

LEGAL

Terms of Use and Sale

These terms govern access to and use of the Certeef platform by training organizations and their users.

LAST UPDATED : 3 JULY 2026

1. Purpose

These terms of use and sale (the « **Terms** ») set out the conditions for accessing and using the Certeef platform (the « **Service** »), as well as the commercial conditions applicable to the subscription taken out by the Customer.

Certeef is a SaaS (Software as a Service) application for training organizations, designed in particular to manage their trainings, sessions, learners and trainers, and to monitor their compliance with the Qualiopi certification.

Any subscription to a plan or any use of the Service constitutes full acceptance of these Terms.

2. Service publisher

The Service is published by **Certeef**, a société par actions simplifiée (French simplified joint-stock company) with a share capital of 1,000 euros, registered with the Paris Trade and Companies Register under number 106 731 847, with its registered office located at 62 rue de Caumartin, 75009 Paris, France.

Intra-community VAT number: FR 08 106 731 847. Publication director: WE ARE ZEBRA, president.

The Service is hosted by Vercel Inc., whose infrastructure applicable to European customers is located within the European Union.

For any question regarding these Terms or the Service, the Customer may contact the publisher via the [contact page](#).

3. Definitions

In these Terms, the following terms have the meaning set out below:

- **Service:** the Certeef platform available online and all of its features.
- **Customer:** the training organization, a legal entity, that has subscribed to the Service.
- **User:** any natural person accessing the Service on behalf of the Customer, regardless of their role (administrator, trainer, learner).
- **Learner:** the person following a training course managed by the Customer within the Service; the billing unit of the Subscription.
- **Account:** the personal space and organization created to access the Service.
- **Subscription:** the paid plan taken out by the Customer granting access to the Service for a defined period.

4. Acceptance and enforceability

The Customer acknowledges having read and accepted these Terms prior to any subscription. Acceptance is evidenced by the creation of an Account and/or the subscription to a plan.

The applicable Terms are those in force on the date of use of the Service. The publisher reserves the right to amend them under the conditions set out in article 16.

5. Description of the service

The Service provides the Customer with the following features, which may evolve over time:

- Management of trainings and sessions (in-person, remote, e-learning, blended).
- Management of learners and client companies, tracking of enrollments and attendance.
- Management of trainers and their credentials.
- Monitoring of Qualiopi compliance against the criteria and indicators of the National Quality Framework.
- Tracking of continuous improvement actions and findings.
- Sending documents for electronic signature (agreements, attendance sheets, certificates).
- Document management and invitation of organization members.

6. Account, access and roles

Access to the Service requires the creation of an Account. The Customer warrants the accuracy of the information provided and undertakes to keep it up to date.

The Service relies on role-based access (notably administrator/HR, trainer, learner), each with distinct access rights. A User may belong to several organizations with different roles.

The Customer and its Users are responsible for keeping their credentials confidential and for all activity carried out from their Account. Any unauthorized use must be reported to the publisher without delay.

7. Subscription, price and payment

The Service is provided as a paid Subscription. The price depends on the tier subscribed to, which is determined by the number of learners managed within the Service.

Prices are stated in euros, inclusive of all taxes, including VAT at the rate in force (20% as at the date hereof). The Subscription may be taken out on a monthly or annual basis.

Payment is processed by our provider Stripe. The Customer authorizes the recurring charge of the Subscription amount according to the chosen periodicity. Subscription and payment methods are managed via the Stripe customer portal.

If the number of learners exceeds the limit of the subscribed tier, the Customer must move to a higher tier to continue using the Service in full.

8. Term, renewal and termination

The Subscription is entered into for the period corresponding to the chosen periodicity and renews automatically for an identical period unless terminated.

The Customer may terminate its Subscription at any time from its account; termination takes effect at the end of the current period. Amounts already paid for the current period are not refunded on a pro-rata basis.

At the end of the Subscription, access to the Service is suspended and then closed. The Customer is invited to export its data before the expiry date; data retention and deletion conditions are set out in article 11.

9. Customer obligations and acceptable use

The Customer undertakes to use the Service in accordance with its intended purpose and applicable regulations, in particular those relating to vocational training and data protection.

The Customer shall refrain in particular from:

- providing inaccurate information or impersonating a third party;
- infringing the rights of learners, trainers or third parties;
- attempting to access the Service without authorization, to disrupt it or to compromise its security;
- using the Service for unlawful purposes or to distribute unlawful content;
- copying, reselling or making the Service available to third parties without authorization.

10. Electronic signature

The Service allows documents to be sent for electronic signature via our specialized provider. The electronic signature offered is intended to give signed documents evidentiary value, together with an audit trail.

Certeef provides the tool enabling the signature but is not a party to the documents signed between the Customer and its own counterparts. It is the Customer's responsibility to ensure that the signature process is suitable for its legal needs.

11. Personal data (GDPR)

When using the Service, the Customer acts as the **data controller** of the personal data relating to its Users, learners, trainers and companies. Certeef acts as a **data processor** within the meaning of Regulation (EU) 2016/679 (GDPR), processing such data on behalf of and according to the Customer's instructions.

Certeef relies on sub-processors to provide the Service, in particular: Turso (database), Cloudflare R2 (document storage), Stripe (payment), our electronic signature provider, Resend (transactional email) and Vercel (application hosting).

Data is hosted within the European Union. The Customer retains full ownership of its data and may request its export or deletion under the conditions set out in article 8.

Details of the processing, retention periods and data subject rights are set out in the Privacy Policy, supplemented where applicable by a Data Processing Agreement (DPA).

12. Availability, maintenance and support

The publisher uses reasonable means to ensure the availability of the Service. Access may nonetheless be temporarily suspended for maintenance, updates or in the event of force majeure.

Support is provided under the conditions and through the channels indicated within the Service. The publisher endeavors to respond to requests within reasonable timeframes.

13. Intellectual property

The Service, its software components, documentation, trademarks and content are the exclusive property of the publisher or its partners and are protected by intellectual property law. The Subscription grants a non-exclusive, non-transferable right of use limited to the duration of the Subscription.

The Customer retains full ownership of the data and content it imports or generates via the Service.

14. Liability and warranties

The Service is a **support tool** for managing and monitoring compliance. It does not in any way guarantee the obtainment, renewal or maintenance of the Qualiopi certification, which is solely at the discretion of the certifying body. The Customer remains solely responsible for its regulatory compliance.

The publisher cannot be held liable for indirect damages, nor for loss of data, revenue or business. In any event, and to the extent permitted by law, the publisher's liability is capped at the amount actually paid by the Customer for the Subscription over the last twelve months.

15. Confidentiality

Each party undertakes to preserve the confidentiality of the non-public information exchanged in connection with the use of the Service and not to disclose it to third parties without authorization, subject to legal or regulatory obligations.

16. Amendment of the terms

The publisher reserves the right to amend these Terms to reflect changes to the Service or legal or regulatory developments. The Customer is informed of any substantial change. Continued use of the Service after the new Terms come into force constitutes acceptance thereof.

17. Governing law and jurisdiction

These Terms are governed by French law. Failing an amicable resolution, any dispute relating to their validity, interpretation or performance shall be submitted to the competent courts under the conditions of ordinary law.

18. Contact

For any question regarding these Terms, the Customer may contact the publisher via the [contact page](#).