Terms and Conditions of Use

Version updated on 03.01.2024

Terms and conditions of use :

OPPOSABILITY:

These general conditions of use (or "GCU") describe the terms of access and use of the websites (https://www.kaligo-apps.com/ and https://kidoo-apps.com/] (hereinafter referred to as the "Site(s)") published by Learn & Go, whose registered office is at 43, Square de la Mettrie, 35700 Rennes (hereinafter referred to as "Learn & Go" or "the Publisher").

The GCU apply to any person consulting the Site (hereinafter referred to as the "User").

The GCU are available for consultation via a link at the bottom of each page of the Site.

Use of the Sites is subject to acceptance of these terms of use by the User.

By accepting them, the User undertakes to comply with the stipulations and to visit the Sites regularly to keep abreast of any updates during the period of use.

Learn & Go invites the User to read the GCU carefully before using the service. To summarise:

- The User undertakes to use the Sites in accordance with the laws in force.
- Learn & Go complies with Law No. 2018-493 of 20 June 2018 and General Regulation (EU) 2016/79 of 27 April 2016 on Data Protection (RGPD).
- Intellectual property rights relating to any element not proposed by it.
- Learn & Go makes every effort to guarantee the security and availability of the Sites but is only bound by an obligation of means.
- The User undertakes to provide only truthful and up-to-date information when contacting the Publisher via the forms on the Sites.

MODIFICATION :

Learn&Go reserves the right to modify these conditions of use at any time and without prior notice.

The User is invited to regularly consult the latest updated version of the conditions available on the Sites.

In the event that the User continues to use the Sites after notification of the change to the conditions of use, he/she shall be deemed to have read, understood and accepted the new conditions of use.

INTELLECTUAL PROPERTY :

All screens, graphics and other information contained in the solution are the property of Learn&Go. Consequently, any reproduction, modification or distribution of these elements is prohibited without the prior written consent of their owner. The Kaligo brand and logo appearing on this solution are the property of Learn & Go. Any total or partial reproduction or representation of this brand or these logos, alone or integrated into other elements, without the express prior written authorisation of Learn & Go or the third party holding the rights to the brand or logo, is prohibited and will render the user liable in accordance with articles L.713-2 and L.713-3 of the French Intellectual Property Code.

The images or photographs of people or places appearing on the Sites are the property of Learn&Go or are used by Learn&Go with the agreement of the holders of the rights. Some of the images or photographs used come

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from royalty-free image banks (Fotolia, Getty Images, 123rf, Freepik or others). The use of these images or photographs by third parties is prohibited without specific, written and express authorisation from the Site Owner. All reproduction rights are reserved, including for downloadable documents and representations of images and photographs.

LIABILITY :

The Publisher makes every effort to ensure that the Sites function properly and are secure, but cannot be held responsible for any errors or omissions:

- The possible consequences of interruptions, delays or unavailability of the Sites due, in particular, to a break in service, maintenance work, external intrusion or the presence of computer viruses.
- Direct or indirect damage caused to the User's hardware when accessing the Site, resulting for example from a computer virus or the use of hardware, operating software or a search engine that is unsuitable or incompatible with the Sites.

HYPERTEXT LINKS :

It is forbidden to create any hypertext link to the Sites without the prior written consent of the Publisher. The Publisher is not responsible for hypertext links created by third parties and directed to the Site, nor for the content of third party sites to which hypertext links on its Site are directed. By way of exception, the Service Provider remains responsible for the Service it operates and to which the Sites refers by means of a hypertext link.

PERSONAL DATA :

Learn & Go complies with national and European regulations on the protection of personal data, in particular the RGPD (2016/679).

As part of the collection of personal data via the forms on the Sites, Learn & Go is responsible for Processing and complies with its confidentiality policy, which is available on the dedicated page of the Sites.

Learn&Go undertakes to do everything in its power to protect Users' personal data. By express agreement, this is an obligation of means.

PARTIAL NULLITY :

If, as a result of a court decision that has become final, any one of the stipulations herein is found to be null and void with regard to a rule of law in force, it will then be deemed unwritten, without this leading to the nullity of these conditions as a whole or affecting the validity of the other stipulations.

LANGUAGE :

The governing language of these general terms is French. Learn & Go has translated these general term into various languages using automatic translation tools, exclusively to enhance accessibility for visitors, prospects, and customers not proficient in French. This translated version is for informational purposes only, and Learn & Go cannot guarantee the quality or accuracy of the translation, nor can it assume any liability. In the event of a dispute concerning this policy, only the French version will be considered legally binding and authentic.

APPLICABLE LAW - DISPUTE :

These general terms and conditions of use are governed by French law.

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Prior to any legal action, the User undertakes to contact Learn & Go's customer service department at the e-mail addresses indicated on page 1 of these terms and conditions in order to attempt to resolve the dispute amicably.

The competent court to hear any dispute concerning the use of the Sites shall be :

- Exclusively the courts of Rennes if the user is a professional;
- Otherwise determined in accordance with the applicable rules of civil procedure.

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