

GENERAL TERMS OF USE OF THE ASSIMIL E-TEXTBOOKS

§ 1 - PURPOSE

1.1 Purpose of General Terms of Use

Assimil is a simplified joint-stock company with share capital of €460,000, whose registered office is located at 13, rue Gay Lussac in Chennevières-sur-Marne (94430), registered with the Créteil Trade and Companies Registry under number 602 048 654 RCS Créteil (hereinafter “**Assimil**”).

The purpose of these general terms of use (hereinafter the “**GTU**”) is to determine the terms for using and for granting the license to the application dedicated to the original textbooks for learning languages published by Assimil in digital form (hereinafter the “**Assimil e-Textbooks**”), available in its free trial version and its complete for-pay version on desktop (PC and Mac), tablet and smartphone type electronic devices (hereinafter the “**Electronic Devices**”).

1.2 Purpose of Application

The application allows the User:

- to access free of charge the trial version of the Assimil e-Textbook that includes seven (7) lessons;
- to access the complete version of the e-Textbook and, in particular, the various features of the Assimil e-Textbook, subject to previously paying the price indicated on the sales Platform.

§ 2 - DEFINITIONS

The terms beginning with a capital letter in these GTU, whether used in the singular or plural, shall have the meaning attributed to them below.

“**Application**” means the “Assimil e-Textbook” software application in E-pub3 format published and provided by Assimil, which provides access to features and services available free of charge in the form of a trial version and for purchase in the form of a complete version in Mantano’s “Bookari Store” in Apple’s “App Store” and Google’s “Google Play” (hereinafter the “**Sales Platform(s)**”) and in bookstores in the form of digital packs called “Pack Applivre” to be downloaded by the User on his Electronic Device in the following operating systems: Apple’s iOS, Android, Mac OS or Windows. The Application also includes the Content, including the software, programs, tools (programming, browser, etc.), databases, documentation and all other elements and services forming it, the updates and new versions which Assimil may make to and of the Application.

“**Content**” means, although this list is non-exhaustive, the Application’s structure, the editorial content, drawings, illustrations, images, photographs, graphic charter, trademarks, logos, acronyms, corporate names, visual content, audio and sound content, the software, programs, source codes, tools (programming, browser, etc.) the data bases, documentation and all other content present in the Application and/or all other elements forming the Application.

“**User**” means any person who has downloaded the Application for his own needs, within the framework of strictly personal and non-commercial use, with no direct or indirect profit-making purpose.

§ 3 – ACCEPTANCE OF GENERAL TERMS OF USE

The User unconditionally and unreservedly accepts all of these GTU by expressly approving them prior

to using the Application made available to him on one of the Sales Platforms, or upon confirmation of the delivery code received in the digital pack "Pack Applivre" or on the delivery platform accessible at monachat.asimil.online.

By purchasing, installing and using the Application, the User acknowledges that the GTU shall be enforceable against him.

If the User does not wish to accept these GTU, the User is asked not to purchase, install or access the Application.

All use of the Application must take place in accordance with these GTU.

The applicable GTU are those in force on the date on which the User connects to and uses the Application.

The GTU may be viewed on the Application through a specific "GTU" tab and may also be communicated by a simple request by email or letter.

§ 4 – APPLICATION'S TERMS OF ACCESS AND USE

4.1 Access to Application

To access the Application, the User must possess an Electronic Device.

Connecting to the Internet is required for the Application's installation and activation regardless of the operating system used by the User. Connecting to the Internet is required for the Application's use and updates on the terms defined below in § 4.2.

Purchase of the e-Textbook on the Platforms:

In order to be able to access the Application's complete version, the User must download the free trial version before purchasing the Application on one of the Sales Platforms and enter his email address, which shall be connected to his invoicing account once the purchase is approved. Once the payment is made, the User shall be asked to click on a downloading link, which shall activate the Application's user's license and automatically trigger the downloading and installation of the Application's complete version.

Purchase of the e-Textbook in bookstores:

In order to be able to access the Application's complete version, the User must previously purchase the Application in a bookstore in the form of digital packs called "Pack Applivre", which contains a delivery code.

The User is asked to go onto the delivery platform accessible at monachat.asimil.online via which he shall enter his email address connected to his invoicing account and shall enter his delivery code for accessing his private space and downloading the Application.

Once the Application is activated, the User shall be authorized to install and to use the Application for the same account on three (3) different Electronic Devices on the terms defined in § 5.3.

4.2 Technical Prerequisites for Using Application

The User must have an Electronic Device whose technical environment is compatible with the Application in order to obtain optimal reading of the Assimil e-Textbook.

In this respect, the following technical configurations shall be required:

- **Windows 7 to Windows 10**
Installation file: EXE
The Internet is required to use and update the Application.
The app can be installed on as many macOS or Windows computers as you like, but it cannot be used on more than one device at a time.
- **Mac OS 10.9 to Mac OS 10.13**
Installation file: DMG
The Internet is required to use and update the Application.
The app can be installed on as many macOS or Windows computers as you like, but it cannot be used on more than one device at a time.
- **Android:** Current major version minus 3 versions
Installation file: APK
The Internet is required only for the Application's updates.
You can install the e-course on three mobile devices, such as iOS and Android smartphones or tablets. If you want to install the app for a fourth time, you will have to deactivate it on one of the other devices.
Minimum screen 4.7 inches – Use portrait mode on a smartphone.
- **iOS:** Current major version minus 2 versions
Installation file: IPA
The Internet is required only for the Application's updates.
You can install the e-course on three mobile devices, such as iOS and Android smartphones or tablets. If you want to install the app for a fourth time, you will have to deactivate it on one of the other devices.
Minimum screen 4.7 inches – Use portrait mode on a smartphone

The User shall be solely responsible for updating the technical environment of his Electronic Devices and, in particular, the aforementioned versions of the operating systems to keep them compatible with the Application.

§ 5 – INTELLECTUAL PROPERTY

Assimil and its heirs and assigns hold the copyrights and intellectual property rights to the Application and its Content.

All reproductions or full or partial representations of the Application or of all or part of its Content for any purposes other than its use as provided by these GTU shall be strictly prohibited.

5.1 License Grant

Assimil grants to the User, who so accepts, on the terms hereof, a non-exclusive, non-assignable and non-transferable license to install and personally use the Application for the purpose of language learning (hereinafter the "License").

All uses outside of the framework defined in these GTU shall be strictly prohibited and all uses for purposes other than private purposes shall make the User subject to a civil lawsuit and/or criminal prosecution.

By accepting this License, the User shall refrain from reselling, exchanging or renting the files or transferring them to a third party, but the User shall also refrain from decompiling, disassembling, modifying or extracting, arrangements in whole or in part of the Application, without Assimil's prior, written

consent.

The User shall not acquire any intellectual property right to the Application, its Content or any other right than those conferred by these GTU.

5.2 Duration of License - Termination

This License shall remain in force for the entire duration of the copyrights and intellectual property rights held by Assimil to the Application. The License, however, shall be immediately withdrawn in case the User does not comply with the terms of these GTU.

5.3 Technical Protection Measures

The Application is protected by technical protection measures in order to limit the number installations and uses to three (3) different Electronic Devices.

The User or Assimil on the User's behalf, may uninstall the Application from an Electronic Device in order to reinstall it on another Electronic Device in accordance with such limit.

Assimil shall remain free to increase the number of Electronic Devices on which the Application may be installed and activated.

Moreover, the User agrees not to attempt to bypass these technical protection measures or to modify the software that is necessary for using the Application, not to violate these terms, not to impede, modify or delete any information about the rights to the Application, nor to encourage or assist any third parties in performing such acts.

§ 6 – FINANCIAL TERMS

A trial version of the Application limited to seven (7) lessons is downloadable free of charge from the online Sales Platforms "Bookari Store", "App Store" and "Google Play".

The complete version of the Application is downloadable from the "Bookari Store", "App Store" and "Google Play" store and from the delivery platform accessible at monachat.assimil.online subject to previously paying the e-Textbook's price.

§ 7 - LIABILITY

Assimil agrees to implement all necessary resources to ensure the best access to the Application.

Assimil shall not be liable for:

- the incompatibility of the User's Electronic Device with the Application due to a technical environment that does not correspond to the requisite technical configurations in § 4.2 of these GTU;
- failures in the Application's operation because the User has not updated his Electronic Device's technical environment;
- the temporary suspension of the Application's use due to maintenance, migration or updating technical operations, outages or constraints related to the Internet's operation;
- the failure to perform or poor performance of these GTU due to an act by the User or to an insurmountable and unforeseeable act by a third party to the agreement or due to a force majeure

event.

- any consequential or possible damage, notably including loss of business or lost profits resulting from the Application's use.
- the Application's failure to comply with the legislation of the User's country; the User shall be responsible for verifying whether it is prohibited to sell the product in his country;
- the User's use of the Application and for any claims and/or lawsuits brought against the User.

§ 8 – PERSONAL DATA

Within the framework of these GTU and for the purposes of managing the Application's user's license and promotion or business development operations, Assimil will process and notably collect the Users' personal data.

In this respect, Assimil shall act as a data controller within the meaning of Article 3 of Act no° 78-17 of January 6, 1978, referred to as the French Data Protection Act, as amended by Act no. 2004-801 of August 6, 2004.

The personal data processed are intended solely for Assimil.

Some of the personal data including the Users' names may be transferred to Assimil's service providers to provide complementary services to Users.

Assimil shall personally performing the previous formalities for which it is responsible—and notably with the CNIL—for the personal data protection regulation, and it agrees to comply with such regulation within the framework of the processing it shall perform pursuant to these GTU.

Assimil shall keep and/or process the Users' personal data solely for the strict performance of these GTU and Assimil shall ensure that such data keep their integrity and that they are not deformed, damaged or accessible to any third parties not expressly authorized by the parties. The duration for keeping the personal data shall be proportionate to the purpose pursued.

The User shall have the right to oppose, at any time, for legitimate reasons, having his personal data processed. The User shall also have a right of access, modification and deletion of information related to the User. To do so, the User need merely write to Assimil by connecting to the URL address <http://support.assimil.online/> or by letter to Editions ASSIMIL, Service Client, 13, rue Gay Lussac – BP 25, 94431 Chennevières-sur-Marne Cedex, France, providing his first name, last name and email address. Assimil agrees to respond to such request within a maximum period of two (2) months.

Depending on the choices made by the User for collection of his personal data, the User may receive offers from Assimil's partners.

§ 9 – DISPUTE SETTLEMENT

9.1 Claims

In case of disputes, the User may first contact Assimil's Customer Service to attempt to reach an amicable solution by connecting to the URL address <http://support.assimil.online/> or by letter to Editions ASSIMIL, Service Client, 13, rue Gay Lussac – BP 25, 94431 Chennevières-sur-Marne Cedex, France, providing his first name, last name and email address.

The parties agree that they shall attempt in good faith to settle any disputes or claims related to these GTU through discussions and/or negotiations.

9.2 Mediation

If an amicable settlement has not been reached, the User is hereby informed that he may contact the Fédération du E-commerce et de la Vente à Distance (“FEVAD”) and its mediation department, by letter to: Service de Médiation du E-commerce de la FEVAD, 60 rue la Boétie – 75008 Paris – relationconso@fevad.com or via the online form available on the website <http://www.mediateurfevad.fr>.

[Using the mediator is free of charge.](#)

After the dispute has been referred to him, the mediator shall obtain the information necessary to complete the case file and shall hand down his opinion within a period of three (3) months.

Such opinion shall not be binding on either Assimil or the User, who shall retain the right to refer the matter to a court.

For more information regarding the mediation procedure:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=FR>.

9.3 Jurisdiction

In case the attempt at amicable negotiations has failed and the mediation has failed, any claims, disputes or disagreements related to the acceptance, interpretation, performance or termination of these GTU shall be subject to the jurisdiction of the courts of Paris.

9.4 Governing Law

These GTU shall be subject to French law.

§ 10 – INTERPRETATION

Unless otherwise provided:

In case of a conflict between these GTU and any other document mentioned herein, these GTU shall prevail.

In the event that one of the provisions of these GTU is declared to be unenforceable or inapplicable, such provisions shall be deemed to have been replaced by an enforceable provision reflecting as faithfully as possible the objective sought by the initial provisions. The other provisions shall not be affected and shall remain in full force.

These GTU shall reflect the full agreement concluded between the User and Assimil as regards the Application’s user’s License and, and substitute any prior agreement, if applicable.

The fact that Assimil does not exercise its right pursuant to these GTU shall not in any event constitute a waiver or loss of such rights.