



General Terms and Conditions of Use

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1. PURPOSE

Welcome to BEEGUP!

These Terms and Conditions (or "Terms") govern your use of BEEGUP, except where we expressly state that separate terms (and not these Terms) apply, and provide information about the BEEGUP Service (the "Service"), detailed below. By creating a BEEGUP account or using the Service, you agree to be bound by the terms of these Terms.

Any access to and/or use of the Service implies acceptance of and compliance with all the terms of these Terms and their unconditional acceptance. They therefore constitute a contract between you and LOUISE MICHEL, as publisher of the digital solution.

In the event that you do not wish to accept all or part of these Conditions, you are requested to renounce all use of the Service.

2. LEGAL NOTICE

Pursuant to article 6 of law no. 2004-575 of 21 June 2004 on confidence in the digital economy, it is hereby specified that the digital solution is published by LOUISE MICHEL, a simplified joint stock company, whose registered office is at 2 rue Diaz 92100 Boulogne-Billancourt, with share capital of 1370 euros, and represented by Sophie MALRIEUX in her capacity as Chairman.

3. PRESENTATION OF THE PLATEFORM

BEEGUP is a remarkable platform:

For you secondary school pupils and/or students, the platform is a virtual mobility solution for speaking with pen pals. BEEGUP is the first international network for secondary school pupils and/or students to speak modern foreign languages with pen pals, immerse themselves in the language studied, open up to other cultures and create the student and/or professional network of tomorrow.

For teachers, the platform is a pedagogical solution to stimulate independent oral practice by secondary school pupils and/or students. BEEGUP is a holistic solution that enables you to create exchanges between international classes, offer guided activities in your virtual classes and monitor the tasks completed.

The Service includes all the BEEGUP products, functions, applications, technologies and software that we provide to you in order to fulfil BEEGUP's mission: to speak modern foreign languages better.

In the context of access to the Beegup service via GAR, the GDPR policy for users originating from GAR is available and detailed in the link below:

<https://app.beegup.com/docs/fr/rqpd-policy-gar.pdf>

The Service includes the following aspects:

- Providing personalized opportunities to create, communicate, exchange, connect, discover and share: everyone is different. We want to strengthen your connections through shared interests and experiences in virtual classrooms and independent use. So we create systems that try to find out which people and interests



are important to you and to others, and we use this information to help you find, create and share experiences (teaching sequences, content, interests, etc.) and find peers to exchange, communicate and converse with. This includes highlighting content, features and profiles that may be of interest to you, and offering you a variety of ways to use BEEGUP based on what you and others are doing on and off BEEGUP.

- Creating a positive, inclusive and safe environment: We develop and use tools and offer resources to members of our community to help make their experiences positive and inclusive, including when we think they might need our help. We also have teams and systems in place to deal with abuse and breaches of our Terms and Policies, as well as harmful and misleading behavior. We use all the information available to us, including yours, to try to keep our platform safe. We may also share information about misuse or harmful use with the schools to which you belong, if such conduct is reported by someone using the Service.

- Develop and use technology to enable us to constantly offer services to our growing community: managing and analyzing information for our growing community is essential to our Service. A large part of our Service consists of creating and using cutting-edge technologies capable of personalizing, protecting, and improving our Service on a very large scale for a large global community. Technologies such as artificial intelligence and machine learning give us the ability to apply complex processes across our Service. Automated technologies also enable us to ensure the operation and integrity of our Service.

BEEGUP uses technology, systems, statistics, and information, including information about you that we have, to provide better, safer and more secure services.

- Ensuring access to our Service: To operate our Service internationally, we need to store and transfer data across our systems around the world, including outside your country of residence. The use of this global infrastructure is necessary and essential to provide our Service.

4. GENERAL CONDITIONS OF ACCESS

The Service is financed by the sale of an operating license to schools and/or higher education establishments and/or teachers and/or regional councils.

You can view content from our educational publishing partners and/or access authentic news video content and/or educational content.

Use of the Service is subject to subscription. You are solely responsible for all costs associated with accessing the Service, including hardware, software, and Internet access costs. You are solely responsible for the proper functioning of your computer equipment and Internet access.

We work hard to provide the best possible service. However, we cannot guarantee any minimum level of quality of service or that our email services will always operate without disruption, delay, or error. Several factors beyond our control may also affect your experience of using the email services and may cause disruption to your communication with other users, including but not limited to your local area network, firewall, internet service provider, public internet and power supply.

In this respect, BEEGUP uses all reasonable means at its disposal to ensure quality access to the Service but is under no obligation to do so.



BEEGUP provides you with a messaging service. No audio and/or video conversations are recorded. Only text and audio messages are saved and may be deleted at any time by the user.

Furthermore, BEEGUP cannot be held responsible for any malfunction of the network or servers or any other event beyond reasonable control, which prevents or degrades access to the Service.

BEEGUP reserves the right to interrupt, temporarily suspend or modify without notice access to all or part of the Service, to carry out maintenance, or for any other reason, without the interruption giving rise to any obligation or compensation.

The Messaging Service is compatible with the accessibility functionality on mobile or computer, by providing the possibility of modifying the different options of screen contrast, colors and text size.

5. CONDITIONS OF ACCESS TO THE SERVICE

Registration

Registration and access to the platform's services are reserved for people who have previously received an activation code issued by the institution to which they belong.

You must be at least 11 years old, a secondary school pupil and/or ISCED 3 (International Standard Classification of Education) student and/or a foreign language teacher. Your account must not already have been deactivated for failure to comply with the law or with our Terms and Policies. You must not have been convicted of any sexual offences.

When registering, you will need to create an account and provide accurate and up-to-date information. You should regularly check the accuracy of your details.

You must provide a valid e-mail address to which BEEGUP will send confirmation of registration for the services.

In any event, BEEGUP reserves the right to refuse a request to register for the Services in the event of non-compliance with the provisions of these Terms.

If you choose a username or similar identifier for your account, we may change it if we believe it is appropriate or necessary to do so (for example, if it infringes someone's intellectual property or impersonates another user and/or we believe it is inappropriate under our BEEGUP Community Rules and our Code of Conduct available on the Platform).

Deletion of content and deactivation or termination of your account

We may remove any content or information you share on the Service if we believe it violates these Terms and our Policies (including the BEEGUP Community Rules and our Code of Conduct available on the Platform), or if we are required to do so by law.



We may immediately refuse to provide the Service to you or stop providing the Service to you in whole or in part (including terminating or deactivating your access to BEEGUP) in order to protect our community or our Services, or if you create a legal risk or liability for us, violate these Terms or our Policies (including our BEEGUP Community Rules and Code of Conduct available on the Platform), if you repeatedly infringe the intellectual property rights of others, or if we are required to do so by law. We may also modify or terminate the Service, remove, or block content or information shared on the Service or cease to provide all or part of the Service if we believe that it is reasonably necessary to do so in order to avoid or mitigate legal or regulatory consequences adverse to us.

In some cases where we remove content, we will notify you and explain the options available to you to request a review. You will not be able to make such a request if you are in serious or repeated breach of these Terms or if it gives rise to legal liability for us or any third party, damages our user community, or compromises or impairs the integrity or operation of our Services, or where there are technical restrictions or where we are prohibited from doing so for legal reasons.

When you request to delete content or your account, the deletion process will automatically begin within 30 days of your request. When the process of deleting such content begins, the content is no longer visible to other users, but remains subject to these Terms and our Privacy Policy. Once the content has been deleted, it may take up to a further 90 days for it to be removed from the backup and disaster recovery systems.

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

If you delete or we deactivate your account, these Terms will terminate as an agreement between you and BEEGUP.

6. BEEGUP COMMUNITY RULES

We want BEEGUP to remain a caring, safe, and secure space. Help us cultivate this community.

BEEGUP reflects our diverse communities in terms of culture, religion, and age. We've spent a considerable amount of time reflecting on different points of view to create an open and safe environment for everyone.

We have created Community Rules and a Code of Conduct which can be accessed on the platform so that you can help us to create and protect this remarkable community. By using BEEGUP, you agree to follow these Rules, this Code of Conduct, and our Terms. We are committed to following these Rules and expect you to do the same. Violation of these Rules and the code of conduct available on the platform may result in the deletion of content, the deactivation of accounts or other restrictions.

In certain cases, for the purposes of raising awareness, we authorize the publication of content that goes against our community standards if it is relevant and in the public interest. We take this decision only after



weighing the positive impact on the public interest against the potential harm, and we are guided by universal human rights principles.

- Only share content that you have created or that you have the right to share.

As always, the content you post on BEEGUP belongs to you. Remember to publish authentic content, and do not publish any content that you have copied or obtained from the internet and to which you do not have publishing rights. Find out more about intellectual property rights.

- In all your exchanges with your peers, make sure you are kind, respectful and constructive.
- Respect the law.

BEEGUP is not a place to support or praise terrorism, organised crime or hate groups. BEEGUP is not a commercial space: you are formally prohibited from using BEEGUP to sell or buy any product or service. It is forbidden to offer sexual services, to use BEEGUP to buy or sell firearms, alcohol or tobacco products between private individuals, and to buy or sell medical or pharmaceutical products.

We have zero tolerance of such behaviour and condemn all forms of disparagement, harassment and/or threatening or sexual comments.

- Respect other members of the BEEGUP community.

We want to encourage a positive and diverse community. We will remove any accounts reported for threatening or hate speech, speech that targets private individuals in an attempt to humiliate or disgrace them, use of personal information for blackmail or harassment, and repeated unwanted comments.

It is never right to encourage violence or attack anyone on the basis of race, ethnicity, nationality, sex, gender, sexual identity, sexual orientation, religious affiliation, disability or medical condition.

- Please do not hesitate to report any malicious and/or deviant behaviour to us using our integrated reporting option by sending an e-mail to contact@beegup.com.

When you send a report, try to provide as much information as possible, such as usernames and descriptions of comments and/or messages, so that we can react quickly. On the other hand, you may not do anything that interferes with or harms the intended operation of the Service. This includes misuse of any reporting, complaint or redress channel, such as making fraudulent or unfounded reports or appeals.

- It's possible that during a text, audio and/or video exchange you don't like what the other person has to say, but they respect the Community Rules. If this is the case, you can unsubscribe or block the person. If You Don't like a text or audio message, You can delete it.

We may be required to cooperate with the authorities, where there is a risk of physical harm or a threat to public safety.

- You may not do anything that is unlawful, harmful to others, misleading or fraudulent, or act for an unlawful or prohibited purpose.
- You may not attempt to create accounts or collect or access information illegally. This includes creating accounts or collecting information by automated means without our express permission.



- You may not sell, license, or purchase any account or data obtained from us or our Services. This includes attempting to buy, sell or transfer any aspect of your account (including your username), solicit, collect, or use the login credentials of other users, or request or collect BEEGUP usernames, passwords, or hijack access tokens.

- You may not use a domain name or URL in your username.

Thank you for participating in the creation of the first international network for secondary school pupils and/or students.

7. INTELLECTUAL PROPERTY

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

All elements of the platform, trademarks, logos, designs, graphics, icons, texts, applications, scripts, functionalities, as well as their selection or combination appearing on the platform are the exclusive property of BEEGUP and/or its partners and/or third parties. Access to the Service does not entail any transfer of the aforementioned rights.

The rights to use the site are only granted in digital form for the purposes of viewing the pages consulted, on a personal, non-transferable and non-exclusive basis.

You are prohibited from copying, reproducing, modifying, distributing, displaying or selling, by any process or in any form whatsoever, in whole or in part, any element of the platform or relating to it, by any process whatsoever, and for any other purpose including for commercial purposes, without the prior written authorisation of BEEGUP.

In the event of illegal or unauthorised use of the platform, BEEGUP reserves the right to take any appropriate measure it deems necessary and, if necessary, to take any appropriate legal action, and/or to report the offence to the judicial and police authorities.

If you use content covered by intellectual property rights that we own and make available on our Service to create and share content on our Service, we will retain all rights in our content.

You may not use content covered by intellectual property rights that we own and/or make available on our Service outside our Service.

You must obtain our written permission or permission under an open source licence to modify, create derivative works from, decompile or otherwise attempt to extract our source code.

We do not claim ownership of your content, but you grant us a licence to use it. By content, we mean all your written and/or audio instructions and/or any audio recordings, text and/or audio messages. No modification is made to your rights over your content. We do not claim ownership of the content you publish on or through the Service and you are free to share your content with your class groups and peer exchange class groups wherever you choose. However, we require certain legal permissions from you (which we call a "licence") to provide the Service. When you share, post or publish content protected by intellectual property



rights on or in connection with our Service, you grant us a non-exclusive, royalty-free, transferable, worldwide licence to host, use, distribute, perform, copy, publicly perform or display and translate it. The licence ends when your content is 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 how to control or delete your content, please see our Privacy Policy and FAQs.

You authorise us to use your user name and information relating to your profile and your community of peers.

You authorise us to display your user name, your avatar and information relating to your actions (such as "likes") and your relationships (such as followings) near or in connection with the accounts and any other content that you consult or with which you interact without paying you any compensation.

You agree that we may download and install updates to the Service on your device.

8. LIMITATION OF LIABILITY

BEEGUP cannot be held responsible for the accuracy and relevance of the information you put online.

Access to your account requires the use of a login and a password. The password is personal and confidential. You undertake to keep the password secret and not to divulge it in any form whatsoever. Use of the login and password via the Internet is at your own risk. It is your responsibility to take all necessary steps to protect your own data against any attack.

These provisions also apply to the activation code communicated by the establishment to which you belong (enabling you to register for the Service). The activation code is also personal and confidential.

BEEGUP cannot be held responsible for the hypertext links present on the site and referring to a third-party website.

As BEEGUP has no control over the content of any third-party site, you access them at your own risk.

BEEGUP may not under any circumstances be held liable for the content, products or services offered on any third-party site.

9. CHANGES TO THESE CONDITIONS

BEEGUP reserves the right to modify the terms, conditions, and notices of this contract at any time. You are therefore advised to regularly consult the latest version of the General Terms and Conditions of Use available on this platform.

10. DURATION AND TERMINATION



You may terminate your agreement with our Service at any time for any reason by requesting deletion of your account. We may modify, suspend, or terminate your access to or use of our Message Services for the reasons described in these Terms.

11. DISPUTES

In the event of a dispute between you and BEEGUP, you agree to contact us first to try to resolve the matter amicably. If we need to contact you, we will use the email address on your BEEGUP account.

If BEEGUP has not been able to resolve the dispute amicably with you, we mutually agree to apply to a court of competent jurisdiction (for claims within its jurisdiction) or to seek binding arbitration to resolve any claim, dispute, or controversy (excluding injunctive or other equitable relief) arising out of or relating to these Terms.

Arbitration is a more informal means of resolving our disagreements than litigation in a court of law. For example, arbitration uses a neutral arbitrator rather than a judge or jury, involves more limited disclosures and is subject to very limited review by courts and tribunals. Although the procedure is more informal, arbitrators can still claim the same damages and measures as a court.

12. MISCELLANEOUS PROVISIONS

If any part of the Terms is found to be illegal, invalid or unenforceable, for any reason whatsoever, the provision in question shall be deemed to be unwritten, without affecting the validity of the remaining provisions, which shall continue to apply.

These Terms and Conditions are governed by French law.

In legal terms, The French version of these terms and conditions, constitutes the sole authentic version.