

GENERAL TERMS AND CONDITIONS OF USE

effective October 1, 2020

The website <https://www.sopolyglot.com> is hereinafter referred to as the "Site".

Purpose of the General terms and Cconditions of Use

The purpose of these General Terms and Conditions of Use (hereinafter referred to as the "**Terms of Use**" or "**TOU**") is to provide a legal framework for the terms and conditions of availability of the Website and the services offered therein, and to define the conditions of access and use of the services offered on the Website and/or by SOPOLYGLOT.

Availability and acceptance of the TOU

These TOU are available on the Website under the heading "Terms and Conditions of Use". The Member's full and complete acceptance, without reservation, of these Terms of Use is deemed to have been given once the Member has checked the box "I have read and accepted the Terms and Conditions of Use" when signing up on the Website.

If this box is not checked, the creation of the Member's account and the use of the Service by the Member are impossible and invalid, which the Member acknowledges and accepts.

Modification of the TOU

SOPOLYGLOT reserves the right to modify the TOU at any time, with such modifications taking effect, if applicable, at the time of their publication on the Website. Continued use of the Website constitutes tacit acceptance by Users of the latest updated version of the TOU. These modifications are enforceable as of their publication on line and cannot apply to contracts concluded previously. The latest version of the TOU is available from the Site. By accepting these TOU, the Member is informed and acknowledges that the Service, fully executed before the end of the 14-day withdrawal period provided for in Article L. 221-18 of the French Consumer Code, does not entitle the Member to benefit from this right of withdrawal, in accordance with Article L. 221-28 of the French Consumer Code. By agreeing to use the Service, the Member therefore expressly waives the right of withdrawal provided for in Article L.221-18 of the French Consumer Code when the Service has been performed.

PREAMBLE - definitions

Terms defined below shall have the meanings set forth below in these TOU, whenever they begin with a capital letter, whether used in the singular or plural.

Child's Profile	means the ad published by a Member on the Website for a Child in order to organise a Linguistic Exchange. Only one profile per Child can be posted on the Website.
SOPOLYGLOT Charter	means all the rules of good conduct and values applicable to Linguistic Exchanges.
Client	means the Company - regardless of its legal form - having entered into a contract with SOPOLYGLOT giving the Employees of the Participating Companies the right to access the Service on the Website and to become Members.
Company Code	Means the confidential identification code, unique to each Client and transmitted exclusively to its Employees who must enter it before being able to authenticate themselves and access the Client's Employees Portal.
Community	means all Members who are Employees of the Participating Companies of the same Client Contract.
User Account	means the account created on the Website by an employee of a Participating Company, enabling him/her to become a Member and to access the Services offered by the Website.
Content	means any text or image that Members publish in their Child's profile in order to make it available on the Website.
Client Contract	means the contract signed between SOPOLYGLOT and the Client paying the right, for the Employees of the Participating Companies mentioned in the Contract, to become Members and to access the Service on the Website.
Exchange Contract	means the online form on the Website that allows two Members to agree on the terms and conditions of the Linguistic Exchange between their Children (first and last names of the children, dates and places of the stays). The Exchange Contract is negotiated directly between the Members, under their sole responsibility, without the intervention or control of SOPOLYGLOT.
Correspondent	means the Child who participates in a Linguistic Exchange.
Linguistic Exchange	means the reciprocal exchange organised for their Children by two Members: the Child of the first Member is hosted by the second Member at the dates and conditions and according to the terms and conditions

	agreed between them, and the Child of the second Member is hosted by the first Member at the dates and conditions and according to the terms and conditions agreed between them. The dates, terms and conditions of the Linguistic Exchange are negotiated directly between the two Members without the intervention of SOPOLYGLOT, and formalized in an Exchange contract concluded by the two Members without review or validation by SOPOLYGLOT. The Linguistic Exchange takes place outside the Website in a private setting between the two Members, without the intervention or control of SOPOLYGLOT.
Child	means a dependant child or under the responsibility of a Member, with or without a parentage relationship.
Participating company(ies)	means the company(ies) - whatever its(their) legal form(s) - designated by the Client as such in the Client contract and whose Employees will be able to access the Service available on the Website by becoming Members of their SOPOLYGLOT Community.
Employees Portal	means the secure Website reserved to Members of the SOPOLYGLOT Community of Participating Companies of the same Client contract.
Family	means the Member and the Children who are in his/her charge or under his/her responsibility, with or without a parentage-relationship.
Identifiers	designate the professional email and password entered by the Employee when creating his/her User Account to become a Member of his/her Community.
Member	means any Employee of a Participating Company who registers on the Website and, to this end, adheres to the TOU and the Privacy Policy. The Member may consult the Children Profiles published on the Website and post one for each of his/her Children of Exchange age. The Member is subject to a number of obligations and prohibitions listed below in the TOU. The Member is the sole decision-maker and is responsible for the achievement of a Linguistic Exchange.
Internal Messaging System	means a secure and private instant messaging system to which only Members using it have access.
Party	means the Member and SOPOLYGLOT, individually and/or collectively.

Privacy Policy	means the document that defines the way in which the Website Publisher collects, uses, stores and transfers User's personal data.
Profile	means all personal information entered by the Member on the Website about himself and his Children.
Employee	means a person whom a Participating Company considers, according to its own criteria and applicable regulations, to be part of its salaried workforce.
Service	means the service(s) provided by SOPOLYGLOT on the Website (in particular the publication of a Child's profile, the search for a Correspondent, the connection of two Members through Internal Messaging System, the signing of an Online Exchange Contract with another Member).
Website	designates the website http://sopolygлот.com published by SOPOLYGLOT.
SOPOLYGLOT	designates the following company : name : SOPOLYGLOT registration number : 894 910 421 registered office : 20 rue Robert Julien Lanen, 92190 Meudon, France capital : 1.500€ (one thousand five hundred euros)
User	designates a person consulting the Website and using the services offered therein.

ARTICLE 1 Legal Notice

The edition of the Website is ensured by :
SOPOLYGLOT SAS, registration # 894 910 421
20 rue Robert Julien Lanen, 92190 Meudon, France
capital of 1.500€ (one thousand five hundred euros)

Email: contact@sopolygлот.com

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The director of the publication is : Anne Klemm-Jourdan

The host of the Site is : Clever Cloud SAS, 3 rue de l'Allier, 44000 NANTES, FRANCE.
Capital of 17.625€
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ARTICLE 2 Purpose of the Website

The Website is a platform aiming to build a network between Employees (after they have become Members of their Community) of Participating Companies in order to organize Linguistic Exchanges between their children. The Children participating in these Linguistic Exchanges must be between 11 and 17 years old on the day of publication of their Children Profiles. The Service is based on a bond of trust between the Members. This bond of trust is materialized by the obligatory acceptance of the SOPOLYGLOT Charter, by each Member, prior to Linguistic Exchange.

Access and registration on the Website, as well as the search, consultation and publication of Children Profiles are free of charge for Members. The Website allows a Member access to the following services: (i) access to the Children Profiles written by other Members via a search filter, (ii) a tool to assist in the writing and publication of its own Child's Profile, (iii) a tool to connect Members via the Internal Messaging System in order to organise Linguistic Exchange, (iv) a tool for the remote conclusion of the Exchange Contract as agreed directly between the Members concerned and as it may be completed on a particular point by the Members.

ARTICLE 3 Access to the Service

3.1 Legal capacity

The Service is reserved for any natural person over the age of majority employed by a Participating Company and who can adhere unreservedly to these TOU.

3.2 Access

In order to benefit from the services offered by the Website, all Users must (i) have entered a Company Code which will have been communicated to them by the Participating Company of which they are an Employee, (ii) have registered on the Website to their Employee Portal by entering their professional e-mail address and a confidential password which they have chosen. After confirmation of his professional e-mail by means of a notification sent by SOPOLYGLOT, the User becomes a Member of the Community grouping together the Members who are Employees of the group of Participating Companies designated by the Client in the Client Contract. Linguistic Exchanges are only possible between Members of the same Community.

By agreeing to register for the Website's services, the Member agrees to provide true and accurate information concerning his/her civil status, contact information (in particular his/her professional e-mail address), place of residence, and family (in particular the first names of the children who are in his/her charge or under his/her responsibility and their dates of birth).

ARTICLE 4 Use of the Website's services

4.1 Creating a User Account

To be able to use the Service, the Member must first create a User Account by following the procedure appearing on the Website and/or sent to him/her by e-mail. In particular, the Member will be asked to fill in his/her Profile before being able to consult a Child's Profile in its entirety. A Member must first post a Child's Profile for one of his/her Children, before being able to contact another Member who has posted a Child's Profile of interest to him/her.

The Member is solely responsible for maintaining the confidentiality of the Company Code and its Identifiers, and SOPOLYGLOT declines all liability in the event of use of the Website 's services by a person other than the Member or a person authorized by the Member who has the Company Code and/or its Identifiers. In the event of omission or non-compliant use by a third party of the Company Code and/or its Identifiers, Member undertakes to inform SOPOLYGLOT as soon as possible by e-mail at the following address: contact@sopolyglot.com.

The Member undertakes to keep the information contained in his/her Profile up to date. Any Member who is registered may also request to unsubscribe by going to his/her Profile. This will be effective immediately. Any registered Member may also change his/her password by going to his/her Profile. SOPOLYGLOT shall not be liable for any event due to a case of force majeure resulting in a malfunction of the Website or server, and subject to any interruption or modification in the event of maintenance. In such cases, Member agrees not to hold SOPOLYGLOT liable for any interruption or suspension of service, even without prior notice. Member may contact the Website by e-mail at the following address: contact@sopolyglot.com.

If the Member becomes aware that his/her User Account or Identifiers are being compromised or used without his/her authorization or fraudulently, or any other breach of security related to his/her User Account, he/ she must inform SOPOLYGLOT as soon as possible by e-mail at the following address: contact@sopolyglot.com.

SOPOLYGLOT is informed of the departures of Employees from the Participating Companies by the concerned Participating Companies. Each Participating Company is responsible for informing SOPOLYGLOT of such departures in order to allow SOPOLYGLOT to close the corresponding User Accounts.

In the event of loss or theft of one of the Identifiers and/or of the Company Code concerning him/her, the Member is responsible for any harmful consequences of this loss or theft, and must use, as soon as possible, the procedure enabling him/her to modify them. SOPOLYGLOT shall in no event be held liable for any information communicated by Members which may be erroneous or fraudulent.

4.2 Publication of a Child's Profile

Any Member may post free of charge a single Child's Profile for each of his/her Children aged 11 to 17 on the day the Child's Profile is posted.

Child's Profile will be deleted by the Website on the date of the Child's 18th birthday.

Child's Profile must include at least one photo of the Child and the following information: first name; languages spoken and studied; centers of interest; date of birth; country and city of residence; motivations for carrying out the Linguistic Exchange.

Children Profiles are written by Members under their own responsibility without input from SOPOLYGLOT.

SOPOLYGLOT moderates the Child's Profile and publishes it on the Website after ensuring that the Child's Profile is not contrary to these TOU or to the SOPOLYGLOT Charter or to law or morality or whose textual content would be spam, empty or unintelligible.

SOPOLYGLOT does not verify the accuracy of the Content of the Children Profiles.

4.3 Search for a Correspondent

Any Member is free to choose the Member he wants to carry out a Linguistic Exchange with.

The name of a Member's Child and his/her contact information are not visible to the Members Community on the Employee Portal.

4.4 Communicating with another Member using Internal Messaging System

A Member can exchange with other Members thanks to the Internal Messaging System in order to get to know each other, to ensure that the Families and in particular the Children have the will to carry out a Linguistic Exchange and to prevent certain difficulties that may arise from a stay.

At the first contact through the Internal Messaging System, the identity of the concerned Members will appear in the Internal Messaging System.

In particular, each Member undertakes to inform the other Member who is going to welcome his/her Child in full transparency of any particularity concerning the Child that may affect the progress of the stay (person with reduced mobility with or without a wheelchair, health problem, allergy, etc.) and not to conceal any useful information.

SOPOLYGLOT does not have access to the content of messages between Members on the Internal Messaging System. These messages on the Internal Messaging System are private. Moreover, Members may also exchange information with each other through channels other than the Internal Messaging System.

4.5 Exchange Contract

An Exchange Contract formalizes the commitment of two Members to carry out a Linguistic Exchange.

The Exchange Contract specifies: Children's details, dates of reception and places of reception during the stay (one stay per Child) constituting the Linguistic Exchange.

Members discuss, negotiate and complete their Exchange Contract directly among themselves, without intervention, control or validation by SOPOLYGLOT.

Exchange Contracts are concluded remotely by the Members on the Website.

An Exchange Contract does not constitute the entire agreement between the Members on a Linguistic Exchange. An Exchange Contract must be completed as explained below in these TOU.

Exchange Contracts are visible only to the Members concerned, to the exclusion of the other Members of the Community.

SOPOLYGLOT takes cognizance of the Exchange Contracts concluded between Members for statistical and commercial purposes and to ensure the follow-up of the service to the Member (sending of the Ebook and the satisfaction questionnaire).

In the event that the Member does not have parental authority over the Child, the Member is responsible for obtaining the agreement of the person or persons having parental authority over the Child concerned by the Exchange Contract and the Linguistic Exchange.

4.6 Terms and conditions of the Linguistic Exchange not specified in the Exchange Contract

An Exchange Contract does not constitute the entire agreement between the Members on a Linguistic Exchange.

The Members must also agree on the terms and conditions of the Linguistic Exchange not specified in the Exchange Contract, and in particular: travel to the place of stay, clothes and objects to take with them, pocket money to provide, expenses to provide, special diet for the Child (for personal, health, philosophical or religious reasons), insurance, health, handicap, medical treatment, usual hours...

Members discuss, negotiate and agree directly among themselves on the terms and conditions of the Linguistic Exchange, without intervention, control or validation by SOPOLYGLOT.

The terms and conditions of the Linguistic Exchange are visible and known only by the Members concerned, to the exclusion of other Members.

SOPOLYGLOT has not, or does not take cognizance of the terms and conditions of the Linguistic Exchange discussed or agreed to by the Members outside of the Exchange Contract.

4.7 Course of the Linguistic Exchange

The execution of an Exchange Contract and, more generally, the progress of the Linguistic Exchange agreed in the Exchange Contract are the sole responsibility of the Members having concluded the Exchange Contract, without intervention, control or validation by SOPOLYGLOT.

Each Member is bound to respect and execute in good faith the Exchange Contract and the terms and conditions of the Linguistic Exchange agreed with the other Member, and more generally to ensure the smooth running of the Linguistic Exchange.

Each Member is required to respect the SOPOLYGLOT Charter during the Linguistic Exchange.

In the event of any difficulty or dispute arising during a Linguistic Exchange, each Member shall make its best efforts to find an amicable solution, in a spirit of cooperation and goodwill.

Any modification or cancellation or termination of an Exchange Contract or of the terms and conditions of a Linguistic Exchange agreed with the other Member shall be the sole responsibility of the Member concerned.

SOPOLYGLOT shall not act as an arbitrator or appeal body in the event of a dispute between Members.

4.8 Website Moderation

SOPOLYGLOT shall ensure that the Children profiles published on the Website by Members formally respect the framework set forth by the Website and contain the mandatory information.

You are reminded that SOPOLYGLOT does not verify the accuracy of the Content of the Children profiles.

However, SOPOLYGLOT reserves the right not to publish and/or to remove from the Website any Content or Children profiles that are contrary to these TOU or to the Charter or to law or morality or whose textual content is spam, blank or unintelligible.

A Member may report to SOPOLYGLOT Content that is contrary to these TOU or to the Charter or to the law or morality or whose textual content would be spam, void or unintelligible, by sending an e-mail to the following address: contact@sopolygлот.com.

ARTICLE 5 Other Obligations of the Parties

5.1 Other obligations of a Member

Each Member agrees to :

- use the Website and the services offered on it in accordance with these TOU, the law and good morals;
- not to use the Website and/or the Services in order to carry out illicit acts or transactions or fraudulent acts ;
- provide true, lawful, objective information and respecting the laws in force (insult, incitement to hatred, racism...);
- act in good faith when using the Website 's services;
- do not create fake User Accounts ;
- only publish Children Profiles for their own children and only one Child's Profile per child;
- not to proceed to exchanges of a pecuniary nature through the Website;
- open only one User Account and not to open a User Account in the name or on behalf of any person other than himself/herself ;
- use his/her User Account for personal use only, all acts performed from his/her User Account being considered to have been performed by him/her;
- not to attempt to access the User Account of a third party;
- not to infringe the rights of third parties in any way whatsoever ;
- not to be the author of discrimination ;
- respect your interlocutor, express yourself with moderation, in all your exchanges with other Members;
- not to copy, modify, broadcast or distribute content (texts, photographs, videos, etc.) in violation of the intellectual property rights of third parties;
- not to reproduce the Website or any part of the Website, in any manner whatsoever, by any means and in any form ;
- not to extract data or computer code from the Website without the prior written consent of SOPOLYGLOT, including adapt, modify, translate, transcribe, arrange, compile, decompile, assemble, disassemble, transcode all or any part of the Website;
- not to make a commitment for a third party ;
- not to send unsolicited commercial e-mail (spamming);
- not to divert Members from the Website;
- not to disseminate viruses, Trojan horses or other technologies that may damage the Website or the interests or property of SOPOLYGLOT or other users of the Website;
- not to attempt to access the servers (outside the normal use of the service) or computers on the SOPOLYGLOT network;
- not to post or disseminate, in any form whatsoever, information or content that diminishes, disorganizes, prevents Services or interferes with the proper functioning of the Website;
- not to use any robot, spider, scraper or other similar device to access the Website and to collect any content from the Website for any purpose whatsoever without the prior written permission of SOPOLYGLOT ;
- not to collect or otherwise obtain information about others without authorization;

- not to circumvent the measures intended to prevent or restrict access to the Website;
- not to include links within its Children Profiles, in particular to other sites;
- not to divert the information posted on the Website by Members;
- not to divert the Children Profiles posted on the Website by the Members;
- not to use the Website in an illegal manner or not in accordance with its purpose, in any way whatsoever ;
- no longer use the Service available on the Website and close his/her User Account from the date on which, for any reason whatsoever, he/she is no longer an Employee of a Participating Company;
- allow SOPOLYGLOT to restrict his/her access to the Service on the Website and close his/her User Account from the date, for any reason whatsoever, he/she is no longer an Employee of a Participating Company;
- no longer use the Service available on the Website and close his/her User Account from the date, for any reason whatsoever, his/her employer is no longer a Participating Company;
- allow SOPOLYGLOT to restrict his/her access to the Service on the Website and close his/her User Account from the date on which, for any reason whatsoever, his/her employer is no longer a Participating Company;
- regularly update the information entered at the time of registration by logging into his/her User Account;
- regularly update his/her Profile on the Website;
- regularly update the Child's Profile or, if technically impossible, publish a new Child's Profile with updated information replacing the old Child's Profile ;
- delete the Children Profiles of its Children who are 18 years old and older;
- not to transfer his/her User Account to a third party or to another User;
- keep confidential his/her access codes to his/her User Account ;
- to respect the administrative and sanitary formalities in force (in particular in the event of navigation on the Website outside France);
- comply with all of its obligations under the Exchange Contract.

5.2 Other obligations of SOPOLYGLOT

SOPOLYGLOT is committed to making its best efforts to :

- ensure the proper functioning of the Website;
- respond to Users' requests relating to the Website's services as quickly as possible.

ARTICLE 6 Responsibility for the availability of the Website

SOPOLYGLOT undertakes to do its best efforts to ensure that services of the Website are available 24 hours a day, 7 days a week, without interruption other than those required for curative or evolutionary maintenance.

The Member's attention is specifically drawn to the fact that the Website and the services offered on it are, like any computer application, liable to malfunctions,

anomalies, errors or interruptions that may be due in particular to connection problems. Consequently, SOPOLYGLOT does not guarantee to Member that the Website and the services offered therein will be available on a permanent and continuous basis. Member may in no event seek the liability of SOPOLYGLOT for such malfunctions, anomalies, errors or interruptions, even in the event that they cause him/her any prejudice whatsoever.

ARTICLE 7 Limitation or Exclusion of Liability of SOPOLYGLOT

It is reminded that :

- SOPOLYGLOT does not verify the accuracy of the Content of the Children Profiles;
- SOPOLYGLOT does not have or take cognizance of exchanges between Members, including exchanges via Internal Messaging System;
- SOPOLYGLOT has or takes cognizance of the Exchange Contracts, but does not control or validate them;
- SOPOLYGLOT is not aware of or does not take cognizance of the terms and conditions of the Linguistic Exchange not specified in the Exchange Contracts discussed or agreed upon between Members;
- SOPOLYGLOT does not control the fulfilment by Members of the Exchange Contracts agreed between them;
- SOPOLYGLOT does not intervene in the progress of the Linguistic Exchanges, does not control the progress of the Linguistic Exchanges;
- SOPOLYGLOT shall not act as an arbitrator or appeal body in the event of a dispute between Members relating to the conclusion, validity, interpretation or execution of an Exchange Contract that they have concluded, or more generally relating to a Linguistic Exchange;
- In the event that a Member is no longer an Employee of a Participating Company following his/her departure for any reason whatsoever, SOPOLYGLOT may only be informed by the Participating Company that employed him/her.

Consequently, SOPOLYGLOT cannot be held liable for :

- the inaccuracy of the Content of the Children Profiles ;
- the content of the exchanges between Members, whether it is via the Internal Messaging System or another channel;
- the validity and content of the Exchange Contracts concluded between Members ;
- the validity and content of the terms and conditions of the Linguistic Exchange discussed and agreed between Members other than in the Exchange Contract ;
- the non-performance or improper performance by a Member of an Exchange Contract that it has concluded with another Member;
- failure by a Member to comply with the terms and conditions discussed and agreed between Members other than in the Exchange Contract ;
- the absence of agreement on the Exchange Contract or on the terms and conditions discussed and agreed between Members elsewhere than in the Exchange Contract or more generally on the Linguistic Exchange or about persons exercising parental authority over the Child ;

- the progress of the Linguistic Exchange in all its aspects, and in particular (i) events of any kind (including physical or psychological damage) that may occur to the Child hosted during the Linguistic Exchange and their direct or indirect consequences, and (ii) events of any kind (including material or immaterial, involuntary or voluntary damage) that may occur to the host Family in connection with the Child hosted during the Linguistic Exchange and their direct or indirect consequences;
- the failure to close the User Account of a former Employee of a Participating Company in the event that his/her former employer has not informed SOPOLYGLOT of such departure in accordance with the procedure provided for.

In addition, SOPOLYGLOT's liability is excluded in the following cases:

- non-compliant or illicit use of the Website and/or the Website's services by the Member,
- temporary unavailability of the Website and/or the Website's services,
- fraudulent intrusion of a third party into the Website and/or the services of the Website.

ARTICLE 8 Absence of liability of the Client and Participating Companies

The Linguistic Exchanges are organized by the Members themselves, under their own responsibility, with the help of the Website, in accordance with these TOU and the SOPOLYGLOT Charter. The Client and the Participating Companies are not, individually or jointly, organizers of the Linguistic Exchanges.

The intervention of the Client and the Participating Companies is limited to giving the Employees of the Participating Companies the possibility to access the Service available on the Website.

The Client and the Participating Companies are in no way, individually or jointly, responsible for the Linguistic Exchanges. In particular, the Client and the Participating Companies are in no way, individually or jointly, liable for:

- any damage caused by a child during a Linguistic Exchange (in particular, damage or theft), and
- any damage suffered by a child during a Linguistic Exchange (in particular, physical or psychological damage).

ARTICLE 9 Personalised assistance

SOPOLYGLOT may provide assistance on operation and functionalities of the Website to a Member who sends an email to contact@sopolyglot.com or who fills out the online contact form on the Website, without obligation of result. The proposed means of contact are detailed in the Website.

This assistance shall in no way be a source of additional liability for SOPOLYGLOT.

This assistance does not alter the division of roles and responsibilities between Members, Client, Participating Companies and SOPOLYGLOT as described in these TOU.

ARTICLE 10 Insurance covering Linguistic Exchanges

Members carrying out a Linguistic Exchange must have a personal liability insurance policy covering :

- on one hand, any damage caused by their Child during a Linguistic Exchange (in particular, damage or theft), and
- on the other hand, the possible damage suffered by their Child during a Linguistic Exchange (in particular, physical or psychological damage).

This is the responsibility of each Member.

This privacy liability insurance must comply with legislation and be taken out with an insurer legally authorized to market such policies.

Members are informed that specific insurance policies may be required to cover this risk, as general civil insurance policies may exclude damage occurring during language study trips.

Members are also informed that it is strongly advised that they take out repatriation and medical insurance for their Child covering the period and country of the language stay.

The purchase of these insurance policies is a personal responsibility.

SOPOLYGLOT does not intervene in the choice of an insurance policy by a Member, does not give an opinion on an insurance policy already taken out by a Member, if any, and more generally does not verify the taking out of suitable insurance policies by Members. It is up to each Member to ensure, before a Linguistic Exchange, that he or she and the other Member comply with their insurance obligations.

ARTICLE 11 Force majeure

The Parties agree that following situations amongst others constitute a case force majeure:

- legislative and regulatory changes ;
- pandemics, including local pandemics that do not lead to the closure of a national border when they concern the place of residence or reception of the Child who has to carry out a Linguistic Exchange;
- natural disasters, storms, floods, wars and acts of terrorism, and total or partial strikes preventing a Child's travel;

- more generally, any unforeseeable event outside the control of SOPOLYGLOT and the Members.

ARTICLE 12 Collection, use and confidentiality of personal data

The policy of the [Website](#) and of SOPOLYGLOT with respect to the collection, use and confidentiality of Users' personal data is detailed on the [Website](#) under the heading "Privacy Policy".

ARTICLE 13 Intellectual Property

The "SOPOLYGLOT" trademark, the logo and associated elements appearing on the Website are registered trademarks and remain the sole property of SOPOLYGLOT. No license is granted to Member.

SOPOLYGLOT is the owner of the intellectual property rights relating to the Service and the Website, and in particular relating to the software, algorithms, ergonomics, layout, graphic elements, domain name and design of the Website. Member agrees not to infringe in any way on the intellectual property rights held by SOPOLYGLOT.

Users are solely responsible for the Content of the Children Profiles and guarantee SOPOLYGLOT against any claim relating to the Content based on the violation of the rights of third parties and the legislation in force, and undertake to compensate SOPOLYGLOT for any prejudice that may be suffered by it and to reimburse it for any damages, costs, in particular consulting costs, that it may have paid and/or incurred in this respect.

ARTICLE 14 Hypertext links

The Website may include links to other websites or other Internet sources. SOPOLYGLOT has no control over these external sites and sources. As a result, SOPOLYGLOT cannot be held responsible for the availability of these external sites and sources and declines all responsibility with respect to the Content, advertising, products, Services and any other element available on these sites.

Furthermore, SOPOLYGLOT shall not be responsible or liable for any damages or losses, actual or alleged, arising out of or in connection with your access to, use of or reliance on any content, goods or services available on such sites or from external sources. SOPOLYGLOT is only responsible for the hypertext links it creates. Any difficulty relating to a link that it has not created must be submitted to the administrator or webmaster of the site in question.

ARTICLE 15 Cookies

The policy of the Website and SOPOLYGLOT with respect to cookies is detailed on the Website in the Privacy Policy in Cookies section.

ARTICLE 16 Closing a User Account

SOPOLYGLOT shall have the right to suspend or close a User Account opened by a Member, as of right, by e-mail and without further formality, in the following cases:

- repeated or persistent violation, by the Member, of these TOU or the Charter or the law or morality ;
- repeated or persistent publication, by the Member, of a Child's Profile whose textual content is spam, empty or unintelligible;
- usurpation of Identifiers ;
- termination of the operation of the Website and/or the Service by SOPOLYGLOT.

Each Member may close his/her User Account at any time by using the features provided for this purpose in his/her Profile or by email at contact@sopolyglot.com.

A Member who has closed its User Account is still bound to respect the Exchange Contracts that it would have concluded beforehand.

SOPOLYGLOT will also delete any User Account that has been inactive for thirty-six (36) months. The Member will be informed by e-mail of the closure by SOPOLYGLOT of his/her User Account.

ARTICLE 17 Applicable law and jurisdiction

These TOU and the documents that refer to them are subject to French law, which governs their application and interpretation. In the event of failure to reach an amicable resolution of a dispute arising between the Parties, the French courts shall have sole jurisdiction.

For any question relating to the application of these TOU, each Member may contact the Website Publisher at the contact information indicated in these TOU.

These TOU were originally written in French. In case of contradiction between the French version of the TOU and a version in another language of the TOU, the French language version shall prevail.

In the event of a dispute between SOPOLYGLOT and a Member, the Member shall :

- first send a written complaint to the Website's customer service department using the contact form ;

- if there is no response from the service within one (1) month, or if Member is not satisfied with the response, Member and SOPOLYGLOT shall attempt to resolve Member's claim amicably before any litigation is commenced in the courts of competent jurisdiction.

ARTICLE 18 Final provisions

All notifications, requests and other information between the Member and SOPOLYGLOT shall be sent as set forth in the TOU via the contact form on the Website, and to the Member by email, to the email address provided by the Member during registration on the Website.

The TOU do not create between SOPOLYGLOT and Users a partnership, working relationship, relationship between a commercial agent and his client, or franchise relationship. Users therefore acknowledge and accept that SOPOLYGLOT may not be held liable for any dispute of any nature whatsoever (in particular, without this list being exhaustive, contractual, social and/or fiscal) which may arise between two Members, SOPOLYGLOT's commitment being limited to putting two Members in contact, which Users expressly acknowledge and accept.

Member expressly acknowledges and agrees that SOPOLYGLOT may, subject to applicable data protection laws, assign these TOU and all rights and obligations hereunder to any third party without Member's prior written consent, including without limitation in the event of a sale of a business line, merger by incorporation of a new company, merger absorption, demerger or any change of control affecting SOPOLYGLOT. Member agrees that such a transfer shall release SOPOLYGLOT for the future.

In the event that SOPOLYGLOT assigns these TOU and all rights and obligations hereunder to a third party without Member's prior written consent, Member may immediately terminate his/her relationship with SOPOLYGLOT and close his/ her User Account.

SOPOLYGLOT's failure to enforce any provision of these TOU at any time shall not be construed as a waiver of any subsequent enforceability of such TOU. If any provision of these TOU is held to be invalid or deemed to be unwritten, such invalidity shall not affect the remaining provisions, which shall continue to have effect.