

General Terms and Conditions of Use

Table of contents

1. PURPOSE	1
2. LEGAL NOTICE	1
3. PRESENTATION OF THE PLATFORM	1
4. GENERAL CONDITIONS OF ACCESS	2
5. CONDITIONS OF ACCESS TO THE SERVICE	3
6. BEEGUP COMMUNITY RULES	4
7. INTELLECTUAL PROPERTY	6
8. LIMITATION OF LIABILITY	7
9. CHANGES TO THESE CONDITIONS	7
10. DURATION AND TERMINATION	7
11. DISPUTES	7
12. MISCELLANEOUS PROVISIONS	8

1. PURPOSE

Welcome to BEEGUP!

These General Terms and Conditions of Use (hereinafter referred to as “T&Cs”) govern your use of BEEGUP, except in cases where we explicitly specify that separate conditions (and therefore not these ones) apply. They provide information on the BEEGUP service (hereinafter “the Service”) as detailed below. By creating a BEEGUP account or using the Service, you agree to the terms of these T&Cs.

All access to and/or use of the Service is considered as unconditional acceptance of and compliance with all terms of these T&Cs. These T&Cs are therefore a contract between you and the company LOUISE MICHEL in its capacity as publisher of this digital solution.

Should you not be prepared to accept some or all of these T&Cs, you are asked to not use the service.

2. LEGAL NOTICE

Pursuant to Article 6 of French Law no. 2004-575 of 21 June 2004 on confidence in the digital economy (LCEN), you are hereby informed that our website is published by LOUISE MICHEL, a simplified joint-stock company with registered office at 2 rue Diaz, 92100 Boulogne-Billancourt, France, and a share capital of 1000 EUR, represented by Sophie Malrieux, President.

3. PRESENTATION OF THE PLATFORM

BEEGUP is a very special platform:

For learners, the platform is a virtual mobility solution to exchange with partners. BEEGUP is the first European network for teenagers to speak foreign languages with each other in and out of class, allowing them to be immersed in their target language, to experience other cultures, and to start building their future network.

For teachers, the platform is a teaching solution to encourage autonomous speaking practice for students. BEEGUP is an all-round solution to set up exchange partnerships between European classes, create learning programs following a hybrid in-person/remote model, and track student progress through CEFR-certified proficiency tests and a dashboard of completed tasks.

The Service comprises all products, features, applications, technology, and software created and supplied by BEEGUP to fulfil our purpose for modern foreign language education: Speak more, speak better.

The Service does the following:

- **Offers personalised opportunities to create, communicate, exchange, develop relationships, discover and share.** Every person is unique. We want your relationships to work better based on shared interests and experiences, both as part of class groups and autonomous use. We have therefore created systems that seek to determine the people and interests that are important for you and others, and we use this information to help you find, create, and share experiences (learning programmes, content, interests and hobbies, etc.) and to find exchange partners to communicate and converse with. This primarily involves showing you content, features, and profiles that we think will interest you, and offering you different ways to use BEEGUP depending on what you and other people do both on BEEGUP and elsewhere.
- **Fosters a positive, inclusive, and safe environment.** We develop and use tools and we offer resources to members of our community to ensure that their experience is positive and inclusive, including when we think they might need our help. We also have teams and systems working to prevent abuse and breaches of our T&Cs and Policies, as well as to stop harmful or inappropriate behaviour. We use all information we have, including your information, to ensure that our platform stays safe. We may also share information about abusive or harmful behaviour with schools you go to, if such behaviour is reported by a person using the Service.
- **Develops and uses technology that allows us to constantly offer services to our growing community.** Managing and analysing information for our growing community is essential for our Service to run. A significant portion of our Service involves creating and using state-of-the-art technology to customise, protect, and improve our Service on a very broad scale for a large global community. Technology such as artificial intelligence and machine learning gives us the ability to use complex processes for all of our Service. Automated technology also allows us to maintain the integrity of our Service and ensure it runs.
BEEGUP uses technologies, systems, statistics, and information, including information about you that we have available, to provide a Service that is always being made better, safer, and more secure.
- **Ensures access to our Service.** To ensure that our Service runs internationally, we need to save and transfer data across our systems in the whole world, including outside of your country of residence. The use of this global infrastructure is necessary and essential for us to provide our Service.

4. GENERAL CONDITIONS OF ACCESS

The Service is financed by the sale of a user licence with schools and/or regional councils in France.

You can see content from our media partners and/or take CEFR-certified proficiency tests with the help of our commercial partner, Global Exam.

Use of the Service is subject to subscription. However, any costs that arise from accessing the Service, including costs associated with hardware, software, and internet access, are to be borne by you exclusively. You alone are responsible for the proper functioning of the IT equipment and internet connection.

We work hard to offer you the best service possible. However, we cannot guarantee a minimum quality level for the Service, nor can we guarantee that our messaging services will work 100% of the time with no disruptions, delays, or bugs. Many factors outside of our control may also impact your user experience with the messaging services and may lead to disruptions in your communication with other users. These include, but are not limited to, your local network, your firewall, your internet service provider, public internet connections, and the power supply.

In this regard, BEEGUP will take all reasonable measures available to it to ensure quality access to the Service, but shall not be held to an obligation to achieve this.

BEEGUP offers you a messaging service. No audio and/or video recordings are saved. Only text and audio messages are saved.

Furthermore, BEEGUP shall not be held liable for any network or server problems, nor any other event outside of its reasonable control, which impairs or prevents access to the Service.

BEEGUP reserves the right to stop, temporarily suspend, or change access to all or part of its Service without prior notice for maintenance or any other purpose, with no obligations nor right to compensation arising from this.

The messaging service is compatible with mobile and desktop accessibility features, particularly in terms of settings for screen contrast, colour, and text size.

5. CONDITIONS OF ACCESS TO THE SERVICE

Registration

Registration on and access to the Service on the platform is reserved to persons with a prior registration code from their school.

You must be at least 13 years of age, attend a school of ISCED level 3 (International Standard Classification of Education) or be a teacher of a modern foreign language. Your account must not have previously been deactivated for non-compliance with the law, our T&Cs or our Policies. You must not be a registered sex offender.

When you sign up, you must provide accurate, up-to-date information. You must regularly check that your information remains accurate.

You must provide a valid e-mail address where BEEGUP can send a confirmation of registration on the Service.

BEEGUP reserves the right in any and all cases to reject a registration request if the terms of these T&Cs are not complied with.

If you choose a username or similar identifier for your account, we reserve the right to change it if we find this appropriate or necessary (for example, if it infringes intellectual property rights or usurps the identity of another user, and/or if it seems inappropriate to us based on our good practices charter).

Deletion of content and deactivation or deletion of your account

We can delete any content or information that you share on the Service if we deem that it does not comply with the terms of these T&Cs or our Policies (including the BEEGUP Community Rules), or if we are required to do so by law.

We can immediately refuse to provide all or part of the Service to you, or stop providing all or part of the Service to you (in particular by closing or deactivating your access to BEEGUP) in order to protect our community or our Service, as well as if you create a risk or legal responsibility for us, if you infringe these T&Cs or our Policies (in particular our BEEGUP Community Rules), if you repeatedly infringe the intellectual property rights of others, or if we are required to do so by law. We can also change or discontinue the Service, delete or block content or information shared on the Service, or stop providing all or part of the Service if we deem that this is reasonably necessary to avoid or limit legal or regulatory consequences that would prejudice us.

In some cases in which we delete content, we will inform you of this and explain the options available to you to request that your case be re-examined. This option will not be available to you if you have seriously or repeatedly breached these T&Cs, or if doing so would result in a legal liability for us or a third party, harm our user community, or compromise or impair the integrity or functioning of our Service, as well as in the event of technical restrictions or a legal prohibition.

If you request the deletion of content or your account, the deletion process will begin automatically within 30 days of your request. Once the content deletion process has begun, the content will no longer be visible to other users. However, it remains subject to these T&Cs and our Privacy Policy. Once the content has been deleted, its final deletion from the back-up and recovery systems in the event of system failure may take up to 90 additional days.

For your information, each school year we will reactivate the accounts of those who have signed up for a new year (repeaters will create a new account for security). After the final year, the accounts will be deleted automatically.

If you delete your account or if we deactivate it, these T&Cs will no longer serve as an agreement between yourself and BEEGUP.

6. BEEGUP COMMUNITY RULES

We want BEEGUP to be a welcoming, secure, and safe environment. We need your help to create our community.

BEEGUP is a reflection of our diverse communities with different cultures, religions, and ages. We dedicated a significant amount of time to thinking about different viewpoints in order to create an environment that is open and safe for all.

We created the Community Rules to help you help us set up and protect this special community. By using BEEGUP, you agree to follow these Rules and our T&Cs. We also commit to following these Rules and hope that you will too. Breaking these Rules may lead to the deletion of content, the deactivation of your account, or other restrictions.

In some cases and for reasons related to awareness, we may approve the publication of content that goes against our community standards if this is in the general interest of the community. Such a decision will be made only after an assessment of the positive impact on the community weighed against the potential harm, and we will take the Universal Declaration of Human Rights into account when doing so.

- Only share photos and content that you have taken or created yourself or that you have the right to share.

As always, any content that you publish on BEEGUP belongs to you. Make sure that you publish authentic content, and do not publish anything that you have copied or taken from the internet for which you do not have the publishing rights. Learn more about intellectual property rights.

- Publish appropriate photos for a wide audience.
- When interacting with your exchange partners, ensure that you are kind, respectful, and constructive.
- Follow the law.

BEEGUP is not a place to support or defend terrorism, organised crime, or hate groups. BEEGUP is not a commercial space. You are strictly prohibited from using BEEGUP to sell or purchase any product or service. You are prohibited from offering sexual services and from using BEEGUP to purchase or sell firearms, alcohol or tobacco products, as well as all non-medical or pharmaceutical products.

We have a zero-tolerance policy for such behaviour and we condemn all forms of insults, harassment or bullying and/or threatening or sexual behaviour.

- Respect the other members of the BEEGUP community.

We want to foster a positive, diverse community. We will delete all accounts reported for threatening behaviour or hate speech, as well as any behaviour targeted against individuals for the purpose of humiliating or degrading them, any use of personal information for blackmail or harassment/bullying purposes, as well as all repetitive unwelcome behaviour.

Violence and encouragement of personal attacks due to race, ethnicity, nationality, sex, gender, sexual identity, sexual orientation, religion, disability, or health is never acceptable.

- Please use our integrated report feature to report all inappropriate and/or deviant behaviour.

When you send a report, try to provide as much information as possible, such as the usernames and a description of their behaviour and/or messages, to help us respond quickly. However, you must not do anything that will interfere with or harm the normal running of the service. This includes any improper use of the reporting, complaint or appeal channels, such as by sending false or unjustified reports or appeals.

- In some cases, you may not appreciate what your partner is saying during a text, audio and/or video exchange, even though they are still following the Community Rules. In this case, you can unsubscribe or block the person. If you do not like a text message, you can delete it.

We may have to liaise with the authorities, particularly if there is a risk of physical harm or public security.

- You cannot do anything illegal, harmful to others, misleading or fraudulent, and you must not act towards an illicit or prohibited purpose.

- You cannot try to create accounts or collect or access information illegally. This includes the automatic creation of accounts or collection of information without our explicit permission.
- You cannot sell, licence or purchase an account or any data acquired from us or our Service. This includes any attempt to purchase, sell or transfer any part of your account (including your username), to request, collect or use the log-in details of any other user, to request or collect BEEGUP usernames or passwords, or to misuse access tokens.
- You cannot use a domain name or URL in your username.

We are grateful for your support in creating this first European network for language learners.

7. INTELLECTUAL PROPERTY

All elements on the BEEGUP platform are protected by French copyright law and trademark law.

All elements on the platform, including trademarks, logos, graphic designs, graphic charts, icons, text, applications, scripts, features and any selection or combination thereof displayed on the platform are the exclusive property of BEEGUP. Access to the Service does not result in the transfer of these rights.

The right to use the site are granted in digital form only for the purpose of viewing the pages visited. This use is personal, non-transferable, and non-exclusive.

You are prohibited from copying, reproducing, changing, broadcasting, displaying or selling, in any method or form, in whole or in part, any element on or related to the platform in any manner and for any other purpose, including commercial purposes, without prior written approval from BEEGUP.

In the event of illegal or unapproved use of the platform, BEEGUP reserves the right to take all appropriate measures it deems necessary and, where applicable, to take legal action and/or report the offence to the legal authorities and the police.

If you use content covered by intellectual property rights that we own and make available on our Service (for example, for language activities, images, drawings, articles, videos or sounds), to create and share content on our Service, we will retain all rights related to our content.

You may not use content covered by intellectual property rights that we own and/or make available on our Service outside of our Service (for example, images, texts, drawings, articles, videos or sounds...). You may not use content covered by intellectual property rights that we own and/or make available on our Service outside of our Service (for example, images, texts, drawings, articles, videos or sounds...).

You may not use content covered by intellectual property rights that we own and/or make available on our Service (for example, images, drawings, articles, videos or sounds that we provide and that you add to content that you create or share), outside of the Platform.

You must obtain our written approval or an approval as part of an open-source licence to change, create derived works, decompile or attempt to extract our source code in any other way.

We do not claim ownership of your content, but you grant us a user licence for it. By content, we refer to your written and/or audio instructions. No changes will be made to your rights to your content. We do not claim ownership of content that you publish on or through the Service. You are free to share your content with your class groups and European exchange class groups however you wish. However, we require certain legal approvals from you (which we refer to as a "licence") to provide the Service. When you share or publish content protected by intellectual property rights on our Service or in a way related to our Service, you grant us a non-exclusive, free, transferable, global licence to host, use,

distribute, change, execute, copy, broadcast or publicly display, translate and create works derived from your content. The licence shall end once your content has been deleted from our systems. You can delete your content individually or all at once by deleting your account. To find out more about how we use information and the procedure to check or delete your content, read our Privacy Policy and our FAQs.

You shall allow us to use your username, profile photo and all information on your profile, your community of exchange partners, as well as the press review and proficiency tests features.

You shall allow us to display your username, your profile photo and information on your action (such as your “likes”) and connections (such as subscriptions) related to other accounts as well as all other content from our media partners and partner Global Exam that you consult or use, and we shall not pay you any compensation for this.

You shall allow us to download and install updates to the Service on your device.

8. LIMITATION OF LIABILITY

BEEGUP shall not be held liable for the accuracy or relevance of information published by you.

Access to your account requires a username and password. The password is personal and confidential. You shall undertake to keep your password secret and to not share it in any form. The use of the username and password online shall be done at your own risk. It is your responsibility to take all necessary measures to protect your own data from unauthorised access.

These provisions apply also to access codes shared by your school (that allow you to register on the Service). Access codes are also personal and confidential.

BEEGUP shall not be held liable for hyperlinks on the site that redirect to third-party websites.

As BEEGUP has no control of or power over the content published on third-party websites, you shall access them under your own responsibility.

BEEGUP shall not be held liable for any content, products or services displayed on third-party websites.

9. CHANGES TO THESE CONDITIONS

BEEGUP reserves the right to modify the terms, conditions and provisions of this contract at any time.

You are therefore advised to regularly consult the most up-to-date version of these General Terms and Conditions of Use available on this platform.

10. DURATION AND TERMINATION

You may terminate the contract with our Service at any time and for any reason by requesting the deletion of your account. We can change, suspend or terminate your access to or use of our messaging service for the reasons described in these T&Cs.

11. DISPUTES

In the event of a dispute between you and BEEGUP, you shall first contact us to attempt to resolve the problem amicably. Should we need to contact you, we shall use the e-mail address listed on your BEEGUP account.

If BEEGUP is unable to resolve the dispute with you amicably, we shall mutually call upon a competent court (for disputes in its area of competency) or apply for a binding arbitration procedure to resolve a complaint or dispute (with the exception of a claim for injunctive or equivalent relief) due or related to these T&Cs.

Arbitration is a more informal solution than a trial before a court to settle our disagreements. For example, arbitration involves a neutral mediator rather than a judge and jury. It involves a more limited scope of justifying data and is only briefly examined by courts and tribunals. Although the procedure is less formal, mediators can still decide on the same compensation and the same measures as a court.

12. MISCELLANEOUS PROVISIONS

Should any of these T&Cs turn out to be illegal, invalid or inapplicable for any reason, the provision(s) in question shall be deemed null and void with no effect on the validity of the other dispositions which shall continue to apply.

These T&Cs are subject to French law.

The French version of this T&Cs shall be the sole binding version.