

TERMS AND CONDITIONS OF USE

Preamble

This website and its contents, hereinafter referred to together as the "Site", are published by the publisher, hereinafter referred to as "Evy":

Evy Brokerage, a simplified joint-stock company (S.A.S.) under French law with a capital of €1,000, Registered with the Paris Trade and Companies Register under number 918 000 852 and with ORIAS under number 22 006 093 (www.orias.fr) as an insurance broker.
Registered office: 38 rue des Mathurins - 75008 Paris – France

These general terms and conditions of use of the Site, hereinafter referred to as "T&Cs", define the terms and conditions applicable between the User and Evy as well as the rights and obligations of each, relating to the use of the Site.

Any use of the Site implies consultation and acceptance and compliance with these T&Cs without reservation.

Article I. Definitions

The terms listed below used in these T&Cs and beginning with a capital letter shall be understood as follows, regardless of the singular and plural, depending on the context in which they are used:

- **"Good"**

Refers to the material asset identified by the User, corresponding to one of the objects likely to be insured under the insurance contract.

- **"T&Cs"**

Refers to the general terms and conditions of use of the Site governing all contractual relations between Evy and the User.

- **"Content"**

Refers to all the content presented on the Site, in particular the frequently asked questions (FAQs).

- **"User Space"**

Refers to the page to which the User has access after having subscribed to the insurance contract.

- **Service(s)**

Refers to all the services offered by Evy, accessible on the Site, including the declaration of claims affecting the Covered Good.

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- **"Site"**

Refers to the website created, developed and operated by Evvy, made available to Users.

- **"User"**

Refers to the natural person having access to the Site.

Article II. Object

The Site offers Users wishing to insure their Good the option of joining an affinity insurance contract, in accordance with the process described in the article entitled "Membership process".

Article III. Access to the Site

Access to the Site is free of charge. However, Evvy does not guarantee that the Site will be accessible at all times and reserves the right to suspend or limit access to it for technical or maintenance reasons.

Evvy reserves the right to modify the terms, conditions and terms of the T&Cs at any time, in particular in the event of technical, legal or jurisprudential developments or when new Content and/or services are introduced.

Article IV. Membership Process

The User may subscribe to one of the formulas of the proposed insurance contract, if it meets the criteria defined in the definition of the term "Member" specified in the general terms and conditions, after completing the required information relating to its identity and the designation of the Good to be insured.

All pre-contractual documentation is accessible via hypertext links so that the User can read and download them in order to keep them if he wishes. All the parties involved in the insurance contract as well as the conditions of coverage, limitations and exclusions are presented in the general terms and conditions of the insurance contract.

After expressly acknowledging that they have read all the pre-contractual documentation and paid the corresponding premium, the User, who has become a member of the insurance contract, receives a confirmation of their membership by email, accompanied by their membership certificate.

The User is invited to carefully read all the pre-contractual documentation before entering into the insurance contract.

Article V. Access to the Services

The Services are accessible to Users who have subscribed to the insurance contract, in accordance with the conditions, limitations and exclusions set out in the general terms and conditions of the said insurance contract.

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The User Area makes it possible to monitor transactions with EVY, to manage them, to declare claims, to monitor the management of claims or the repair, replacement or reimbursement of the Goods concerned, if applicable.

The User is invited to carefully read all the contractual documentation before using the Services.

Article VI. Intellectual property

All Content on the Site (texts, images, logos, etc.) is protected by intellectual property law.

Any reproduction, representation, modification or exploitation, in whole or in part, without the prior and express written authorisation of Evy, is strictly prohibited.

Article VII. Liability of Evy

a) Obligations

Evy undertakes to perform the obligations incumbent on him with all the care customary in his profession and to comply with the rules of the art. Evy may use the subcontractors of its choice for the performance of the Services and remains solely responsible to the User for the performance of its obligations. Evy will in any event be bound by an obligation of means and not of result.

b) Limitation of Liability

The User Space and the Services it contains are subject to an obligation of means. Some of these Services may evolve or be discontinued. Evy cannot guarantee the availability of these Services or their perfect adequacy to the User's needs.

Evy cannot be held responsible for errors made by the User when subscribing to the Services.

c) Maintenance and service developments

Evy cannot guarantee continuous and secure access to the Services as their proper functioning may be affected by many factors beyond Evy's control. Consequently, it cannot be held liable for any delay or disruption that may affect the Service(s), any virus or malicious software, malfunction, bug, error or inaccuracy whatsoever present on the Site.

Evy reserves the right to temporarily suspend, without compensation or notice, access to the Services to ensure maintenance operations related to technological developments or necessary for their continuity.

Evy reserves the right to modify or update its operating system and, in general, all or part of the Service in the light of technological developments.

Article VIII. Responsibility of the User

The User remains solely responsible for the use of the information provided on the Site.

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The User undertakes to collaborate in good faith with Evvy and to provide it without delay with all relevant information in order to deliver the most efficient Service possible. In particular, he must have a valid email address and ensure that his emails are received.

In addition, the User undertakes to update the information provided as soon as possible and will be solely responsible for any consequences of the failure to update this information.

The User undertakes not to offer any other person access to the Service under his or her identity or pseudonym and will bear the consequences of the use of his or her account, even without his or her knowledge, by a person using his or her username and password.

Article IX. Hypertext links

The Site may contain links to other websites.

Evvy declines all responsibility for the content of these external sites and their privacy policies.

Article X. Personal data

Information relating to the processing of personal data is specified in the Data Protection Policy accessible at the bottom of the page of the Site.

Article XI. Cookies

Information relating to cookies and other trackers that may be used on the Site is specified in the Cookie Policy accessible at the bottom of the page of the Site.

Article XII. Independence – Non-waiver

If any of the provisions of the T&Cs should be declared null and void or unenforceable, in the light of a rule of law in force or a judicial decision that has become final, it will be modified in order to obtain its validity or will be deemed unwritten, without resulting in the nullity of the T&Cs, or altering the validity of their other provisions.

The fact that the User and/or Evvy does not claim the application of any of the provisions of the T&Cs or accepts its non-performance, whether permanently or temporarily, cannot be interpreted and does not constitute a waiver by this party of its right to subsequently enforce this or any other provision of the T&Cs.

Article XIII. Claims

For any difficulty or complaint, the User is invited to contact Evvy:

- Either by e-mail to: reclamations@evvy.eu
- Or by post to: Evvy - Claims Department - 38 rue des Mathurins - 75008 Paris - France

The User is invited to communicate to Evvy the elements justifying his identity and the reasons for the difficulties encountered.

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Article XIV. Complaints - Applicable law and jurisdiction

The T&Cs are governed by French law.

Any dispute relating to their interpretation or execution falls under the relevant jurisdictions.