

Please read the General Terms of Use and Sale carefully as they contain important information regarding your rights, obligations and legal recourse. By accessing or by using the Navily Platform, you agree to be bound by the present General Terms of Use and Sale and to act accordingly.

The last update of the present General Terms of Use is dated May 27, 2019.

#### Table of Contents

- Article 1. Definitions
- Article 2. General Description of Services
- Article 3. Acceptance by The Boater
- Article 4. Interaction Methods between Parties
- Article 5. Amendments
- Article 6. Breach of the GC
- Article 7. User Account and Subscriptions
- Article 8. Respective Obligations of the Parties
- Article 9. Personal Data
- Article 10. Acceptable Terms of Use
- Article 11. Intellectual Property
- Article 12. Security and Privacy
- Article 13. Legal Disputes and Jurisdiction

<b>ARTICLE 1.</b>	<b>Definitions</b>
-------------------	--------------------

#### “The Boater”

Refers to any natural person or legal entity that submits a Stopover Request to the Marina by means of NavilyApp.

#### “Anchorage”

Refers to a natural shelter listed by NavilyApp. where boats may stopover and identified by a colour code in accordance with ratings supplied by The Boaters.

#### “The Marina”

Refers to any legal professional entity responsible for welcoming leisure boats with the assistance of the NavilyPro Solution and a valid user account.

#### “Non-User Marina”

Refers to a Marina listed on NavilyApp. but a non-user of the NavilyPro Solution with no User Account.

#### “Publication”

Refers to comments, ratings and photos posted on NavilyApp. by The Boaters.

#### “Stopover Request”

Refers to a request submitted by The Boater through the NavilyApp to a Marina.

#### “Reservation”

Refers to an accepted Stopover Request by The Marina and The Boater.

#### “Website” or “Internet Site”

Refers to the Internet site located at the URL address [www.navily.com](http://www.navily.com) provided to The Marina by Navily.

#### “NavilyApp.”

Refers to a free mobile application and/or tablet that makes it possible for The Boater to optimize his search and consequent reservation of a Stopover.

#### “NavilyApp. Solution”

Refers to a free solution for an unlimited period of time providing access to free non-binding services.

#### “Premium Navily Solution”

Refers to a paid solution that allows The Boater to access paid services in the form of an annual membership.

#### “User Account”

Refers to an account that allows The Boater to access his profile on NavilyApp.

#### “Profile”

Refers to a NavilyApp. interface that provides The Boater with an access to his personal information (identity, name of boat, documents, payment method, parameters, password, Navily Premium membership, bookmarks, tutorials, about Navily).

#### “Data”

Refers to any information, documents, texts, programs, music, sounds, photographs, graphics, videos, messages and other elements of all type and forms collected and distributed in the operational framework by The User of The Services provided by Navily.

### ARTICLE 2. General Description of Services

#### 2.1 Profile Management

The Boater accesses his User Profile on the NavilyApp. interface by providing his email address and password, or through his Facebook account.

The Boater by logging-in to his account accesses the following information:

**Boater:** The Boater provides his full name, email address, phone number, date of birth and he may add a profile photo.

**Boat:** The Boater provides information regarding the name of the boat, name of owner and skipper in case they are two different individuals, whether it's sail or motor powered, monohull or multihull, overall length, overall width, vessel draught, registration, shipyard, model, construction year, flag, home port and holding tank.

**Documents:** The Boater uploads his identification document, insurance and documentation of the boat.

**Method of Payment:** The Boater provides a payment card.

**Parameters:** The Boater indicates the language of preference for NavilyApp., the measurement units and the cards used.

**Password:** The Boater is capable of freely modifying his password and to request a new password in case the original is forgotten.

**Bookmarks:** The Boater can access his bookmarks to delete or modify them.






**Contributions:** The Boater can access his contributions (comments, notes, anchorages added). He carries out the necessary changes and/or amendments.

**Tutorials:** The Boater accesses the tutorial published by Navily in order to learn about the operation of the NavilyApp.

**About Navily:** The Boater accesses the Navily social networks, the General Terms of Use and the Navily Confidentiality Policy.

#### 2.2 General Functions of Application

The application provides The Boater with access to a map that shows the ports and Marinas listed by Navily. This window provides The Boater with an access to the following functions:

- A search bar for identifying a Marina, an anchorage or an address.
- An action bar for accessing the reservation(s) interface, the anchorages and offline ports, and the User Account.
- An interactive map comprising the following functions:
  - Icon  > makes it possible to add a new anchorage or port on the Navily map
  - Icon  > provides access to the Navily map legend
  - Icon  > provides access to information on the chosen anchorage. The colour of the anchorage buttons depends on the average of the grades applied by The Boaters according to the following rating: from 0 to 2.5 --> Red, from 2.5 to 4 --> Yellow and from 4 to 5 --> Green.
  - Icon  > provides access to information on the chosen Marina. The Marina buttons are classified under three colour categories: green, yellow and red which correspond to remarks made by the users of the application and must be understood as follows:
  - Icon  makes it possible to filter the buttons displayed on the map in accordance with the users' search criteria.
  - The geo-tracking button allows The Boater to centre the map on his GPS position.

#### 2.3 Anchorage

The Boater accesses anchorages listed by Navily that appear on the interactive map as per Article 2.2 hereof.

The practical information regarding anchorages are the following:

- Photo(s) shared by Boaters on Navily;
- Name of the anchorage when available;
- GPS position and GPS distance from the Boater;
- General characteristics: anchoring (permitted/forbidden), buoys (yes/no), mooring at dock (yes/no) and hawser ashore (yes/no);
- Protective anchorage impeller against the wind and waves;
- A percentage grade produced by an algorithm based on the anchorage protection level from the wind and wave as noted by the users and the weather forecasts provided by Great Circle;
- Weather forecasts and time indicator of up to 72 hours updated every 3 hours;
- Nature of the seabed: sand, algae, rocks and mud;
- Activities and services available in the vicinity of the anchorage: beach, water, piers and restaurants;
- Ratings and comments made by The Boater;
- The Input Button allows to: rate the anchorage, add a photo, identify errors and edit the anchorage's practical information;
- Practical Information: is available only when the anchorage selected has buoys and/or it's possible to moor to a dock. The information available consists of telephone numbers, the number of buoys, buoys for visitors (yes/no), maximum length accepted, VHF channel, tariff (free/paid), water (yes/no), electricity (yes/no).

The Boaters' publications regarding anchorages are controlled and are subject to the terms and conditions as per Article 2.5 hereof.

## 2.4 Stopover Requests

### 2.4.1 Stopover Request Submitted to a Marina

The Boater submits a Stopover Request to a Marina by accessing the reservations interface of NavilyApp followed by "Marina" or "Reservations".

The Boater has access to his previous and future Stopover Requests and Reservations in the "Reservations" section. This section makes it also possible to:

- Contact the Marina by means of the messenger;
- Cancel a Stopover Request;
- Cancel a reservation;
- Accept or decline a new reservation proposal issued by the Marina.

The Boater may access the online reservation service must supplying NavilyApp. with a payment method, otherwise he won't be able to access the online reservation service nor the Payment Service.

In order to submit a Stopover Request, The Boater must fill-out the following fields:

- His identity or the skipper's identity if it differs;
- The boat;
- The payment method for the reservation.

The Boater is informed of the possible restrictions with regard to dates or duration applied by the Marina prior to submitting his Stopover Request.

A Stopover Request may be submitted to a Marina by 17:00 of the requested arrival's date.

The Marina has 48 hours to accept the reservation request. Upon expiry of this period, the Marina shall send a new offer that the user will have to accept in order to confirm the reservation.

Should the Marina submit a new offer, it will have to specify the price of the anchorage for the period specified and stipulate whether the water, electricity and visitor's tax are included in the stopover price.

- In the eventuality that the Marina does not manage its payments for stopovers on Navily, a confirmed reservation entails a down payment representing 30% of the total amount of the reservation. This amount is automatically reimbursed within 72 hours following The Boater's scheduled date of arrival. The Boater makes the payment for the reservation directly at the Marina, the latter having to honour his obligations as per Article 8.3 hereof.
- In the eventuality that the Marina manages its payments for stopovers on Navily, a confirmed reservation entails a payment representing 100% of the total amount of the reservation in respect of which Navily issues a receipt of payment.

The Boater authorizes Navily to deduct the down payment or the cost of the reservation through the indicated method of payment as per Article 2.7 hereof.

Should Navily fail to deduct the amounts due by The Boater as per the present Article, the reservation shall be cancelled.

Boaters that submit a Stopover Request or accept an offer from a Marina must be at least 18 years of age and capable of signing legally binding contracts. By using the Payment Service, The Boater confirms to be 18 years of age or older.

Upon confirmation of a reservation, The Boater concludes a contract with the Marina directly. The Boater must report to the Marina's harbour master on the day of the reservation prior to its closure. The schedules are available on NavilyApp, as communicated by the Marina.

Navily is not nor will it not become a party to any contract entered upon between the Marina and The Boater. Navily is not a broker nor an insurer nor a representative.

Navily shall not be held liable in case of impossibility to welcome a Boater with a confirmed Stopover Request.

The Boater is responsible for producing a confirmation of insurance in the eventuality that it is required by the Marina at the time of the reservation.

#### **2.4.2 Stopover Requests Submitted to a Non-User Marina**

Should The Boater decide to submit a Stopover Request to a Non-User Marina, then the request should be submitted directly to the email address of the Marina as listed on NavilyApp.

Navily does not meddle in the procedures related to the Stopover Request nor in the confirmation of the reservation issued by the Non-User Marina. Navily shall not be held liable in any way whatsoever with regard to the reservation agreed upon by The Boater and the Non-User Marina.

Stopover Requests may not be submitted to a Non-User Marina when the email address is not listed on NavilyApp.

#### **2.4.3 Reservation Payment**

The payment owing to The Marina is determined by the latter in accordance with the Fee Schedule referred to in Article 2.4.1 hereof.

The Marina instructs The Boater in response to the Stopover Request of the total price incl. tax and eventual supplementary costs, their nature and calculation method.

The Marina agrees to provide The Boater with a bill in accordance with the total price incl. tax of the reservation, without prejudice of the eventual supplementary costs as referred to in the present Article;

Navily is absolved of any liability regarding The Boater's payment of the fees so that it cannot incur liability on behalf of The Boater or The Marina due to a default in payment, partial payment or any other payment incident that may arise. Navily is absolved of any liability regarding non-compliance with tax obligations, including the payment of the stopover tax, The Marina being the only responsible for the payment of all duties and taxes eventually owed against the reservation.

#### **2.4.4 Withdrawal and Cancellation Policy**

The Boater or The Marina may cancel Stopover Requests or outstanding pre-orders at no additional cost for as long as it is not confirmed.

It is stipulated that the period of withdrawal as per Article L. 221-18 of the French Consumer Code is not applicable herein as per Article L. 221-28, 12° of the French Consumer Code.

Upon confirmation of the reservation by The Marina or by The Boater, the following rules shall apply:

- Stopover of less than 7 nights: Cancellation free of charge when submitted prior to 14:00 of the arrival date.
- Stopover of 7 to 29 nights: Cancellation free of charge when submitted 15 days prior to the arrival date.
- Stopover of 30 Nights or more: Cancellation free of charge when submitted 30 days prior to the arrival date.

All cancellations submitted by The Boater beyond the aforementioned periods result in the loss of the down payment as per Article 2.4.1 hereof whereby the implementation of the payments is not processed through NavilyApp.

NavilyApp. keeps 30% of the overall amount of the reservation made by The Boater as per Article 2.4.1 hereof in the event that it processes The Marina's payment.

### **2.5 Rating The Marina and Publications**

NavilyApp. makes it possible for Boaters to rate The Marina on a scale of 1 to 5 (5 being the highest) in accordance with the following criteria:

- Welcoming Quality
- Quality of Equipment and Services
- Port Cleanliness
- Tourism
- Closeness to Shopping Facilities

The Boater can also add a comment to the Rating.

The comments and ratings assigned by Boaters are accessible at all times by The Marina on the Internet site.

The publications are classified in chronological order or relevance in accordance with the preference of The Boater, i.e. in accordance with the number of “likes” from The Boaters.

The publications indicate the date of the publication, and the date of the consumption experience of the notice.

The publications appear within a maximum of 15 working days and are preserved for as long as The Boater has a User Account.

Upon cancellation of a Boater’s User Account, his publications are automatically anonymized.

The Boater may modify his publications at any time and/or delete them by clicking on the “edit” button located on the publications.

Navily implements a control procedure of the publications posted by the Boaters. Any comment that is deemed fraudulent, false, misleading (directly or by omission, or by failure to update information), defamatory, slanderous, obscene, pornographic, vulgar or offensive, that encourages discrimination, fanaticism, racism, intolerance, hate, harassment, causes harm to an individual or group, violent or menacing or encourages violence or menacing acts against any individual or animal, encourages activities or the usage of illegal or dangerous substances, or breaches the general conditions hereof shall be moderated by Navily.

Navily notifies Users by mail of any moderation to their publications and the reasons thereof.

Navily does not provide any compensation of any kind in return for the publications.

## **2.6 Records of Stopover Requests and Reservations**

The Boater may access the records of his reservations in the “Reservations” section.

The Boater may also access an instant messaging service connecting with the Marina.

He can cancel a reservation request, cancel a reservation and confirm or decline reservations offers made by the Marina.

## **2.7 Payment Service**

Navily provides Boaters with an online Payment Service guaranteed by STRIPE Inc., the contracted service provider of online payments.

Navily specifies that STRIPE Inc. has a level 1 PCI certification that corresponds to the highest level of certification, guaranteeing the safety of the online payments.

Users accessing the online Payment Service provided by NavilyApp. must be at least 18 years of age and capable of signing legally binding contracts. By using the Payment Service, The Boater confirms to be 18 years of age or older.

The use of the online Payment Service is conditional to the creation of a User Account as per Article 7.1 hereof. Any request for the cancellation of a User Account leads to the suspension of one’s access to the Payment Service.

The Boater agrees that the overall risk derived from the use of the Payment Service remains his own responsibility. Any permission granted by The Boater to an individual to use his User Account in any possible manner entails the liability of The Boater in respect of the said individual’s actions. Any party, including Navily, involved in the creation, production or provision of the Payment Service, may not be liable to pay incidental and punitive damages, special, exemplary or consequential, for the use of the Payment Service by a third party.

The Boater authorizes Navily to debit the payment as set out herein.

The Boater that adopts the NavilyApp. Solution and provides a payment method authorizing Navily to store the payment method’s data (card number and expiration date) for the entire term of the User Account in order to avoid inserting new data for every future transaction. It is appropriate to mention that in



## General Conditions

accordance with Article 7.2.1 hereof, The Boater may request at any time the cancellation of his User Account which shall automatically entail the deletion of data relative to his method payment.

The Boater that adopts the Navily Premium Solution authorizes Navily to store the payment method's data (card number and expiration date) for the entire term of the User Account in order to avoid inserting new data for every future transaction.

The Boater may oppose the storage of such data by sending an email to this end to the following address: help@navily.com. He may also delete his banking data at any time by accessing the section devoted to payments from his User Account.

The Boater agrees to update all data related to his payment method in the eventuality that it changes.

The Boater is solely responsible for the correctness and completeness of the information related to his payment method.

Navily shall not be liable for any loss incurred by The Boater due to inaccurate information with relation to the supplied payment method.

### **ARTICLE 3. Acceptance by The Boater**

The present General Conditions (hereafter referred to as GC) are expressly acknowledged and accepted by The Boater and acknowledges perfect familiarity therewith.

In any case, the subscription of The Boater on the Website and/or all commencement of use of the offered Services by these supports, subjects The Boater to the present GC. The Boater agrees with the application of the entirety of the rules contained herein, and all those that may be listed in any document available on the Website, amended to the present GC by reference and which govern its relationship with third parties and Navily.

The present GC are enforceable during the entirety of use of the Website and until a new GC supersedes the present.

The User confirms having consulted the legal notices published on the Site before accessing the Services offered by the latter.

### **ARTICLE 4. Interaction Methods between Parties**

The Boater recognizes that the documents (including all connection data) listed on the Website will have full probative force between the Parties. The electronic files (including their date and time) will prevail between the Parties in the event of a dispute.

The Parties grant evidentiary value to their electronic exchanges through the electronic addresses provided by any of the Parties, and to the exchanges on paper addressed to the postal addresses provided by any of the Parties.

Unless otherwise specified, the Parties are free to exchange through one of the communication vehicles referred to in the previous paragraph.

### **ARTICLE 5. Amendments**

#### **5.1 Consequential Amendments**

Navily reserves the right to make consequential amendments at its own discretion to the Website or to the NavilyApp, given the technical amendments that the supports require or due to applicable legislative developments.

#### **5.2 Substantial Amendments**

Navily agrees not to proceed with any Substantial Amendments of the present General Conditions that may cause an amendment to the respective obligations of the Parties, without a prior agreement from The Boater.

### **ARTICLE 6. Breach of the GC**

A violation of the present General Conditions authorizes Navily to reject any future access by The Boater that perpetrated the violation to the NavilyApp, Solution and/or Navily Premium, and to suspend or terminate the User Account of The Boater responsible for the violation of the present General Conditions.

### **ARTICLE 7. User Account - Subscriptions**

#### **7.1 Inscription Request**

In the event that The Boater would like to use the NavilyApp, Solution, he must create a User Account by providing the following information on the mobile application or on the Navily Web site.

- Name

- Email address
- Password

## 7.2 User Account

### 7.2.1 Delivery

Upon completion of the registration, The Boater is subscribed and may access his User Account on the Internet site by activating the connection parameters (identifier and password).

The identification data for accessing the account are provided to The Boater by email. The Boater must verify the validity of the email address provided upon its inscription for as long as the email is an identification element of the User Account. In case of errors or omissions in the data provided by The Boater to the platform pursuant to Articles 2.4.1 and 7.1 hereof, Navily shall not be liable for any possible consequences.

The Boater will be responsible for updating at his first connection and on a regular basis his confidential code and to assure that it consists of letters and numbers of sufficient length.

The Boater subscribed to the NavilyApp. Solution may cancel his account by addressing at any time a request to this regard to the following email address: help@navily.com.

The Boater subscribed to the Navily Premium Solution may not request a cancellation of his account for the entire period of its subscription.

### 7.2.2 Connection Settings Responsibility

The Boater is obliged to maintain the confidentiality of the connection settings as detailed in Article 12 hereof.

The Boater is responsible for any use of these settings, whether authorized or not. The Boater is not authorized to assign, loan or transfer his connection settings to any third party or to allow any third party to connect to his account.

The Boater is solely responsible for the accuracy, quality, lawfulness and reliability of the information and data that he provides Navily, without the possibility of invoking an inaccuracy of its information and data to evade his commitment.

## 7.3 "NavilyApp." Solution

The NavilyApp. Solution refers to a free solution without a time limitation that allows The Boater to access the Services as per Article 2 hereof.

## 7.4 "Premium Navily" Solution

### 7.4.1 Duration of Commitment and Price

The Premium Navily Solution refers to a paid subscription of one year tacitly renewable from year to year, in exchange for a payment of a yearly subscription of €9.90 incl. tax payable in a single instalment at the time of registration.

The Parties convene that The Boater may object to the renewal of his engagement for an additional year via NavilyApp. or by addressing an email requesting a cancellation to help@navily.com (with acknowledgement of receipt) not later than the anniversary date of the contract. Otherwise, the contract will be automatically renewed for an additional year.

It is stipulated that, in accordance with Article L. 215-1 of the French Consumer Code, Navily shall inform the customer in writing, by a nominative letter or by a dedicated email, at least three months and no less than a month prior to the term of the period allowing the said renewal, of the possibility of rejecting the renewal of the signed contract bearing an automatic renewal clause.

### 7.4.2 Overview of Services

The Premium Navily Solution allows The Boater to benefit from all the free Services as referred to in Article 2 hereof and of the following Services:

- Offline Mode: The Boater records on his phone the information about the marinas and anchorages of his choice. online reservation service and content sharing;
- Weather Forecasts: The Boater has access to 72 hours of weather forecasts provided by Great Circle;
- Map Filters: The Boater may apply filters in order to enhance his searches on NavilyApp. for marinas and anchorages.

## ARTICLE 8. Respective Obligations of the Parties

### 8.1 General Obligations of "The Boater"

In order to allow Navily to provide the best possible service, The Boater agrees to the following obligations:



## General Conditions

- a. Make use of the overall Navily Services provided in compliance with the rules and instruction as referred to in the present CG;
- b. Notify Navily without delay of any malfunction of any part of the Website by the fastest possible channel;
- c. To respect the instructions or any reasonable request submitted by Navily with regard to its Services;
- d. Inform Navily without delay of any eventual changes to the email address attached to the User Account and of any other changes regarding payment method;
- e. Make use of the Services in keeping with the legal provisions of public law, public decency, and in keeping with the stipulations of attributed program licences from third parties hereof and from Navily;
- f. To respect the applicable fiscal obligations resulting from the strict exercise of its competences;
- g. Refrain from discriminating or harassing any other person on the ground of his national or ethnic origin, religion, sex, of his sexual identity, physical or mental disabilities, health, marital status, age or sexual orientation, engage in violent or dangerous, abusive and disruptive conduct during usage of the Navily Solution;
- h. Refrain from reproduction, storage, accessing and making usage in any possible manner of any information, including personal data regarding any user of the platform, available on the Website or to breach the right to privacy of users or third parties;
- i. Refrain from making use of the Navily platform for publishing commercial messages;
- j. Refrain from contacting a Marina for any purposes other than to implement the services of the present CG including the recruitment or invitation of a Marina to participate in third-party services, applications or Websites without previous written authorization from Navily;
- k. Refrain from making use of the Website for requesting or accepting a reservation bypassing the Platform for whatever reason;

### 8.2 General Obligations of Navily

In order to provide a higher quality service to The Boater, Navily agrees to the following obligations:

- a. Update information attached to a User Account of The Boater as requested;
- b. Implement all technical means in order to simplify and improve the usage of the platform (Website and NavilyApp.) by The Marina and The Boater;
- c. Resolve without delay all possible malfunctions that may arise on the Website or NavilyApp.

### 8.3 Payment of Fees by The Boater

The Boater agrees to pay The Marina the total amount of the down payment and/or of the reservation in accordance with the provisions contained in Article 2.4.3 hereof.

## ARTICLE 9. Personal Data

The creation of a User Account implies the collection of a certain number of personal data from The Boater. This data may be used by Navily in order to: (i) send newsletters to the Users; (ii) process all or part of the offered service (including a follow-up to the orders). The collection of the said personal data may occur by the use of cookies registered by the Website's host computer on the hard disk of the Visitor in order to facilitate surfing on the site or to establish general statistics on the site's traffic. Even though it does not make it possible to directly identify the Internet user, they are identified by the CNIL as personal data.

The Boater shall be deemed having accepted the use of its email address for the purpose of prospecting. However, The Boater may decide at any time and free of charge to oppose its usage by sending an email in this regard to Navily.

Anyone accessing the Website has the possibility of refusing the eventual registration of the said cookies by choosing such an option in the browser's toolbar. He is invited to such a procedure should he so desire. In such cases, the ease of browsing, loading of the Web pages, and the implementation of certain functions will be affected.

Any Boater has the right to access, modify, rectify and delete any data that concerns him. If need be, these rights can be executed by contacting Navily by mail at THE NAVIGATION FAMILY, 7 Place Ile de Beauté, C/O SARL AVEC – 06300 NICE; by phone at +33. 4. 97.08.37.44 or by email at help@navily.com.

## ARTICLE 10. Acceptable Terms of Use

Under Article 6-1 of the French Act for trust in the digital economy (LCEN), Navily must strictly respect the constraints with regard to hosts and has implemented on its Website a notification procedure for the presence of harmful content pursuant to Article 6-1-5° and 6-1-7 of the LCEN.

Apart from the legal obligations mentioned above, Navily does not exercise any active surveillance, censorship, or direct control of the data generated, stored, transmitted or used in relation with its Services, including the content displayed on the Website and the documents transmitted by email. It is the sole responsibility of the User to conform to the regulations in effect.

The User is under no circumstances entitled to transmitting or making use of the Services for one or more of the following purposes:

- i. Illegal transmission (including non-compliance with laws, standards, bylaws, regulations and codes of conduct in effect), dangerous, menacing, troublesome, abusive, harassing, detrimental, libellous, vulgar, obscene, indecent, non-respectful of privacy, hateful, provocative, racist or in any manner contrary to ethical behaviour;
- ii. Transmission of data that the User is not entitled to transmit under the law or contract;
- iii. Non-compliance with copyrights and other intellectual property rights;



- iv. Transmission of files containing viruses, Trojan horses, worms, "time bombs" or any other computer code, file or program conceived with the intent of interrupting, damaging, destroying or reducing the functions of a computer program, material or data;
- v. Transmission of unsolicited emails (spam), chains, pyramids or any other illegal system, or any form of inappropriate solicitation, or collection of answers to such practices or solicitations;
- vi. Forging headers or otherwise manipulating identifiers or any other mechanism to disguise the origin of any data transmitted;
- vii. Providing incorrect or misleading information;
- viii. Cyber-based attacks including among others, mail-bombing, information bombardment, provocation (publishing outrageous information for the purpose of generating numerous responses), other core making techniques, deliberate attempts at overloading a system, distribution attacks and all activities conceived with the intent of crashing a computer;
- ix. An attempt or realization of a non-authorized access to data of a third party computer, or interference and harm to the latter, including any attempt at violating authentication or security measures or any attempt at mining, studying or testing the vulnerability of a computer system;
  - x. Surveillance or interception of non-authorized data;
- xi. Potential or real interference with the Navily computers or Services provided to other users, including excessive use of our server resources or other Services;
- xii. Breach of acceptable use rules or similar rules of other Web service providers or connected networks (for instance, sending of unsolicited electronic mail via the Navily Services to subscribers of any provider of Web services that prohibits non-solicited commercial emails);
- xiii. Damage to the commercial reputation of Navily.

Any behaviour contrary to the stipulations of the present Article, detected by a User, must be notified to the following address [contact@navily.com](mailto:contact@navily.com) and may, once verified by Navily result, following notification, in the cancellation of the present Contract. In any event, Navily may block any content that may prove illegal or that may breach the terms and conditions listed hereof.

### ARTICLE 11. Intellectual Property

#### 11.1 Enforcement of Intellectual Property Rights

Navily retains all intellectual property rights that allow the operation of the Website, and in general terms, all the reproduced elements or those used on the site are protected by intellectual property rights.

All reproduction, use or adaptation, in any form possible, of all or part of these elements, without prior agreement in writing from Navily, are strictly prohibited. Should Navily decide not to launch proceedings upon learning of such non-authorized use, does not imply the acceptance of the said use and waiver of proceedings.

#### 11.2 Enforcement of Copyright © — Links (belonging to Navily or to its partners)

This site respects copyrights, ancillary rights, hereafter referred to as Copyright. All Copyright of protected works reproduced and distributed on the site is reserved for the whole world. Except as otherwise permitted, any use of the works other than the reproduction and individual and private consultation is prohibited.

##### 11.2.1 Reproduction on Paper

The reproduction (printing) of the site's pages on paper is only authorized for private and non-commercial purposes.

##### 11.2.2 Reproduction on Electronic Support

The reproduction of the site in its entirety or partially on electronic support is prohibited.

#### 11.3 Links

##### 11.3.1 Creation of Links to <http://www.navily.com>

The Navily site authorizes setting up hyperlinks linking to its content, subject to:

- Not to set up deep linking, i.e. the pages of the site must not be embedded into the pages of other sites, but may be posted in a new window;
- Mention the source that points by a hyperlink directly to the targeted content;
- The information used is solely for personal, associative or professional use only;
- Any use of the information for commercial or advertising purposes is excluded without the express consent of Navily;
- These authorizations do not apply to Internet sites distributing polemical content, pornographic, inciting racial hatred or any other form of discrimination, or capable to a greater degree of offending the great majority of people;
- For other uses, please contact Navily.

##### 11.3.2 Links on <http://www.navily.com> pointing to other sites

This site may contain links pointing to third party sites that are not under the control of Navily. Navily is in no manner responsible for the content of other Websites that the User may access from the site. When the User accesses a site other than Navily, he does so at his own risk and Navily will not be liable with regard to the exactitude or reliability of the information, data, opinions, suggestions or declarations published on the said other site, or the quality of the

products or Services offered. Navily provides these links for practical reasons only, and the existence of these links does not imply in any manner, that Navily is liable with regard to the content or use of these Websites.

#### 11.4 Limitations

All trademarks and other intellectual property rights of the Site's content (including information, texts, images, copyright, drawings and models) and of the Site's structure belong to Navily, or their use was conceded to Navily by their owners. The use of this content and their related intellectual property rights is prohibited without prior explicit consent in writing from Navily. All of these rights are expressly reserved.

The User agrees to respect the intellectual property rights of NAVILY in each Service offered by Navily and to enforce these rights by third parties.

To that end, the user must agree:

- Not to implement reverse engineering processes, decompile or dismantle computer programmes and software solutions, except for that which it is expressly authorized by law in force;
- Not to modify, alter, adapt or make any change of any possible nature to the presentation and content of the computer programmes and software solutions;
- Not to modify, delete or alter in any manner possible or reason, whether the distinctive signs of Navily, such as trademarks, commercial name, logos, etc., displayed on the NavilyApp., its presentation, or not to delete the identification notices and of the Navily Solution;
- Not to delete or alter the names of the contributors as they may appear on the presentations or in the content of the computer programmes and software solutions;
- Not to rent, lease, use the computer programmes and software solutions with the intent of sharing them or making them available to third parties other than The User, in the framework of timesharing or of service bureaux;
- Not to make use or copy the computer programmes and software solutions in any manner that has not been expressly authorized hereof.

The User agrees to inform Navily without delay of any infringement of intellectual property rights of the latter that he may observe.

The User acknowledges and accepts that the access to the Site and to the computer programme(s) and software solution(s) provided by Navily does not concede any kind of sale or licence of the intellectual property rights (trademarks and other intellectual property rights) and other rights for the benefit of the user.

It is hence strictly prohibited to reproduce, distribute, transmit, publish, provide access by means of a link or hyperlink, modify, adapt or correct the Site in any possible manner without the express written consent of Navily. Failure to meet the present clause may be considered as a copyright infringement or a violation of intellectual property rights that may result in penal, civil or administrative penalties.

### ARTICLE 12. Security — Confidentiality

The User agrees to:

- To safekeeping the names of the users, usernames, passwords and security declarations (Navily may amend these data at any time if it deems it necessary for security reasons). Any fraudulent access is the sole responsibility of the User;
- Implement all appropriate measures for minimizing any risk of security breaches with regard to the Services;
- Inform Navily of any security breach as soon as located;
- To comply with Navily's identification controls, and when requested by Navily in that respect, to make use of the passwords when the User wishes to provide instructions.

The User expressly authorizes Navily to access data, copy it, store it, reveal, remove, suspend or delete in cases of exceptional circumstances regarding the data mentioned.

### ARTICLE 13. Legal Disputes and Jurisdiction

The contract is governed by the laws of France.

#### 13.1 Litigations between The Boater and The Marina

In case of a dispute between a marina and a boater, Navily provides The Boater free of charge access to a Litigation Resolution Centre accessible by email at the following address: [help@navily.com](mailto:help@navily.com).

The Litigation Resolution Centre agrees to address The Boater an amicable solution to the dispute within 15 days from the date of the reception of the request for an amicable resolution of the dispute.

#### 13.2 Litigations between The Boater and Navily

##### 13.2.1 Governing Law

The contract is governed by the laws of France.

### **13.2.2 Language**

The present Contract may be available in various languages, but only the French version will be retained in case of disputes.

### **13.2.3 Amicable Resolution and Consumer Ombudsman**

In case of a dispute between Navily and a customer boater that has not been resolved or acknowledged within two months, the latter has recourse without cost, except for eventual legal representation and consulting services, to a customer ombudsman for an amicable resolution of his dispute with Navily.

The ombudsman may be contacted directly online at the following address: [www.mediation-net-consommation.com](http://www.mediation-net-consommation.com) or at the following address:

**MEDIATION-NET Consommation**  
34, rue des Épinettes - 75017 PARIS

The referral to a customer ombudsman must be preceded by an attempt for an amicable resolution of the dispute between The Boater customer and Navily by means of a written request addressed to the customer service of the platform at the following address: [help@navily.com](mailto:help@navily.com).

The customer shall submit his request to the ombudsman within one year of the date of his written declaration to the professional.

The Boater, as a consumer, may access at no cost the online platform for the resolution of disputes of the European Commission here: <http://ec.europa.eu/consumers/odr>.

### **13.2.4 Competent Courts**

The court having jurisdiction in relation to disputes that may arise between Navily and The Boater that is not a customer, shall be the commercial court of the location of Navily's headquarters on the day of the summons.

In case of a dispute between Navily and a customer boater, the latter may bring an action before the court having local jurisdiction under the French Code of Civil Procedure, or the jurisdiction of his residence at the time of the signature of the contract or of the incidence of the dispute.

In the event that a contractual agreement is between Navily and a customer Boater that does not reside in France but in one of the Member States of the Union, an action brought by The Boater against Navily may be heard either by a court of the Member State on the territory where Navily is domiciled, or in a court where The Boater is domiciled.

An action brought against The Boater customer that does not reside in France but in one of the Member States of the Union can only be heard by a court of a Member State where The Boater is domiciled.