

GENERAL SUBSCRIPTION CONDITIONS for Individuals V2.0

August 21st, 2008

PREAMBLE

This is a translation of the original agreement 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 —the only legally binding— can be accessed via the following link: http://www.gymglish.com/documents/cgvps-fr-v2_0.pdf.

The general conditions of sale to Individuals (hereinafter, “GCS”) are applied to all sales made by the company A9 SARL (hereinafter, “the COMPANY”) to private customers (hereinafter individually called “Customer”). When validating an order, the Customer unconditionally accepts the order terms as well as all the GCS, regardless of eventual specific conditions of sale which may supplement or replace the general conditions herein.

Article 1 - DEFINITIONS

“**Subscription**”: refers to the act of placing a service at a sole User’s disposal. The Subscription commencement date is the date on which the order is accepted.

“**Customer**”: refers to the natural person of legal age and capacity who acts as an individual and who hires the Subscription modality(ies) on his/her own behalf or on behalf of another User.

“**User**”: refers to the natural person who uses the service.

“**Lesson**”: comprises the English course, the correction and, if requested by the User, a complementary correction, all of which are personalized for each User.

“**Site**”: refers to the group of Internet pages whose URL is dependent on the gymglish.com and/or richmorning.com domain.

Article 2 - SUBJECT MATTER

The purpose of these GCS is to define both the terms and conditions for the purchase of Subscriptions, and the operation and use of such Subscriptions.

This agreement is exclusively aimed at individuals.

Article 3 - SUBSCRIPTION CONDITIONS

3.1. Order acceptance

The Subscription order is placed through the Site. The Customer chooses the Subscription modality(ies) to which he/she wishes to subscribe. If the Customer makes a Subscription on behalf of another (other) User(s), the beneficiary(ies) of said Subscription(s) must be designated upon or after placing the order. No reimbursement will be due for Lessons not completed because of Subscription termination or expiration. The Customer guarantees acceptance and performance of these GCS or of the particular conditions applicable to the service by every User he/she designates and to whom it is understood that he/she offers the COMPANY service, under his/her responsibility.

In order to subscribe to the service, the Customer provides his/her personal data and, if applicable, the User’s, as well as any relevant banking information. The Customer is responsible for the accuracy of all the information delivered to the COMPANY and to its payment service providers.

The agreement becomes effective on the date of acceptance of the Subscription order by the COMPANY.

In all cases, the COMPANY must receive and validate the total payment not later than forty five (45) days after service subscription. If the total amount is not paid within such term, the COMPANY may cancel the subscription.

3.2. Subscription modalities and duration

The service is available under two (2) Subscription modalities: one (1) Subscription modality called GYMGLISH and one (1) Subscription modality called RICH MORNING.

3.2.1. GYMGLISH Subscription

A GYMGLISH Subscription may cover one (1) month or several months, at the Customer's option upon subscription, and is automatically renewed for an equal period.

The Customer may terminate the GYMGLISH Subscription(s) at any time via his/her personal space, provided that he/she requests termination at least three (3) days before expiration of the current subscription period.

Termination does not give rise to any penalty, or to any reimbursement for the current subscription period or for any Lessons not completed. However, the service will continue until the subscription period expires.

Finally, when the Customer takes out the Subscription on behalf of another (other) User(s), particularly when buying several Subscriptions, he/she is not obliged to assign the Subscription upon placing the order. He/she may designate the User(s) at a later date via his/her personal space. However, no reimbursement will be due for Lessons not completed as a result of not having been assigned to any User.

3.2.2. RICH MORNING Subscription

A RICH MORNING Subscription provides for a batch of twenty one (21) Lessons that must be completed within a period of twelve (12) months.

Once the twenty one (21) Lessons are completed, the COMPANY may send revision e-mails to the User, at the latter's option. The User may refuse to receive these additional revision Lessons.

Article 4 - PRICE AND PAYMENT TERMS

4.1. Price

The Subscription will be invoiced based on the applicable prices at the time of placing the order.

The Customer agrees to pay the set amount due for the Subscription(s), regardless of the number of Lessons actually completed.

The COMPANY reserves the right to change the Subscription prices at any time. Price changes will only be applicable to Subscriptions made after the new prices have become effective.

4.2. Payment terms

Subscription payment may be made:

- by debit card,
- by wire transfer when this option is available, or
- by Paypal.

Payment of the RICH MORNING Subscription is made in a single transaction, upon placing the order.

Payment of the GYMGLISH Subscription is made by regular debits upon each renewal.

The Customer is solely responsible for the effective Subscription payment. The COMPANY will not be liable for any payment issues derived from the electronic-commerce service operation.

Invoices issued by the COMPANY are at the Customer's disposal under the "invoices" section of his/her personal space.

It is also agreed that, if the payment is annulled after the order has been accepted, the relevant Subscription(s) will also be annulled, regardless of any other actions which may be taken by the COMPANY.

4.3. Secure payment

Payment details and transactions are secure, regardless of the payment service provider chosen by the COMPANY.

The COMPANY does not retain bank card numbers.

Details of payment by bank card, either via a CIC Payment service from the CIC banking group, or via Paypal, are protected by SSL encryption.

Article 5 - SUBSCRIPTION CHARACTERISTICS

Each User follows a personalized learning path, consisting of the group of Lessons completed. Over the course of a given Subscription, the User may not be replaced by another one, unless this option is available in the Customer's personal space.

Fulfillment of these Subscription characteristics by the Customer and the User(s) is an essential requirement of the GCS.

5.1. GYMGLISH Subscriptions

Each GYMGLISH Subscription allows the User to receive and complete a maximum of five (5) Lessons per week. Each User chooses the days of the week on which he/she wants to receive the Lessons. In addition, he/she may choose the number of Lessons received, with a minimum of one (1) and a maximum of five (5) Lessons per week, according to the limitation above. The COMPANY delivers a new Lesson once the User has completed the previous one. If the User does not complete the Lesson, the COMPANY resends the same Lesson on the first available reception day after seventy two (72) hours from the previous delivery. Each User may also define free days on which the Service will be interrupted. This does not alter the main conditions of the GYMGLISH Subscriptions regarding price and duration.

At the beginning of a GYMGLISH Subscription, each User may choose to have certain subjects of his/her Lessons oriented towards one or more areas suggested by the COMPANY.

5.2. RICH MORNING Subscriptions

A RICH MORNING Subscription consists of twenty one (21) Lessons. Each User chooses the reception frequency. By default, the COMPANY sends a new Lesson every working day, provided the User has completed the previous Lesson. If the User has not completed the Lesson, the COMPANY resends the same Lesson on the first available reception day after seventy two (72) hours from the previous delivery.

Article 6 - ASSISTANCE AND FOLLOW-UP

For information requests, the COMPANY's customer service is available on the Site.

Each User has access to an individual follow-up space via his/her personal space, in which the

exercise modules of the Lessons already completed are saved and can be kept after the Subscription expires.

Article 7 - RIGHT OF REVOCATION

Although the Customer expressly acknowledges that the service provision starts, upon his/her consent, within seven days following the order placement and that, as a consequence, he/she would not have the right of revocation set forth in section L121-20-2 of the consumers' code, the COMPANY grants the Customer a term of 7 days following acceptance of the order to exercise the right of revocation and annul his/her Subscription(s). The COMPANY will reimburse the Customer the whole payment amount within one (1) month after the right has been exercised.

Article 8 - SPECIAL OFFERS

The COMPANY is entitled to make special offers which may be subject to specific conditions described on the Site.

Article 9 - INTELLECTUAL PROPERTY

The Site and/or the Lesson(s), as well as any element thereof, particularly comprising the texts, static or animated images, phonographic and/or video records, logotypes, brand names, domain names, databases, computer software, etc., are entirely protected by French and international copyright regulations.

The brand names and logos on the Site are registered trademarks (whether semi-figurative or not).

The COMPANY is the exclusive owner of this set of rights; otherwise, exploitation thereof is typically subject to license. The Subscriptions do not grant any exclusive right on elements solely owned by the COMPANY.

It is forbidden to reproduce, represent, imitate and/or use, in any possible way, all or part of this content protected by an intellectual property right without previous express authorization from the COMPANY. Any use of said content in breach of the provisions in the "User License" article or not expressly authorized may be subject to a court claim under positive law.

Article 10 - USER LICENSE

The COMPANY grants each User a non-exclusive, non-transferable, revocable license limited to his/her personal use of the Lesson(s).

Users are authorized to:

- view each Lesson;
- complete the exercises included in each Lesson;
- save each Lesson for future reference;
- review and download the exercise modules previously completed from their personal space;
- print the exercise modules to keep them as a private copy for exclusive use under section L.122-5 2 of the Intellectual Property Code.

The Customer guarantees that each User complies with the user license for the Lesson(s) granted by the COMPANY.

Article 11 - LIABILITY

The COMPANY will not be liable in the following cases:

- in the event of technical failures independent of the service, such as communication problems (slowness, interruption, etc.) caused by the Internet service provider of the Customer and/or of the

User(s);

- in the event of fault, neglect, omission or defect on the part of the Customer and/or the User(s) and/or any third party over which the COMPANY has no control or surveillance authority;
- in the event of problems at the time of making the payment;
- damages caused as a result of delay;
- in the event of breach of the laws applicable in the Customer's and/or the User's country of residence, or of those applicable in the country where the Lessons are completed;
- in any force majeure event. If the effects of a force majeure event last for more than thirty (30) days following notification of such event by one of the parties, the agreement may be terminated by operation of law at the request of any of the parties, without any right to indemnification.

The COMPANY undertakes to make its best effort to deliver the hired service to each User.

The COMPANY reserves the right to reject any Subscription request from a Customer who may be involved in a dispute concerning the payment of all or part of a previous Subscription.

Article 12 - CANCELLATION CLAUSE

In the event of breach by the Customer and/or the User(s) of any of their obligations, the COMPANY reserves the right to immediately terminate the Subscription by operation of law after a default period of seven (7) days during which the breach persisted or, without previous notice, in the case of breaches which are repetitive or relating to intellectual property rights and to the use of the Service and/or the Lesson(s).

In case of early termination, the COMPANY will under no circumstances reimburse the amounts fully or partially paid by the Customer, without prejudice to the court claims that the COMPANY may initiate against the Customer and/or the User(s), or any amounts due or any damages to which the COMPANY may be entitled.

Article 13 - PERSONAL INFORMATION

The data kept about the Customer and/or the User(s) are necessary for service operation, management of orders and commercial relations. Regardless of the source and nature of such data, the COMPANY guarantees that they will not be transferred to a third party without the authorization of the individual involved, except in the cases provided for by Law or as required for service operation.

The COMPANY undertakes that data will be processed in accordance with the Freedom of Information Act dated January 6th, 1978. The Customer and/or the User(s) have the right to access, modify, rectify and eliminate data about themselves. Such rights may be exercised at any time by mail to the following address: A9 SARL – Personal Data Service, 16A boulevard de Reuilly -75012 Paris.

Technical operation of the service requires the use of cookies, i.e., small files downloaded to each User's computer by means of his/her Internet browser.

Article 14 - GOVERNING LAW AND APPLICABLE JURISDICTION

The GCS are governed by French law. In the case of any dispute concerning the application or construction of the GCS, the parties agree to resort to an amicable resolution proceeding. Otherwise, matters will be brought to a Paris appeal court.