Terms of Use

Version updated as of April 17, 2026

Part: Introduction – Purpose – Definitions

These Terms of Use (hereinafter the "**Terms**") govern the conditions of access to and use of:

- The websites accessible in particular at the following addresses: https://www.kaligo-apps.com/, https://www.kidoo-apps.com/ and https://www.kaligo-family.com/ (hereinafter the "**Websites**"), and
- The associated applications and services (hereinafter the "**Applications**"),

published and marketed by Learn & Go, a company registered under SIRET number 824 814 982 00032, whose registered office is located at 43 Square de la Mettrie, 35700 Rennes, France, reachable at contact@learn-and-go.com (hereinafter "**Learn & Go**" or the "**Publisher**").

For the purposes of these Terms:

- "**User**" means any individual or legal entity accessing the Websites and/or using the Applications, including when completing a form, creating an account, or subscribing to a subscription or license.
- "**Visitor**" means a User who only consults the public pages of the Websites without creating an account or accessing an authenticated area.
- "**Account**" means the personal authenticated space created by a User in order to access certain functionalities of the Applications and, where applicable, to manage linked accounts.

These Terms apply to all Users of the Websites and/or Applications under the conditions defined above.

Certain provisions apply exclusively to the use of the Websites, while others apply exclusively to the use of the Applications. Provisions identified as common apply in all cases.

Where access to paid features (including, but not limited to, a subscriber area and/or the Applications) is subject to a subscription, license or any other access right, the General Terms and Conditions of Sale (GTCS) shall apply in addition to these Terms.

In the event of any conflict, the documents shall prevail in the following order: (i) any specific terms that may have been accepted, (ii) the GTCS, (iii) these Terms.

1. Acceptance – Enforceability

Acceptance of the Terms is required when the User:

- creates an Account, accesses an authenticated area,
- uses a feature or service, subscribes to a subscription or license, or
- submits a request through a form made available on the Websites or through the Applications.

Where acceptance is required, it is formalized through a validation mechanism (such as an unticked checkbox or an equivalent mechanism) and recorded as evidence.

The mere consultation of the public pages of the Websites as a Visitor, without creating an Account and without using any functionality requiring express acceptance, does not constitute formal acceptance of the Terms through a validation mechanism.

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However, browsing the Websites implies the Visitor's commitment to comply with the provisions applicable to Visitors, including those relating to intellectual property, prohibited uses, hyperlinks, cookies, and liability.

2. Personal Data Protection

The processing of personal data in connection with the use of the Websites and Applications is governed by the Privacy Policy available on the Websites and, for professional clients, by Article 24 of the Terms and Conditions and the appended Data Processing Agreement (DPA).

3. Content and Data Provided by the User

The content, data and information entered or uploaded by the User through the Websites and/or Applications remain under the User's responsibility. The User represents and warrants that they hold all necessary rights and authorizations in relation to such content.

In order to enable the provision of the Websites and Applications, the User grants Learn & Go, for the duration of use and worldwide, a non-exclusive license to host, store, reproduce, display, technically adapt (including formatting), and process such content solely for the purposes of providing, maintaining and improving the services, as well as for security and evidentiary purposes.

Part: PROVISIONS APPLICABLE TO THE WEBSITES

4. Access to and Purpose of the Websites

The purpose of the Websites is to present the Applications, inform Users about their features, and enable Users to contact Learn & Go or subscribe to the services offered.

Access to the Websites is generally free and open, subject to any restrictions provided for by applicable laws and/or to sections that may be reserved for authenticated Users.

5. Lawful Use of the Websites

The User agrees to use the Websites in accordance with these Terms and for their intended purpose.

In particular, the User shall refrain from:

- using the Websites for unlawful, fraudulent, or unauthorized commercial purposes;
- infringing the rights of third parties or impairing the proper functioning of the Websites;
- attempting to gain unauthorized access to systems, data, or the Accounts of other users;
- introducing malicious programs or circumventing technical protection measures;
- reproducing, extracting, exploiting, or reusing all or part of the content or functionalities of the Websites without the prior authorization of Learn & Go;
- sharing access credentials outside the conditions provided for in these Terms.

In the event of a breach of these obligations, Learn & Go reserves the right to suspend or restrict access to the Websites, without prejudice to any legal action it may take.

6. Hyperlinks

The creation of hyperlinks to the Websites is permitted provided that:

- it does not create confusion regarding the source of the content;
- it does not damage the image or rights of Learn & Go; and
- it is not carried out for misleading purposes.

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Learn & Go reserves the right to request the removal of any hyperlink it considers non-compliant with these conditions.

The Websites may contain links to third-party websites. Learn & Go has no control over such websites and disclaims any responsibility for their content, products or services, or practices.

7. Cookies and Trackers

When browsing the Websites, cookies and other tracking technologies may be placed on the User's device in order to ensure the proper functioning of the Websites, measure audience metrics, and/or improve the browsing experience.

The conditions, purposes, and methods for configuring cookies are described in the Cookie Policy available on the Websites.

8. Liability (Websites)

Learn & Go uses reasonable efforts to ensure the accessibility and proper functioning of the Websites. This constitutes a best-efforts obligation.

To the extent permitted by law, Learn & Go shall not be held liable for temporary interruptions, technical malfunctions, hardware or software incompatibilities, or any indirect damages that may result from access to or interaction with the Websites, particularly where such events are caused by circumstances beyond its reasonable control.

Part: PROVISIONS APPLICABLE TO THE APPLICATIONS

9. Paid Access – Accounts and Roles

Access to the Applications is generally subject to the prior subscription to a subscription (or, where applicable, a license), the conditions of which (including price, duration, renewal, termination and any applicable refunds) are defined in the General Terms and Conditions of Sale (GTCS).

Use of the Applications requires the creation of Accounts allowing access and user management. Depending on the Application concerned and the context of use, access and administration may be organized as follows:

- Family context: a parent or legal guardian creates an Administrator Account and creates and/or links one or more Child Accounts.
- Institutional context (school, educational organization, association, professional practice or any other organization): the organization, through a duly authorized person, creates an Administrator Account enabling it to create and manage Accounts for its users (e.g., staff members, instructors) and, where applicable, Child Accounts.
- Individual professional context: a professional creates an Administrator Account enabling them, depending on the available functionalities, to create and manage profiles and/or Child Accounts for the persons whose follow-up or support they are responsible for.

The holder of the Administrator Account is responsible for the creation, management and use of linked Accounts (including Child Accounts), the safekeeping and confidentiality of access credentials, and represents that they have all necessary authorizations and permissions required to create and administer such Accounts and to allow the use of the Applications by minors.

The holder of each Account agrees to provide accurate, up-to-date and non-misleading information and to keep such information updated throughout the entire period of use of the Applications.

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10. General Obligations of the User

The User undertakes to respect the rights and freedoms of individuals (whether adults or minors) whose data they enter or with whom they interact through the Applications.

The User shall refrain from importing, publishing, transmitting, or making available through the Applications any content of any kind that:

- infringes the right to image, privacy rights, or the confidentiality of communications;
- constitutes unauthorized advertising or unsolicited solicitation;
- infringes the intellectual property rights of third parties, including copyright or trademark rights;
- harms the rights, interests, or security of third parties;
- encourages the consumption of alcohol, tobacco, or illegal substances;
- incites hatred, violence, criminal activity, terrorism, suicide, or self-harm;
- constitutes harassment;
- may be considered insulting, threatening, defamatory, discriminatory, xenophobic, racist, antisemitic, pornographic, pedophilic, revisionist, homophobic, or sexist;
- contains viruses, malicious code, or any program intended to interrupt, alter, destroy or limit the functionality of equipment or networks; or
- more generally, is contrary to applicable laws, public policy, or accepted standards of conduct.

Any User may report inappropriate content or behavior through Learn & Go's support services.

11. Capacity and Authorization – Accounts for Minors – Responsibilities of the Account Holder

The Applications are intended to be used:

- by individuals who have reached the age of majority and have the legal capacity to contract (e.g., parents, legal guardians, teachers, authorized staff members); and/or
- by minors only under the responsibility and supervision of an adult (legal guardian or educational/school organization) organizing access within the scope of their responsibilities.

Any person who creates an Account, accepts the Terms, administers an Account, invites a user, or creates or activates a Child Account represents and warrants that they: (a) are of legal age and legally competent; and (b) act either on their own behalf or have the necessary authority to act:

- as the legal representative of the relevant minor; and/or
- on behalf of an organization, and are duly authorized to bind it and organize access for minors; and/or
- as a professional involved in the follow-up or support of the minor, and have the necessary authorizations.

Where access is created or used for the benefit of a minor, the account holder or administrator responsible for such access:

- authorizes the minor's use of the Applications;
- undertakes to ensure reasonable supervision of such use; and
- remains responsible for compliance with these Terms for any use carried out through the associated Child Accounts.

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Any organization using the Applications for minors undertakes, under its responsibility, to:

- inform the legal guardians in advance of the use of the Applications (including at least: purpose, access methods, and categories of processed data);
- obtain, where required by applicable regulations and/or its internal policies, the necessary authorizations or consents before minors access the Applications;
- retain a record of such information and, where applicable, of the obtained authorizations, and be able to provide Learn & Go, upon reasonable request, with a certificate confirming compliance with these obligations (without transmitting excessive personal data);
- ensure proper management of access credentials and ensure that only authorized personnel or instructors administer Child Accounts.

Any person invited to access the Applications must first accept these Terms. The person issuing the invitation represents that they are authorized to invite the relevant third party and, where the access concerns a minor, to organize such access in accordance with this Article.

Learn & Go cannot systematically verify parental authority, the internal authorizations of organizations, or the collection of necessary authorizations or consents. Learn & Go relies on the representations and warranties provided in this Article.

To the extent permitted by law, Learn & Go shall not be held liable for the consequences of inaccurate declarations, lack of authorization, failure to inform, missing authorization or consent, or insufficient supervision attributable to a parent, organization, or professional.

Acceptance of the Terms is recorded through an electronic validation process (including timestamping and retention of consent logs) and retained as evidence.

12. Account Deletion

The User may request deletion of their Account at any time through the Applications interface or by contacting the relevant Learn & Go support services:

- Kidoo support, sales and technical teams: kidoo@learn-and-go.com
- Kaligo support, sales and technical teams: contact@kaligo-apps.com
- Kaligo Family support, sales and technical teams: hello@kaligo-family.com

Deletion of the Account results in the deactivation of access to the Applications. Associated data will be deleted or anonymized within a reasonable period, subject to:

- applicable legal retention obligations; and
- the need to retain certain information for evidentiary archiving, security purposes, or dispute management, limited to what is strictly necessary.

13. Termination – End of Access – Archiving

The conditions governing subscription termination and its effects are defined in the GTCS.

In any event, any end of access to the Applications (including termination, expiration of an access right, or failure to subscribe following a trial period) results in the deactivation of access to the Account and associated functionalities.

For a limited period following the end of access, the User may, where the functionality is available, reconnect in order to consult and/or retrieve certain data and/or request the deletion of their Account or their data,

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subject to legal retention obligations, technical constraints, and the provisions set out in these Terms, the GTCS, and the Privacy Policy.

14. Liability (Applications)

The content, exercises, recommendations and learning paths provided through the Applications (including where they rely on algorithmic systems or artificial intelligence) are intended for educational purposes and are provided for informational purposes only. They do not constitute a guarantee of progress, academic results, or a definitive assessment of the User's level.

It is the responsibility of the parent, legal guardian, teacher, professional, or responsible organization to assess the suitability of the exercises for the child's age, level, and situation, and to supervise the use of the Applications.

To the extent permitted by law, Learn & Go shall not be held liable for:

- indirect damages (including loss of opportunity, loss of business, reputational damage, etc.);
- the consequences of improper use, inappropriate configuration, or inaccurate information provided by the User;
- interruptions or malfunctions caused by circumstances beyond Learn & Go's reasonable control (including networks, service providers, devices, force majeure, etc.).

Learn & Go shall only be liable for direct, certain and proven damages resulting from a fault attributable to it.

Learn & Go is not subject to a general obligation to monitor content provided by Users. However, Learn & Go reserves the right to remove, restrict access to, or suspend content or an Account in the event of manifestly unlawful content, credible reports, or violations of these Terms.

15. Access, Maintenance, Modifications and Updates

Learn & Go reserves the right to temporarily suspend access to the Applications or to all or part of the services provided in the event of maintenance operations, updates, security requirements, or technical or organizational constraints.

Where possible, Learn & Go will inform Users in advance when a significant interruption is foreseeable.

Learn & Go may modify the Applications (including functionalities, interface, or access conditions) in order to improve the service, ensure security, comply with applicable regulations, or for technical reasons.

Furthermore, Learn & Go reserves the right to permanently or temporarily discontinue all or part of the Applications, in particular for technical, economic, or regulatory reasons, subject to reasonable notice where possible and without prejudice to any rights associated with an ongoing subscription, which remain governed by the GTCS.

Part: COMMON PROVISIONS (WEBSITES AND APPLICATIONS)

16. Intellectual Property

The structure, architecture, content and elements of the Websites and Applications, including but not limited to graphical and textual content, databases, code, software, images, sounds, videos, logos, trademarks and other distinctive elements, are protected and remain the exclusive property of Learn & Go and/or its partners.

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Any reproduction, representation, modification, adaptation, extraction or exploitation, in whole or in part, of the Websites or Applications, by any means and on any medium whatsoever, without the prior written authorization of Learn & Go, is strictly prohibited.

Subject to compliance with these Terms (and, where applicable, the General Terms and Conditions of Sale – GTCS), Learn & Go grants the User a non-exclusive, non-transferable and non-assignable right of access and use, strictly limited to use consistent with the intended purpose of the Websites and Applications.

This right of access does not imply any transfer of intellectual property rights to the User.

Any unauthorized use may constitute infringement and may give rise to liability on the part of its author.

17. Amendments to the Terms

Learn & Go reserves the right to modify, supplement or update these Terms of Use at any time, in particular in order to reflect legal, regulatory, case law, technical or functional developments affecting the Websites or the Applications.

The applicable Terms are those in force at the date of access to the Websites or use of the Applications. They are available at any time on the Websites and, where applicable, within the Applications.

In the event of a material modification, Learn & Go may inform Users holding an active Account by any appropriate means.

Continued use of the Websites or Applications after the effective date of the modifications constitutes acceptance of the updated Terms. If the User does not accept the updated Terms, they must cease using the Websites and Applications and, where applicable, request deletion of their Account and/or terminate their subscription in accordance with the GTCS.

18. Severability

If any provision of these Terms is held to be invalid or unenforceable by a final judicial decision under applicable law, such provision shall be deemed unwritten.

However, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

19. Language

These Terms are drafted in the French language. They may be translated into one or more languages for convenience purposes.

In the event of any discrepancy or inconsistency between a translated version and the French version, the French version shall prevail, to the extent permitted by applicable law.

This provision does not affect any mandatory rights that the User may benefit from under applicable law, particularly in their capacity as a consumer.

For Users acting in a professional capacity, only the French version of the Terms shall be binding, and any translations are provided for information purposes only.

20. Governing Law – Jurisdiction

These Terms are governed by French law.

- Professional Users (B2B): exclusive jurisdiction is granted to the courts having subject-matter jurisdiction within the jurisdiction of the Rennes Court of Appeal, including in the event of third-party proceedings or multiple defendants.

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- Consumers (B2C): the mandatory rules relating to territorial jurisdiction applicable to consumers shall apply.

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