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.

RIGHT TO CANCEL

If you are a consumer in the United Kingdom, you normally have 14 days to cancel a contract concluded at a distance, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Each story is personalised digital content whose generation begins shortly after payment. By purchasing a story, you expressly request that its generation and supply begin immediately, before the end of the 14-day cancellation period, and you expressly acknowledge that you will lose your right to cancel once supply of the digital content has begun. Supply begins when we start generating your story. These two statements are grouped in a single box that is never ticked in advance, and are expressly collected before each payment.

After payment is confirmed, a confirmation of your order, of your request for immediate supply and of your acknowledgment that the right to cancel is lost is made available to you on a durable medium (a receipt you can save from your library).

Losing the right to cancel does not affect your rights if the story is not delivered or is faulty (see "Delivery and product issues" and "Your legal rights in the United Kingdom").

Until supply has begun — for example if you have paid but not yet launched your story, or if we asked you to amend your request — you can cancel within 14 days of your purchase and get a full refund. Tell us in any clear way before the 14 days end, for example by email to contact@escalestories.com or by post to the address given in "Publisher". You may use the form below, but you do not have to.

Cancellation form — To Matthieu Deliry (Escale), 3 rue de la Sablière, 78220 Viroflay, France, contact@escalestories.com: I hereby give notice that I cancel my contract for the supply of the following digital content: [...]. Ordered on: [...]. Name of consumer: [...]. Address of consumer: [...]. Signature of consumer (only if this form is notified on paper): [...]. Date: [...].

Refunds: Apple or Google takes your payment, so refunds are normally paid by Apple or Google to your original payment method; we will tell you how to ask and support your request. We remain responsible for any refund the law gives you: if Apple or Google does not pay it, we will pay you ourselves, free of charge, by a method you agree to, within 14 days of your cancellation or of our agreeing that a refund is due.

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.

YOUR LEGAL RIGHTS IN THE UNITED KINGDOM

If you are a consumer in the United Kingdom, the Consumer Rights Act 2015 says that digital content must be as described, fit for purpose and of satisfactory quality:

- if your story is faulty, you are entitled to a repair or a replacement — for a story, a correction or a new generation, free of charge;
- if the fault cannot be fixed, or has not been fixed within a reasonable time and without significant inconvenience to you, you can get some or all of your money back;
- if you can show that the fault has damaged your device and that we have not used reasonable care and skill, you may be entitled to a repair or to compensation.

If your story is not delivered at all, you can choose a full refund instead of a new generation.

The commitments made in "Delivery and product issues" are in addition to these rights and never replace them.

How your story works: the audio plays inside the Escale app on iOS and Android (streamed, or downloaded for offline listening in the app); the PDF book is a standard file you can save and share.

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.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, and for breach of your legal rights in relation to the digital content we supply.

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 the United Kingdom, you can get free, independent advice about your rights from Citizens Advice (citizensadvice.org.uk), from Advice Direct Scotland (consumeradvice.scot) if you live in Scotland, or from Consumerline (nidirect.gov.uk/consumerline) if you live in Northern Ireland.

GOVERNING LAW AND DISPUTES

If you are a consumer living in the United Kingdom, these terms are governed by the law of the part of the United Kingdom in which you live (England and Wales, Scotland or Northern Ireland).

You may bring legal proceedings about these terms in the courts of that part of the United Kingdom, or in France. We can bring proceedings against you only in the courts of the part of the United Kingdom 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.