



## SHARVY TERMS AND CONDITIONS

Effective date: 21<sup>st</sup> of April 2022

The **SHARVY SAAS Application**, is owned and operated by **SHARVY**, carrying on its business activities at 225 rue Didier Daurat – 34170 Castelnau-le-Lez (FRANCE). These Terms of Use govern your use of this SHARVY SAAS Application.

### 1. YOUR ACCEPTANCE OF THESE TERMS OF USE

These Terms of Use hereinafter referred to as “**TOU**” constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and **SHARVY**, (“SHARVY”, “we,” “us” or “our”), concerning your access to and use of [www.sharvy.com/en](http://www.sharvy.com/en) and any other media form, media channel, related, linked, or otherwise connected thereto (collectively, the “Site”, “website” or “App”). You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these TOU Use. **IF YOU DO NOT AGREE WITH ALL OF THESE TOU, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

Supplemental TOU or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these TOU at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these TOU and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these TOU to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised TOU by your continued use of the Site after the date such revised Terms are posted.

### 2. YOUR ACCEPTANCE OF OUR PRIVACY POLICY

By agreeing to these TOU, you agree to the terms of our Privacy Policy which is expressly incorporated herein. Before using this Site, please carefully review our Privacy Policy. All information provided to us as a result of your use of this Site will be handled in accordance with our Privacy Policy. To the extent there are inconsistencies between these Terms of Use and our Privacy Policy, these Terms of Use control.

### 3. YOUR CONSENT TO OTHER AGREEMENTS

When you intend to use a special feature of this Site, you may be asked to agree to special terms governing your use of the special feature. In such cases, you may be asked to expressly consent to the special terms, for example, by checking a box or clicking on a button marked “I agree.” This type of agreement is known as a “click-through” agreement. If any of the terms of the click-through agreement are different than the terms of these TOU, the terms of the click-through agreement will supplement or amend these Terms of Use, but only with respect to the matters governed by the “click-through agreement.”



#### 4. ABOUT US

We are a corporation carrying on its business activities at Cap Oméga – Rond Point Benjamin Franklin, 34000 Montpellier (FRANCE). SHARVY is a software as a Service Product of SHARVY, born out of the passion to manage shared spaces in a company. The Application is designed as a digital solution to help companies to manage and optimise the occupancy of their shared spaces (parking lot, workstations, cafeteria). SHARVY is being developed by experienced programmers, system integrators and passionate business people. The goal: Making it easier for employees to reserve spots, favour mobility and support new hybrid working models (teleworking, flex office, etc.). **SHARVY** allows you to watch the occupancy rate of your offices/workplaces and ensure that your workers' health isn't being put at risk.

#### 5. APPLICABILITY

"These general terms and conditions (the "Conditions") apply to:

- (a) The use of any information, pictures, documents and/or other services offered by **SHARVY** via (our "Website");
- (b) The SHARVY SAAS Application accessible via the website and/or application.

#### 6. OUR SERVICE FEATURES

We have designed a software that is enriching for companies who would like to manage their shared spaces. Our SHARVY SAAS Solution offers you the following features;

- **Company car park management.** Give all or some of your employee's access to your car park. Your employees make their reservation requests while the holders release their spaces when they are absent. Our algorithm then automatically distributes the available spaces according to the priority rules defined beforehand.
- **Workstation management.** Implement flex office and desk sharing in your company. Your employees request a workstation on the days they come on site. The algorithm assigns them one according to their team assignment. You organise the attendance schedules and have an overview of the occupancy rate of your site.
- **Cafeteria management.** Organise the flow of people at lunchtime. Your employees choose an available time slot to go to the company cafeteria on the app. This way you avoid queues. You can also anticipate the number of people in the cafeteria and ensure that the capacity is respected.

Our SAAS application is Bug free, Well Organised and cleanly coded. More so, we have designed our service to be seamless and easily accessible.

#### 7. ACCOUNT

Getting started is easy, you can start with a free trial by visiting this link: <https://www.sharvy.com/en/free-trial/> . Also to use and enjoy the services we provide, we require you to register an account with us.

Your Account is for your individual personal use only, and you may not authorise others to use your Account for any purpose. In creating your Account, you certify that all information you provide is



complete and accurate. You agree to update your information when required or requested, and you further agree not to use another person's account without permission. You are responsible for maintaining the confidentiality of, and restricting access to your Account and password, and you agree to accept sole responsibility for all activities that occur under your Account or password. You agree to contact our customer service department immediately of any breach of security or unauthorised use of your Account or any violation of these Terms by others of which you are aware. You agree that we shall have no liability for any losses, damages, liabilities or expenses you may incur due to any unauthorised use of your Account, and you agree to indemnify us and hold us harmless for any such unauthorised use. We reserve the right to create accounts for quality control and administrative purposes. Such accounts may be publicly viewable.

## 8. SOFTWARE UPDATES

We may update the Software from time to time, at our sole discretion. The update may be in the form of adding new features, bug fixing and new versions of the Software. In order to provide you with the most current version of the Software, you agree that new updates and versions of the Software may download and install automatically as they are made available by us, in our sole discretion. You agree to receive and permit us to deliver such new updates and versions to you. If you are using the Free Version not all of these updates may be available to you. If you are using the Paid Version you have the right to receive all new features to and versions of the Software as we, in our sole discretion, make available during your Subscription Period (as defined below). These updates and new features may include additional terms that you will have to agree to.

## 9. USER CONDUCT

- You agree that you will not violate any law, contract, intellectual property or other third party right or commit a tort, and that you are solely responsible for your conduct, while accessing or using the Sites.
- You agree that you will abide by these Terms and will not: Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- You agree that you will not use or attempt to use another user's account without authorisation from such user and SHARVY.
- You agree that you will not use the Sites in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Sites or that could damage, disable, overburden or impair the functioning of the Sites in any manner;
- You agree that you will not do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Content, area or code of the Sites;
- You agree that you will not attempt to circumvent any content-filtering techniques we employ.
- You agree that you will not access any feature or area of the Sites that you are not authorised to access.
- You agree that you will not develop any third-party applications that interact with the Sites without our prior written consent.
- You agree not to use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorised by us to access the Sites, extract data or otherwise interfere with or modify the rendering of Site pages or functionality.
- You agree that you will not bypass or ignore instructions contained in the robots.txt file, that controls all automated access to the Sites or Use the Sites for any illegal or unauthorised purpose, or engage in, encourage or promote any activity that violates these Terms.

## 10. APP USE LICENSE

When you use the Application, then SHARVY grant you a revocable, non-transferable, non-exclusive, limited right to install and use it on your devices that are in accordance with the terms and conditions of this license, used and controlled by you and shall not:

- Decompile, disassemble, reverse-engineer, attempt to know the source code of the App, or decrypt it;
- make any modification, enhancement, adaptation, improvement, translation or derivative work from the App;
- go against any applicable laws, regulations, or rules regarding your use of the App;
- alter, remove, or obscure any of SHARVY 's proprietary notice, and the licensor of the App;
- make the App available over network or other environs that allow access or use by multiple devices or multiple users at the same time;
- use the App to create services, or software that is directly or indirectly competitive with or in any way a substitute for the App;
- use the App to send automated queries or unsolicited commercial emails to any platform; and
- Make use of any proprietary information of SHARVY in the development, design, manufacture, distribution, or licensing of any application, devices, or accessories for use with the App.

## 11. SUBSCRIPTION, TERM AND AUTOMATIC RENEWAL

**Free Use Period;** If you have obtained a license to use the Free Version of the Software, then these Terms and the license granted hereunder are valid as of the date in which you installed the Software and until you uninstall the Software from your device.

**Paid Subscription Period.** To use certain features and services we provide on the SHARVY SAAS Application, we would charge you for use of such features. Therefore, If you have purchased a license to use these advanced features of the Software, then these Terms and the license granted hereunder are valid as of the Activation Date and until the expiration of the **Subscription Period**. For purposes hereof, the term, "Activation Date" means the date in which you make such payments and license is granted to you to use such advanced features of the Software (the license key will be provided to you once your payment is made by email), and the term "Subscription Period" means the period as of the Activation Date through and until the expiration of the then current Subscription (which may be part of a onetime payment, ongoing yearly separate payments or recurring payment). Upon the expiration of the Subscription Period, you will no longer be able to use the Paid Version of the Software.

**Monthly Subscriptions.** All monthly subscriptions will renew automatically each month until you cancel your account.

**Discount Promotions.** If you receive a discount promotion on your Initial Term or first month's subscription, your Services will automatically renew at the then current non-discounted price listed on our pricing page. You acknowledge, agree, and authorise **SHARVY** to automatically charge the applicable fee to your credit card in accordance with our pricing terms indicated at the top right corner on <https://www.sharvy.com/en/pricing/> .

**Exceptions to Automatic Renewal.** If you are in dispute with SHARVY or have previously requested a chargeback that we have successfully challenged, your Services will not automatically renew at the end of your existing service term.

## 12. PAYMENT AND PRICING

**Pricing.** We offer great service plans and a range of additional services to meet everyone's needs. Details of our current service plans, and additional devices, are listed on Our Pricing page - <https://www.sharvy.com/en/pricing/>.

**Payments.** In case you choose to install our Free Version, no fees will apply to your use of such edition. You can purchase a license to receive the Paid Version of the Software by using the third-party payment service providers such as **Mastercard, American Express, Visa and Stripe** offered by us through our Website or making a bank transfer regarding to the quote our sales team has sent you. We provide the following subscription models: **Monthly or annually**. You are responsible for ensuring that your billing information with SHARVY is accurate.

**Currency.** SHARVY offers the ability to pay for Services in Euros. If your local currency is not supported by your account, the price payable for Services will be converted, using the applicable exchange rate, at the time of purchase. In the event of any refund of fees being due to you in accordance with the terms of this Agreement, such refund will be converted using the applicable exchange rate at the time of refund. SHARVY is not liable for any discrepancies or shortfalls in these amounts as a result of a change in the exchange rate.

**Billing Issues and Support.** You must notify us about any billing problems or discrepancies as soon as you become aware of them. We will make every effort to assist you with any billing queries, please contact us by clicking on the "contact us" hyperlink at the bottom of our webpage.

## 13. TERMINATION

**Termination by you.** You may terminate these Terms and the license granted to you hereunder by sending a message to [info@sharvy.com](mailto:info@sharvy.com) or to your account manager.

**Termination by us.** Without prejudice to any other rights we may have, these Terms and the license granted to you hereunder automatically terminate without notice, if you fail to comply with or breach any provision of these Terms. In no event will we be liable for the suspension, removal of or disabling of your access to SHARVY or to any feature available therein. If you are using the Free Version of the Software, we may terminate these Terms at any time with or without prior notice. Without limiting the foregoing, if you using the Paid Version of the Software and fail to pay the applicable Subscription, your license to use the Paid Version of the Software will end automatically. You acknowledge that upon expiration or termination of your license, the license key may automatically de-activate.

**Effects of Termination.** Nothing herein entitles you to a refund of any payment made hereunder.

## 14. EXCLUSION OF LIABILITY FOR EXTERNAL LINKS

The Website may provide links to external Internet sites. **SHARVY** hereby declares explicitly that it has no influence on the layout or content of the linked pages and dissociates itself expressly from all contents of all linked pages of third parties. **SHARVY** shall not be liable for the use or content of Internet sites that link to this site or which are linked from it. Our **privacy** and **cookie** notice do not apply to any collection and processing of your personal data on or through such external sites.

## 15. OWNERSHIP; INTELLECTUAL PROPERTY RIGHTS



All right, title and interest in and to SHARVY SAAS Application, any related features and/or services and any derivatives thereof improvements and modifications thereto, including associated intellectual property rights, evidenced by or embodied in and/or attached/connected/related to the application or any related features and/or services, are and will remain owned solely by us or our licensors. These Terms do not convey to you an interest in or to the Application, but only a limited right of use in accordance with the terms herein. Nothing in these Terms constitutes a waiver of our intellectual property rights under any law. The license granted to you herein is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by us regarding future functionality or features. You acknowledge and agree that the technology manifested in the operation of the Software constitutes our and our suppliers' valuable trade secrets and know-how and to the extent you discover any such trade secrets, you will not disclose them to any third party. Any disclosure or unauthorised use thereof will cause us irreparable harm and loss.

## **16. YOUR REPRESENTATIONS AND WARRANTIES**

You hereby represent and warrant that: (i) you will only use the application as permitted under these Terms; (ii) you agree to comply with all applicable laws, rules and regulations, and industry best practices while using SHARVY SAAS Application; (iii) you will not use the Application for any fraudulent or inappropriate purpose; (iv) you shall not prevent others from using the Application.

## **17. DISCLAIMER OF WARRANTIES**

SHARVY SAAS APPLICATION IS PROVIDED TO YOU "AS IS", WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT AND ANY WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT REPRESENT OR WARRANT THAT: (I) SHARVY SAAS APPLICATION WILL MEET YOUR REQUIREMENTS, WILL BE ERROR FREE OR THAT ANY ERRORS WILL BE CORRECTED; (II) THE OPERATION OF SHARVY SAAS APPLICATION WILL BE UNINTERRUPTED; OR (III) SHARVY SAAS APPLICATION IS OR WILL BE AVAILABLE WHERE YOU RESIDE OR IN ANY OTHER PARTICULAR LOCATION. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH SHARVY SAAS APPLICATION IS TO UNINSTALL AND CEASE USE OF ALL SHARVY PRODUCTS. Further and except as expressly provided herein, we are not obligated to maintain or support the Application, or to provide you with any updates, fix errors or any other features available therein. You acknowledge and agree that you are solely responsible for (and that we have no responsibility to you or to any third party) and assume all the responsibility and risk for your use of SHARVY and your breach of any of your representations and warranties herein contained, and for any loss or damage which we may suffer as a result of any such breach.

## **18. LIMITATION OF LIABILITY**

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, AFFILIATES, SUCCESSORS, ASSIGNS, OR LICENSORS BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY TYPE INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOSS OF BUSINESS PROFITS, LOSS OF DATA OR BUSINESS INFORMATION, LOSS OF ADDITIONAL SOFTWARE OR COMPUTER CONFIGURATIONS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, DAMAGES ARISING IN CONNECTION WITH ANY USE OF SHARVY OR ANY AND ALL OTHER



COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE INSTALLATION, UNINSTALLATION, USE OF OR INABILITY TO USE SHARVY UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT WE WERE OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL OUR TOTAL LIABILITY (INCLUDING OUR OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, AND AFFILIATES) FOR ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS, TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, EXCEED THE AMOUNT PAID IF ANY, BY YOU FOR THE USE OF SHARVY Application.

## **19. INDEMNITY**

You agree to defend, indemnify and hold us, our parent corporation, officers, directors, employees and agents, harmless from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your access to or use of SHARVY SAAS Application; (ii) your violation of these Terms; or (iii) your violation of any third party right, including without limitation, any intellectual property right, or privacy right.

## **20. GOVERNING LAW AND DISPUTES**

This Agreement will be governed by, construed and enforced in accordance with the laws of France and European Union, without regard to its conflicts of law principles or provisions. Any disputes arising out of or in connection with this Agreement shall be exclusively settled under the French Consumer Code and the European law by one arbitrator (the "Arbitrator"). The arbitration shall take place in Montpellier (FRANCE) and shall be conducted in the French Language. The arbitration shall be conducted on a confidential basis. The award passed by the Arbitrator shall be final and binding on both parties. Nothing contained herein shall prevent either party from applying to any court of law in order to obtain injunctions, equitable relief or any equivalent remedy, against the other Party, in order to restrain the breach of any restrictive covenants pursuant to this Agreement. The arbitration award shall be enforceable in any court of competent jurisdiction. Any motion to enforce or vacate an arbitration award under this agreement shall be kept confidential to the maximum extent possible. Accordingly, for any claim that you have with us, you agree, prior to filing any suit or proceeding, to first contact us and attempt to resolve the claim informally by sending us a written notice of your claim ("Notice"). If you and we cannot reach an agreement to resolve the claim within 30 days after the Notice is received, then either party may file a claim in court. Notwithstanding the foregoing, we may seek injunctive relief in any court of competent jurisdiction. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO SHARVY SAAS Application OR THESE TERMS MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## **21. GENERAL**

These Terms constitutes the entire understanding between the parties with respect to the matters referred to herein. The Section headings in these Terms are provided for convenience purpose only and have no legal or contractual significance. If any provision of these Terms is held to be unenforceable by a court of competent jurisdiction, such provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of these Terms shall continue in full force and effect. Our failure to enforce any rights or to take action against you in the event of any breach hereunder shall not be deemed a waiver of such rights or of subsequent actions in the event of future breaches.



These Terms and any right granted herein may not be assigned by you without our prior written consent. The controlling language of these Terms is English. In the event of inconsistency or discrepancy between the English version and any other language version, the English language version shall prevail. Nothing in these Terms will be construed as creating a joint venture, partnership, employment or agency relationship between you and us, and you do not have any authority to create any obligation or make any representation on our behalf.

## **22. CONTACT US**

If you have any questions (or comments) concerning these Terms, you are most welcomed to contact us at [info@sharvy.com](mailto:info@sharvy.com), and we will make an effort to reply within a reasonable time-frame.