Terms and conditions of use and sale

Platform Sulitest.org
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ARTICLE I. FOREWORD

Sustainability Literacy Test ('Sulitest.org'), is a non-profit association registered in the Bouches-du-Rhône Prefecture (France) in the form of the Association Act 1901 bearing the No. W133022480 - Prefecture of Bouches-du-Rhône SIREN - 812 161 859.

Its head office is based in Kedge BS, Domaine de Luminy - BP 921 - 13288 Marseille - France and it is represented by its President, Jean-Christophe Carteron.

Sulitest.org's mission is to measure and improve knowledge, skills and mindset about sustainable development around the world.

In this context, the association Sulitest.org has created and disseminates a series of online tools on its website www.sulitest.org, known as the "platform", which it makes available to its stakeholders under certain conditions, defined in this document.

ARTICLE II. OBJECT

These "General Terms of Use" apply to the service of making access to the platform available at sulitest.org and all the services provided by that platform, free of charge.

The "General Terms of Sales" applies to paid services. Sections specifically related to paid services are marked with an icon on the corner.

Any individual or organization that accesses this service declares that they have read and accepted fully the Terms. Anyone who does not understand or refuse to comply with any of the Terms is advised not to use the platform.

Sulitest.org reserves the right to refuse access to, or exclude, without prior notification and without incurring liability, any user who does not comply with the "General Terms of Use".

Sulitest.org also reserves the right to change the "General Terms of Use" at any time. The user who does not accept these changes will be free to opt out of the Site. Failing that, he will be considered to have accepted the new version of this document.

ARTICLE III. STAKEHOLDERS AFFECTED BY THE TERMS OF USE

This document concerns only entities, organizations, businesses, and individuals "users of the Sulitest platform." "Sulitest platform users" are of several types:

- ORGANIZATIONS: university, business, NGOs, public institutions, consulting firms, training centre, networks and professional unions.
FOCAL POINTS: The organization’s reference person, who registered the organization on the site (or replaced those who did). They serve as a privileged point of contact with the Sulitest.org association.

EXAMINER: Person mandated by the focal point to use the tools made available (choice of the type of tool, duration of sessions, invitation of participants...). The number of examiners per organization is not limited.

CANDIDATE: A person invited by an organization to use one of the tools (employees of a company, students at a university, for example, invited to take the test) or registered independently. It should be noted that the Quiz is accessible without prior registration of the players.

Note: Researchers working on test data, as well as contributors proposing questions to the community or participating in their translation, are subject to their own access conditions.

ARTICLE IV. KEY FEATURES OF THE SERVICES OFFERED

The main services offered by the www.sulitest.org platform through the Sulitest.org association are:

- The provision for organisations of a platform accessible on the Internet, allowing them to administer and use within their entity the various features and services developed by Sulitest
- The provision for candidates of individual sessions of these different elements, and access to answers and different sources of literature explaining the answers

The various tools available through the sulitest.org platform are, to date:

- The Quiz, an interactive team game to host a sustainable development awareness course or event.
- The "Test" with two modes:
  - The "Explore" mode for organizing short MCQ-type sessions online for durable Development initiation and awareness
  - The "Learning" mode, which allows you to organize online MCQ sessions on the different areas of Sustainable Development, and allows you to deepen your knowledge through modules of international, local, or specifically issues created for an organization (unrestricted time session, without constraints on access to resources to answer questions)
- "Looping" is a new interface using reverse pedagogy to better understand the SDGs and their links to specific topics, by co-creating Sulitest-type questions. The interface allows for peer learning and peer review to foster collective intelligence and critical thinking.
The conditions for making these different services available depend on the profile of the Organization that wishes to benefit from them, or the profile of the Candidate.

Some of these services are made available free of charge by the platform, others are accessible via an annual subscription, called "Premium Access."

"Premium" access allows Organizations to customize the test, including the ability to create a question module specific to their environment, use or customize the "Explore" mode. The terms of use of its paid services are specified in the document "General Terms of Sale"

Section 4.01  COMPOSITION OF "TEST" SESSIONS:

Sulitest sessions in "Learning" mode are made up of different modules in which questions are drawn at random.

- The core module of the Test ("CORE - International"), composed of 30 questions from a corpus of international issues, created by a committee of sustainable development experts. This module is the only mandatory module, and the process is the same for all users wherever they are in the world.

- Examiners, in charge of programming Test sessions within an organization, can also complete their sessions by adding a module of local or regional questions to this first module. These regional modules of the Specialized Module are composed of 20 questions from a range of issues related to local or regional sustainable development issues. These modules are optional, and depend on the region or country in which the session is held and the language chosen for the Test.

- Finally, reviewers whose organizations have subscribed to "Premium" access can create and add question modules related to the specific issues of their own organization or industry ("customized module"). These specific "Customized" modules are developed by these organizations, and consist of questions related to their strategy and their own sustainable development issues or initiatives. Sulitest has no visibility into the content of these modules cannot be held responsible for their content.

For research purposes, a short voluntary socio-demographic survey and a survey on sustainable development education for students are proposed at the end of the session. The collection of this data, which will be anonymized, is intended for researchers and research centres working on sustainable development issues.

Section 4.02  COMPOSITION OF "QUIZ" SESSIONS:
The Quiz is a real-time animation tool, allowing you to organize a team-to-team game, based on a corpus of 6 to 10 questions. The organizer can register teams of candidates, have them play to answer questions about Sustainable Development, and indicate the team that gave the most expected answers.

**Section 4.03 COMPOSITION OF "LOOPING" SESSIONS:**

A reverse SDG pedagogy interface called Looping by Sulitest is also available online (via www.sulitest.org or directly via http://looping.sulitest.org/). This interface allows you to organize and facilitate a session of co-creation of questions for educational purposes. Looping takes place in three phases: first each group creates one question per topic and then shares it with all the other groups. Then, each group chooses questions from the shared database to create two complete questions per topic. Finally, either the groups vote on the questions or evaluate them according to a grid available to them (see pedagogical guide).

Students can use resources that the organizer has shared beforehand on the platform dedicated to this type of session.

**Section 4.04 COMPOSITION OF "EXPLORER" SESSIONS:**

The "Explore" mode allows you to organize online quiz-type sessions for initiation or awareness purposes. The organizer can register candidates and schedule a session to pass these questions.

The "Explore" mode is based on a corpus of 10 questions, derived from a module of international issues or national/local issues, or from issues specific to the Organization. These modules are unique to the "Explore" mode.

It is only accessible to academic or non-academic organisations through the "Premium" subscription.

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**ARTICLE V. GENERAL CONDITIONS FOR MAKING THE PLATFORM’S SERVICES AVAILABLE**

The conditions for making the various services of the www.sulitest.org platform available depend on the different tools and services offered by Sulitest and the profile of the Organization which wishes to benefit from them.

**Section 5.01 "CLASSIC" ACCESS**

Organizations can obtain rights to use the platform from the Sulitest.org association to organize Sulitest sessions. This type of access entitles you to:

- Access to the platform and the ability to set up and organize custom test sessions (including the Core International module, possibly one of the Specialized modules relating to a geographic area or dedicated to one of the SDGs). These sessions are organized by the "Focal Point" of the Organization under consideration, or by one of
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the "Examiners" for the Candidates members of the Organization, without limiting the number of test sessions organized.

- Ability to set up and organize Quiz and Looping sessions
- Candidates who are members of the Organization have access to the Test, Quiz or Looping sessions organised by the Organization.

Access to these traditional tools is free for all organizations as well as candidates.

Section 5.02 "PREMIUM" ACCESS

Organizations can also purchase a so-called "Premium Access" right from the association Sulitest.org.

This "Premium" subscription entitles you to:

- The ability to create up to 30 custom modules each containing up to 50 questions, specific to their Organization. For example, an Organization will be able to create a function-specific module (purchases, production) or include certain points of its CSR policy. However, these modules are reserved for the Organization under consideration, and cannot be transferred or resold, or be part of a service offered by that Organization to another Organization. Questions produced by an Organization as part of a custom module via "Premium" access are the exclusive property of that Organization, and cannot be disseminated or shared without the written consent of that Organization.

- The ability to set up and organize Sulitest sessions by integrating one of these custom modules without limiting the number of test sessions organized

- The possibility to customize the test's environment on the part corresponding to the custom questions, including the addition of an introductory text and a logo (identical for all sessions) different from the usual graphic charter of Sulitest.org

- The ability to hold test sessions in "Explore" mode

- Access by the Organization's member candidates to the Sulitest sessions organized by the Organization to which they belong.

Important note: Premium access can only be used by one organization to create internally used modules (for their students/staff), and cannot under any circumstances be transferred or resold, or be part of a service offered by that Organization to another Organization (for example, a university holding a premium subscription can create and disseminate modules specifics to a given training but in no way, a client. If so, the Organization will have to subscribe to "Network access.")

The amount of these different access rights depends on the profile of the Organization in question (Academic, Non-Academic, Network...) and its size (staff or number of students).
Section 5.03  "RESEAU" ACCESS

Some consulting firms, training centers, associations, networks, and professional unions of professionals may subscribe to a right of access known as "Network Access". This access allows them to create specific modules and make them available to their members or customers.

For example, a training center will be able to create modules specific to one of its clients and organize sessions using this module as part of its training with its client's employees.

A trade union will be able to create modules specific to its sector of activity and make it available to all its members so that they can organize their own sessions using this module.

Section 5.04  ACCESS "PREMIUM PLUS"

Organizations can also call on Sulitest to benefit from its expertise in community animation, question creation, and advice in the dissemination of personalized modules. In this case, the organization will have to sign an agreement with Sulitest in addition to its premium access defining the terms of the service.

Section 5.05  SERVICE INTEGRATION

The organization can also request a service to integrate a custom module into the Sulitest platform.

ARTICLE VI. SPECIAL CONDITIONS FOR THE PREMIUM OFFER

Section 6.01  DURATION

Access fees (premium, premium plus, and networks) are charged on the basis of a subscription for an irreducible duration of one year from the request to open the rights (by email or, as soon as payment is received). A premium subscription is available at Sulitest.org. This subscription is automatically renewed, unless explicit request made before the anniversary date of subscription of the annual subscription.

Any subscription subscribed is billed in full at the time of subscription for a period of one year. The cancellation of the subscription during the year will result in its termination at the end of the billing cycle, but will not result in any refund of the current annual subscription. The automatic renewal of the Subscription can be cancelled at any time, however any billing period initiated will be billed in full.

Section 6.02  RATES
The rates shown are those valid as of January 1st, 2020, and are understood as tax-free amounts. The various access rights are acquired directly on the www.sulitest.org website, www.sulitest.org or from the association Sulitest.org.

The pricing of subscriptions depend on the nature and size of user organisations.

The association Sulitest.org reserves the right to change the rates of the services offered on the Sulitest platform at any time, while guaranteeing the Customer the application of the tariff in effect on the day of the order.

Section 6.03  BILLING

An invoice is drawn up for each order made on the Sulitest platform. Premium subscriptions are billed over an annual period and renewed automatically, unless otherwise stated by the Organization that has subscribed to the subscription in accordance with these General Terms of Use and Sale.

Section 6.04  TERMS AND MEANS OF PAYMENT

The payment is due in full after the order is confirmed. Payment is made exclusively:

By bank cheque: the bank cheque is cashable in France and must be denominated in the order of "Sulitest"

By bank transfer: Sulitest's bank details are shown on each invoice issued.
Section 6.05 **CONTRACT**
The sales contract is formed at the time of the order by the Customer via his personal space on Sulitest.org

Section 6.06 **RETRACTION RIGHTS**
The buyer has 14 days to exercise his right of withdrawal, without having to justify his decision. The period runs from the day the order is validated by the buyer or the automatic renewal of the subscription.

Section 6.07 **TERMINATION**
In the event of non-compliance with the Terms, Sulitest reserves the right to cancel the subscription without giving rise to any refund of the current subscription.

### ARTICLE VII. REGISTRATION ON THE SITE

In order to use the services offered by the Sulitest platform, the candidate must create an account with his name, first name, valid email address and a password that he has chosen. The candidate should do what is necessary to keep the username and password strictly confidential allowing him to access the platform. In case of loss or theft of these, or if he finds a fraudulent use of his account, the candidate should inform without delay Sulitest.org by any appropriate means (email contact@sulitest.org, mail).

Sulitest guarantees the privacy and security of personal information provided by users of the platform in accordance with its Privacy Policy (see article "Confidentiality and Data Processing").

### ARTICLE VIII. USER CONDUCT RULES

Users of the Sulitest platform are responsible for their use of the site, and recognize that they use the site in accordance with these Terms and Conditions of Use. Sulitest.org recalls that it is strictly prohibited any act of cybercrime: i.e. offences against the confidentiality, integrity and availability of access, content/data and computer systems of the site [www.sulitest.org](http://www.sulitest.org), without this list being exhaustive.

Users of the site are thus committed to complying with the rules of IT ethics and, in particular, not to intentionally carry out transactions that could result in:

- Usurping the identity of others;
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- Take ownership of another user’s password
- Change or destroy information that doesn't belong to you;
- Access information belonging to other users without their permission;
- Sign in or try to log into an account without permission;
- Let someone use your username and/or password;
- Divert one of the site’s features www.sulitest.org its normal use;
- Damage, decommission, overload or damage the server or network.

This list is non-limiting.

Users also agree not to attempt to gain unauthorized access to the Sulitest platform, or to collect unauthorized information stored on the site, servers or associated computers by any means unintentionally made available by the site.

Users of the Sulitest test also commit to:

- Do not cheat to improve their results;
- Do not improve or degrade the results of others;
- Do not publish responses to the exercises used as a method of evaluating learners.
- Do not transfer or resell Rights to Use Sulitest Outside the Limits of their Organization

In the event of a user's failure to comply with any of the above rules, sulitest.org reserves the right to block access to all or part of the site's services, temporarily or permanently, without any consideration and notification to the user.

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**ARTICLE IX. APPLICATION AREA**

The Terms are the contractual document against the parties, excluding any other documents, prospectuses, catalogues or photographs of products or services, which have only an indicative value.

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**ARTICLE X. AVAILABILITY AND OPPOSABILITY**

The Terms are made available to users on the association's website Sulitest.org, where they are directly searchable. The Terms are enforceable against the Customer who acknowledges that they were aware of them and accepted them before using the services offered or ordering for one of the services offered.

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**ARTICLE XI. CHANGING**
Sulitest.org reserves the ability to modify its Terms at any time. In the event of a change in these Terms, the ones in effect on the date of ordering one of the platform’s services www.sulitest.org, a copy dated to date may be submitted at the Customer’s request.

ARTICLE XII. PARTIAL DISABILITY OF THE TERMS

The declaration of nullity of one of the clauses of this contract as a result of a change in legislation, regulation or a court decision cannot in any way affect the validity and compliance of these General Terms of Use.

The temporary or permanent suspension of one or more Terms clauses by the Sulitest.org association cannot be justified in its disclaimer to the other clauses of the Terms which continue to be in effect.

ARTICLE XIII. ARCHIVE AND EVIDENCE

The archiving of communications, purchase orders and invoices is carried out on reliable and durable support in order to constitute a copy in accordance with Article 1348 of the Civil Code.

These communications, purchase orders and invoices can be produced as proof of the contract.

ARTICLE XIV. PRIVACY AND CONFIDENTIALITY

Sulitest.org guarantees the confidentiality of the data transmitted after the password is entered. The user is held responsible for the use of his password. It ensures its preservation as well as its confidentiality.

Data collected for the creation of an account.

In order to participate in a session of one of the tools provided by the Sulitest platform, the candidate must first create his personal space, in order to be able to access these resources. This personal space allows the candidate to participate in the sessions to which he will be invited, and to visualize his personal results. The email address is the identifier allowing the candidate to access this personal space, with the password he has chosen. The only other mandatory data requested from the candidate when registering is his last name and first name, in order to customize this space.

Using account data

The required personal data (last name, first name, email address) is only used for platform management purposes (restore a password, assist in solving a problem). If the candidate
wishes, it can also sign up for the Sulitest newsletter (by checking the box "I agree to receive information by email from and about Sulitest.org only"), or be automatically notified of the close end of a session to which it is registered (by checking the box "I agree to receive 2 alerts by email when my session is about to expire (for open sessions longer than 5 days).\n
Under no circumstances will Sulitest exploit, cede, transmit, disseminate, or lease this personal data to anyone, for commercial or other purposes, for example for commercial solicitations or to disseminate a candidate's personal results to third parties.

**Statistical treatment of test results**

In order to assess the evolution of knowledge about sustainable development, Sulitest produces an annual report highlighting the perception of the evolution of this knowledge through indicators of success to the different questions of the sessions carried out in the time interval considered, using the data of results obtained to the different questions by each of the candidates who passed a test session. The results obtained can also be used for research on the evolution of sustainable development knowledge of candidates who have passed the test, upon request from Sulitest by research organizations wishing to use this data. The data used for the annual report, such as those used in research on the evolution of knowledge in sustainable development, are anonymized and aggregated data, and therefore do not contain personal references to candidates who have passed the test, and do not allow individual identification of candidates who have passed the test.

**Data retention time**

Unless you expressly request, data related to your Sulitest personal space (name, first name, email address, results obtained) will be kept for a period of 5 years.

**Data processing and GDPR**

The collection, retention, and processing of data from the Sulitest platform is carried out in accordance with GDPR regulations. No personal, economic and financial, connection or location data (other than optional city and country of residence) data are collected or stored, as well as any sensitive data (data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, union membership, genetic data, biometrics for the purpose of identifying a natural person in a unique way, regarding health, sexual life or sexual orientation, data on criminal convictions or offences).

**Right to access your personal data**

You can access data about yourself, correct it, request its erasure, or exercise your right to limit the processing of your data (for more information about your rights, visit the website www.cnil.fr).
To exercise these rights or for any questions about the retention or processing of your data in this device, you can contact our Data Protection Representative (DPO) at yves@sulitest.org. If you feel, after contacting us, that your "Computer and Freedoms" rights are not being respected, you can file a complaint directly with the CNIL.

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**ARTICLE XV. DATA PROTECTION AND SECURITY.**

Sulitest maintains and processes data in accordance with industry safety standards. Sulitest has appropriate technical, organizational and administrative systems, policies and procedures in place to help ensure the security, integrity and confidentiality of your data and mitigate the risk of unauthorized access or use of your data.

Data management is carried out by our IT partner, ALEAUR (209b Avenue Charles de Gaulle 92200 Neuilly-sur-Seine - SIRET 411 893 167 00014), in accordance with current legislation. The Data from the Sulitest platform is stored in two secure computer centers, located in France and certified ISO 27001, OHSAS 18001, ISO 22301, ISO 14001, SSAE16/ISAE 3401 SOCs, PCI-DSS, ISO9001, ISO 50001, HDA/HADS.

In the event that a security incident becomes known to Sulitest (unauthorized or illegal access to personal data associated with your account, or their acquisition, tampering, use, disclosure or destruction), Sulitest will take reasonable steps to inform you as soon as possible, and no later than 72 hours after learning of it. Sulitest will reasonably cooperate with you to conduct any investigation of a Security Incident by preparing the necessary notices and providing any other information reasonably requested by you in connection with this security incident, if this information is not already available to you in your account or online through updates provided by Sulitest on its website www.sulitest.org.

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**ARTICLE XVI. LAW APPLICABLE, JURISDICTION**

The Terms are governed by French law. Any dispute to which the terms and conditions of sale could give rise will be brought before the competent courts under the rules of common law.