GENERAL CONDITION OF SALE

Version updated as of 17.04.2026

1. SUBJECT MATTER – SCOPE – CONTRACTUAL DOCUMENTS

These General Terms and Conditions of Sale (the "**GTCS**") set out the conditions of sale applicable to:

- physical products sold by Learn & Go (the "**Products**"); and
- subscriptions/licenses granting access to the Applications as defined in Article 3 (the "**Subscriptions**").

The GTCS apply to any Client (as defined in Article 3) purchasing a Product and/or subscribing to a Subscription from Learn & Go.

The GTCS are supplemented by various annexes, which form an integral part of the GTCS and constitute a single indivisible whole within the meaning of the Parties.

The GTCS prevail over any purchase conditions of the Client or, more generally, over any other general or specific terms and conditions not expressly agreed to by Learn & Go. They may be supplemented, where applicable, by specific terms and conditions of sale or use, which complement these GTCS and, in the event of any conflict, prevail over them.

2. IDENTITY OF THE SUPPLIER

Learn & Go, simplified joint-stock company (SAS) with a share capital of €405,800, registered office: 43 Square de la Mettrie – 35700 Rennes – France, SIREN 824 814 982.

Email: legal@learn-and-go.com

(hereinafter "**Learn & Go**" or the "**Supplier**")

3. DEFINITIONS

"Websites": refers to any website published by Learn & Go enabling the presentation of Products and Applications and, where applicable, the placing of online orders, in particular the websites accessible at the following addresses:

- https://www.kaligo-apps.com/
- https://www.kaligo-family.com/
- https://www.kidoo-apps.com/

"Applications": associated applications and services published and marketed by Learn & Go (Kaligo Famille / Kaligo École / Kidoo).

"Account": personal authenticated space enabling Users to access certain functionalities of the Websites and/or Applications.

"Subscription": right of access/license to the Applications, for a specified term and scope (e.g., number of profiles/licenses/users), as indicated at the time of subscription.

"Client": any individual or legal entity purchasing a Product and/or subscribing to a Subscription.

"Consumer Client": any adult natural person acting for purposes unrelated to their professional activity, as well as, where applicable, any professional meeting the conditions set out in Article L221-3 of the French Consumer Code (Code de la consommation).

"Professional Client": any legal entity or any natural person acting for professional purposes and not meeting the conditions set out in Article L221-3 of the French Consumer Code for applicable cases.

"User": refers to any natural person having access to and using the Application and holding a Profile.

"Products": refers to all physical goods sold by Learn & Go to the Client.

"Profile": refers to an individualized space within the Application, intended for the personalized use of the Application by a User.

4. PRE-CONTRACTUAL INFORMATION

The Client acknowledges having received, prior to the order, all information required by applicable regulations, including in particular the essential characteristics, price, term, payment conditions, performance conditions and, where applicable, the right of withdrawal and its exceptions.

5. ORDERS

Orders may be placed:

- via the subscription process available, where applicable, on Learn & Go's Websites;
- by submitting a request via the form available on Learn & Go's Websites.

5.1 Online orders (subscription process)

For Products and Subscriptions purchased online via Learn & Go's Websites, the order is deemed concluded when the Client:

(i) confirms the shopping cart / the subscription;

(ii) accepts the GTCS (by ticking a checkbox or equivalent mechanism);

(iii) proceeds with payment; and

(iv) receives a confirmation.

The Client has the opportunity to review the details of their order, its total price, and to correct any errors before confirming acceptance. Such confirmation entails acceptance of the GTCS in their entirety, which the Client has accepted by ticking the box provided for this purpose.

Where the purchase is made via an application store (e.g., Apple/Google), the store's rules may apply in addition (in particular with respect to billing and subscription management).

Learn & Go reserves the right to refuse an order for legitimate reasons (e.g., prior outstanding payment, suspicion of fraud, abnormal quantities relative to a consumer purchase).

5.2 Orders by quotation

Any order evidenced by a quotation/purchase order is binding upon Learn & Go's receipt of the document signed (or equivalent validation agreed upon) by the Client.

The signed quotation constitutes a firm and irrevocable order for the Products and Subscriptions listed therein. Any signed quotation entails the Client's full and unconditional acceptance of these GTCS.

However, the preparation and delivery of the order are subject to actual receipt of the corresponding payment to Learn & Go's account, or receipt of written proof of wire transfer execution.

In the case of payment by wire transfer, preparation and delivery of the order are subject to actual receipt of the funds in Learn & Go's account or upon presentation of written proof of wire transfer execution.

No Product shall be shipped and no Subscription shall be delivered prior to such receipt.

Learn & Go reserves the right to cancel any order for which payment has not been received within seven (7) business days following the quotation date, unless otherwise agreed in writing.

Learn & Go reserves the right to cancel or refuse any order from a Client with whom a payment dispute relating to a prior order exists.

6. FINANCIAL CONDITIONS

6.1 Pricing

The prices for Products and Subscriptions are those in force at the time of the order. They are indicated prior to order confirmation or on the quotation/purchase order.

Prices are expressed exclusive of VAT or inclusive of VAT depending on whether the Client is a consumer or a professional.

Prices are expressed in the currency corresponding to the country selected by the Client: euro (€), Canadian dollar (CAD), UAE dirham (AED) or pound sterling (GBP).

Prices do not include processing, shipping, transport and delivery charges, which are invoiced separately and indicated prior to final order confirmation.

For Subscriptions, the price covers the right of access/license to the Applications for the subscribed scope, as well as updates and developments to the Application. Equipment, telecommunications and internet access costs remain the Client's responsibility.

The total price payable by the Client corresponds to the order amount, including the price of Products and ancillary charges.

Learn & Go reserves the right to modify its prices at any time.

However, Products and Subscriptions shall be invoiced on the basis of the prices in force at the time of order confirmation by the Client or, for quotation-based sales, at the time of quotation acceptance. By way of exception, for automatically renewed subscriptions, the new prices applicable to the renewal period are communicated to the Client under the conditions set out in Article 30.4.

In the event of a manifest pricing error (derisory or clearly erroneous price), Learn & Go reserves the right to cancel the order after notifying the Client.

6.2 Payment Terms and Conditions

6.2.1 Online Sales

When making an online payment, confirming the order entails the obligation for the Client to pay the stated price. The accepted payment methods vary by product and are specified during the subscription process.

Payment by cheque, where available, is subject to a minimum number of users as indicated during the subscription process and results in the application of a processing fee of €18 (inclusive of VAT), added to the invoice total.

Learn & Go reserves the right to refuse or cancel any order in the event of non-payment, payment default or suspicion of fraud.

Credit card payments are processed via a secure system compliant with PCI DSS standards.

The Client's bank details are neither stored nor accessible by Learn & Go.

6.2.2 Remote Sales by Quotation

For orders placed via quotation, payment shall be made by any payment method indicated on the quotation or expressly agreed upon between the Parties, in particular by wire transfer or by cheque.

Payment by cheque is subject to a minimum number of users as specified on the quotation and results in the application of a processing fee of €18 (inclusive of VAT), added to the invoice total.

However, the sale is only deemed complete upon actual receipt of the corresponding payment in Learn & Go's account or upon receipt of written proof of wire transfer execution, as set out in Article 5.2.

In the absence of payment within seven (7) business days following quotation confirmation, Learn & Go may cancel the order without formality, unless otherwise expressly agreed in writing.

6.3 Late and Non-Payment

Unless a payment deferral has been requested by the Client and accepted in writing by Learn & Go, any failure to pay by the due date shown on the invoice shall give rise to:

For Clients acting in a professional capacity, automatically and without prior formal notice (mise en demeure):

- late interest charges accruing from the due date, at a rate equal to the higher of the following two rates: three (3) times the statutory interest rate in force on the due date, or the most recent European Central Bank (ECB) refinancing rate increased by ten (10) percentage points;
- a flat-rate recovery fee of forty (40) euros, in accordance with Articles L. 441-10 and D. 441-5 of the French Commercial Code (Code de commerce).

For Clients acting as consumers within the meaning of the introductory article of the French Consumer Code (Code de la consommation), following an unsuccessful formal notice (mise en demeure):

- late interest charges accruing from the date of the formal notice, at the statutory interest rate applicable to private individuals in force on that date, calculated on the basis of the number of days of delay relative to 365 days.

In all cases, Learn & Go reserves the right, without this constituting a fault or contractual breach on its part, to:

- suspend or cancel pending orders;
- withhold delivery of any new order until all outstanding amounts have been fully settled;
- refuse any new order from a Client with outstanding unpaid amounts.

PART A – PHYSICAL PRODUCTS

7. DELIVERY

The Products are delivered to the delivery address indicated by the Client at the time of the order.

Delivery timeframes, in particular those dependent on the Products' suppliers, are provided, where applicable, for indicative purposes.

Learn & Go undertakes to use its best efforts to comply with the announced timeframes, but any possible overrun shall not give rise to compensation or cancellation of the order, unless otherwise required by mandatory provisions.

The preparation and dispatch of orders are usually carried out on Tuesdays and Thursdays at 4:00 PM, excluding public holidays, bridge days, and annual leave periods duly notified on the Website or by any prior means of information.

Any order validated after 3:00 PM on a dispatch day is postponed to the next applicable dispatch day.

Delivery timeframes are therefore deemed to be extended accordingly.

For consumer Clients only, if no timeframe or date has been set, Learn & Go shall perform at the latest thirty (30) days after confirmation of the order. If the ordered Products have not been delivered within 30 days after the indicative delivery date, for any reason other than force majeure or the act of the Consumer Client, the sale may be terminated, after formal notice to Learn & Go to perform within a reasonable period, upon written request of the Client under the conditions provided for in Articles L216-2, L216-3 and L241-4 of the French Consumer Code. The sums paid by the Client shall then be reimbursed no later than fourteen (14) days following the date of termination of the contract, excluding any compensation or deduction.

8. TRANSFER OF RISK AND TITLE

The transfer of ownership of the Products from Learn & Go to the Client shall only take place after full payment of the price by the latter, regardless of the delivery date of said Products.

Regardless of the date of transfer of ownership of the Products, and in accordance with Article L216-4 of the French Consumer Code, the transfer of the risks of loss and deterioration relating thereto shall only take place at the moment when the Client takes physical possession of the Products.

In contracts concluded with a professional Client, the transfer of risks shall take place upon conclusion of the contract.

9. LEGAL WARRANTIES (TANGIBLE GOODS)

9.1 Consumer Clients

The Products supplied by Learn & Go to Consumer Clients benefit, by operation of law and without additional payment, independently of the right of withdrawal, in accordance with legal provisions, from the legal guarantee of conformity, for Products that are apparently defective, damaged or do not correspond to the order, and from the legal guarantee against hidden defects arising from a defect in material, design or manufacture affecting the delivered products and rendering them unfit for use.

9.1.1 Legal guarantee of conformity

It is recalled that under the legal guarantee of conformity, the Consumer Client:

- benefits from a period of two (2) years from the delivery of the Product to take action against Learn & Go;
- may choose between repair or replacement of the Product, subject to the cost conditions provided for in Article L. 217-9 of the French Consumer Code;
- is exempt from proving the existence of the lack of conformity of the goods during this period.

9.1.2 Guarantee against hidden defects

It is recalled that the Consumer Client may decide to implement the guarantee against hidden defects of the sold item within the meaning of Article 1641 of the French Civil Code and that, in this case, they may choose between rescission of the sale or a reduction of the sale price in accordance with Article 1644 of the French Civil Code.

The implementation of the guarantee against hidden defects must be carried out within a period of two (2) years from the discovery of the defect. It shall be for the Client to prove, in particular, that the defect existed at the time of purchase, that it was hidden, and that it renders the product unusable.

9.1.3 Exclusions

The following are not covered:

- defects resulting from non-compliant use, incorrect installation or impact;
- normal wear and tear of components;
- damage caused by a third party or by software installed by the Client;
- accessories or consumables (e.g. cables, adapters).

9.1.4 Implementation of the warranty

To implement this warranty, the Products must be returned in the condition in which they were received, with all elements (accessories, instructions, etc.). Learn & Go provides the Client with a return slip to ensure the return of eligible Products. Learn & Go's warranty is, in any event, limited to the replacement or reimbursement of the Products concerned.

9.2 Professional Clients

Products sold to professional Clients do not benefit from the legal guarantee of conformity provided for by the French Consumer Code.

They may, however, benefit, unless otherwise stipulated, from the guarantee against hidden defects provided for in Articles 1641 to 1649 of the French Civil Code, provided that the defect renders the Product unfit for its intended use and that it predates the sale.

This warranty is excluded with respect to professionals of the same specialty as Learn & Go, in accordance with Article 1643 of the French Civil Code.

Learn & Go may, on a purely commercial basis and without acknowledgment of any legal obligation, offer a contractual warranty limited in time, the specific conditions of which (duration, scope, terms) are specified in the corresponding quotation or invoice.

In any event, Learn & Go's liability is limited to the replacement of the defective Product or the reimbursement of the price paid, to the exclusion of any other compensation.

10. AVAILABILITY RESERVATION – STOCK

10.1 Online sales

The offers of Products presented on the Websites are valid subject to availability at the time of consultation.

Despite regular updates of stock data, it may occur that a Product indicated as available is no longer available at the time the order is placed.

In such a case, prior to the final validation of the order, Learn & Go informs the Client of the unavailability observed and offers:

- either to be redirected to an equivalent Product presenting similar characteristics, quality or value;
- or to remove the Product concerned from the cart before validating the order.

The availability displayed on the Websites is indicative and does not constitute a firm offer of sale within the meaning of Article 1114 of the French Civil Code.

If, despite these precautions, a Product ordered proves to be unavailable after validation of the order, Learn & Go shall inform the Client as soon as possible and shall primarily offer an equivalent replacement Product in terms of quality and value.

Replacement shall only take place after the Client's express agreement.

If no replacement solution is available or accepted by the Client, Learn & Go shall proceed with a full refund of the sums paid, within a maximum period of thirty (30) days from confirmation of the impossibility to proceed with the replacement.

10.2 Distance sales (upon quotation)

Quotations issued by Learn & Go are drawn up subject to availability of stock at the time of their issuance.

The issuance of a quotation does not constitute a reservation of the Products mentioned therein.

Between the date of issuance of the quotation and its validation by the Client, one or more Products may become unavailable.

In such a case, Learn & Go shall inform the Client as soon as possible and shall primarily offer an equivalent replacement Product presenting similar or superior characteristics, quality or value.

If the Client accepts this replacement proposal, a new quotation or an amended purchase order shall be issued for validation.

If no replacement solution is available, or if the Client expressly refuses the proposal, the order shall be cancelled and any sums paid shall be fully refunded within a maximum period of thirty (30) days from confirmation of the impossibility to proceed with the replacement.

Learn & Go shall not be held liable for the unavailability of a Product resulting from a delay between the issuance of a quotation and its late validation by the Client.

No additional compensation may be claimed in this respect.

PART B – SUBSCRIPTIONS / LICENSES

11. TECHNICAL REQUIREMENTS – COMPATIBILITY – UPDATES

Access to and use of the Applications require that the Client has a high-speed internet connection as well as hardware and software compatible with the minimum technical specifications published by Learn & Go on its Websites (hereinafter the "Technical Requirements").

For certain Applications, specific Technical Requirements are specified on the dedicated page of the relevant Website, as accessible at the time of subscription.

The Client is solely responsible for:

- the proper installation of the Application on their equipment;
- the safekeeping of the credentials or activation keys provided to them;
- and compliance with the terms of use or license imposed by Learn & Go.

Learn & Go guarantees the compatibility of its Applications with the environments and browsers defined in the Technical Requirements in force on the date of subscription. Any evolution of the Client's system or environment after subscription shall be the sole responsibility of the Client.

Learn & Go reserves the right to carry out updates, patches and functional developments of the Application at any time, without prior notice for minor or corrective updates. Major developments likely to significantly affect the functionalities accessible to the Client shall be subject to prior information within a reasonable period.

Learn & Go guarantees that upgrades and new versions of the Applications will not result in any regression in terms of performance and functionalities.

Updates are included in the Subscription and shall be binding on the Client as soon as they are deployed.

12. PROVISION – ACCESS TO THE APPLICATIONS

Learn & Go makes its Applications available to the Client in SaaS mode (Software as a Service), accessible via the internet under the conditions of the subscribed Subscription.

Access is opened upon confirmation of the order, under the following conditions:

- online subscription: the Client directly accesses the Application via the login button by entering their credentials;
- subscription via form: the Client receives an email inviting them to create their password.

Where the subscribed plan allows the creation of several Profiles, the Client is responsible for all actions carried out by the Users to whom they have granted access.

The Client undertakes to comply with the license rights of use attached to the Applications. Where applicable, the Client shall ensure that the number of Users of the solution or connected machines corresponds to the number of Users or machines provided for in the order form.

The Client undertakes to comply with the access procedure defined by Learn & Go, as described in the welcome guide provided upon subscription.

The Client is identified when accessing the Application by means of a username and a password. The Client shall use these credentials at each connection to the Application. The credentials are intended to restrict access to the Client's Applications, to protect the integrity and availability of the Applications, as well as the integrity, availability and confidentiality of the Client's data as transmitted by the Users.

The Client is solely responsible for the confidentiality and security of their login credentials. Any use of the Application carried out via their Account is presumed to be made by the Client. In the event of loss, theft or suspected unauthorized use, the Client undertakes to inform Learn & Go without delay.

13. INTELLECTUAL PROPERTY – LICENSE OF USE

13.1 Supplier's rights

The Application, its components (source code, interfaces, databases, documentation, trademarks, logos) constitute works protected by intellectual property rights, of which Learn & Go is the owner or licensee. No provision of these Terms and Conditions shall be interpreted as a transfer of intellectual property rights to the benefit of the Client.

13.2 License of use

Subject to full payment of the price, Learn & Go grants the Client, on a personal, non-exclusive, non-transferable and non-sublicensable basis, for the duration of the Subscription and worldwide, a license to use the Application solely for the purposes provided for in these Terms and Conditions.

13.3 Restrictions

The Client shall in particular refrain from:

- reproducing, copying, modifying, adapting or translating all or part of the Application;
- decompiling, disassembling or carrying out any form of reverse engineering of the Application, except in cases expressly permitted by law;
- assigning, renting, sublicensing or making the Application available to third parties;
- using the Application for purposes contrary to the law, these Terms and Conditions or public policy.

13.4 Client Data

The Client retains full ownership of the data that they input, import or generate within the Application (the "Client Data"). The Client grants Learn & Go a non-exclusive license over such data solely for the purposes of performing the service and, where applicable, improving the Application technically.

14. TERM – RENEWAL – TRIAL

14.1 Subscription term

The Subscription is entered into for the duration indicated at the time of the order (monthly, annual or otherwise), as specified on the Website, within the Application, in the quotation or, where applicable, in the specific terms applicable, from the date of activation of the license.

The duration, renewal terms and the possible existence of a trial period vary depending on the Service subscribed to and the status of the Client. This information is provided to the Client prior to the validation of the order or the signing of the quotation.

14.2 Renewal

14.2.1 Fixed-term Subscription without automatic renewal

For Subscriptions whose terms do not provide for automatic renewal, the Subscription shall terminate automatically upon expiry of the subscribed term. Any renewal shall occur upon the express agreement of the Parties.

14.2.2 Subscriptions with automatic renewal

For Subscriptions providing for automatic renewal, the Subscription shall be automatically renewed upon expiry for a period identical to that initially subscribed.

The Client is informed of the renewal by email at least 30 days before the expiry date.

The Client may terminate their Subscription at any time up to the renewal date, via the button provided for this purpose in the Application. Failing termination before this date, the renewal shall be deemed accepted and invoicing for the following period shall take effect.

14.3 Trial period

Learn & Go may offer the Client a free trial period of a duration indicated at the time of subscription (hereinafter the "Trial Period").

The Trial Period is exclusively reserved for Clients who have subscribed online using an online payment method. It does not apply to subscriptions paid by cheque.

In the absence of termination by the Client before the expiry of the Trial Period, via the functionality provided for this purpose in the Application, the Subscription shall be automatically activated and invoicing shall take effect from that date.

15. MODIFICATION OF THE SUBSCRIPTION

The Client may modify their Subscription plan where this functionality is available, via their personal space or in accordance with the procedures provided for in the Application.

Depending on the subscribed Application, any modification of the contractual scope (number of profiles, users, sites, volumes, options) shall take effect and be invoiced in accordance with the conditions displayed at the time of modification or in accordance with the terms provided for in the quotation or purchase order, where applicable by way of an amendment.

16. CLIENT'S OBLIGATIONS

The Client undertakes to:

- use the Application in accordance with its intended purpose, these Terms and Conditions and the documentation made available by Learn & Go;
- pay the Subscription within the agreed timeframes;
- not use the Application for unlawful, fraudulent purposes or in a manner that infringes the rights of third parties;
- not introduce into the Application any virus, malicious code or any other program likely to damage, interrupt or divert the Application or Learn & Go's systems;
- inform Learn & Go without delay of any security incident, vulnerability or unauthorized access of which they become aware;
- obtain, under their sole responsibility, all necessary authorizations for the use of the Application in their environment (internet access, third-party software, personal data, etc.);
- ensure that any User they authorize complies with these Terms and Conditions as if they were themselves a party thereto.

Where the Client is a Professional, it is also their responsibility to ensure that they have obtained all necessary authorizations and permissions concerning their Users (in particular students and staff), as well as the applicable internal procedures (including, where applicable, authorizations relating to image rights), in accordance with their own obligations.

17. SUPPLIER'S OBLIGATIONS

17.1 Access and availability

Learn & Go undertakes to use reasonable efforts to ensure the accessibility of the Application, without guaranteeing uninterrupted or error-free availability.

Learn & Go reserves the right to suspend or limit all or part of the Applications in the event of a proven risk to the stability and/or security of Learn & Go's systems and environments, the services and/or the Client's data, in the case of scheduled maintenance, or upon request from a competent administrative or judicial authority. Learn & Go shall endeavor to inform the Client of planned interruptions within a reasonable time and by any means it deems appropriate.

17.2 Technical assistance and support

The Client may contact technical support by email at contact@learn-and-go.com from Monday to Friday, from 9:00 AM to 12:00 PM and from 2:00 PM to 5:00 PM, excluding public holidays and closure periods previously communicated to the Client.

In the event of an Application malfunction, Learn & Go shall carry out a diagnosis and qualification of the issue.

In the event of a malfunction preventing the use of the Application, Learn & Go shall use its best efforts to correct the blocking issue as soon as possible and shall propose a workaround solution.

In the event of a minor malfunction, the report shall be taken into account as soon as possible, and Learn & Go shall propose a correction in a new version of the Application Service to be delivered as part of ongoing maintenance.

Learn & Go shall be released from any maintenance obligation in the following cases:

- refusal by the Client to cooperate in resolving the malfunctions, in particular by failing to respond to requests for information from Learn & Go;
- use of the Application in a manner not compliant with its intended purpose or its documentation;
- unauthorized modification of the Application by the Client or by a third party;
- failure by the Client to comply with their obligations under these Terms and Conditions;
- installation of packaged software, software or operating systems incompatible with the Application;
- use of incompatible consumables;
- failure of electronic communication networks;
- voluntary act of degradation, malicious act or sabotage;
- deterioration resulting from a case of force majeure or improper use of the Application.

18. LEGAL WARRANTIES (DIGITAL CONTENT / SERVICES)

The warranty against hidden defects provided for in Articles 1641 et seq. of the French Civil Code remains applicable under the conditions of ordinary law.

18.1 Consumer Clients

Subscriptions to the Applications are subject to the provisions of Articles L.224-25-12 to L.224-25-26 of the French Consumer Code.

Learn & Go guarantees only that the Application:

- corresponds to the contractual description (version, language, main functionalities);
- and that it can be installed or activated under normal conditions of use at the time of supply.

Any warranty of continuity, updates or scalability is only due where such elements are expressly mentioned in the product sheet or quotation.

In accordance with Article L.224-25-15 of the French Consumer Code, the guarantee of conformity applies only for the contractual duration provided for the supply of the Application or, failing that, for a reasonable period limited to twelve (12) months from the making available of the Application.

Learn & Go does not guarantee the compatibility of the Application with the Client's hardware or software environment.

In the event of proven non-conformity, Learn & Go's liability is strictly limited, at Learn & Go's discretion, to:

- the provision of a new code or access link;
- or the reimbursement of the price paid.

No other compensation may be claimed in respect of indirect damages, data loss or loss of profit.

18.2 Professional Clients

Subscriptions are provided "as is", without any express or implied warranty other than those imposed by law.

Learn & Go guarantees only that the Application complies with its documentation at the time of delivery, and that it allows use substantially in accordance with its intended purpose.

The Client expressly acknowledges that:

- the legal guarantee of conformity provided for by the French Consumer Code does not apply;
- the warranty against hidden defects (Articles 1641 et seq. of the French Civil Code) does not apply to professional Clients of the same specialty as Learn & Go, in accordance with Article 1643 of the French Civil Code;
- no commercial warranty or obligation of maintenance, updates, technical support or compatibility is owed by Learn & Go, unless expressly stipulated in a separate contract.

Learn & Go does not guarantee in particular:

- the sustainability of the Application;
- its compatibility with other hardware or software environments;
- nor its suitability for a specific need of the Client.

In the event of a malfunction directly attributable to Learn & Go, its liability shall be strictly limited, at Learn & Go's discretion, to:

- the provision of a new access code or an equivalent download link;
- or, failing that, the reimbursement of the price paid for the concerned product.

No additional compensation (indirect damages, operating loss, data loss, etc.) may be claimed.

18.3 Implementation of the warranty

To implement this warranty, the Products must be returned in the condition in which they were received, with all elements (accessories, instructions, etc.). Learn & Go provides the Client with a return slip to ensure the return of eligible Products. Learn & Go's warranty is, in any event, limited to the replacement or reimbursement of the Products concerned.

19. SUSPENSION

Learn & Go reserves the right to suspend the Client's access to the Applications, after sending a notification by email that has remained without effect for 8 working days, in the event of:

- non-payment of all or part of an invoice on its due date;
- breach of these Terms and Conditions.

By way of derogation, Learn & Go may suspend access to the Applications without delay or prior notice in the event of:

- serious or repeated breach of these Terms and Conditions;
- use likely to compromise the security, integrity or availability of the service for all Users;
- injunction from a competent judicial or administrative authority.

Suspension does not release the Client from their payment obligations. It does not constitute a contractual breach on the part of Learn & Go and shall not give rise to any compensation.

Access shall be restored as soon as the situation that justified the suspension has been fully remedied.

20. TERMINATION

20.1 Fixed-term Subscription without automatic renewal

The Subscription shall terminate automatically upon its expiry under the conditions set out in Article 14.

No early termination is possible during the subscribed period, except in the following cases:

- serious breach not remedied by one of the Parties within fifteen (15) calendar days following formal notice sent by registered letter with acknowledgment of receipt;
- occurrence of a force majeure event within the meaning of Article 25.

In the event of early termination at the Client's initiative outside of these cases, the sums due until the contractual term shall remain fully payable.

20.2 Subscription with automatic renewal

The terms of prior information regarding renewal and the termination functionality within the Application are defined in Article 14.2.

The Client may terminate their Subscription at any time, without penalty, via the functionality provided for this purpose in the Application or by email sent to contact@learn-and-go.com. Termination shall take effect at the next Subscription due date.

20.3 Common provisions

20.3.1 Termination for breach

In the event of a breach by one of the Parties of its contractual obligations, not remedied within fifteen (15) days from the formal notice to perform sent by registered letter with acknowledgment of receipt notifying the breach in question, the other Party may notify termination of the Contract by registered letter with acknowledgment of receipt, without prejudice to any damages it may be entitled to claim.

Where a suspension has been implemented pursuant to Article 19 and the cause has not been remedied within fifteen (15) calendar days from the notification of suspension, Learn & Go may terminate the contract by simple notification by email, without the need for a new formal notice.

In the cases referred to in Article 19.2, Learn & Go may terminate the contract without delay, concurrently with or subsequent to the suspension, by simple notification by email.

20.3.2 Termination for force majeure — common provisions

In the event of force majeure as defined in Article 25, the affected Party shall notify the other without delay. The obligations of the Parties shall be suspended for the duration of the event.

If the impossibility of performance continues beyond thirty (30) days, each Party may terminate the contract without compensation by written notification, effective on the date of receipt. Sums paid for services not yet performed shall be reimbursed on a pro rata temporis basis.

20.3.3 Common effects

Regardless of the cause, termination shall result in the immediate payment of all issued and unpaid invoices.

Unless expressly provided otherwise herein, termination shall not give rise to any reimbursement of sums already paid.

The provisions relating to the return and deletion of the Client's data (Article 21) shall apply as from the effective date of termination. Clauses intended to survive — in particular those relating to intellectual property, confidentiality, liability and personal data protection — shall remain in force.

21. DATA REVERSIBILITY AND DELETION OF CLIENT DATA

21.1 Export during the term of the contract

During the term of the Subscription, the Client may export their Client Data directly from the Application, in the available formats. Learn & Go does not guarantee the compatibility of exports with third-party systems.

21.2 Fate of data upon termination of the contract

Upon expiration or termination of the contract, for any reason whatsoever, the Client Data shall be retained for a period of two (2) years from the effective date (hereinafter the "Retention Period").

During the Retention Period, the Client may access their Account in order to reactivate their Subscription, where available, or request the early deletion of their data.

At the end of the Retention Period, and in the absence of a request for early deletion, Learn & Go shall proceed with the definitive deletion of the Client Data, without prior notice and without any possibility of recourse.

21.3 Excluded data

Excluded from any restitution are elements falling under Learn & Go's intellectual property, in particular algorithms, models, internal structures and processing methods, as well as anonymized or aggregated data no longer allowing the identification of a User.

21.4 Personal data

The handling of personal data is governed exclusively by the DPA attached hereto, which shall prevail over these provisions in the event of conflict.

PART C – COMMON PROVISIONS

22. RIGHT OF WITHDRAWAL

22.1 Principle

In accordance with the applicable legal provisions, where the contract is concluded solely with a Consumer or with a professional provided that the purpose of the contract does not fall within the scope of the professional's main activity and that the number of employees employed by such professional is less than or equal to five, the Client has a period of fourteen (14) days from receipt of the Product to exercise their right of withdrawal from Learn & Go, without having to justify any reason or pay any penalty, for the purpose of exchange or refund, provided that the Products are returned in their original packaging and in perfect condition within fourteen (14) days following notification to Learn & Go of the Client's decision to withdraw.

22.2 Terms

In the event of exercise of the right of withdrawal within the aforementioned period, only the price of the Product(s) purchased and the delivery costs shall be refunded; return costs remaining at the Client's expense.

Returns must be made in their original condition and complete (packaging, accessories, instructions, etc.), allowing them to be put back on the market in new condition, accompanied by the purchase invoice.

Damaged, soiled or incomplete Products shall not be taken back.

To exercise their right of withdrawal, in accordance with legal provisions, the Client will find attached in Appendix 1 the standard withdrawal form to be sent to the following address:

LEARN AND GO

43, Square de la Mettrie

35 700 RENNES

23. LIABILITY

The Products offered comply with the applicable French legislation. Learn & Go shall not be held liable in the event of non-compliance with the legislation of the country where the Product is delivered (for example in the event of an import prohibition). It is the Client's responsibility to check with the local authorities the possibilities of importing or using the Products and Applications they intend to order.

Learn & Go's liability arising from the performance of its obligations under this contract shall be limited to an amount not exceeding the total sum actually paid by the Client for the Subscriptions and Products provided by Learn & Go.

In the event of data loss, whatever the cause, Learn & Go shall not be held liable insofar as the Client remains responsible for properly carrying out their backups and for the use of the Applications for which they have acquired licenses of use.

The Parties expressly agree that Learn & Go shall not be held liable for interruptions in the operation of the Applications or for damages related to:

- interruption or failure of the Internet network;
- a case of force majeure or a decision of the authorities;
- interruption of the supply of electricity or transmission lines due to public or private operators;

24. PERSONAL DATA

24.1 Privacy Policy – General Provisions

Learn & Go's Privacy Policy forms an integral part of these Terms and Conditions and applies to all Clients, whether individuals or professionals. It notably sets out the purposes and modalities of the processing of personal data collected in connection with the use of the Application and the performance of these Terms.

The Client is invited to review the Privacy Policy prior to any subscription. Acceptance of these Terms and Conditions constitutes acceptance of the Privacy Policy.

In accordance with Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) and French Law No. 78-17 of January 6, 1978, as amended, the Client has the right to access, rectify, erase, object to, restrict the processing of, and obtain portability of their personal data. These rights may be exercised in accordance with the procedures specified in the Privacy Policy.

24.2 Professional Clients (B2B) – Data Processing Agreement

Where the Client acts in a professional capacity and subscribes to a Subscription involving the processing of personal data relating to its own users or beneficiaries via the Application, the Client shall act as a data controller within the meaning of the GDPR. Learn & Go shall act as a data processor for all processing activities related to the hosting, maintenance, and support of the Application.

In this context, the Data Processing Agreement ("DPA"), available in Appendix 2 hereto, governs all personal data processing activities carried out in connection with the provision of the Services. The DPA forms an integral part of these Terms and Conditions and shall prevail over any conflicting provisions relating to data protection.

The professional Client acknowledges and warrants that, prior to any use of the Application, it has obtained all consents and authorizations required under applicable regulations to enable its users to access the Application and to authorize Learn & Go to process the personal data uploaded through it.

25. FORCE MAJEURE

Learn & Go shall not be held liable for any failure or delay in the performance of its contractual obligations resulting from an event beyond its reasonable control within the meaning of Article 1218 of the French Civil Code (hereinafter a "Force Majeure Event").

Force Majeure Events include, without limitation: strikes and collective actions; social unrest, riots, insurrections, acts of war or terrorist attacks; natural disasters, fires, explosions, floods, earthquakes or epidemics; unavailability of public or private electronic communication networks; acts, decrees, legislation or restrictions issued by a governmental or administrative authority.

The occurrence of a Force Majeure Event shall be notified without delay by the affected Party to the other Party. The obligations of the Parties shall be suspended for the duration of the event, without such suspension being considered a contractual breach.

Learn & Go shall endeavor, to the extent possible, to remedy the Force Majeure Event or to find an alternative solution enabling the performance of its obligations.

If the Force Majeure Event continues for more than thirty (30) days, each Party may terminate the contract under the conditions set out in Article 20.3.2.

26. COMMERCIAL REFERENCES

From the acceptance of these Terms and Conditions by the Client, Learn & Go reserves the right to cite the name of the institutional or professional Client as a reference in any advertising, commercial or institutional document, which the Client expressly accepts. The Client also agrees to provide Learn & Go, upon request, with its logo, which shall be used for communication purposes on Learn & Go's Website and its commercial materials.

27. LANGUAGE

The official language of this contract is French. Translations of this contract into other languages are provided solely for the purpose of facilitating the Client's understanding. In the event of a dispute, only the French version shall prevail.

28. SEVERABILITY

If any provision of these Terms and Conditions is declared null, invalid or unenforceable by a final court decision, the remaining provisions shall retain their full force and effect, unless the invalidated provision constitutes a determining element of the Parties' consent.

29. HEADINGS

Headings are for convenience only. In the event of any contradiction between a heading and the body of an article, the body of the article shall prevail.

30. ENTRY INTO FORCE AND AMENDMENT OF THE TERMS AND CONDITIONS

30.1 Right of modification

Learn & Go reserves the right to modify these Terms and Conditions at any time and at its sole discretion, in particular to reflect changes in its offering, applicable regulations or its commercial policy.

30.2 Entry into force — General rule

Any amended version of the Terms and Conditions shall enter into force on the date of its publication on the Websites. The version in force at the time of each order shall be the only one applicable to that order.

30.3 One-off orders

Orders placed prior to the entry into force of the amended version shall remain governed by the version of the Terms and Conditions accepted at the time of their conclusion, unless otherwise required by law or regulation.

30.4 Subscriptions with automatic renewal

In the event of a substantial modification of these Terms and Conditions, Learn & Go shall inform the Client by email, at the address registered in their account, at least thirty (30) days before the next renewal date.

The amended Terms and Conditions shall take effect as from the renewal date following the expiry of this period.

If the Client does not accept the modifications, they may terminate their Subscription without fees or penalty before the renewal date, via the functionality provided for this purpose in the Application or by email sent to contact@learn-and-go.com, under the conditions set out in Article 20.

Failing termination within this period, the Client shall be deemed to have accepted the amended Terms and Conditions without reservation.

30.5 Non-substantial modifications

Modifications of a purely formal or editorial nature, or intended to correct obvious errors, shall not constitute substantial modifications and shall enter into force without specific prior notice and shall apply automatically.

30.6 Access to previous versions

Learn & Go shall make available to the Client the previous version of the Terms and Conditions on its Websites.

30.7 Client's responsibility

It is the Client's responsibility to regularly review the Terms and Conditions in force. Learn & Go shall not be held liable for any lack of awareness by a professional Client of a duly published amended version in accordance with this article.

31. APPLICABLE LAW AND MEDIATION

These Terms and Conditions are governed by French law.

In the event that a translated version of the Terms and Conditions conflicts with the French version, the French version shall prevail.

Prior to any legal action, the Client undertakes to contact Learn & Go's legal department at legal@learn-and-go.com in order to attempt to resolve the dispute amicably.

The court having jurisdiction to hear any dispute relating to the interpretation, validity and performance of these Terms and Conditions shall be:

- the Commercial Court of Rennes, to the exclusion of any other, where the Client is a professional, including in the event of third-party proceedings or multiple defendants;
- determined in accordance with the applicable rules of civil procedure where the Client is a consumer.

In accordance with Articles L.612-1 et seq. of the French Consumer Code relating to the amicable settlement of disputes, the Client has the possibility of having recourse, free of charge, to the consumer mediator to which our company is subject, namely CM2C (Centre de la Médiation de la Consommation de Conciliateurs de Justice).

In the event of a dispute, the Client may submit their complaint:

- online on the website www.cm2c.net;
- by post to the following address: CM2C – 49 rue de Ponthieu – 75008 Paris.

APPENDIX 1 – EXERCISING THE RIGHT OF WITHDRAWAL

For the attention of LEARN AND GO, whose registered office is located at 43 Square de La Mettrie, RENNES (35 700), email address: legal@learn-and-go.com;

I hereby notify you of my withdrawal from the contract relating to:

- the sale of the Product(*) : …….. (specify the goods)
- the Subscription(*) : …….. (specify the service).

Ordered on *() / received on ()*:
Name:
Address:
Signature (only in case of notification of this form on paper):
Date:

(*) Delete as appropriate.

APPENDIX 2 – DATA PROCESSING AGREEMENT

1. Purpose – Scope

The purpose of these data processing clauses (the "Data Processing Agreement" or "DPA") is to define the conditions under which Learn&Go agrees, in accordance with the General Terms and Conditions to which this DPA is appended (the "Agreement"), to carry out the processing operations of Personal Data defined in Annex B (hereinafter "Annex B – Purposes and Means of Processing"), in its capacity as a processor (the "Processor"), on behalf of the Client (as defined in the Agreement), acting as the controller (the "Controller").

2. Définitions - Interprétation

Where terms defined in Regulation (EU) 2016/679 (the "GDPR") are used in this DPA, they shall have the same meaning as in that Regulation.

These clauses shall be read and interpreted in light of the provisions of the GDPR.

These clauses shall not be interpreted in a manner that is contrary to the rights and obligations set out in the GDPR or that would prejudice the fundamental rights and freedoms of data subjects.

3. Term of the DPA

This DPA shall enter into force on the effective date of the Agreement concluded between the Parties for the provision of the Services subscribed to with Learn&Go and shall remain in effect for the same duration as the Agreement.

4. Description of the processing and Personal Data

For the purpose of performing its contractual obligations, the Processor is authorized to collect and process, on behalf of the Controller and in accordance with its instructions, the Personal Data necessary to provide the service(s) covered by the Agreement.

The purposes and means of the processing are determined by the Client and described in Annex B. The Client acts as Controller and Learn&Go acts as Processor.

Where the Client uses Personal Data of users for purposes other than those agreed, it shall do so at its own risk. Learn&Go shall not be held liable for any damages or consequences of any kind resulting from the Client's failure to comply with applicable regulations.

The purpose(s) of the processing, the Personal Data processed, as well as the categories of data subjects concerned within the framework of the services covered by the Agreement, are recorded in the records of processing activities maintained respectively by the Controller and the Processor, the latter having no control over the data collected and stored.

For the purposes of complying with these provisions, the Controller shall provide the Processor with the following necessary information set out in Annex A (hereinafter "Annex A – Identification of the Parties"):

- Name and contact details of the Controller
- Name and contact details of the Data Protection Officer (DPO)

5. Retention Period of Personal Data

The Client shall determine the retention period of Users' Personal Data.

6. Obligations of Parties

6.1 Client Obligations

For the purposes of complying with these provisions, the Controller shall provide the Processor with the following necessary information set out in Annex A (hereinafter "Annex A – Identification of the Parties"):

Throughout the duration of the contractual relationship between the Parties, the Client shall :

- determine, in its capacity as Controller, the nature and categories of Personal Data subject to processing;
- ensure that all formalities or procedures required under applicable regulations have been completed prior to any transfer of Personal Data to Learn&Go;
- warrant to Learn&Go that Personal Data has been collected fairly and lawfully, and that data subjects have been duly informed and, where required, their consent has been obtained to enable Learn&Go to carry out the processing operations;
- declare that the Personal Data processed under the Agreement is processed on one of the legal bases set out in Article 6 of the GDPR;
- undertake to process Personal Data solely for the purposes described in Annex B;
- undertake to provide Learn&Go only with Personal Data that is lawful, complete, accurate and up to date;
- undertake, in its capacity as Controller, to document in writing any instructions relating to the processing carried out by Learn&Go;
- undertake to inform Learn&Go of any information it becomes aware of relating to compliance of the processing with Applicable Regulations and to the exercise of data subjects' rights.

6.2 Learn&Go Obligations

Throughout the duration of the contractual relationship between the Parties, Learn&Go undertakes to:

- process Personal Data solely for the purposes determined by the Client and described in Annex B;
- process Personal Data in accordance with the Client's instructions. If Learn&Go considers that an instruction from the Client constitutes a breach of Applicable Regulations, it shall immediately inform the Client;
- ensure that persons authorized to process Personal Data under the Agreement commit themselves to confidentiality or are subject to an appropriate statutory obligation of confidentiality;
- at the Client's choice and upon request, delete or return the Personal Data at the end of the contractual relationship, unless otherwise required by Applicable Regulations regarding data retention.

7. Sécurity of Processing

Learn&Go undertakes to implement all appropriate technical and organizational measures to ensure the security of Users' Personal Data.

The Client acknowledges that the measures described in Annex D (hereinafter "Annex D – Technical and Organizational Security Measures") are satisfactory.

8. Use of Sub-Processors

Learn&Go has the Client's general authorization, throughout the duration of the Agreement and at any time, to engage sub-processors to carry out specific processing activities. The list of sub-processors set out in Annex C (hereinafter "Annex C – List of Sub-processors") is deemed accepted by the Client.

Where applicable, Learn&Go shall inform the Client in writing in advance of any intended changes concerning the addition or replacement of sub-processors, with reasonable prior notice. Learn&Go shall provide the Client with the information necessary to enable the Client to exercise its right to object. The Client shall have a maximum period of seven (7) business days from receipt of such information to submit its objections.

In the event of an objection by the Client, Learn&Go reserves the right to terminate the Agreement by simple written notice, without any indemnity or compensation being payable.

The sub-processor shall be bound to comply with the obligations set out herein on behalf of and in accordance with the instructions of the Controller. It is the responsibility of Learn&Go to ensure that the sub-processor provides sufficient guarantees regarding the implementation of appropriate technical and organizational measures such that the processing meets the requirements of the GDPR. Where the sub-processor fails to fulfill its data protection obligations, Learn&Go shall remain fully liable to the Client for the performance of the sub-processor's obligations.

9. Transfers of Personal Data to Third Countries

As of the date hereof, the Processor does not carry out any transfers of Personal Data to a third country or an international organization within the meaning of Chapter V of Regulation (EU) 2016/679.

However, should such transfers become necessary for the provision of the Services under the Agreement, the Client hereby authorizes Learn&Go to carry them out, including through its sub-processors, in strict compliance with

Chapter V of the said Regulation.

This authorization constitutes documented instructions within the meaning of Article 28(3) of Regulation (EU) 2016/679.

Learn&Go undertakes to carry out such transfers only where one of the mechanisms provided for under the GDPR applies, including in particular:

- to a country benefiting from an adequacy decision adopted by the European Commission;
- or pursuant to standard contractual clauses adopted by the European Commission in accordance with Article 46(2) of the GDPR;
- or under any other mechanism recognized as ensuring an adequate level of protection.

Where applicable, Learn&Go shall inform the Client in writing in advance of any intended transfer of Personal Data to a third country, whether directly or through one of its sub-processors, with reasonable prior notice. Learn&Go shall provide the Client with the information necessary to enable the Client to exercise its right to object. The Client shall have a maximum period of seven (7) business days from receipt of such information to submit its objections.

In the event of an objection by the Client, Learn&Go reserves the right to terminate the Agreement by simple written notice, without any indemnity or compensation being payable.

10. Assistance Provided by Learn&Go to the Client

10.1 Exercise of Data Subjects' Rights

To the extent possible, Learn&Go undertakes to provide reasonable assistance to the Client to enable it to comply with its obligation to respond to requests from Data Subjects exercising their rights, including the right of access, rectification, erasure and objection, the right to restriction of processing, the right to data portability, and the right not to be subject to an automated individual decision (including profiling).
Where Data Subjects submit requests to exercise their rights directly to Learn&Go, Learn&Go undertakes to forward such requests to the Client no later than forty-eight (48) hours after receipt. Upon receipt, the Client undertakes to respond directly to such requests within the timeframes set out under Applicable Data Protection Law.

Learn&Go shall not respond to such requests itself unless expressly instructed in writing to do so by the Controller.

10.2 Notification of Personal Data Breaches

In the event of a Personal Data Breach, the Parties agree as follows:

Learn&Go shall notify the Client of the Personal Data Breach without undue delay after becoming aware of it. Such notification shall include, to the extent such information is available at the time of notification, the following:

- the nature of the Personal Data Breach;
- the categories and approximate number of Data Subjects concerned, as well as the categories and approximate number of data records concerned;
- the likely consequences of the Personal Data Breach;
- the measures taken or proposed to be taken to address the Personal Data Breach, including, where applicable, measures to mitigate its possible adverse effects.

Where certain information is not available at the time of the initial notification, it shall be provided as soon as it becomes available, without undue delay.

The Client undertakes to notify the Personal Data Breach to the Commission Nationale de l'Informatique et des Libertés (the "CNIL") or any other competent supervisory authority no later than seventy-two (72) hours after becoming aware of such breach.

Unless otherwise agreed between the Parties, the Client shall inform the Data Subjects directly, without undue delay, where the Personal Data Breach is likely to result in a high risk to their rights and freedoms. Such communication shall at a minimum clearly and precisely include the following: the nature of the Personal Data Breach, its likely consequences, the contact details of the relevant contact person (DPO or otherwise), and the measures taken or proposed to address and mitigate the breach.

10.3 Other Obligations :

Outre l'obligation incombant à Learn&Go d'assister le responsable du traitement en vertu du paragraphe précédent, le sous-traitant aide en outre le Client à garantir le respect des obligations suivantes, compte tenu de la nature du Traitement et des informations dont dispose Learn&Go :

In addition to the Processor's obligation to assist the Controller as set out above, Learn&Go shall also assist the Client in ensuring compliance with the following obligations, taking into account the nature of the Processing and the information available to Learn&Go:

- the obligation to carry out a data protection impact assessment ("DPIA")
- where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons;
- the obligation to ensure that Personal Data is accurate and up to date, including by informing the Client without undue delay where Learn&Go becomes aware that the Personal Data it processes is inaccurate or has become outdated;
- the obligations set out in Article 32 of Regulation (EU) 2016/679

11. Documentation and Compliance

Learn&Go shall make available to the Client the information strictly necessary to demonstrate Learn&Go's compliance with its obligations under Article 28 of the GDPR.
An audit may be carried out by the Client or by an independent auditor who does not directly or indirectly compete with Learn&Go or any entity within its group, limited to one (1) audit per year. Such independent auditor shall be selected by the Client and approved by Learn&Go, shall have the required professional qualifications, and shall be subject to confidentiality obligations.
Learn&Go shall be notified at least fifteen (15) business days prior to the audit. The audit may only be conducted during Learn&Go's business hours and in a manner that does not disrupt its operations. The audit shall not include access to systems, information or data unrelated to the processing carried out under the Agreement, nor any physical access to the servers hosting and storing Learn&Go's software solutions.
The Client shall bear all costs associated with the audit, including, without limitation, the auditor's fees, and shall reimburse Learn&Go for any costs and expenses incurred in connection with such audit.

12. Return or Deletion of Personal Data

Upon termination of the Agreement, for any reason whatsoever, Learn&Go undertakes to delete or return all Personal Data to the Client.

Where Personal Data is to be returned to the Client, it shall, to the extent possible, be provided in the same format as that used by the Client. Such operation may incur costs for Learn&Go, which may be re-invoiced to the Client. In such case, a quotation shall be provided by Learn&Go prior to any return of Personal Data.

13. Anonymized Data

The Controller hereby authorizes, by default, the Processor to carry out irreversible anonymization operations on data processed under the Agreement, solely for the purpose of producing data that no longer allows the identification, directly or indirectly, of a data subject.

Such anonymized data shall no longer be considered Personal Data. The Processor may use such data for purposes including, without limitation, statistical analysis, performance measurement, security, and improvement of the Services (including research and development), excluding any attempt at re-identification.

This authorization does not apply to pseudonymized or "aggregated" data that would remain identifiable: only data that is effectively anonymized within the meaning of the GDPR may be reused under this clause.

The Controller may object to such reuse at any time for the future by written notice (email being sufficient). Such objection shall not affect any processing already carried out on anonymized data prior to receipt of the notification

ANNEX A – List of Parties

CONTROLLER:

The Client

PROCESSOR

LEARN & GO SAS
43 Square de la Mettrie – 35700 RENNES
RCS Rennes 824 814 982.
Represented by Monsieur Benoit Jeannin in his quality of President

Data Protection Officer:

Ms. Marie Hombert
legal@learn-and-go.com

ANNEX B- Description of Processing

A. Kaligo School Solution

Purpose of Processing	The Processor processes Personal Data on behalf of the Controller solely for the purposes of: **1. Providing and operating the Kaligo software platform enabling:** a. the assessment and monitoring of students' learning progress; b. the management of user profiles and access (teachers, students, administrators); c. the consultation and export of educational results. **2. Providing user assistance and technical support for the platform (chatbot, messaging, ticket tracking).** **3. Ensuring traceability and security of usage, in particular through logging of user actions for audit, security and compliance purposes**
Legal Basis	Determined by the Controller
Data Subject	End Users of the software solution
Categories of Personal Data Processed	**GAR** Teachers : - Identification data: first name and last name - Professional data: profile (teacher, healthcare professional, etc.) - Support request data - Connection and usage data: login credentials, activity logs, device settings **NON GAR** Administrators : - Identification data: first name and last name - Professional data: profile (teacher, healthcare professional, etc.) - Contact data: professional email address and telephone number (optional) - Support request data - Connection and usage data: login credentials, activity logs, device settings Students : - Identification data: first name, last name, date of birth, handedness (optional) - Education-related data: class and group - Learning/progress data: outputs, results, progression - Connection and usage data: login credentials, activity logs, device settings

	Teachers : - Identification data: first name and last name - Professional data: profile (teacher, healthcare professional, etc.) - Contact data: professional email address and telephone number (optional) - Support request data - Connection and usage data: login credentials, activity logs, device settings
Retention Period	Determined by the Controller (manual deletion directly within the application or by Learn&Go upon the Controller's request). Deletion of an account results in deletion of the associated data within 24 hours (this action is deemed to constitute an instruction from the Controller). Associated technical backups are deleted no later than **six (6) months** after deletion of the active data. In the absence of a deletion request, including in the event of subscription expiration, data may be retained for a maximum period of two **(2) years**. The Controller may nevertheless request deletion at any time.
Nature of Processing	- Collection - Recording - Storage - Consultation - Modification - Deletion
Recipient of the Processed Data	The Processor's teams acting upon the Controller's written instructions, as well as the sub-processors listed in Annex C within the defined scope.
Management of Data Subjects' Rights	The Controller (with assistance from the Processor upon written instructions).

B. Kidoo Solution

Purpose of Processing	The Processor processes Personal Data on behalf of the Controller solely for the purposes of: **1. Providing and operating the Kidoo software solution, including in particular:** a. the creation and management of user profiles and access (teachers, administrators, students, parents); b. the recording and monitoring of student profiles and observations in order to build b. digital learning record; c. the consultation and sharing of information with parents/legal guardians of students; d. the archiving and transfer of data between school years. **2. Providing user assistance and technical support for the platform (chatbot, messaging, ticket tracking).** 3. **Ensuring traceability and security of usage**, in particular through logging of user actions for audit, security and compliance purposes.
Legal Basis	Determined by the Controller.
Data Subject	End users of the software solution (children; legal guardians).
Categories of Personal Data Processed	Administrators : - Identification data: first name and last name - Professional data - Contact data: professional email address and telephone number - Support request data - Connection and usage data: login credentials, activity logs, device settings Teachers: - Identification data: first name and last name - Professional data - Contact data: professional email address - Support request data - Connection and usage data: login credentials, activity logs, device settings Children: - Identification data: first name, last name, date of birth - Education-related data: class, level - Learning/progress data: outputs, results - Connection and usage data: login credentials, activity logs, device settings Parents/ Legal Guardians: - Contact data: email address - Identification data (where included in the email address)

Retention Period	Determined by the Controller (manual deletion directly within the application or by Learn&Go upon the Controller's request). Deletion of an account results in deletion of the associated data within 24 hours (this action is deemed to constitute an instruction from the Controller). The latest associated technical backups are automatically deleted no later than **six (6) months** after deletion of the active data. In the absence of a deletion request, including in the event of subscription expiration, data may be retained for a maximum period of **two (2) years**. The Controller may nevertheless request deletion at any time, as may the user via their account.
Nature of Processing	- Collection - Recording - Storage - Consultation - Modification - Deletion
Recipient of the Processed Data	The Processor's teams acting upon the Controller's written instructions, as well as the sub-processors listed in Annex C within the defined scope
Management of Data Subjects' Rights	The Controller (with assistance from the Processor upon written instructions).

ANNEX C - List of Learn&Go Sub-processors

Name of Sub-processor	Registration Number (SIRET)	Outsourced Activity	Personal Data Transfer	Contractual Relationship
OVH	42476141900045	Hosting	NO	DPA
Crisp	83308580600028	Customer support (GAR excluded only)	NO	DPA
Sendinblue (Brevo)	49801929800112	Technical emailing	NO	DPA

ANNEX D - Technical and Organizational Security Measures

Learn&Go implements the following organizational, technical and physical measures to ensure the security of the Client's Users' Personal Data.

GENERAL SECURITY MEASURES OF OUR COMPANY

PHYSICAL MEASURES:

- active alarm system to prevent unauthorized access;
- premises secured by keys and access codes;
- servers hosted in data centers protected by physical access controls and continuous monitoring.

ORGANIZATIONAL MEASURES

- IT and AI usage policies governing the use of digital tools;
- confidentiality clauses included in employment contracts;
- security policies and data breach management procedures in place;
- mandatory training for all employees on data protection and cybersecurity.

TECHNICAL MEASURES

- sessions and tools secured by strong passwords;
- automatic locking in case of inactivity;
- secure remote access via VPN;
- administrator accounts granted only when necessary, with SSH access restricted through personal keys and authorized IP addresses.

SPECIFIC TECHNICAL MEASURES FOR OUR APPLICATIONS

More specifically, we implement dedicated technical security measures within our applications to ensure optimal protection of your information.

Data Hosting

Data imported into our applications is hosted by the French hosting provider OVH, across two separate sites: Gravelines and Roubaix.

OVH
SAS with a share capital of € 10 069 020
RCS Lille Métropole 424 761 419 00045
APE Code 2620Z
VAT No : FR 22 424 761 419

Registered office: 2 rue Kellermann – 59100 Roubaix – France https://www.ovh.com/fr/

Backups

Data imported into our applications is subject to daily backups. Differential backups are performed daily and a full backup is carried out monthly.
Retention is organized as follows:

- Daily: 7 days
- Weekly: 4 weeks
- Monthly: 6 months

Portability

All data can be exported, except for data strictly necessary for the operation of the applications. Exports are available in PDF format via the application or as ZIP archives per project, upon the Client's request.

Availability

Learn&Go undertakes to ensure optimal availability of its applications, subject to a best-efforts obligation. Measures are implemented to minimize interruptions, and any major maintenance operations are communicated to Clients in advance.

Authentification et accès

We implement several key measures to ensure secure access to our applications:

- secure authentication through strong passwords compliant with ANSSI recommendations;
- configurable role and access rights management by Clients;
- regular access reviews to ensure appropriateness of granted permissions.

Access to Client accounts and data is strictly limited to authorized Learn&Go personnel, solely for maintenance or support purposes, and is performed from the internal network. This approach minimizes the risk of unauthorized access to sensitive information.

Traceability

We have implemented the following measures to ensure traceability and security:

- comprehensive logging of actions (creation, modification, deletion), as well as logins and access attempts;
- retention of logs for 6 months, followed by secure archiving for 1 year.

These measures enable accurate monitoring of activities and facilitate incident detection and analysis.

Operational Security – Data Confidentiality

Learn&Go implements the following organizational, technical and physical measures to ensure the security of the Client's Users' Personal Data.

We have implemented the following measures to ensure the security of our infrastructure and the confidentiality of your data:

- customer passwords encrypted and compliant with strong security requirements;
- secure communications via HTTPS and SSH protocols;
- server protection through reverse proxy, firewalls, antivirus solutions, and anti-DDoS mechanisms;
- monitoring of legitimate traffic through a control matrix;
- automatic patching in the event of critical vulnerabilities;
- continuous security monitoring to detect emerging threats.

Learn and Go - 43 Square de la Mettrie, 35700 Rennes
SIRET 824 814 982 00032
contact@learn-and-go.com
02.30.96.25.90

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