

Terms of Use

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

THE SERVICE

Escalé 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

Escalé 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@escaletories.com.

Matthieu Deliry is the professional responsible for the statutory warranty of conformity. 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, through the store's in-app purchase system (Apple or Google Play), at the price displayed in the app at the time of purchase (taxes included). A "sequel" to an existing story is a full purchase at the same price. Apple or Google handles distribution, payment collection and the financial processing of refunds; Escalé provides the personalisation and generation service. For any generation or conformity issue, contact Escalé (contact@escaletories.com); when a refund is granted, its financial processing goes through the store you purchased from (reportaproblem.apple.com for the App Store, Google Play order history for Android). This does not limit your statutory consumer rights.

RIGHT OF WITHDRAWAL

By purchasing a story you expressly request that its generation and supply begin immediately, before the end of the 14-day withdrawal period, and expressly acknowledge that by requesting this immediate performance you lose your right of withdrawal once supply of the digital content has begun. For consumers residing in France, this exception is provided for by article L221-28, 13° of the French Consumer Code. For consumers residing in another European Union country, the national provisions transposing the European rules on the immediate supply of digital content apply. These two statements are grouped in a single un-prechecked box and are expressly collected before each payment. After payment is confirmed, and before generation begins, a confirmation of your order, of your request for immediate performance and of your acknowledgment of the loss of the right of withdrawal is made available to you on a durable medium (a receipt you can save from your library).

STATUTORY CONFORMITY WARRANTY

You benefit from the statutory warranty of conformity for digital content and services (articles L224-25-1 et seq. of the French Consumer Code). A story may in particular be non-conforming when:

- the audio is corrupted, incomplete or inaudible;
- the PDF is incomplete or illegible;
- the chosen language is not respected;
- the format bought is clearly shorter than announced;
- essential parameters are ignored;
- the content is clearly unsuitable for the chosen age;
- a loved one you added dies or is hurt, contrary to the product promise;
- an essential part of the order is not delivered.

The creative character of the story — style, tone, plot, narrative choices — is by nature a matter of taste and does not, in itself, amount to a lack of conformity. In case of a defect, bringing the content into conformity is done free of charge and without undue delay, notably by correction or regeneration; in the cases provided by law, you may obtain a price reduction or the termination of the contract. When a refund is due, it is technically processed by Apple or Google.

Consumers residing in another European Union country benefit from the mandatory provisions of their national law on digital content and digital services.

STATUTORY CONFORMITY WARRANTY — INFORMATION SPECIFIC TO CONSUMERS RESIDING IN FRANCE

The following is an unofficial English translation of the mandatory French statutory information box (article D211-3 of the Consumer Code); the authoritative version is the French text.

The consumer has a period of two years from the delivery of the digital content or digital service to obtain the enforcement of the statutory warranty of conformity in the event of a lack of conformity. During a period of one year from the date of delivery, the consumer need only establish the existence of the lack of conformity, not the date on which it appeared.

The statutory warranty of conformity entails an obligation to provide all updates necessary to maintain the conformity of the digital content or digital service.

The statutory warranty of conformity gives the consumer the right to have the digital content or digital service brought into conformity without undue delay following their request, free of charge and without major inconvenience to them.

The consumer may obtain a price reduction while keeping the digital content or digital service, or may terminate the contract with a full refund against relinquishing the digital content or digital service, if:

- 1° The trader refuses to bring the digital content or digital service into conformity;
- 2° The bringing into conformity of the digital content or digital service is unjustifiably delayed;
- 3° The bringing into conformity of the digital content or digital service cannot take place without cost imposed on the consumer;
- 4° The bringing into conformity of the digital content or digital service causes a major inconvenience for the consumer;
- 5° The lack of conformity of the digital content or digital service persists despite the trader's unsuccessful attempt to bring it into conformity.

The consumer is also entitled to a price reduction or termination of the contract where the lack of conformity is so serious that it justifies an immediate price reduction or termination of the contract. The consumer is then not required to first request that the digital content or digital service be brought into conformity.

Where the lack of conformity is minor, the consumer is entitled to cancellation of the contract only if the contract does not provide for the payment of a price.

Any period during which the digital content or digital service is unavailable in order to be brought back into conformity suspends the remaining warranty period until the conforming digital content or digital service is supplied again.

The rights mentioned above result from the application of articles L. 224-25-1 to L. 224-25-31 of the Consumer Code.

A trader who in bad faith obstructs the enforcement of the statutory warranty of conformity is liable to a civil fine of up to 300,000 euros, which may be increased to up to 10% of the average annual turnover (article L. 242-18-1 of the Consumer Code).

The consumer also benefits from the statutory warranty against hidden defects under articles 1641 to 1649 of the Civil Code, for a period of two years from the discovery of the defect. This warranty gives the right to a price reduction if the digital content or digital service is kept, or to a full refund against relinquishing the digital content or digital service.

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 constitute a lack of conformity.

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.

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 your legal remedies for non-delivery or non-conformity. Escale is liable for damages attributable to it under the conditions provided by law. Nothing in these terms limits the statutory warranty or 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.

CONSUMER MEDIATION

After trying to resolve a dispute directly with us (contact@escaletories.com), you may use a consumer mediator free of charge, in accordance with articles L611-1 et seq. of the French Consumer Code: Mediator name: CM2C — Centre de la Médiation de la Consommation de Conciliateurs de Justice Address: 49 rue de Ponthieu, 75008 Paris, France Telephone: +33 1 89 47 00 14 Email: litiges@cm2c.net Website: <https://www.cm2c.net> (online submission: <https://www.cm2c.net/declarer-un-litige.php>)

For a cross-border dispute within the European Union, you may also seek help free of charge from the European Consumer Centre of your country of residence.

GOVERNING LAW AND DISPUTES

These terms are governed by French law; if you reside in another EU country you keep the protection of the mandatory provisions of your local law. You may seek an amicable solution by contacting us before any action. Recourse to mediation is optional and does not deprive you of the right to bring the matter before the competent courts.

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.