



# General terms and conditions of use of the website

## Purpose

The purpose of these General Terms and Conditions of Use (GTCU) is to govern the terms and conditions of provision and use of this Site published by Qover SA and of all the pages of this Site with respect to the User.

Qover reserves the right to unilaterally modify the content of these General Conditions of Use at any time.

The GTCU of the Site are not product terms and conditions. Insofar as the Site offers products that are intended to be marketed, there are general conditions specific to each product offered.

If the User wishes to find out about the conditions of marketing of the products offered, he/she is invited to consult the relevant general conditions.

## Definitions

For the purposes of these general terms and conditions of use, the following terms shall have the following meaning:

- «Site»: any website published by Qover SA.
- «User»: any person accessing and using the functionalities of the Site.
- «Qover»: Qover SA/NV, a company incorporated under Belgian law, registered under the VAT number BE 0650.939.878, whose registered office is located at Rue du Commerce 31, B-1000 Brussels, Belgium. Qover SA/NV is subject to the supervision of the Belgian Financial Services and Markets Authority (FSMA).

## Acceptance

Any User who wishes to use the Site is deemed to have read these general terms and conditions of use. Access by the User to the information available on the Site and services offered (e.g. use of the insurance quote form for informational purpose) by the Site signifies acceptance of these GTCU.

In the event of non-acceptance of the GTUC, the User must renounce access to the services offered on the Site.

## Entry into force – Duration

The present General Terms and Conditions of Use come into force on the date they are put online and will be enforceable on the date of the first use of the Site by the User.

The present terms of use are enforceable throughout the duration of use of the Site and until new general terms of use replace the present ones.

The User may at any time renounce to use the Site but remains responsible for any previous use.

## Access to the Site

Access to the Site is free of charge. It is, in principle, accessible 24 hours a day, 7 days a week.

The Site is hosted by Web Google Cloud <https://cloud.google.com/solutions/web-hosting>.

All costs incurred by the User to access the Site (computer hardware, software, Internet connection, etc.) are at the User's expense.

The online insurance contract subscription services potentially offered via the Site are reserved for adults. The rules of eligibility to subscribe to an insurance contract are defined in the general conditions relating to the insurance product concerned. The data collected in the context of the online subscription is processed in accordance with the Data Processing and Protection Policy available at the following address <https://www.qover.com/terms-policies/data>.

Qover makes every effort to provide quality access and to enable Users to use the Site and the means of communication made available to them in the best possible conditions. However, Qover has no obligation to maintain the website or to support the User in this respect.

Furthermore, Qover cannot undertake to ensure absolute accessibility or availability of the Site. Qover cannot be held liable for any event resulting in a network or server failure or an interruption of Services.

Qover reserves the right, without prior notice or compensation, to temporarily or permanently close the Site, in particular to carry out an update, maintenance operations or other modifications.

## Acceptable use

The User undertakes to make acceptable use of the Site. To this end, the User undertakes not to use the Site, publish content or message Qover in a manner that:

- violates any local, national or international regulation, including, without limitation, the General Data Protection Regulation;
- infringes the rights of others including, but not limited to, intellectual property rights of Qover or any third-party
- constitutes an illegal activity;
- is harmful, defamatory, discriminatory, offensive or inappropriate;
- constitutes an impersonation of any person or entity.

## Personal data

In accordance with the regulations on the protection of personal data, the User is informed that Qover, as the data controller, implements a personal data processing policy.

For more information on how Qover processes User data, the User can consult Qover's data privacy policy at the following address: <https://www.qover.com/terms-policies/data>.

## Cookies and stored data

Qover may collect information when the User visits the Site, either through cookies or through stored data. For more information on how Qover uses stored data and cookies, the User should read Qover's cookie policy, which can be found at: <https://assets.qover.me/documents/policies/Qover-CookiePolicy>

## Responsibility of Qover

ALTHOUGH REASONABLE EFFORTS HAVE BEEN USED TO PROTECT THIS SITE, ALL INFORMATION AND MATERIALS ON THIS SITE ARE PROVIDED «AS IS» AND «AS AVAILABLE», AND SHALL NOT BE BINDING NOR SHALL IT BE CONSTRUED AS CONSTITUTING ANY OBLIGATION, REPRESENTATION OR WARRANTY ON THE PART OF QOVER.

THE INFORMATION ON THIS SITE IS THE LATEST AVAILABLE AT THE DATE OF ITS PRODUCTION AND MAY CHANGE FROM TIME TO TIME.

QOVER EXCLUDES ALL LIABILITY (TO THE EXTENT PERMITTED BY APPLICABLE LAW) FOR ANY COSTS, LOSSES, CLAIMS, DAMAGES, EXPENSES OR PROCEEDINGS OF WHATEVER NATURE INCURRED OR SUFFERED BY YOU ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH YOUR USE OF THIS SITE AND ITS CONTENTS, OR DUE TO ANY UNAVAILABILITY OF PARTS OR ALL OF THE SITE, ANY UPDATE, OR ANY MATERIALS OR ASSOCIATED SERVICES.

In particular, Qover cannot be held liable for any direct or indirect damage that may result:

- from changes, temporary unavailability or permanent closure of all or part of the Site or the services associated with it;
- from a malfunction in the access and use of the Site;
- from access to or use of the Site or the information contained therein, whatever its nature;
- in damage to the computer equipment (and their data) of Users.

The User undertakes not to claim any compensation following the situations mentioned above.

In any event, and despite the provisions of this clause, if Qover were to be held liable in connection with the provision of this Site and its use, its liability would, in all cases, be limited to a total amount of 10,000 euros.

With respect to the insurance products, the general terms and conditions of the insurance products offered by Qover can be found online on the configuration page linked to each product.

## Intellectual property

The content of the Site, the operation of the Site and any material essential to the operation of the Site developed by Qover, or for which Qover holds the rights by licence or by nature, are the exclusive property of Qover and/or the party issuing a licence to Qover.

These General Terms and Conditions of Use do not imply or grant the assignment of any kind of intellectual property rights belonging to Qover or to the licensing third party.

In particular, the User is prohibited from modifying, copying, reproducing, broadcasting, transmitting, commercially exploiting and/or distributing in any way whatsoever the pages of the Site, or elements making up the Site.

Any reproduction and/or representation, in whole or in part, of any of these rights, without the express authorisation of Qover or of the party holding the rights, is prohibited and would constitute an infringement liable to engage the civil and criminal liability of the infringer.

Consequently, the User shall refrain from any action that may directly or indirectly infringe the intellectual property rights of Qover or any other third party holding intellectual property rights in the Site.

## Contacting Qover

For the performance of this Agreement, the User agrees to address all correspondence to the registered office of Qover or by email to [contact@qover.com](mailto:contact@qover.com).

## Jurisdiction

These GTCU are governed by the laws of Belgium. In case of disputes arising in relation to these General Terms and Conditions of Use, the Courts of Brussels will have exclusive jurisdiction.