

# General Terms and Conditions of Use

Alstom University for Suppliers

## Article 1. PURPOSE

ALSTOM TRANSPORT S.A., a company organized and existing under the laws of France, having its registered head office at 48 rue Albert Dhalenne 93400 Saint-Ouen-sur-Seine, registered at the Trade and Companies Registry under number SIREN B 389 191 982 R.C.S. Bobigny (hereinafter referred to as "ALSTOM").

These General Terms and Conditions of Use ("GTC") apply to ALSTOM's online services on the internet within the Alstom University for Suppliers (hereinafter the "Services"). Any information appearing in other documents, regardless of their nature, is for informational purposes only, except for any specific conditions granted by ALSTOM, which shall prevail in case of contradiction.

By accessing and using the ALSTOM portal and using ALSTOM's Services, the portal user, defined as any identifiable natural person holding a user login account (hereafter referred to as the "User"), expressly and unconditionally accepts the terms and conditions contained in this GTC. The User therefore confirms having read and understood all of these GTC terms before using the Services and undertakes to comply with them. The GTC may be revised at any time by ALSTOM without any formality other than the posting of a new modified version online, with only the latter version being retained.

Where applicable, the signatory of this subscription form commits the company designated, and declares being duly authorized for this purpose.

## Article 2. ACCESS TO THE SERVICE

With the exception of suppliers of products/components/parts, service companies may not benefit from the online services on the internet within the Alstom University for suppliers.

ALSTOM offers a free "e-learning" and "webinar" distance teaching aids service for its users, providing free access to its catalogue.

The catalogue comprising digital and live offerings is accessible via the following website: [Alstom University for suppliers | Alstom](#)

As part of the training aids services on the platform, ALSTOM grants to the User:

- The opening of access to the platform service for the benefit of the User.
- The right of access with free subscription by the User for a period of twelve months from receipt of the confirmation email containing the access keys (username and password), with the link to the learning platform, at the end of which time access may be prolonged or deactivated, at ALSTOM's option.

ALSTOM reserves the right to modify or change the Services presented in the catalog without prior notice.

ALSTOM's Services are accessible via the Internet network 24 hours a day, 7 days a week, except in cases of force majeure, events beyond ALSTOM's control and/or the service host, potential outages, or maintenance operations necessary to ensure the proper functioning of the Service. Such interruptions shall not give rise to any compensation.

Access is limited to authorized users. User is responsible for maintaining password confidentiality and must notify ALSTOM of any breach by sending an email to [alstom.supplieruniversity@alstomgroup.com](mailto:alstom.supplieruniversity@alstomgroup.com). ALSTOM reserves the right to suspend or restrict access due to maintenance operations, system upgrades, security concerns, or events beyond its control, including force majeure. Such interruptions shall not entitle the User to any form of compensation.

It is the User's sole responsibility to ensure that their hardware, software, and internet connectivity meet the technical requirements necessary for accessing the Services under optimal conditions. The User must also take appropriate measures to safeguard their systems against potential threats, including malicious software. Furthermore, the User acknowledges and accepts the inherent limitations and risks associated with internet-based communications, such as connectivity issues and related costs.

In the event of a system freeze accompanied by a message prompting the User to either hold the line or exit, it is recommended to exit and re-establish the connection.

For synchronous webinars, if the number of participants is deemed pedagogically insufficient, ALSTOM reserves the right to postpone the session without incurring any liability.

## **Article 3. COLLECTION OF PERSONAL DATA**

Each Party undertakes to comply with the regulations in force applicable to the processing of personal data and, in particular, the provisions of the French law n° 78-17 of 6 January 1978 as amended, as well as the General Data Protection Regulation (GDPR) (Regulation 2016/679 of the European Parliament of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC), together referred to as the "Data Regulations".

It is acknowledged by the user that the Personal Data belonging to the user may be transferred to ALSTOM and the provider of the learning platform who just need the data to issue the user license.

User data (Surname/First name/function/email address) is kept for as long as the User's account exists. When an account is deleted, all residual information is erased, and all data is removed from systems and backups within 90 days.

In accordance with the General Data Protection Regulation GDPR 2016/679 chapter 3 and the Data Protection Act Data Protection Act of 6 January 1978, articles 39 and 40, the User has the right to access, rectify, delete and oppose his or her personal data. This right can be exercised through the contact form or directly by writing to the following email address: [alstom.supplieruniversity@alstomgroup.com](mailto:alstom.supplieruniversity@alstomgroup.com).

### **Our contact details**

Name: ALSTOM TRANSPORT S.A.

Address: 48 rue Albert Dhalenne, 92400 Saint Ouen, France

E-mail: [alstom.supplieruniversity@alstomgroup.com](mailto:alstom.supplieruniversity@alstomgroup.com)

### **The type of personal information we collect**

We currently collect and process the following information:

- Personal identifiers, contacts and characteristics (first name, last name, function and professional email address)

### **How we get the personal information and why we have it**

Most of the personal information we process is provided to us directly by your employer for one of the following reasons:

- Enrolment by nominative license to Alstom University for supplier platform

**[If applicable]** Most of the personal information we process is provided to us directly by yourself for one of the following reasons:

- We use the information that you have given us in order to enroll you to the Alstom University for supplier platform, inform and consult you for new content, return of experience questionnaires.

We may share this information with provider of the learning platform.

Under the General Data Protection Regulation (GDPR), the lawful bases we rely on for processing this information are:

- (a) **We have a contractual obligation.**
- (b) **We have a legitimate interest.**

### **How we store your personal information**

Your information is securely stored.

We keep your first name, last name, function and email address for 12 months. We will then dispose your information by deleting your first name, last name, function and email address from systems and backups within 90 days.

### **Your data protection rights**

Under data protection law, you have rights including:

**Your right of access** – You have the right to ask us for copies of your personal information.

**Your right to rectification** – You have the right to ask us to rectify personal information you think is inaccurate. You also have the right to ask us to complete information you think is incomplete.

**Your right to erasure** – You have the right to ask us to erase your personal information in certain circumstances.

**Your right to restriction of processing** – You have the right to ask us to restrict the processing of your personal information in certain circumstances.

**Your right to object to processing** – You have the right to object to the processing of your personal information in certain circumstances.

**Your right to data portability** – You have the right to ask that we transfer the personal information you gave us to another organisation, or to you, in certain circumstances.

You are not required to pay any charge for exercising your rights. If you make a request, we have one month to respond to you.

Please contact us at [alstom.supplieruniversity@alstomgroup.com](mailto:alstom.supplieruniversity@alstomgroup.com) if you wish to make a request.

### **How to complain**

If you have any concerns about our use of your personal information, you can make a complaint to us at [alstom.supplieruniversity@alstomgroup.com](mailto:alstom.supplieruniversity@alstomgroup.com).

## **Article 4. OWNERSHIP & PRIVACY**

The content of the Services, whether in full or in part, and any associated materials, whether provided digitally or in printable format during a course, may not be reproduced, displayed, loaned, exchanged, transferred, extracted, modified, adapted, arranged, or transformed in any way without ALSTOM's prior written consent. The User is granted a limited right of use, which expressly excludes any transfer of ownership or intellectual property rights. Permitted uses are strictly limited to viewing the content on a screen and producing a single paper copy for archival purposes or for personal use directly related to the training.

The User agrees not to engage, directly or indirectly, in any activity that competes with ALSTOM by sharing or disclosing any part of the Services' content to ALSTOM competitors or to individuals within those organizations who are not authorized participants in the training.

## **Article 5. LIMITATIONS OF LIABILITY**

The User shall under no circumstances be considered as ALSTOM salaried personnel or as personnel made available to ALSTOM.

Access to and use of the Services is entirely optional and intended solely as a pedagogical resource. The Services shall not be construed as a practical manual, nor as an official ALSTOM document detailing applicable standards, procedures, or regulations. Accordingly, ALSTOM disclaims any express or implied liability for damages of any kind—whether suffered by the User or any third party—arising directly or indirectly from inaccuracies, omissions, or incomplete information in the training materials, failures in data publication, or lack of comprehensiveness. In the event liability is established, it shall be strictly limited to direct damages, expressly excluding indirect damages such as data loss, loss of opportunity, revenue, business, or any other financial harm resulting from the use or inability to use the Services.

Furthermore, the Services are provided "AS IS." They do not constitute a certification of the User's skills, nor do they imply any obligation on ALSTOM's part to ensure the completeness or ongoing update of the materials. Any references to standards, regulations, or technical norms (including safety-related content) are provided for informational purposes only. ALSTOM shall not be held responsible for the User's interpretation or application of such references, which remain under the sole responsibility of the User, who is presumed to be an expert in their field.

ALSTOM shall not be held liable in cases of force majeure or unforeseeable and insurmountable acts by third parties.

Given the nature of the Services and the absence of human, technical, or educational support, the User acknowledges that the content does not constitute a vocational training activity. As such, no certificate of achievement, nor any satisfaction survey (e.g., Kirkpatrick Level 3), shall be issued.

## **Article 6. TERMINATION**

The User expressly waives their right of withdrawal upon initiating use of their subscription, including but not limited to connecting to the Services platform or downloading content.

Any breach of these GTC by the User may result in the suspension or termination of access to the Services, or the closure of the User's account. ALSTOM also reserves the right to terminate the Services in the event of their discontinuation, without incurring any liability.

## **Article 7. GOVERNING LAW AND DISPUTE RESOLUTION**

This GTC is governed by French law. In the event that a dispute cannot be resolved amicably within six (6) weeks from the date it is formally raised by one party to the other, exclusive jurisdiction shall lie with the Commercial Court of Paris, including for summary proceedings, third-party claims, or cases involving multiple defendants.

The Parties agree to, where applicable, apply any legislative or regulatory changes that may arise during the term of the contract.

Users are hereby informed that any translation of these GTC is provided solely for convenience. In the event of any discrepancy or conflict between the English version and any translated version, the English version shall prevail.

No tolerance or failure by ALSTOM to enforce any provision of these GTC shall be interpreted as a waiver of its rights.