

## TERMS AND CONDITIONS OF SALE

### Table of contents

|     |  |    |
|-----|--|----|
| 1.  | PREAMBLE .....                                   | 2  |
| 2.  | DEFINITIONS .....                                | 2  |
| 3.  | PURPOSE OF THE GTCS .....                        | 3  |
| 4.  | APPLICATION AND ENFORCEABILITY OF THE GTCS ..... | 3  |
| 5.  | SERVICES .....                                   | 3  |
| 6.  | PRICE .....                                      | 4  |
| 7.  | ORDER .....                                      | 6  |
| 8.  | PAYMENT TERMS .....                              | 6  |
| 9.  | LATE PAYMENT .....                               | 7  |
| 10. | DELIVERY .....                                   | 7  |
| 11. | DURATION .....                                   | 8  |
| 12. | SETTLEMENT .....                                 | 8  |
| 13. | ACCESS TO SERVICES .....                         | 9  |
| 14. | WARRANTIES .....                                 | 9  |
| 15. | LIABILITY .....                                  | 10 |
| 16. | TERMINATION .....                                | 11 |
| 17. | FORCE MAJEURE .....                              | 11 |
| 18. | INTELLECTUAL PROPERTY .....                      | 12 |
| 19. | PERSONAL DATA PROTECTION .....                   | 12 |
| 20. | GENERAL PROVISIONS .....                         | 12 |
| 21. | APPLICABLE LAW AND JURISDICTION .....            | 13 |
| 22. | CONTACT .....                                    | 13 |



## 1. PREAMBLE

BEEGUP is an online platform dedicated to the learning of living languages for middle school and high school students, as well as international students and teachers, accessible at <https://app.beegup.com>.

BEEGUP particularly offers a secure virtual mobility solution that places oral practice at the core of its pedagogical approach to enhance students' language skills.

These General Terms and Conditions of Sale (hereinafter "GTCS") govern the relationship between the company LOUISE MICHEL, a simplified joint-stock company with a share capital of 1000 euros, registered with the Nanterre Trade and Companies Register under number 891 454 944, located at 2 rue Diaz, 92100 Boulogne-Billancourt and represented by Mrs. Sophie MALRIEUX, in her capacity as President (hereinafter "BEEGUP") on the one hand, and its Clients as defined in Article 2 of these GTCS, for any subscription to the Services offered by BEEGUP.

## 2. DEFINITIONS

**License:** Refers to the contract between BEEGUP and the Client granting access to the License Services. The License is valid for a school year as defined in Article 11 below of these GTCS.

**Client(s):** Refers to any legal entity, public or private, that subscribes to the Services offered by BEEGUP for purposes related to its professional activity. This includes Local Authorities, Educational Institutions, Schools, College, Universities, Educational Publishers, and/or Foreign Language Teachers.

**Local Authority(ies):** Refers to a category of Clients. This includes local government authorities, academies, rectorates, and their international counterparts.

**Educational Institutions:** Refers to a category of Clients. This includes educational institutions such as high schools and/or middle schools and/or universities and/or higher education institutions, as well as their international counterparts, public institutions, and/or training organizations such as French Institutes and their international counterparts.

**Administrator:** Refers to the individual representing the Client. This may include managers, accountants, school principals, or Education staff affiliated with the Client.

**Party(ies):** Refers to BEEGUP and/or the Client(s), collectively or separately.

**Platform:** Refers to the online platform "Beegup" published by BEEGUP, accessible at <https://app.beegup.com>

**Services:** Refers to the License Services subscribed to by the Client.

**License Services:** Refers to the services made available to Users for whom the Clients hold a License, as described in Article 5 below of these GTCS.



**Site:** Refers to the website <http://www.beegup.com> published by BEEGUP.

**Users:** Refers to individuals who use BEEGUP's Services, whose rights have been acquired by the Client they are associated with, which may include teachers or students from the same or various institutions, depending on the acquired rights.

### **3. PURPOSE OF THE GTCS**

The purpose of these GTCS is to define the rights and obligations of the Parties in the context of the provision of Services offered by BEEGUP to its Clients. They therefore apply to any order placed by the Client as defined in Article 7 of these GTCS.

### **4. APPLICATION AND ENFORCEABILITY OF THE GTCS**

Clients who place an order acknowledge that they have been provided with these GTCS in a clear and comprehensible manner prior to placing their order and declare that they have accepted them before placing any Order.

The applicable GTCS are those in effect on the date the order is placed.

BEEGUP reserves the right to adapt or modify these GTCS at any time. Unless subject to a specific legal obligation or to address unforeseen or imminent cybersecurity risks, the new General Terms and Conditions of Sale will only apply to the contractual relationship between the Parties from the effective date of a new License, if the Client wishes to renew the License, and provided that they have been communicated in advance by BEEGUP to the Client, by any means, and accepted by the Client.

No special conditions may prevail over these GTCS unless agreed in writing and signed by both Parties. Any contrary condition posed by the Client, not expressly accepted by BEEGUP, will therefore be unenforceable against BEEGUP regardless of when it is brought to their attention.

These GTCS and all their updates are permanently accessible on the Site at the following link: [https://www.beegup.com/en/files/ugd/e7e668\\_e20881f4a88e414182ebfbafa8d712c5.pdf](https://www.beegup.com/en/files/ugd/e7e668_e20881f4a88e414182ebfbafa8d712c5.pdf) for printing and/or downloading, allowing the Client to reproduce or save them.

### **5. SERVICES**

The Services offered to Clients by BEEGUP are services in the form of Licenses available in multiple languages and with 2 options for Student Users: a guided mode and an autonomous mode.

The Services include License Services and are made available to the Client for the following Users of their institution(s):

- Students: Particularly to offer them a community of pen pals to speak and progress quickly while being comfortable with oral communication.

- Foreign Language Teachers: Particularly to enable them to create a community of teachers through exchange classes and to work with students using correspondents in guided activities.

## **5.1 License Services**

The License Services are offered by BEEGUP in the form of Licenses.

Licenses are offered by language and by guided mode or autonomous mode for students and are subscribed to for a defined number of students.

Licenses provide access to the License Services detailed below and accessible on the Platform, at <https://app.beegup.com>, using available technologies, including a computer, tablet, and/or mobile device.

The License Services are only accessible to Users for whom the Clients hold a License, namely the students for whom the License is subscribed as well as all foreign language teachers from the Client's institution(s).

The License Services include the full range of the following services for teacher and student Users in autonomous mode:

- Access to a selection of video articles;
- Access to a selection of educational content and/or conversation topic sheets;
- Access to profile recommendations to meet pen pals or peers with similar interests as the User(s), provided there are pen pals or peers actually available on the Platform;
- Access to conversational tools (audio, video, and text) for secure "live" exchanges;
- Access to a workspace:
- Allowing foreign language teachers to create virtual classrooms and exchange virtual classrooms with other teachers in reciprocity for the languages taught, both within and outside the Institution, and to propose guided activities;
- Allowing students to work on the guided activities proposed by their teacher(s).

The License Services include the full range of the following services for student Users in guided mode:

- Access to a selection of educational content and/or conversation topic sheets;
- Access to pen pal profiles only in the exchange virtual classrooms created by their teacher-users.
- Access to conversational tools (audio, video, and text) for secure "live" exchanges;
- Access to a workspace to work on the guided activities proposed by their teacher(s) in virtual classrooms and virtual exchange classrooms.

## **6. PRICE**



The prices of the Licenses are available through these terms on the Site via a quote request at <https://www.beegup.com/offres> and in the catalogs of BEEGUP's distributors provided to Clients.

Prices:

#### Secondary Education

- Student License - 1 year: €7 excluding VAT (seven euros excluding VAT)
- School License - 1 year - Unlimited Users: €2,958 excluding VAT (two thousand nine hundred fifty-eight euros excluding VAT)

#### Higher Education

- Student License - 1 year: €25 excluding VAT (Twenty-five euros excluding VAT)
- School License - 1 year - Unlimited Users: €5016 excluding VAT (Five thousand sixteen euros excluding VAT)

Teacher licenses are provided free with the purchase of student licenses.  
The school license includes Teacher and administrative staff licenses.

The price of the school license applies individually to each school based on its specific address. Therefore, a license can only cover a single school at a given address and cannot be extended to a group of schools or multiple institutions under the same organization.

The prices of the Licenses are those in effect on the date of the order.

Prices are stated in euros and excluding VAT.

The prices of the Licenses depend on the Client's category and the number of students at the relevant institution(s).

BEEGUP reserves the right to change its prices at any time, with the new prices becoming effective only if the Client wishes to renew their License, starting from the effective date of the new License, and provided that they have been communicated in advance by BEEGUP to the Client by any means. The conclusion of the new License constitutes acceptance of the new price by the Client.

### **6.1 License Prices for Local Authorities**

BEEGUP offers Local Authorities the option to cover the cost of the License for all or part of the Users from all or part of their educational institutions, to provide access to the License Services.

The price of the License for Local Authorities is a price excluding VAT per student or a flat fee per institution, depending on the number of students for which the Local Authority subscribes.



However, BEEGUP reserves the right to offer Local Authorities a flat rate based on agreements resulting from negotiations between the Parties.

## **6.2 License Prices for Educational Institutions (Schools)**

BEEGUP offers Educational Institutions (schools) the option to subscribe to Licenses, with the price depending on the number of students for which the Institution subscribes to the License.

The price of the License for Educational Institutions is a price excluding VAT per student or a flat fee per institution.

However, BEEGUP reserves the right to offer Educational Institutions a flat rate based on agreements resulting from negotiations between the Parties.

## **7. ORDER**

The Client places their order by completing the request for quotation form available online on the Site at the following address: <https://www.beegup.com/devis> or by sending their request via email to BEEGUP.

Any request received by BEEGUP will be subject to a preliminary quotation, valid for 30 days, sent to the Client by email along with these General Terms and Conditions of Sale (GTCS) as an attachment.

Upon receipt of the quotation and the GTCS by the Client, the Client sends BEEGUP a purchase order, either by postal mail or email, including the details of the quotation and specifying their email contact address(es).

Sending the purchase order by the Client to BEEGUP constitutes express acceptance of these GTCS by the Client.

An invoice is issued and sent to the Client by BEEGUP following the confirmation of their order, which specifies the number of Licenses subscribed, the price, and the billing address provided. The invoice is issued in euros.

Any order sent by the Client is final: it cannot be canceled, exchanged, or refunded, even if the Client subsequently decides to forgo the use of the Services.

## **8. PAYMENT TERMS**

The placement of the order implies payment by the Client.

For Clients who qualify as “contracting authorities” under the Public Procurement Code, the issued invoice is payable within thirty days as defined in Article R. 2192-10 of the Public Procurement Code concerning the payment deadline.



For other Clients, except those located outside the European Union, this period may exceed 30 days, but not exceed 60 days from the invoice date (or 45 days end of month).

For Clients located outside the European Union, this period may extend up to 90 days from the invoice date.

All payments must include the invoice number.

The payment methods available to the Client are as follows:

- For Clients subject to public accounting: by administrative mandate, validated by the local authority or public organization. The order must have been accepted by the paying organization.
- In all other cases, by check, postal order, bank transfer, credit card, or any other payment method proposed by BEEGUP at the Client's choice expressed at the time of the order.

The Client guarantees to BEEGUP that they have the necessary authorizations to use the payment method when placing the order.

However, BEEGUP reserves the right to suspend or cancel any order execution, regardless of its nature or level of execution, in the event of refusal of payment authorization by officially accredited bodies or failure to pay or partial payment of any amount due by the Client to BEEGUP, in case of payment incident, or in case of fraud or attempted fraud related to the use of the site and payment for an order.

## **9. LATE PAYMENT**

Any amount, whether including or excluding VAT, that remains unpaid after the due date will incur late payment penalties set at three times the legal interest rate. These penalties are automatically due and will be charged to the Client's account by default.

BEEGUP reserves the right to seek the competent court to enforce compliance, with a daily penalty for each day of delay.

Furthermore, BEEGUP also reserves the right to suspend or cancel the current License in the event of partial or total non-payment of an order.

## **10. DELIVERY**

Delivery corresponds to sending an email to the contact(s) designated on the order form or associated with the Client's account on the Site, containing an activation code for each User. This code allows their respective access to the License Services subscribed by the Client, subject to the creation of a User account, the terms of which are defined in the Platform's Terms of Use, attached to the email.

The Terms of Use for the Platform are also accessible on the Site or via the following link: [https://www.beegup.com/en/files/ugd/e7e668\\_e20881f4a88e414182ebfbafa8d712c5.pdf](https://www.beegup.com/en/files/ugd/e7e668_e20881f4a88e414182ebfbafa8d712c5.pdf)



The Client agrees to retain the information contained in this email, including its attachments.

The Client acknowledges that the activation codes are exclusively reserved for the use of Users from their institution(s). The Client may not, in any way, communicate an activation code to third parties except for their Users.

BEEGUP makes every effort to deliver accepted orders as quickly as possible, provided that payment is confirmed by its banking institution.

The order leads to an average delivery time of 48 hours from the payment confirmation by BEEGUP's banking institution. However, this delivery time is provided for informational purposes only.

Any delay compared to the initially indicated delivery time shall not justify the cancellation of the Client's order, nor give rise to any penalty or compensation.

All deliveries are made to the destination specified on the order form (valid email and/or postal address of the Client).

## **11. DURATION**

Each License is concluded for the duration of a school year, the calendar of which is set annually by ministerial decree or its international equivalent.

The License takes effect from the start date of the school year specified in the ministerial decree or its international equivalent, or from the date of subscription to the License if this is after the start date of the school year specified in the ministerial decree or its international equivalent.

The License is concluded for the duration of the relevant school year and ends on the date of the school year specified in the ministerial decree or its international equivalent.

The License automatically ends at the contractual expiration. To continue accessing the Services, the Client must subscribe to a new License with BEEGUP.

At the end of the License, the User Accounts associated with the License will be deleted if the Client does not wish to renew the License.

## **12. SETTLEMENT**

The Client subscribes to Licenses with pricing conditions depending on the number of students at their school(s) for which they subscribe.

The Client may, however, modify the number of students at their school(s) for which they have subscribed during the term of the License.

The Client agrees to send their request for modification of the License to BEEGUP via email.





The adjustment of License conditions will be subject to a revision accepted in writing by BEEGUP, and an adjustment invoice will be issued and sent to the Client by BEEGUP.

This adjustment invoice is due according to the conditions specified above in Article 8 of these General Terms and Conditions of Sale.

From the confirmation of payment by BEEGUP's banking institution, BEEGUP agrees to send the Client an email including an Activation Code for each new User, granting their respective access to the License Services subscribed to by the Client, subject to the creation of a User account, the terms of which are defined in the General Terms of Use of the Platform available on the Site.

### **13. ACCESS TO SERVICES**

The Activation Codes sent by BEEGUP to the Client following their subscription to a License provide access to the License Services for which they have subscribed, subject to the creation of a User account, the terms of which are defined in the General Terms of Use of the Platform available on the Site.

BEEGUP agrees to provide the Activation Codes to the Client under the conditions set out in Article 10 of these General Terms and Conditions of Sale.

The Client agrees that the use of the Platform by its Users will be subject to analysis by BEEGUP, with data processed anonymously throughout the License period (and 6 months after expiration) to (i) enhance and personalize the Services based on the preferences of students and teachers, and (ii) understand the usage of the Services to adapt them if necessary.

BEEGUP is committed to implementing all necessary measures to ensure Users have reliable and fast access to the Services. However, the User is solely responsible for the proper functioning of their computer equipment and Internet access.

For any request for information, clarification, or complaint, the Client should contact BEEGUP's Customer Service to allow them to attempt to resolve the issue.

BEEGUP's Customer Service can be reached:

By email: [scacouault@beegup.com](mailto:scacouault@beegup.com)

By mail: LOUISE MICHEL, 2 rue Diaz, 92100 Boulogne-Billancourt

### **14. WARRANTIES**

**The present General Terms and Conditions are subject to the legal warranty conditions provided for in Articles 1641 and 1648 of the French Civil Code, reproduced below:**

**Article 1641 Civil Code:** “The seller is liable for the warranty regarding hidden defects in the sold item that render it unfit for the use for which it was intended, or that reduce its use to such an extent that the buyer would not have acquired it or would have paid a lower price if they had known about these defects.”

**Article 1648 paragraph 1 Civil Code:** “The action resulting from hidden defects must be brought by the buyer within two years from the discovery of the defect.”

## **15. LIABILITY**

BEEGUP shall not be held civilly liable towards the Client or its Users for any direct or indirect damages resulting from the use of the Services, whether express or implied.

In no event shall BEEGUP be liable for any damages of any kind, including but not limited to loss of business, loss of data, loss of opportunity, or any other financial loss resulting from the use or inability to use the Services described herein. Additionally, any assistance provided by BEEGUP in using the Services does not create any additional warranty beyond these terms.

BEEGUP shall not be liable for any inability of a User to find a pen pal or peer on the Platform, as it cannot guarantee the registration or availability of such individuals throughout the duration of the License.

Except in cases of gross negligence (unintentional) and/or fraudulent behavior (intentional) and/or failure to fulfill an essential obligation, BEEGUP’s liability is limited, in total, to an amount equivalent to the annual sum paid by the Client for the License, at the time the damage occurred.

BEEGUP is not responsible for the use or interpretation of the Platform by Users, including their failure to comply with the Community Rules and Code of Conduct mentioned in Article 6 of the General Terms of Use of the Platform available on the Site.

BEEGUP is not responsible for any statements, information, content, or text, audio, and video messages made or published by Users on the Platform.

Hyperlinks on the Platform linking to third-party websites do not engage BEEGUP’s responsibility.

If a User finds that statements or content posted on the Platform are clearly illegal, such as defamatory, disparaging, racist, or infringing on privacy, or if a hyperlink points to third-party content that may be considered illegal, the User can report it to their referring Establishment’s head or to BEEGUP, provided they have informed the referring head first, via the reporting email address provided on the Platform, including the following details:

- If the reporter is an individual: their name, email address;
- Information about the User who posted the illegal content or statement;
- Description of the disputed content or statement;
- Legal reasons why the content or statement should be removed or made inaccessible;
- Any correspondence sent to the author of the illegal content or statement.



BEEGUP commits to forwarding the report to the referring Establishment head of the User who posted the illegal content or statement, by any means and as soon as possible, and to facilitate communication between the referring heads of both parties.

As a content host of the Platform, BEEGUP reserves the right to remove any clearly illegal content (written and/or audio messages, written and/or audio instructions) that has been reported, in accordance with the applicable legal provisions, including those provided in the LCEN of June 21, 2004.

BEEGUP also reserves the right to delete the reported User's account without the Client being able to object to such deletion or any other sanctions imposed against the User for non-compliance with the General Terms of Use.

BEEGUP's liability shall not be sought in any case regarding the exercise of this right to remove or withdraw reported content and/or accounts.

## **16. TERMINATION**

The contract will be automatically terminated, in whole or in part, depending on the breach, if the Client fails to fulfill any of its obligations, which remains unremedied despite a formal notice to perform that has been ineffective for 8 days, without prejudice to any damages that may be owed.

The termination will immediately end the accessibility of the Platform for Users. The sums paid to BEEGUP for the current License will be definitively retained by BEEGUP. No compensation can be claimed from BEEGUP following this termination.

The contract will be automatically terminated, in whole or in part, depending on the breach, if the Client fails to fulfill any of its obligations, which remains unremedied despite a formal notice to perform that has been ineffective for 8 days, without prejudice to any damages that may be owed.

## **17. FORCE MAJEURE**

Force majeure events are defined as any irresistible, external, unforeseeable, and unavoidable events beyond the Parties' control, as outlined in Article 1218 of the Civil Code, which cannot be prevented by the Parties despite all reasonably possible efforts. Specifically, force majeure events or unforeseen events include, but are not limited to: epidemics, pandemics, transportation or supply chain disruptions, earthquakes, fires, storms, floods, lightning, network outages, or issues related to external telecommunications networks beyond the clients' control.

The Party invoking the above circumstances must immediately notify the other Party of their occurrence and cessation.

The Parties will collaborate to assess the impact of the event and agree on the conditions under which the contract will be continued. If the force majeure event lasts longer than three months, the present Terms and Conditions may be terminated by the affected Party.

## **18. INTELLECTUAL PROPERTY**

The Site is protected by Intellectual Property Code, which includes legislation governing copyrights and related rights, trademark law, design and model law, and patent law.

BEEGUP is the exclusive owner of all intellectual property rights relating to both the structure and content of the Site (including texts, logos, images, sound elements, software, icons, layout, databases, or any other data contained on the Site) or has duly acquired the rights necessary for the exploitation of the structure and content of the Site, without any limitation.

Trademarks and logos reproduced on the Site (including those of BEEGUP or its partners) are registered by the companies that own them. Any reproduction, in whole or in part, of these trademarks or logos, by any means whatsoever, without the prior authorization of the concerned owner is prohibited.

The Site, as well as all its components (such as but not limited to, texts, images, illustrations, photographs, and databases) are the exclusive property of BEEGUP or are subject to an exploitation authorization solely granted to BEEGUP.

Any use outside of these Terms and Conditions is prohibited and constitutes an infringement punishable by the Intellectual Property Code, legislative and regulatory provisions of all countries, and international conventions.

For information regarding the intellectual property of content published by BEEGUP and/or Users on the Platform, please refer to the General Terms of Use of the Platform available on the Site or at the following link:

[https://www.beegup.com/en/files/ugd/e7e668\\_e20881f4a88e414182ebfbafa8d712c5.pdf](https://www.beegup.com/en/files/ugd/e7e668_e20881f4a88e414182ebfbafa8d712c5.pdf)

## **19. PERSONAL DATA PROTECTION**

For information on the collection of personal data that BEEGUP may undertake, please refer to our Privacy Policy available on the Site or at the following link:

[https://www.beegup.com/en/files/ugd/e7e668\\_c805985a1d0f41f2bbc314b44b4bc515.pdf](https://www.beegup.com/en/files/ugd/e7e668_c805985a1d0f41f2bbc314b44b4bc515.pdf)

## **20. GENERAL PROVISIONS**

If one or more provisions of these Terms and Conditions are deemed invalid or declared as such under any law, regulation, or by a final decision of a competent jurisdiction, the remaining provisions will retain their full force and effect.

The failure of either Party to assert a breach by the other Party of any of the obligations set forth in these Terms and Conditions shall not be interpreted as a waiver of the obligation in question for the future.



In case of difficulty in interpreting any of the headings at the beginning of the clauses and any of the clauses themselves, the headings shall be considered non-existent.

## **21. APPLICABLE LAW AND JURISDICTION**

These Terms and Conditions are governed by and construed in accordance with French law.

The Parties agree to seek an amicable resolution to any dispute that may arise from the interpretation, validity, or execution of the Contract.

In the absence of an amicable resolution, any dispute between the Parties shall be submitted to the jurisdiction of the French courts.

The French version of these Terms and Conditions is the only version that is legally binding.

## **22. CONTACT**

For any information, questions, or in case of difficulties (including if you do not receive the email with the activation code), you can contact BEEGUP:

### **By mail:**

LOUISE MICHEL  
2 rue Diaz  
92100 Boulogne-Billancourt  
France

**By phone:** +33 (0)6.22.49.28.78

**By email:** [scacouault@beegup.com](mailto:scacouault@beegup.com)

**Via the Website and its contact form:** [Send us an email](#)