

General terms and conditions of use for the Site V1.2

11th July, 2011

Preamble

This is a translation of the original document in French. The aim of this English translation is to facilitate the understanding of the document but it is not official or legally binding. The original document can be accessed via the following link:

http://www.gymglish.com/documents/CGU-GymGlish-fr-v1_2.pdf

Introduction

Welcome to the websites created by the company A9 (defined below) and, in particular, gymglish.com and richmorning.com (hereafter referred to, either collectively or individually, as the "Site").

The Site has been designed and built by A9, SAS a company with authorised capital of 78,950 euros, with registered office at 16A boulevard de Reuilly – 75012 Paris, France, and which is registered with the number B 941 911 812 in the Paris Trade & Companies Register (hereafter called "the COMPANY").

1. Accepting the general terms and conditions

All visits to, or use of, the Site or services proposed and/or provided by the COMPANY are carried out on the assumption that the user of the Site (hereafter called "User" or "You") agrees to abide by the current general terms and conditions of use (hereafter called "Terms and Conditions"). Read carefully the Terms and Conditions and either print or save a copy.

The User declares having taken note that access to the Site and the services offered by the COMPANY is subject to the express, unreserved, acceptance of the current Terms and Conditions.

Furthermore, use of certain services provided by the COMPANY imply that You have accepted the general or specific conditions of sale or of licence usage for those services or that You accept the terms and conditions available on the pages devoted to those services. Unless stated otherwise, these specific conditions are considered as being additional to the Terms and Conditions.

2. Site presentation

The Site allows You to:

- browse the description of the COMPANY's services;
- subscribe to paying and/or free services offered by the COMPANY;
- request affiliation.

3. How the Test works

If the Site allows You to sign up for a test, the subscription for the test (hereafter called "Test") is free, personal and without commitment. It enables discovering certain services offered by the COMPANY.

The Test corresponds to the sending of a course (hereafter called individually "Lesson") the number of which contained in the Test is defined when subscribing to the Test. Each Lesson comprises one (1) course, one set of corrections and, if the User requests it, a supplementary set of corrections.

The Test is completed when all subscribed Lessons have been treated. At any moment You may unsubscribe using the link to be found in each Lesson.

Signing up for the Test is available once only per User (identified by the User's email address).

4. Personal data protection

The COMPANY informs the User that personal information may be collected. The information collected will be that which is required to allow the COMPANY's services to function correctly. Whatever the nature or the source of such information, the COMPANY commits not to divulge any information to a third party without the express approval of the person concerned, except in those cases where the Law allows it or if the correct functioning of the Site or of its services requires it.

The COMPANY commits that personal information will be held and treated in accordance with the French Data Protection Act (la Loi Informatique et Libertées of 6th January, 1978) In accordance with this law, You have the right to access, to modify, to correct and to delete any personal data held by the COMPANY. This right can be exercised at any time by writing to the following address: A9 SAS - Service des données personnelles, 16A boulevard de Reuilly -75012 Paris, France.

Furthermore, the User may recommend the COMPANY'S Site and services to a third party. If the User sends the family name, first name and email address of such a third party to the COMPANY, the COMPANY commits to keeping this information confidential and to using it for proposing the Site and its services to that third party.

5. Cookies

To ensure correct technical functioning of the COMPANY'S Site and services, use is made of cookies, small text files downloaded onto the User's computer through his web browser. Such cookies will be kept on your computer for a maximum of three (3) years.

You can configure your web browser so that it refuses such storing of cookies. Such modification may induce changes in some functions on the Site or in some of the COMPANY'S services.

6. Unsubscribing

All users present in our database can choose not to receive any more e-mails from the COMPANY (be they lessons or information e-mails) by clicking the 'unsubscribe' link at the bottom of our e-mails.

Additionally, all a user's settings (including when/if lessons are sent and the agreement to receive newsletters) is available via each user's personalized Workbook from the moment they subscribe to the Test. The Workbook can be accessed via a link present in each lesson.

7. Google Analytics

This site uses Google Analytics, a web analysis tool provided by Google Inc. ("Google"). Google Analytics uses cookies, which are text files placed on your computer, to help in analysing usage of a site by its users. The information generated by these cookies concerning your use of the site (including your computer's IP address) will be stored by Google on servers in the United States of America. Google will use such information to evaluate your usage of the site, to send reports on the site's activity to the developer of the site and to provide other services concerning site activity and Internet usage. Google may communicate this information to a third party if required to by law or when any such third party processes this information on behalf of Google, in particular by the developer of this site. Google will not associate your IP address with any other information in Google's possession. You may deactivate the use of cookies using the appropriate settings of your web browser. However, doing this may prevent you from using certain functions provided by this site. By using this website, you expressly agree to Google processing your personal data under the conditions and for the purposes described above.

8. Intellectual property

The overall structure as well as programs, text, images, sound, graphics and any other component

of the Site are the exclusive property of the COMPANY or are regularly used under licence.

All written content, text, articles and illustrations placed on-line by the COMPANY are protected by copyright law and by the law concerning protection of databases created by the COMPANY, as understood by French intellectual property law (articles L 341-1 and following).

Trademarks and logos belonging to the COMPANY and appearing on the site are registered trademarks (semi-figurative or not).

It is thus forbidden to reproduce, imitate or use in any way whatsoever all or part of any content protected by intellectual property or copyright laws, without prior express agreement from the owner, his assignees or beneficiaries.

The COMPANY grants You a personal, non-assignable, and non-exclusive right to use its Site and its services, on the understanding that it is forbidden to copy, modify, or integrate any technical item forming part of these services into another product, to effect any reverse engineering (it is, nevertheless, understood that the COMPANY commits to supply, within a reasonable time, the necessary interface and programming details upon receipt of a detailed and reasoned request) or to use any other means in an attempt to access the source code or programming protocols.

Any User who contravenes the current Terms and Conditions is liable to civil or criminal proceedings in accordance with the terms of positive law concerning fraudulent use of copyright material.

9. Access Licence for the Site

The COMPANY grants to the User a non-exclusive and revocable licence, allowing access to, and use of, the Site.

On a non-exclusive basis, Users are granted the right, revocable without notice, to create a hypertext link to the Site's welcome page on condition that such a link does not create anything, with regard to the COMPANY or to its services, that is deceitful, false, misleading, derogatory or likely to do harm to the COMPANY or to its services. In no circumstances, can the COMPANY be held responsible, for any reason whatsoever, for any effect this hypertext link may have on the contents of the User's website.

10. Licence for using the Test

The COMPANY grants to the User a non-exclusive, non-assignable, revocable licence which is limited to the User's personal use of the Test and of the Lesson(s).

You are authorised to:

- consult the Lesson(s);
- complete the exercises contained in the Lesson(s);
- store the Lesson(s) in order to consult them;
- browse and download from Your individual space any previously completed exercise module;
 - print a hard-copy version of exercise modules in order to have a private copy for Your own exclusive use in accordance with the provisions of the French laws on intellectual property (article L.122-5 2°).

11. General terms and conditions

When using the Site and the services provided by the COMPANY, you commit to behaving in a normal and reasonable manner, and not to interfere, in any way whatsoever, with the normal working of the Site and the services offered. In particular, you commit:

- not to disrupt, slow down, block or alter the normal flow of information exchange generated by the services, not to increase the rate at which the service content is displayed, such that the functioning of the Site is modified or altered, nor take any other action that has a disruptive effect on the functions offered by the services;
- not to access fraudulently, hamper or disrupt the COMPANY'S information systems and, in

particular, the services, servers and networks enabling access to the services, nor refuse to abide by the conditions, procedures, and general rules and regulations governing the functioning of networks that allow access to the services.

In case of non respect of the above, the COMPANY reserves the right to take all necessary steps to have such activity stopped and to seek compensation for any damage or loss.

12. Modifications to services and Terms and Conditions

The COMPANY's service offerings evolve over time and the COMPANY will also launch new services and, when necessary, withdraw or modify existing services. The COMPANY may also modify the current Terms and Conditions without prior notice.

13. Applicable Law

The Terms and Conditions are governed by French law. In the event of a dispute concerning the application or interpretation of the Terms and Conditions, the parties to the current contract agree to seek an amicable agreement. Where this is not possible, resolving the dispute comes under the jurisdiction of the appropriate Parisian courts.