E S C A L E

Terms of Use

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These terms govern the use of the Escale application and the purchase of stories. By creating an account or making a purchase, you accept them.

The English version is the governing version. Any French translation is provided for convenience, subject to any mandatory requirements of applicable law.

THE SERVICE

Escale creates on demand personalised fictional audio stories, together with a digital book in PDF format. Each story is generated by artificial intelligence from your parameters, narrated, then delivered to your library, usually within about ten minutes after payment is confirmed. This time is an estimate and may exceptionally be extended in the event of high demand or the temporary unavailability of a technical provider. Every generation is unique: two identical requests produce different stories, and a delivered story cannot be regenerated identically.

PUBLISHER

Escale is published by Matthieu Deliry, a French sole trader, SIREN 107 581 100.

Address: 3 rue de la Sablière, 78220 Viroflay, France. Phone: +33 9 77 83 27 18. Email: contact@escalestories.com.

Full details in the Legal notice.

ACCOUNT

Exploring the app and listening to the demo excerpts require no account. An account, created with "Sign in with Apple" or "Sign in with Google", is required at the time of your first purchase and reserved for adults. You are responsible for the use of your account from your devices. You can delete your account at any time from Settings.

PURCHASES AND PRICES

Stories are bought individually, without subscription. A "sequel" to an existing story is a full purchase at the same price.

Stories are purchased through the store's in-app purchase system (Apple or Google Play) at the price displayed before confirmation. Apple or Google processes the in-app payment and may handle the financial processing of refunds under the rules of the app store (Apple's App Store or Google's Google Play). Escale provides the personalisation, generation, delivery and support service.

For a generation, delivery or content issue, contact Escale at contact@escalestories.com. This allocation of roles does not limit any mandatory consumer rights.

IMMEDIATE SUPPLY AND CANCELLATION

Each story is personalised and its generation begins shortly after payment. Before purchasing, you expressly request that generation and supply begin immediately.

Once generation has begun, you cannot cancel the purchase merely because you have changed your mind. This does not affect any mandatory rights available under applicable law, including rights that may apply if the story is not delivered, is defective or materially differs from what was purchased.

If generation has not begun, or if a technical failure prevents us from supplying the story, contact us at contact@escalestories.com. Where a refund is due, its financial processing may be handled through Apple or Google in accordance with the payment process of the app store (Apple's App Store or Google's Google Play).

DELIVERY AND PRODUCT ISSUES

If your story is not delivered, is corrupted, is materially incomplete, or does not respect an essential parameter selected at purchase, contact us at contact@escalestories.com.

Depending on the situation, we will correct or regenerate the story without charge, provide an appropriate replacement, restore the purchase for another generation, or arrange an appropriate refund.

A story may in particular have a material issue when:

- the audio is corrupted, incomplete or inaudible;
- the PDF is incomplete or illegible;
- the selected language is not respected;
- the delivered format is clearly shorter than the format purchased;
- an essential personalisation parameter is ignored;
- the content is clearly unsuitable for the selected age;
- a loved one added by the user dies or is seriously harmed, contrary to the product promise;
- an essential part of the order is not delivered.

The creative elements of a story, including its style, tone, plot and narrative choices, are partly subjective and do not by themselves constitute a defect.

Nothing in this section limits any mandatory consumer rights available under applicable law.

AUSTRALIAN CONSUMER LAW

If you are a consumer in Australia, the following applies to you.

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

The commitments made in "Delivery and product issues" are given by:

- Matthieu Deliry (Escale);
- business address: 3 rue de la Sablière, 78220 Viroflay, France;
- telephone: +33 9 77 83 27 18;
- email: contact@escalestories.com.

They cover any problem that appears within two years of the purchase. This period applies only to these commitments: your rights under the Australian Consumer Law are not limited to two years.

To make a claim, write to contact@escalestories.com, or by post to the address above, tell us which story is concerned and describe the problem. We will reply and, where the claim is justified, correct, regenerate or replace the story, or arrange a refund. If the problem is a major failure, the choice between a refund and a replacement is yours. If you are entitled to a refund, we will tell you how to request it from Apple or Google; if Apple or Google does not refund you, we will refund you ourselves.

We bear the cost of honouring these commitments. A claim should cost you nothing; if you reasonably incur an expense in making one, send us the details at the same address and we will reimburse it. These benefits are in addition to other rights and remedies available to you under a law in relation to the goods or services to which they relate.

If anything else in these terms is inconsistent with this section, this section prevails.

LENGTH OF STORIES

The 10 or 20-minute lengths are estimates. A reasonable variation may result from the narration pace and the story structure. A story whose length is clearly shorter than the format bought may however be treated as a material issue (see "Delivery and product issues").

YOUR STORIES

Each generated story is personally yours to enjoy. Some fully AI-generated content may not be protected by copyright; we do not claim exclusive copyright over each story. You keep any rights you may have in what you provide, and grant us the right to use it solely to generate, review, store and deliver the story. Where rights exist and we hold the necessary permissions, you receive a personal, private, non-commercial, non-exclusive, non-transferable licence over the text, audio and PDF: listen, read, and share within your private family and friend circle. No exclusivity is guaranteed: similar stories or elements may be generated for other users. Resale, public distribution and commercial exploitation require our written consent. Escale's brand, code, interface, design and demo content remain protected.

Your stories stay in your library for as long as your account and the Escale service exist. The PDF book is a standard file that you can save outside the app and keep.

CREATION RULES

You undertake not to request: unlawful or harmful content, characters or universes protected by third-party rights, real persons without their consent, or inappropriate content involving minors. When adding a loved one, provide only a first name — never a full name, address, contact details or sensitive data —, do not knowingly use the first name of a person who objects, and hold parental authority or the appropriate consent for a child's first name. This undertaking does not transfer to you responsibility for the data processing we carry out. We may decline a request that breaches these rules; in that case your purchase is not consumed and remains usable after you amend the request.

ACCOUNT SUSPENSION

In the event of fraud, serious circumvention of our protections, serious or repeated abuse, or a security breach, we may suspend an account. The measure is proportionate, reasoned and notified to you, except in a security emergency or ongoing fraud, and you may contest it with support (contact@escalestories.com). Stories lawfully purchased remain accessible, or are provided to you by another appropriate means.

AI-GENERATED CONTENT

Stories are works of fiction generated by artificial intelligence and are identified as such in the app, the player and the PDF book. Despite our controls (automated review, protection rules for loved ones), imperfections, implausibilities or factual errors remain possible. "Historical" stories are works of entertainment inspired by real events, with no guarantee of accuracy: they are neither a documentary reference nor advice of any kind. A "Report a passage" button is available in the player; every report is examined.

AVAILABILITY AND LIABILITY

We strive to provide a continuous service without guaranteeing uninterrupted availability: generation depends on third-party providers (payment, hosting, AI models) whose temporary unavailability may delay a delivery; in that case generation resumes as soon as possible, or we make sure you are not out of pocket. A provider's unavailability does not remove any remedies you have for non-delivery or a defective product. Escale is liable for damages attributable to it under the conditions provided by law. Nothing in these terms limits your mandatory consumer rights. Escale is not liable for damage caused solely by your own fault, use contrary to these terms, or a legal case of force majeure.

COMPLAINTS AND DISPUTES

If you experience a problem, please contact us first at contact@escalestories.com so that we can try to resolve it.

This does not restrict any right you may have to contact a competent consumer-protection or data-protection authority, or to bring a claim before a competent court where permitted by applicable law.

If you live in Australia, you may also contact the consumer-protection agency of your State or Territory, or the Australian Competition and Consumer Commission (accc.gov.au).

Online safety: you can report any story or passage that you consider unlawful, harmful or contrary to these terms, with the "Report a passage" button in the player or by writing to contact@escalestories.com. We examine every report, and we never disclose who made it. If you are not satisfied with the way we handled a report, you can contact Australia's eSafety Commissioner (esafety.gov.au).

GOVERNING LAW AND DISPUTES

These terms are governed by French law. However, the Australian Consumer Law and any other mandatory provisions of the law applicable to you that cannot lawfully be excluded by agreement remain applicable and prevail in the event of a conflict with these terms.

You may bring a claim before the competent courts and tribunals of the State or Territory in which you live. Nothing in these terms deprives you of access to a court or remedy available under mandatory applicable law.

CHANGES

The version of the terms applicable to a purchase is the one you accepted at the time of that purchase; a later change does not retroactively reduce the rights attached to your past purchases. Changes concerning future use of the app are made for a legitimate reason and, if substantial, are announced to you in advance, except in a security emergency or an immediate legal obligation.