

General Terms of use of the Cardemy Platform

(Updated on 13/10/2024)

Preamble

The present general conditions of use are concluded between:

- the operator of the platform, hereinafter referred to as "the Publisher",
- any person wishing to access the and its services, hereinafter referred to as the "User".

If you teach lessons or create/modify content (the "Content") on the Cardemy platform, at the request of the Publisher or on your own initiative, you must also read and agree to be bound by the terms of use for teachers ("Teacher") and content creators ("Creators") which are integrated to the General Terms of Use of the Cardemy platform ("Terms of Use of the Cardemy platform and services for Teachers and Content Creators") and available at the bottom of this document .

Cardemy is using YouTube as a service to display videos. Besides Cardemy's own terms of use, you shall agree to Youtube's Terms of Service available at <https://www.youtube.com/t/terms>.

1. Principles

The purpose of the present general conditions of use is to provide a legal framework for the use of the Cardemy platform ("Platform") and its services.

The Platform <https://cardemy.com> is a service of :

- Cardemy (SAS)
- HQ located at 66 av des Champs-Élysées 75008, France
- URL: <https://cardemy.com> or <https://cardemy-japan.com>
- e-mail: contact@cardemy.com

Under the Platform includes

- Any platform page hosted under cardemy.com or cardemy-japan.com, including the Cardemy web application for learners and teachers.
- The iOS or Android Cardemy learning apps
- The Cardemy Google Chrome extension (hereinafter "the Extension")

The general conditions of use must be accepted by every User, and access to the Platform constitutes acceptance of these conditions.

2. Evolution and duration of the TOS

These general terms of use are concluded for an indefinite period. The contract takes effect with regard to the User as from the start of the use of the service.

The Cardemy Site reserves the right to modify the clauses of these general conditions of use at any time and without justification.

3. Access to the Platform

Any User with access to the internet can access the Cardemy Platform free of charge from anywhere for a limited time period. The costs incurred by the User to access the Platform (internet connection, computer equipment, etc.) are not the responsibility of the Publisher.

The Platform and its various services may be interrupted or suspended by the Publisher, in particular for maintenance purposes, without any obligation to give prior notice or justification.

The User of the Platform has access to the following services: Language learning application.

After the end of the trial period, User are invited to purchase subscriptions to continue to enjoy the premium features of the Platform. Depending on the platform used by the User, the payment platform is either Stripe, Apple in-app payment or Google in-app payment. The User must accept the relevant terms of use of these providers to complete a purchase.

Refer to the details of our FAQ on <https://cardemy.com/pricing>.

4. Responsibilities

The Publisher cannot be held responsible for any failure, breakdown, difficulty or interruption in operation, preventing access to the Platform or any of its functions.

The equipment used to connect to the Platform is the sole responsibility of the User, who must take all appropriate measures to protect the equipment and data, in particular from viral attacks via the Internet. The user is also solely responsible for the sites and data he/she consults.

The Publisher shall not be liable for any legal proceedings against the User:

- as a result of using the Platform or any service accessible *via the* Internet;
- due to the User's failure to comply with these general conditions.

The Publisher is not responsible for any damage to the User, third parties and/or the User's equipment caused by the User's connection to or use of the Platform and the User waives any claim against the Publisher in this respect.

If the Publisher becomes the subject of legal proceedings, whether amicable or judicial, arising out of the User's use of the Platform, the Publisher shall be entitled to recover from the User all damages, sums, awards and costs arising out of such proceedings.

5. Intellectual Property

All technical documents, products, photographs, texts, logos, drawings, videos, etc., are subject to copyright and are protected by the Intellectual Property Code. When they are given to our clients, they remain the exclusive property of Cardemy, the sole owner of the intellectual property rights on these documents, which must be returned upon request.

Our customers undertake not to make any use of these documents which might infringe the supplier's industrial or intellectual property rights and undertake not to disclose them to any third party, except with the express prior authorization of the Publisher.

Licensing of content created by non-Creator learners

By submitting Content or other material to Cardemy for inclusion in the Cardemy Platform or for any other purpose, such as creating a flashcards course, publishing a study set, taking a survey or any other learning activity, the Teacher or Creator grants Cardemy a perpetual license to use, copy, reproduce, process, adapt,

modify, publish, transmit, display and distribute such new or previously created Content or material in any media or through any channels (existing or further developed) present in Cardemy.

Other uses of the Content created may be made by Cardemy, or other companies or persons partnering with Cardemy, without any compensation being paid in relation to the Content or material submitted, posted or made available to Cardemy by the Teacher or Creator.

If you teach lessons or create/modify Content, whether at the Publisher's request or on your own initiative, you must also read and agree to be bound by the Terms of Use for Teachers and Content Creators which are incorporated into the General Terms of Use at

https://cardemy.com/teachers_and_creators_terms_of_use.pdf

6. Hyperlinks

The establishment by the User of any hypertext links to all or part of the Platform is strictly forbidden, unless prior written authorization is obtained from the Editor by sending an e-mail to the following address: contact@cardemy.com.

The Publisher is free to refuse such permission without having to justify its decision in any way. Should the Publisher grant such permission, it is in any case only temporary and may be withdrawn at any time without any obligation on the part of the Publisher to justify its decision.

In any case, any link must be removed on simple request from the Publisher.

Any information accessible *via* a link to other sites is not under the control of the Editor, who declines all responsibility for their content.

7. Protection of personal data

Please refer to our Privacy Policy.

Evolution of this clause

The Platform reserves the right to make any changes to this data protection clause at any time. If a change is made to this data protection clause, the Platform undertakes to publish the new version on its Platform. The Platform will also inform users of the change by e-mail, at least 15 days before the effective date. If the user does not agree with the terms of the new wording of the personal data protection clause, he/she has the possibility to delete his/her account.

8. Cookies

Please refer to our Privacy Policy.

9. Applicable law

These general terms and conditions of use are subject to the application of French law.

If the parties are unable to resolve a dispute amicably, the dispute shall be submitted to the jurisdiction of the French courts.

Prohibited activities

The use of the Cardemy service is only authorized for pedagogical and educational activities of the Teacher and the Creator.

The following are examples of activities that are prohibited on the Service. Cardemy reserves the right to investigate and take appropriate legal action against anyone who violates this provision, including, but not limited to: terminating the account and/or access to the Service of the Teacher, reporting him/her to the appropriate governmental authorities, or seeking other legal remedies.

Prohibited activities include but are not limited to:

- any criminal or tortious activity, including child pornography, fraud, trafficking in obscene materials, drug trafficking, gambling, stalking, spamming, sending viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets,
- any activity that circumvents or modifies, or induces or assists any other person to circumvent or modify, any security technology or software that is part of the Service,
- impersonation or attempted impersonation of another user, person or entity,
- using a third-party user account, or disclosing one's own account information to allow a third party to access The Professor's account,
- using information obtained from the Service to harass, abuse or harm another person or entity, or to attempt to do so,
- any activity involving the use of viruses, bots, worms, or any other computer code, files or programs designed to interrupt, destroy or impair the functionality of any computer software or hardware, or otherwise permit unauthorized use of or access to a computer or computer network,
- any automated use of the system, such as, but not limited to, the use of scripts to create or publish Content,
- interference with, disruption of, or excessive load on the Service or networks or services connected to the Service,
- posting unauthorized commercial advertising on the Service, or accepting payment or anything of value from a third party for the purpose of engaging in any commercial activity through the unauthorized or impermissible use of the Service on behalf of that third party,
- reproducing, duplicating, copying, selling, reselling, trading, or exploiting for commercial purposes any of the Content or features offered by the Service or accessing them, unless you have been specifically authorized to do so in a separate and distinct agreement with Cardemy,
- using the Service in a manner inconsistent with all applicable laws or regulations.

**Terms of use of the Cardemy platform and services
for Teachers and Content Creators**
(Updated on 11/07/2021)

If you wish to give lessons or create/modify contents (“Contents”) on the Cardemy platform, you must read and accept to be bound by the present Terms of use for teachers ("Teachers") and Content creators ("Creators") which are integrated to the General Terms of Use of the Cardemy platform, the ("Terms") together, and available on the top of this document .

These conditions apply to any user approved to be a Teacher or Creator on Cardemy.

Cardemy calls upon Teachers to provide lessons, but also upon qualified professionals to create lesson Contents on its platform. These professionals can dedicate themselves to this activity only, on a punctual or regular basis.

In most cases, all Teachers will be required to create personalized Content for their Learners. In this respect, they undertake to respect the guidelines for Content creation.

Any person who has been commissioned, in exchange for a financial transaction or not, by Cardemy to create or modify Content on the platform, falls under the definition of Creator and shall accept the present Conditions.

If you do not accept these Terms and conditions for Teachers and Creators in their entirety, you are not authorized to provide teaching or Content creation services that are not for your personal use only and you will not be eligible for any financial compensation from Cardemy for the teaching or Content creation services provided.

Teachers and Creators understand that they are independent service providers and are in no way employees, agents, or partners of Cardemy. In particular, Teachers and Creators understand that Cardemy is not responsible or liable for any taxes related to the remuneration received. The Teachers must declare and pay the possible sums due on these services in their respective countries.

It is understood that Article 1 (Provision of lessons) does not apply to professional Content Creators only, and that only the guidelines of Article 2 (Provision of Content created by Teachers and Content Creators) apply to them.

1. Lesson services

A. Remuneration

- The hourly remuneration of the Teachers giving lessons for the learners using the Cardemy platform is fixed directly between Cardemy and the Teacher by written agreement.
- Hourly rates cannot be revised without prior agreement from Cardemy.

B. Guidelines for the performance of Teachers' lessons

1) General obligations of the Teacher

The Teacher has an obligation to maintain the confidentiality of Cardemy learners. This includes not soliciting personally identifiable information (such as date of birth, age, official identification number, telephone number or home address).

- The Teacher must keep his/her personal information confidential.
- The Teacher must keep a personal activity log for billing and payment purposes.
- The Teacher agrees to cooperate with Cardemy in its actions to fight against any fraudulent use and in the resolution of disputes.
- The Teacher must report any unlawful use, including misuse of the evaluations and feedback provided.
- The Teacher undertakes not to use any Content that is prohibited or likely to infringe copyright.

2) Acceptance of a lesson request

Once you have received a request for teaching service, you agree to the following guidelines:

- Use the Cardemy platform (or protocol defined and communicated by Cardemy) to manage learners' lesson requests.
- The expected response time for any communication related to a lesson - whether it comes from the Learner or Cardemy - is 1 working day.
- Keep track of all the history between you and the learner. Communication methods may include external emails, instant messages, telephone conversations or face-to-face. Important details include information on scope, deliverables, deadlines, price, comments, revisions, schedule changes, holidays, availability, delays, acceptance of deliverables and completion of lessons.
- Inform the learner of your availability and response time.
- Inform the learner if you are unavailable for more than one working day.

3) Guidelines in case of inability / impossibility to deliver a lesson

- Inform the Learner immediately of your unavailability and propose an alternative date.
- Inform Cardemy Customer Service immediately so that Cardemy can offer assistance to the Learner in case of need.

4) Post-lesson follow-up activities

- Use Cardemy's Payment Service to manage all the financial elements related to your teaching provision.
- Provide useful, objective and balanced feedback to the Learner.

5) Learner complaints cases (and refunds)

Any Learner who is dissatisfied with the teaching service is required to contact the Teacher directly via the platform or app with any problems or complaints. The Teacher should first try to resolve the problem or incident directly with the Learner. If the problem or complaint cannot be resolved between the Teacher and the Learner, Cardemy will use all communication records as evidence to determine how to resolve the dispute.

Cardemy shall have the right, at its sole discretion :

- Transfer lesson credits, offer a refund or cancel a transaction.
- To designate who will bear the expenses resulting from such actions.

6) Quality assurance of educational services

It is expected that the Teacher's performance will result in a consistently high level of satisfaction from his/her learner(s).

The Teacher is in breach of these Terms of Use if he or she :

- fails to meet its obligations to provide lessons for which payment has been accepted,
- fails to make reasonable efforts to resolve a dispute with a learner,
- is causing excessive levels of dissatisfaction,
- contravenes these Terms of Use, Privacy Policy or other Cardemy policy.

In such circumstances, Cardemy reserves the right to take any of the following actions at any time in its sole discretion:

- Cancel the registration and services of The Teacher in question on the Cardemy platform
- Limiting Teacher Account Features/Rights
- Suspend or terminate the Teacher's account
- Taking legal action against the Teacher

2. **Provision of Content created by Teachers and Content creators**

A. Remuneration of Creators

- The financial conditions of Creators who create Content at the request of Cardemy are fixed directly between Cardemy and the provider by separate written agreement.
- Cardemy reserves the right at its discretion to revise the relevant rates for a Creator. In such a case, the updated amounts will only be applied to Content created after Cardemy's notification.

B. Responsibility of Creators and Teachers

If you create Content, post comments via the discussion forums, publish material on the Service, link to the Service, or upload material via the Service you are entirely responsible for the composition of that Content and its possible offensive result. Such Content may be in various forms: text, graphic, audio, software or any other format in which Cardemy stores data.

If, when creating Content, a Creator has any doubts about the offensive or inappropriate nature of a context present on the platform, he/she must immediately alert Cardemy at the following address contact@cardemy.com, who will in turn advise him/her of the procedure to follow.

- **Prohibited Content**

Only Content with an educational purpose and/or linked to an educational action may be published on the Service platform.

The following are examples of Content that is prohibited from being posted on or through the Service. Cardemy reserves the right - at its sole discretion - to investigate and take appropriate legal action against anyone who violates this provision, including, but not limited to, removing the offending Content from the Service, terminating the accounts of the violator(s) or seeking other legal remedies.

Prohibited Content includes, but is not limited to, any Content that :

- is patently offensive and promotes any discriminatory attitude or thought such as racism, bigotry, hatred or physical violence of any kind against any class or individual,
- Harasses or advocates harassment of another person,
- exploits people in a sexual or violent way,
- deals with a sexual subject
- publicly exposes information that poses or creates a risk to someone's privacy or security,
- includes information that you have published about another person without their consent,
- infringes privacy rights, publicity rights, copyrights, trademark rights, contractual rights or other personal rights,
- contains or promotes claims that you know to be false or misleading, or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous,
- contains or promotes an illegal or unauthorized copy of another person's copyrighted work,
- solicits passwords or personally identifiable information from other users for commercial or illegal purposes,
- involves the transmission of unsolicited junk mail, chain letters, mass text or instant messages, or spam,
- fosters or promotes any criminal activity or enterprise or provides instructions on illegal activities, including, but not limited to, the manufacture or purchase of illegal weapons, the violation of a person's privacy, or the provision or creation of computer viruses,
- involves commercial activities or sales without the prior written consent of Cardemy, such as contests, sweepstakes, bartering, advertising
- contravenes any applicable laws or regulations.

Prohibited activities

The use of the Cardemy service is only authorized for pedagogical and educational activities of the Teacher and the Creator.

The following are examples of activities that are prohibited on the Service. Cardemy reserves the right to investigate and take appropriate legal action against anyone who violates this provision, including, but not limited to: terminating the account and/or access to the Service of the Teacher, reporting him/her to the appropriate governmental authorities, or seeking other legal remedies.

Prohibited activities include but are not limited to:

- any criminal or tortious activity, including child pornography, fraud, trafficking in obscene materials, drug trafficking, gambling, stalking, spamming, sending viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets,
- any activity that circumvents or modifies, or induces or assists any other person to circumvent or modify, any security technology or software that is part of the Service,
- impersonation or attempted impersonation of another user, person or entity,
- using a third party user account, or disclosing one's own account information to allow a third party to access The Teacher's account,
- using information obtained from the Service to harass, abuse or harm another person or entity, or to attempt to do so,
- any activity involving the use of viruses, bots, worms, or any other computer code, files or programs designed to interrupt, destroy or impair the functionality of any computer software or hardware, or otherwise permit unauthorised use of or access to a computer or computer network,
- any automated use of the system, such as, but not limited to, the use of scripts to create or publish Content,
- interference with, disruption of, or excessive load on the Service or networks or services connected to the Service,
- posting unauthorised commercial advertising on the Service, or accepting payment or anything of value from a third party for the purpose of engaging in any commercial activity through the unauthorised or impermissible use of the Service on behalf of that third party,
- reproducing, duplicating, copying, selling, reselling, trading or exploiting for commercial purposes any of the Content or features offered by the Service or accessing them, unless you have been specifically authorized to do so in a separate and distinct agreement with Cardemy,
- using the Service in a manner inconsistent with all applicable laws or regulations.

C. Intellectual property of the Content created by the Teacher or Creator

By submitting Content or any other material to Cardemy for inclusion in the Cardemy platform or for any other purpose, such as creating a flashcards course, combining contexts, correcting contexts, validating contexts, publishing a study set, reporting incorrect Contents taking a survey or any other Content edition activity, the Teacher or Creator accepts to grant Cardemy a perpetual license to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute commercially or non-commercially such new or previously created Content or material in any media or through any channels (existing or further developed) present in Cardemy.

Other uses of the Content created may be made by Cardemy, or other companies or persons partnering with Cardemy, without any compensation being paid in relation to the Content or material submitted, posted or made available to Cardemy by the Teacher or Creator.

However, in the case where Cardemy would have financially compensated the Creator or the Teacher for this specific creation task,

- In the case of new Content creation in the Cardemy platform, the Creator or Teacher accepts that the intellectual property of this Content belongs entirely to Cardemy

- In the case of correcting/validating Content already existing in the Cardemy platform, the Creator or Teacher accepts that the intellectual property of this Content remains with its original owner.

In the case where Teachers or Cardemy's partners (training organizations, schools, etc...) would like to keep the intellectual property of the Contents they create on the platform or to restrict their distribution, they must explicitly request it to Cardemy, which will propose to sign a separate agreement with specific conditions.