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.

Depending on where you live, sales tax may be added to the displayed price at checkout by Apple or Google.

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.

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.

For users in the United States: when you buy a story you receive the licence described above; you do not acquire ownership of the audio, text or files. The licence has no time limit. The PDF book can be saved outside the app and kept. The audio is available inside the app for as long as the app is operated and your account exists.

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. 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.

WARRANTY DISCLAIMER AND LIMIT OF LIABILITY

For users in the United States, the following applies.

EXCEPT FOR THE COMMITMENTS EXPRESSLY MADE IN THESE TERMS, AND TO THE EXTENT THE LAW OF YOUR STATE ALLOWS, THE APP AND THE STORIES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

TO THE EXTENT THE LAW OF YOUR STATE ALLOWS, ESCALE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, AND ESCALE'S TOTAL LIABILITY FOR ALL CLAIMS RELATING TO THE APP OR TO A STORY WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT YOU PAID FOR STORIES IN THE TWELVE MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM AND (B) US$50.

These limits do not apply to: the commitments made in "Delivery and product issues", including any refund due; liability for personal injury; liability for fraud, gross negligence or intentional misconduct; or any right or remedy that the law of your state does not allow to be waived or limited. Some states do not allow implied warranties to be excluded, so the disclaimer above may not apply to you in full.

If you live in New Jersey, the paragraph limiting damages and total liability does not apply to you.

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 States, you may also contact the Attorney General's office or the consumer-protection agency of your state.

GOVERNING LAW AND DISPUTES

If you live in the United States, these terms and your purchases are governed by the laws of the U.S. state where you live. Where that law allows it, you may bring a claim before the courts of the place where you live, including a small-claims court.

Nothing in these terms limits rights that the law of your state does not allow to be waived. Nothing in these terms deprives you of access to a court or remedy available under mandatory applicable law.

NOTICE FOR CALIFORNIA RESIDENTS

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice. The service is provided by Matthieu Deliry (Escale), 3 rue de la Sablière, 78220 Viroflay, France, telephone +33 9 77 83 27 18. Stories are sold individually, at the price displayed in the app before each purchase. To resolve a complaint about the service or to receive further information about its use, contact us at contact@escalestories.com. You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

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.