

Please unconditionally accept the terms of use in order to continue

TERMS OF USE OF THE "SOURCE" EXTERNAL SKILLS MANAGEMENT PLATFORM

This document (hereinafter "the TOU") defines the general terms of use of the "Source" external skills management platform to which you will have access (hereinafter "the Application"). By simply using and/or consulting the Application, you unconditionally agree to all the TOU.

1. Definitions

"AFNOR" refers to AFNOR as well as any entity, in which AFNOR directly or indirectly owns a stake or in which it exercises a dominant influence or appoints the administrative or management body or bodies, including AFNOR Certification and AFNOR Développement in particular;

"Application" refers to the external skills management platform called "SOURCE";

"TOU" refers to these Terms of Use;

"DGECE" refers to the external expertise and skills management department, whose duties include management planning by seeking the skills and expertise consistent with the needs expressed by AFNOR's entities, to qualify the participants (based on their skills) for AFNOR's services and register them in the "Source" external skills management platform;

"Personal Data" refers to any information relating to an identified natural person or who can be directly or indirectly identified using an identification number or one or more elements which are specific to them.

"User(s)" refers to an Auditor, Trainer, Specialist or any other service provider listed by AFNOR;

"Mission proposal" refers to the description of a mission sent by AFNOR by email;

"Parties" refers to Users and AFNOR;

"Site" refers to the website on which the Application is accessible at the <http://source.afnor.org> URL;

"Third Party" refers to any legal person (natural person or legal entity), other than the User and/or the Parties.

"Processing of Personal Data" refers to any operation or set of operations pertaining to said Data, regardless of the process used, including collecting, recording, organising, preserving, adapting or modifying, extracting, consulting, using, communicating by transmission, disseminating or any other form of release, bringing together or interconnection, as well as locking, erasing or destroying.

2. Object

This document (hereinafter "the TOU") defines the terms of use of the Application available at the <http://source.afnor.org> URL (hereinafter "the Site").

By simply using and/or consulting the Site, you unconditionally agree to all the TOU as well as the www.afnor.org legal notices and the associated personal data protection and privacy charter.



These TOU may be updated at any time and without notice. AFNOR advises Users to consult them regularly. By continuing to visit the Site and use the services provided after any amendments to the TOU, the User accepts these amendments.

3. Features of the Application

3.1. Technical requirements

Minimum configuration of Users' workstations *System: Windows*



- Memory: 512 Mb or more*
- Screen resolution 1024*768*
- *Web browser*
- *Firefox (recent version)*
- *Internet Explorer (version 9 or later)*
- *Chrome (recent version)*

3.2. Rights management

USER right

- "**My profile**" service (viewing and modifying profile information)
- "**Auditor**" and/or "**Trainer**" service (initial declaration, viewing and modifying information, uploading and downloading attachments)
- "**Update**" service (updating information using attachments)
- "**Submit my profile**" service (sending a modification to AFNOR)
- "**Apply for another role**" service (submitting an application for another role)
- "**Contact AFNOR**" service (Contact AFNOR via support-source@afnor.org)
- "**Exchange**" service (link to udit.org and spaces dedicated to Users)

INACTIVE right no service, account not yet activated (or deactivated) by an administrator and/or AFNOR.

3.3. Management of the Users' mission schedules

The AFNOR schedule is "unavailable" by default (grey colour). The User can update it by indicating the "available" slots (green colour) or the "AFNOR pre-allocation" slots, i.e. those reserved for AFNOR missions (orange colour).

The User can read the missions:

- With the "pre-reservation" status (proposal of a mission for which AFNOR is awaiting confirmation of its availability - sky blue colour)
- With the "reservation" status (availability confirmed by the User so that the organisation of the mission can be triggered - dark blue colour)
- With the "confirmation" status (the mission is confirmed on the selected dates)

3.4. Filing documents on the Site

All of the documents added to the Site by the User on the Site are protected by copyright. In this regard, Users hereby undertake to hold all necessary intellectual property rights. These documents remain fully owned by the User and, in this regard, AFNOR does not hold any related intellectual property rights.



The uploading of documents to the Site by the User shall not in any way constitute any form of transfer to AFNOR. Moreover, AFNOR hereby agrees to respect and guarantee the confidential nature and security of these internal documents, owned by the User. AFNOR declines any responsibility concerning the accuracy and the origin of the data provided by the User.

4. General user assignment process

A mission proposal is sent by email to the User and describes the company to be audited, its activity, its location, the reference document(s) concerned, the duration and period of the audit and the number of auditors in the audit team.

The electronic reception of the mission description is reserved for the listed and preselected Users only. Having received the mission description, the User must reply online within the specified time.

The User who confirms their availability is reserved for the mission and their name is sent to the AFNOR team in charge of organising the mission. Users who refuse the mission must give a reason for their refusal and specify whether it is because of their unavailability, in which case the status of the relevant slot on their schedule is switched to "unavailable".

Should a User fail to regularly confirm missions, without providing a legitimate reason, AFNOR may stop calling upon their services, despite their availability. Should a User fail to confirm a mission to AFNOR four times in a row, they must provide a legitimate reason for this in writing.

4.1. Specific user consultation process

Some missions may be offered through a Consultation process. If applicable, this situation will be mentioned in the notification of the assignment proposal. The description of **4. General user assignment process** above remains applicable and is supplemented by the concepts described below.

Following a positive response from Users, AFNOR assesses them and classifies them according to the following criteria classified in decreasing order of priority: the price he/she offers, his/her geographical location, the importance of his/her activity within AFNOR and his/her annual assessment by the DGECE.

AFNOR reserves the right to declare the consultation unsuccessful if no positive response obtains the minimum classification required. AFNOR then informs by email all Users who have given a positive response.

As soon as AFNOR has made his choice among the positive responses, the User selected is notified by email and must confirm his availability to AFNOR within 24 hours of receiving this email. Confirmation from the User must be done by email. Upon receipt of this confirmation, AFNOR sends the User a Mission Order by email. In the absence of confirmation from the User, AFNOR will contact by email the second User with the highest ranked positive response with regard to the previously defined criteria.

AFNOR informs by email the other Users who responded positively of their non-selection for the aforementioned assignment proposal.

5. Information sent by Users

The User warrants that any information or data that they add to the Site is real, of a serious nature, up-to-date and complete.

The User also warrants that they are authorised to provide said information or data and that said information or data are not subject to any property rights of a third party. In such a case, the User agrees to indemnify and hold AFNOR harmless with respect to any proceeding brought by a third party.



In the event of non-compliance with the aforementioned provisions, AFNOR reserves the right to suspend or prohibit the User from using the Site at any time and without notice.

6. Site Security

AFNOR implements the technical measures for identifying and authenticating the Users of the Site.

A username and password are given to Users so that they can identify themselves on the Site. As a User, you must not disclose your username and password, as well as the information contained on the Site. You are responsible for the latter and you agree to use your best efforts to this end.

The User shall not disclose any of the access code information to any Third Party whatsoever, including any other members of its staff, if applicable. In the event of the non-performance of this obligation, AFNOR reserves the right to suspend or prohibit access to the Site, without prior notice.

In the event of the loss or theft of the access codes, the User shall promptly notify AFNOR by all available means. By return, AFNOR will promptly assign new codes to the User. If necessary, the access code(s) can be changed at any time by AFNOR.

Under no circumstances shall AFNOR be held responsible for the improper or fraudulent use of the username and password of the User by a Third Party.

7. Availability of the Site

AFNOR uses all reasonable endeavours to offer continuous access to the Site. However, AFNOR may, at any time and without prior notification, temporarily interrupt access to the Site for the purpose of maintenance or modification. AFNOR shall not be under any obligation to explain the suspension of access to the Site and shall not be held responsible for any consequences associated with said interruption of service.

Likewise, AFNOR may decide to stop using the Site at any time. The User hereby agrees not to object to the refusal and not to claim any compensation for any damage or loss incurred in this regard.

8. Website cookies and tags

AFNOR may use cookies to identify the User's browsing patterns in order to improve the User's visit to the Site (or other similar purposes). The majority of web browsers are initially configured to accept cookies. However, the User may configure their internet browser and/or refuse this cookie. In this case, the User can still use the Site and the Application but will be prevented from having normal access to certain features.

9. Non-disclosure and duties of the User

The User agrees not to assign or transfer the rights or obligations relating to the Site and the Application, without the prior consent of AFNOR. The User agrees to notify AFNOR, in good time, of any difficulty encountered, including when connecting, updating or managing the schedule at the following address:

support-source@afnor.org

The User agrees to keep AFNOR informed of any innovation likely to improve their relations and/or any other information which may have a direct or indirect impact on the use of the Site and/or the Application.

The User agrees to inform AFNOR of any change in the function, status, identification or postal and/or email address concerning itself or any Users. This update of personal data is necessary so that AFNOR can properly manage the Application.



10. Intellectual Property

The Site is the exclusive property of AFNOR and/or its rightful owners. All the data appearing on the Site (including texts, photographs, illustrations, logos, etc) are protected by copyright and database law, in accordance with the Intellectual Property Code.

AFNOR has taken the initiative and made all investments pertaining to the constitution, verification or presentation of the Site and the data included therein in its capacity as producer and shall, in this regard, benefit from the protection set forth under articles L.341-1 et seq of the Intellectual Property Code.

Under the TOU, AFNOR grants the User a non-exclusive and non-transferable right to use the Site for the duration of the connection. As a User, you have the right to download, copy and print any data contained on the Site and to which you have access exclusively for the professional use of said information. However, you are not authorised to modify, transfer, sell, reproduce, communicate, sub-license, use for any other purpose or publish this information.

The User shall not prejudice the rights of reproduction or representation or other rights held by AFNOR, including through the application of articles L.342-1 et seq of the Intellectual Property Code pertaining to databases. Any illegal use of all or part of the Site (particularly infringement of copyright) will give rise to proceedings.

The User agrees to respect the brand(s) belonging to AFNOR.

11. Limitation of liability

Subject to the applicable legal or regulatory provisions, AFNOR cannot be held liable for any direct or indirect damage, including but not limited to any loss of profits, data and intangible assets due to the use or inability to use the Site and, more generally, any event linked to the Site.

AFNOR may not be held liable to the User for any loss resulting from the use of the Site. "Any loss" shall include commercial losses, operating losses, depletion of goodwill and any payment made or owed to a third party by the User in particular. "Unforeseeable losses" shall include any misunderstanding or misinterpretation by the User in particular.

12. Disclosure of information

AFNOR reserves the right to disclose the personal information of the Users in response to (a) legal, administrative or other proceedings (e.g. a summons or a request for computer data); (b) a legal obligation; or (c) in order to document a suspicion of fraud, harassment, physical threats or any other breach of law, rules or regulations, site usage policy, or third party rights or in order to document any inappropriate behaviour.

13. Processing of Personal Data

AFNOR agrees, as part of its activities and in accordance with current legislation in France (Law No. 78-017 of 6 January 1978 pertaining to data protection and privacy ("Loi Informatique et Libertés") and in Europe (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and the free movement of such data (GDPR)), to ensure the protection, confidentiality and security of the Personal Data of the Users of the Site.

AFNOR shall not collect the Personal Data of Users without notifying them beforehand.

AFNOR makes sure that the Personal Data collected for the purpose of gaining a better understanding of the Users concerned is relevant.



AFNOR maintains the confidentiality of the Personal Data entrusted to it by the Users. AFNOR shall not communicate the Personal Data of Users to third parties without having informed them beforehand and without having offered them the option to exercise their right to object.

The Users' Personal Data need to be processed in order to perform the services and for the legitimate interest of AFNOR associated with the activities of the external expertise and skills management department. By collecting Personal Data, AFNOR can provide Users with the following:

- User authentication
- Management of their User mission schedule
- Management of the User assignment process
- An up-to-date statement of the User's skills
- A statement of the User's activity
- User assessment reports

The Personal Data collected may also be used to prevent and combat computer fraud (spamming, hacking, etc) or to conduct optional satisfaction surveys.

Finally, if you have given your express consent, your personal data may be used to send you commercial information.

AFNOR shall not keep Personal Data for longer than is necessary to fulfil the purpose of the Processing, while also respecting the applicable legal and regulatory limits or other period, given operational restrictions such as the external expertise and skills management department's ability to effectively manage the pool of auditors, and responses to legal action or requests from AFNOR's controlling authorities.

The Users whose Personal Data is collected have the right of access their Personal Data, as well as correct or delete the latter, the right to restrict Processing, data portability and the right to object to the Processing of their Personal Data.

However, the Users are informed that the Personal Data collected may be required to perform the contract they have concluded with AFNOR, which means that, if they exercise their right to delete the said Data, or to object or restrict the Processing prior to the end of the contractual relations, the service may not be fulfilled.

These rights may be exercised by sending an e-mail to dpo@afnor.org or a letter to AFNOR, for the attention of the DPO, AFNOR, 11, rue Francis de Pressensé – 93571 La Plaine Saint-Denis Cedex, France

AFNOR will respond to the person exercising one of the aforementioned rights within one (1) month of receiving the request. This period may, nevertheless, be extended by two (2) months, considering the complexity and volume of requests. In this case, AFNOR will notify the data subject of this extension within one (1) month of receiving the request. When the data subject submits an electronic request, the information is provided electronically where possible, unless they should request otherwise. Should the Data Controller refuse to respond to the request for information made by the data subject, the latter shall specify the reasons for this refusal. The data subject has the option to file a claim to the French National Commission for Information Technology and Civil Liberties (CNIL), or to the controlling authority of the EU member state in which they reside and institute legal proceedings.

14. Applicable law and forum selection

These TOU are subject to French law.

In the event of a flaw in this agreement or should the parties be unable to resolve a difficulty in interpretation that they may encounter during its performance, the Parties agree that French law will be the only law applicable to this contract, to supplement their will.

In the event of a dispute relating to the interpretation or execution of the TOU, the Parties first agree to seek an amicable settlement. Failing an agreement, the Parties agree to bring their dispute before the competent court of Bobigny.