



## GENERAL TERMS OF USE

*Entered into force on March 13, 2019*

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## Article 1 - Identification

Kaishen, SAS with a capital of 50,000 euros, whose registered office is 33 rue du Mail, 75002 Paris, registered under No. 831 984 000 in the Paris RCS and whose VAT number is the intra-Community FR 04 831984000, (hereinafter referred to as after "Kaishen") is the owner and publisher of the sites and sub-sites accessible via the URL [www.kaishen.eu](http://www.kaishen.eu) and the URL [www.kaishen.io](http://www.kaishen.io) (hereinafter the "Site").

Contact: [hello@kaishen.io](mailto:hello@kaishen.io)

The Site is hosted at AWS, the data is stored on servers in Europe.

Kaishen is registered with ORIAS (Register of Insurance, Banking and Finance Intermediaries) as CIF (Financial Investment Advisor), COA (Insurance Broker) and COBSP (Broker in Banking Operations and Services). payment) under number 17005795.

Kaishen is a member of the *Association Nationale des Conseillers Financiers (ANACOFI)*.

## Article 2 – Definitions

In these terms, the terms below have the meaning given to them here:

**Terms:** these general terms of use and sale applicable to Users who wish to benefit from Kaishen wealth management services.

**User:** anyone who uses the Site to benefit from the Services.

**Site:** platform allowing Users to access the services offered by Kaishen.

**Services:** refers to the services offered by Kaishen on the Site including asset aggregation and visualization, notifications, simulations, recommendations and wealth management advice. The Services are precisely described on the Site.

**Account:** means the user's own account from which he may use the Site and benefit from the Services.

**Content:** elements inserted by Users on the Site. Each User remains the owner and responsible for the Content that he inserts.

**Partner(s):** designates one or more Kaishen partners, suppliers of market data or wealth management professionals to which the User may be redirected if necessary.

## Article 3 – Object

The Site allows any User to benefit from advice and simulations relating to the management of their assets, based on the information they have provided.

These Terms of Use are intended to define the conditions of registration and use of the Site.

The Terms must be respected by anyone using the Site. They must be accepted before any subscription. Any account creation and any connection to the Site entails full acceptance of these Terms.

No other condition may be imposed on Kaishen unless expressly agreed otherwise.

The Terms applicable to the User are those accepted on the day of subscription of the Service. The fact that Kaishen does not avail itself of any provision of these Terms at any given time cannot be interpreted as a waiver of any subsequent provision of the said Terms.

Kaishen reserves the right to modify these Terms at any time without notice. The new terms and conditions, if any, must be accepted by the User if he wants to be able to continue using his account. In the opposite case, the subscription will be completed but cannot be renewed.

Depending on the subscribed Services offer, the User must fill in certain elements on the site so that Kaishen can meet its regulatory obligations of knowing its customers and determining the profile of the User, including his knowledge and his experience in financial investment, and the goals he pursues.

#### **Article 4 – Services**

The Services offered by the Site are:

- Aggregation and visualization of financial and non-financial assets;
- Notification of news relevant to your wealth;
- Recommendations based on the personal, professional and wealth situation provided by the User;
- Tax and financial simulations to measure the impact of a proposed transaction;
- Concierge services for the personalized assistance and the implementation of the recommendations selected by the User;
- Putting in touch with professionals (chartered accountants, lawyers ...) where applicable.

#### **Article 5 – Access to the Site**

Access to the Site requires the User to have Internet access. All costs necessary for the equipment, the connection to the Internet are the sole responsibility of the User.

The User declares to have read the characteristics and the limits of the Internet described below:

- That data transmissions on the Internet have only a relative technical reliability and that no one can guarantee the proper functioning of the Internet;
- That Kaishen has taken important steps to secure access to the Site according to an obligation of means, but that data circulating on the Internet may be subject to misappropriation, and thus the communication of passwords, confidential codes, and more generally, any sensitive information is made by the User at his own risk and peril;
- That the Internet is an open network and that the information transmitted by this means is not protected against the risk of diversion, fraudulent, malicious or unauthorized intrusion into the User's information system, hacking, tampering or unauthorized extraction of data, modifications, malicious alterations of programs or files or contamination by computer viruses. It is therefore the responsibility of the User to take all appropriate measures to protect his own data and / or software stored on his computer or other terminals

from contamination by viruses as attempts to intrude into his computer system by third parties via the access service.

As a consequence of the foregoing, and in full knowledge of the characteristics of the Internet, the User waives liability for Kaishen regarding one or more of the above-mentioned facts or events, except in the event of breach of the obligation to means of security.

The User acknowledges having been sufficiently informed as to the IT conditions required to access the Site.

## **Article 6 – Registration**

### *6.1. Obligation of information*

The User acknowledges having verified the adequacy of the Site to his needs and having received all the information and advice he needed to register with full knowledge of the facts.

Wealth management, and especially financial investments, are activities that present risks of loss. When the selected Services fall within the scope of financial investment advice, the User undertakes to sincerely and truthfully inform the elements allowing Kaishen to determine its financial profile, in accordance with the regulations, and to provide it with personalized advice. Any lack of required information or presence of false or misleading information may result in recommendations that do not match the profile of the User, and in some cases result in the suspension of the user's account.

### *6.2. Conditions of registration*

In order to create an account, the User must be of age in capacity to contract. He recognizes to register in his name and on his personal account. Each User can only hold one account.

The User certifies that the information he transmits concerning him is accurate. In case of absence of information or erroneous or misleading information, the User may modify them, but he will be solely responsible for the consequences mentioned in 6.1.

To benefit from the Services, the payment must have been previously accepted by Kaishen.

If the User is not domiciled in France for tax purposes, he will not be able to benefit from the offer of wealth management advice.

### *6.3. Registration details*

Registration on the Site is done directly by the User. When the subscription to the services is paid by the employer of the User, the latter is pre-registered and will simply have to validate his registration on the Site to use the Services.

According to the selected Services offer, the User must obligatorily provide, with sincerity, certain elements and transmit to Kaishen certain supporting documents, in order to allow Kaishen, if necessary, to respect its regulatory obligations and to determine the financial profile of the user.

The account can only be used by the Registered User. Access to the account is through identifiers and passwords that are strictly personal and confidential. The User agrees to keep them secret and not to disclose them. The

information transmitted by the User is confidential. The Services subscribed by the User can not be used by a third party or on behalf of a third party.

In case of loss or theft of the username or password the User must notify Kaishen without delay.

#### 6.4. Term

The subscription for the Services is made for a period of one (1) year from the validation of the payment by Kaishen, tacitly renewable. The contract is not renewed if one of the Parties has sent the other its decision not to renew by letter A / R, at the latest one (1) month before the date of tacit renewal.

In accordance with the French Consumer Code, articles L.215-1 and following concerning tacit renewal are here reproduced:

- L.215-1 of the Consumer Code:

*For service contracts entered into for a fixed period with a tacit renewal clause, the professional providing the services shall inform the consumer in writing, by registered letter or by e-mail, no earlier than three months and no later than one month before the end of the period authorizing the rejection of the renewal, the possibility of not renewing the contract it has concluded with a tacit renewal clause. This information, delivered in clear and understandable terms, mentions, in an apparent box, the deadline for non-renewal.*

*Where this information has not been sent to him in accordance with the provisions of the first paragraph, the consumer may terminate the contract free of charge at any time from the date of renewal.*

*Advances made after the last renewal date or, in the case of open-end contracts, after the conversion date of the initial fixed-term contract, are reimbursed within 30 days of the date of termination, less the corresponding sums, up to this one, in the performance of the contract.*

*The provisions of this Article shall be without prejudice to those which legally submit certain contracts to specific rules regarding consumer information.*

- L.215-2 of the Consumer Code

*The provisions of this chapter are not applicable to operators of drinking water and sanitation services.*

- L.215-3 of the Consumer Code

*The provisions of this Chapter are also applicable to contracts concluded between professionals and non-professionals.*

#### 6.5. Termination

Except in cases of non-renewal, the subscription can be terminated only in case of fault of a Party, by sending a letter A / R of formal notice remained ineffective for a period of thirty (30) days.

### **Article 7 – Subscription of a Service**

The Services offered for sale are described and presented precisely on the Site.

Kaishen reserves the right to correct the content of the Site at any time, including updating the Services temporarily unavailable or news.

The User selects the Service or Services he wishes to benefit from and can access at any time the summary of his subscription.

This summary shows the list of the Services that the User has selected. The prices applied are those indicated on the Website on the day of subscription. The User has the possibility of modifying his subscription and correcting any errors before making the acceptance.

After having access to the summary of his subscription, the User confirms his acceptance by checking the validation box of the Terms, then clicking on the validation icon of the subscription. The mention " subscription with obligation of payment " or a similar ambiguous formula appears next to the subscription validation icon to ensure that the User explicitly recognizes his obligation to pay the subscription, where appropriate.

After validation of the subscription, Kaishen sends the Customer a confirmation by email, including the elements of the summary of his subscription and billing details.

The User proceeds to the payment of his subscription in the manner specified below.

## **Article 8 – Price and payment terms**

The prices are mentioned on the Site in the description of the Services. They are expressed in euros (€) and indicated excluding tax and all taxes included.

The total amount to be paid by the User is indicated in the summary of the subscription, before it accepts these Terms, validates its subscription and proceeds to the settlement. This total amount is indicated all taxes included.

The subscription of the Services on the Site is payable in euros. The payment is made on the day of the subscription by the User in one or more times according to the modalities envisaged in the description of the Services. The payment is made by credit card or bank transfer except special conditions of sale accepted expressly by Kaishen.

In case of payment by credit card, the Site uses the STRIPE security system (<https://stripe.com>), a provider specialized in online payment security. This system guarantees the user the total confidentiality of his banking information. The bank card transaction between the User and the secure system is fully encrypted and protected. The bank details of the User are not stored electronically by Kaishen. The User accepts the conditions of STRIPE before proceeding to the payment.

The User guarantees Kaishen that he has the necessary authorizations to use the method of payment chosen, at the time of the subscription.

Kaishen reserves the right to suspend or cancel any subscription, regardless of its nature and level of performance, in case of non-payment or partial payment of any sum that would be owed by the User, in case of failure to pay. incident of payment, or in the event of fraud or attempted fraud relating to the use of the Site and the payment of a subscription.

## Article 9 - Obligations of the User

### 9.1. Use of the Site

The User agrees not to use the Site for purposes other than those specified in these Terms, and not to use it for commercial purposes.

Use of the Site is only possible to study his personal situation. Under no circumstances may the User use the Site for a third party, as the financial investment advisory activity is a regulated activity.

The User undertakes to keep up to date information concerning him, especially in the event of a change of tax situation (departure abroad ...) that may have an impact on the Services.

### 9.2. Respect for Property Rights and Copyright Protection

Unless otherwise stated, the elements accessible on the Site such as market data, texts and more generally all the information made available to the User are the full, entire and exclusive property of Kaishen and, where applicable, his partners. The User is prohibited in particular:

- Copy or reproduce, decompile, in whole or in part the Site by any means and in any form, or reverse engineer;
- To use the Site other than in accordance with the strictly interpreted provisions of these Terms.

The User's Registration confers on him only a personal, non-transferable, non-exclusive private use right and throughout the duration of his subscription.

### 9.3. Intervention on the Site

The User agrees in his written interventions and assessments, to respect the rights of third parties, including the rights of the personality, intellectual property rights or industrial. The User guarantees Kaishen in case of recourse against them for comments inserted by the User.

The User agrees to respect the integrity of the Site and not to transmit verolated documents, viruses, horse Troyes, or other that may affect the operation of the Site.

The User agrees in particular, without this enumeration being considered as limiting, not to use any content and to disseminate any message or information of an offensive, defamatory, racist, xenophobic, revisionist or offensive character or the reputation of others, inciting discrimination or hatred against a person or group of persons because of their origin or belonging to or belonging to an ethnic group, a nation or a race or a particular religion, advertising, threatening a person or a group of persons, pornographic or pedophile, inciting to commit a crime, a crime or an act of terrorism or other, infringing the rights of others and the safety of others. people and property. The User agrees not to advertise in his messages or to insert links to other sites.

When the User is aware that such comments appear on the Site, he undertakes to inform Kaishen at the email address [hello@kaishen.io](mailto:hello@kaishen.io)

In accordance with Article 6-I, 2 and 3 of Law No. 2004-575 of 21 June 2004 on confidence in the digital economy, Kaishen cannot be held liable for the content made available on the Site by Users, particularly with regard to the description of the services, unless it did not make them promptly inaccessible after being informed of their illegality under the conditions provided by this law.

As soon as Kaishen is informed that non-compliant remarks appear on the Site, Kaishen will delete them without delay and without notice.

## **Article 10 – Liability of the User**

If the User has made investments after having been advised by Kaishen, the User remains solely responsible for the consequences of his investments and in particular the possible losses that follow these investments.

The User is invited to inquire and ask any question before a possible investment, especially if he does not understand the support of the investment.

In case of contact with professionals (lawyers, accountants) Kaishen is in no way responsible for the advice provided by these third parties. The User remains completely free to choose another professional than the one whose identity was transmitted to him by Kaishen.

Failure by the User to respect the points referred to herein, and any content disseminated that could lead to civil, professional and / or criminal liability, will result in Kaishen's right to close the User's account without notice or compensation. or any compensation.

Kaishen reserves the right to take legal action against the User.

The User agrees to indemnify Kaishen against any conviction that may be imposed against him, including costs incurred in his defense, because of the User's Content or any infringement of the rights of a third party.

The User is solely responsible for the Data transmitted to Kaishen and from which Kaishen's analyzes will be conducted. The User is informed that false, incorrect or missing Data may have a significant impact on the Services offered by Kaishen. The User is solely responsible for the choices he makes as a result of advice received.

## **Article 11 - Liability of Kaishen**

### *11.1. As for the Site*

Kaishen does not guarantee continuous access to the Site. Kaishen will make every effort to ensure that the site operates reliably and continuously but cannot guarantee uninterrupted and error-free operation. The User acknowledges in particular that no one can guarantee the proper functioning of the internet network.

Kaishen undertakes to take all reasonable precautions to ensure that access to the Site is secured according to an obligation of means.

Kaishen does not warrant that the Site will be free from defects or errors, or that they may be corrected.

The User undertakes to inform Kaishen within 24 hours of the discovery of a technical malfunction preventing him from using the Site.

If links to the Site link to other sites, including partner websites, Kaishen can in no way be held liable for the content of these sites. The User warns Kaishen who will remove the link if the contents of these sites are not regulatory.

Kaishen's obligations are obligations of means.

#### *11.2. As to the recommendations made on the Site*

The recommendations are only opinions that the Customer must use with care, especially in case of financial investment. The User will remain solely responsible in case of financial loss.

#### *11.3. As for the simulation tools available on the Site*

Simulation tools are made available to the User on the Site. They are intended to give the User, as an indication and not a contractual one, a measure of the impact of his planned asset transactions on the basis of the legal and fiscal rules in force and according to the information and assumptions provided by the user on the Site on the day of the simulation, unless otherwise stated on a case-by-case basis.

It is up to the User alone to take into account or not the results of the simulations in his decision making and to be accompanied by a professional who will confirm or not these simulations. In no event shall Kaishen's liability be engaged as to the results obtained by its simulators.

#### *11.4. As for the contacts with professionals*

In case of contact with professionals, the Site made available to Users is only an intermediary. Kaishen cannot be held responsible for any event prejudicial to the User in connection with the realization or the absence of realization of the ordered service. It is up to the User to inquire about the quality of the professional before using his services.

#### *11.5. Overview*

Kaishen cannot be held responsible for any indirect and / or unpredictable damage caused to the User or to a third party due to the use of the Site, whatever the cause. Kaishen cannot be held liable for any damage caused by the User directly, a third party or by force majeure. Thus, in particular, the responsibility of Kaishen cannot be engaged in any case if the recommendations are incorrect because based on bad information provided by the User.

When the Service has been subscribed by a professional, if the responsibility of Kaishen were to be engaged, the amount of the damages cannot exceed the amount corresponding to the totality of the invoices paid by this professional to Kaishen.

## **Article 12 – Customer service**

For any request for information, clarification or for any claim, the User must contact, in priority, the Kaishen User Service, in order to allow the latter to try to find a solution to the problem.

Kaishen Customer Service is accessible using the following coordinates:

- Telephone (not surcharged) +33 1 84 80 77 07, from 9h to 18h30 on non-working days
- Email: [hello@kaishen.io](mailto:hello@kaishen.io)
- Mail: 33 rue du Mail - 75002 Paris

## **Article 13 – Right of withdrawal**

### *13.1. Period of exercise of the right of withdrawal*

In accordance with Articles L.221-18 and seq. of the Consumer Code, the User who has opted for a paid service has a period of 14 days from the payment of his subscription to exercise his right of withdrawal from Kaishen, without having to justify reasons or to pay a penalty.

This right of withdrawal is only open to non-professional consumers.

### *13.2. Exercise of the right of withdrawal*

To exercise the right of withdrawal of the subscription, if necessary, the User must notify its decision of withdrawal by means of an unambiguous declaration, without justifying reasons. The User may communicate his decision of withdrawal to Kaishen by any means, including by sending it by mail to the following address: 33 rue du Mail, 75002 Paris or by email at [hello@kaishen.io](mailto:hello@kaishen.io).

The User has on the Site a withdrawal form to complete. The form can be found at the following address: <http://docs.kaishen.io/en/withdrawal-form.pdf>

In case of notification to Kaishen by the User of his decision to retract, regardless of the means used, Kaishen will send him without delay an acknowledgment of receipt of the retraction on a durable medium (including email).

The User is invited, but not required, to indicate the reason for withdrawal, in order to help Kaishen improve its Service(s).

### *13.3. Effect of the right of withdrawal*

In case of withdrawal of the User, the refund of the Service or Services that has or have been the subject of the right of withdrawal is made by Kaishen by the same means of payment as that used for the initial transaction, unless the User expressly agrees with a different means. In any case, this refund will not cause any costs for the User. The reimbursement is made as soon as possible.

### *13.4. Waiver of the right of withdrawal*

By clicking on the activation link of his account, in the validation email of his subscription, before the end of the 14-day withdrawal period, the User terminates his right of withdrawal.

## **Article 14 - Transfer**

The User expressly refrains from assigning, for payment or free of charge, all or part of the rights and obligations he holds as a result of this Contract.

## **Article 15 – Protection of personal data**

### *15.1 Data processing*

In accordance with the provisions of Law n ° 2004-801 of August 6, 2004 modifying the law n ° 78-17 of January 6, 1978 known as "*Loi Informatique et Libertés*", the personal information which is asked to the User are

necessary to the good functioning of the Site and the completion of this contract. They may be forwarded to Kaishen's administrative services, IT service providers or other subcontractors and to litigation assistants in case of litigation.

The purposes of the processing are the proper execution of the Services, the invoicing if necessary and the follow-up of the User relationship. The treatment also includes a prospecting purpose for services equivalent to those subscribed by the User.

The data are kept for the duration of the contract and as long as the User has not deleted his account. The account will be deleted 12 months after the end of the contract if the User has not logged in.

The data are kept for three years from the last contact with the User, for a prospecting purpose.

When a financial investment advisory mission has been completed, Kaishen is legally obliged to keep the data for up to five years from the end of the Contract.

When the amount of the contract is more than 120 euros, Kaishen must legally keep this contract and therefore the identification data of the User up to ten years.

The legal basis of the treatment is contractual, the Terms being validated by the User to use the Services. In addition, certain information requested in the context of a financial investment advisory mission is also collected on a legal basis relating to the regulations applicable to this activity.

Thus, data relating to the user that must be transmitted in all cases are:

- The first and last names,
- Gender,
- Date and place of birth,
- The tax address,
- The national identity card or passport number,
- The mobile phone number,
- The email.

For the subscription of certain offers, additional information may be required:

- Family situation (marital status, child, etc.),
- Professional situation (activity, professional income, etc.),
- Wealth situation (assets and liabilities held, income from the property, etc.),
- Other elements to determine the financial profile of the user: knowledge and experience of financial markets, risk appetite, etc.

Every computer connected to the Internet has an IP address. Whenever a User browses the Site, Kaishen reserves the right to collect the IP address in order to analyze the traffic on the Site and to check the activity of the User on the Site to ensure that this one does not proceed to acts likely to harm the Site. The IP address is removed within forty-eight (48) hours after the connection. The legal basis of this treatment is the legitimate interest of the Provider who must ensure the security of the Site.

The data processing is done by Kaishen. The data are not transferred to a third country and are kept as long as the User is registered. The data is deleted when the user's account is closed. Data is hosted by AWS on servers based in Europe.

The User is informed that he can exercise, in accordance with the provisions of the amended law 78-17 of 6 January 1978 and the General Data Protection Regulation, and within the limits specified by these texts, his rights of access, of limitation, rectification, portability, cancellation by contacting Kaishen by phone or e-mail.

Any possible claim may be brought to the CNIL.

### *15.2 Cookies*

In accordance with the CNIL decision 2013-378 of December 5, 2013, Kaishen informs Users that cookies record certain information stored on their hard drive. This information is used to generate audience statistics for the Site and to offer the User services that are in keeping with his interests. An alert message, in the form of a banner, asks each person visiting the site in advance, if he wants to accept cookies. These cookies do not contain any confidential information concerning the Users of the Site.

## **Article 16 - Generality**

The nullity of one of the clauses of the Terms in application of a law, a regulation or following a decision of a court of competent jurisdiction having the force of *res judicata* will not entail the nullity of other clauses of the Terms that will keep their full effect and reach between the parties.

Nothing contained herein shall be deemed to have been rejected, supplemented or modified by any of the parties without a prior written statement signed by the parties' authorized officers in the form of an addendum to these Terms, expressly deciding to exclude the application of a contractual clause, to supplement or modify it.

The fact that Kaishen does not avail itself at any time of any of the clauses of this Agreement, and / or a breach by the User of any of its contractual obligations cannot be interpreted as a waiver by Kaishen to rely on any of the said clauses or contractual obligations at a later date.

## **Article 17 – Evidence Agreement**

The "click" of the User made under the acceptance of these terms and conditions, but also under the subscription and payment are acceptance of the contract.

The computerized records stored in Kaishen's computer systems will be kept in reasonable security and considered as proof of communications, subscriptions and payments between the parties.

The filing of subscriptions and invoices is done on a reliable and durable support that can be produced as evidence and to which the User has access to his account (and sending by mail).

## **Article 18 - Applicable law**

These Terms are subject to French law.

## Article 19 – Claims Processing and Dispute Resolution

In case of dispute or claim, the customer may submit his claim to:

Kaishen – Claims Dpt.  
33 rue du Mail – 75002 PARIS

+33 1 84 80 77 07

[claims@kaishen.io](mailto:claims@kaishen.io)

Kaishen will have 10 days to acknowledge receipt and then 2 months from receipt of the claim to respond.

The contractors undertake to seek in the first place an amicable settlement. In the event of total or partial rejection of your complaint, you have the possibility of making free use of a mediator.

If the dispute concerns a non-life financial investment (stock market order, management mandate, purchase of fund units, employee savings, etc.), the AMF mediator is competent. Here are its coordinates:

Médiateur de l'AMF  
17, place de la Bourse - 75082 Paris Cedex 02

Reception: +331 53 45 60 00 / Épargne Info Service: +331 53 45 62 00

For more information: <http://www.amf-france.org/Le-mediateur-de-l-AMF>

If the dispute concerns a subject relating to insurance, the mediator of insurance is competent.

La Médiation de l'Assurance  
TSA 50110 - 75441 Paris Cedex 09

For more information: <https://www.mediation-assurance.org/Saisir+le+mediateur>

The User may, in order to resolve your dispute, access the European platform for online dispute resolution provided for by the EU Regulation No. 524/2013 of 21 May 2013 on the online settlement of consumer disputes, in particular cross-border disputes, in following the link <http://ec.europa.eu/consumers/odr/>

In case of failure of this mediation, or if the User does not wish to use it, he remains free to submit his dispute to the competent courts.

The parties undertake to make an attempt at conciliation before any recourse to the judge.