

Advertising & terms of use

by Crefovi - Saturday, August 25, 2012

<https://crefovi.com/advertising-terms-use/>

1 January 2020

I. Conditions of use

Welcome to the Crefovi SELAS (“**Crefovi**“) website (the “**Website**“). Crefovi operates worldwide as a “société d’exercice libéral par actions simplifiée” with an affiliated branch conducting the practice in the United Kingdom. By accessing or using the Website, you indicate that you have read and understand this Terms of Use Agreement (the “**Agreement**“) and agree to be bound by it. You must accept the terms of the Agreement in order to use the Website. If you do not understand or have questions about the Agreement, immediately stop all use of the Website and contact webmaster@crefovi.com. This Agreement may periodically change without notice, so you should check the Agreement before every attempt to use the Website. When the Agreement is changed, the date of the latest revision will appear at the top of this page.

A. No legal services or solicitor-client relationship

Although the Website may provide information concerning potential legal issues, it is not a substitute for legal advice from qualified counsel. You should not and are not authorized to rely on the Website as a source of legal advice. Your use of the Website does not create any solicitor-client relationship between you and Crefovi.

The Website contains electronic contact information for many Crefovi solicitors. The mere act of contacting a Crefovi solicitor electronically, however, does not create a solicitor-client relationship. If you wish to become a client of Crefovi, you must contact an appropriate Crefovi solicitor, and explicitly negotiate a retention. The Website is not an invitation to form a solicitor-client relationship.

Unless you have a solicitor-client relationship with Crefovi, we are not obliged to keep confidential information you may send us. Under no circumstances, therefore, should you send confidential information to Crefovi unless you have been authorised to do so by a Crefovi solicitor or you have a pre-existing documented solicitor-client relationship with Crefovi.

B. User conduct

You agree that you will not use the Website for any illegal purpose. In addition, you agree that:

1. you will not harvest, collect, or otherwise use contact information made available on the Website for

the purpose of sending unsolicited improper communications, including without limitation, unsolicited bulk email (collectively, “spam”) and that you will not use any Crefovi communications facility to deliver or attempt to deliver spam;

2. you will not attempt to gain unauthorized access to the Website or the servers and network associated with the Website;
3. you will not circumvent or attempt to circumvent any security or access control technology implemented on the Website, or the servers and network associated with the Website, and
4. you will not use the Website in any manner designed to degrade the performance or functioning of the Website, including, without limitation, launching Denial-of-Service (“DoS”) attacks against the Website.

C. Copyright

Crefovi claims a copyright in its works presented at this Website. Crefovi authorises you to view, copy, download and print Crefovi documents on this Website, subject to the following conditions:

- the documents may be used solely for personal, noncommercial and informational purposes;
- the documents may not be modified, and
- the following copyright notice and permission notice must appear in each document: “© Copyright 2012 – 2020 Crefovi SELAS and Affiliates. All rights reserved. Crefovi documents available from this Website are protected by the copyright laws of France, England & Wales and international treaties. All use subject to Terms of Use”.

D. Commercial use of Crefovi Website materials and screen shots

Reproduction, copying or redistribution of materials on the Website for commercial purposes is prohibited without the express written permission of Crefovi. To obtain permission to copy portions of the Site, please send email to webmaster@crefovi.com and provide the following information in the body of the email:

1. the Crefovi content you wish to use;
2. where and how it will be used (for example, a book cover, magazine article, a brochure);
3. where and how copies will be distributed and to what audience;
4. how many copies will be produced and distributed;
5. when you intend to publish;
6. what other non-Crefovi materials will be associated with the Crefovi content, and
7. your name, title, company, address, email address and phone number.

We will evaluate your request and advise you as soon as possible. Crefovi reserves the right to refuse permission to copy, distribute, broadcast or publish any of its copyrighted material, including text and images on our Website.

E. No warranties and limitation of liability

Information provided on the Website is provided “as is” without warranty of any kind, either express or implied, including without limitation, warranties of merchantability, fitness for a particular purpose or non-infringement. Crefovi periodically adds changes, improves or updates the information and documents on the Website without notice. Crefovi assumes no liability or responsibility for any errors or omissions in the content of the Website. Your use of the Website is at your own risk. Under no circumstances and under no legal theory shall Crefovi, its suppliers or any other party involved in creating, producing or delivering the Website’s contents be liable to you or any other person for any indirect, special, incidental or consequential damages of any character arising from your access to, or use of, the Website.

F. Links to third party sites

If you use any links on the Website to websites not maintained by Crefovi, you will leave the Website. The linked sites are not under the control of Crefovi and Crefovi is not responsible for the contents of any linked site or any link contained on a linked site. Crefovi provides these links to you only as a convenience and the inclusion of any link does not imply recommendation, approval or endorsement by Crefovi of the site.

G. Service marks – permitted use of Crefovi service marks

Crefovi service marks identify Crefovi products and services and let the public know the source of those products and services. You may make fair use of our service marks in advertising and promotional materials, and in referencing our products and services (for example, in a magazine article) without our permission, provided you follow standard trademark usage practices and provide proper attribution. Other uses require our written permission. If you are in doubt as to whether you need our permission for a specific type of use, [please ask us](#).

You may not use Crefovi logos or “design” service marks (as opposed to our service marks consisting solely of words) under any circumstances without our prior written authorisation.

In addition, you may not use Crefovi service marks, whether design or word marks, in the following ways:

1. in a non-Crefovi service name or publication title;
2. in, as, or as part of, your own service or trademarks;
3. to identify products or services that are not Crefovi’s;
4. in a manner likely to cause confusion;

5. in a manner that implies inaccurately that we sponsor or endorse, or are otherwise connected with, your own activities, products and services, and

6. as hidden or embedded text in web pages in an effort to cause a search of Crefovi marks to result in a hit on a page not maintained by Crefovi in a manner disparaging of Crefovi.

H. Jurisdiction; choice of law

This Agreement and your use of the Website shall be governed by the laws of France, without regard to its conflict of laws provisions.

I. Anti-money laundering policy

Crefovi is committed to conducting its business in accordance with the highest standards of professionalism, ethics and integrity.

Crefovi has a zero-tolerance approach to tax evasion and the facilitation of tax evasion by anyone who performs services on our behalf and has implemented procedures designed to prevent such conduct.

J. Severability

If any provision of this Agreement is found to be void or unenforceable, such provision shall be severed and all other provisions shall remain in force.

II. Legal notices

Crefovi operates worldwide as a “société d’exercice libéral par actions simplifiée” organised under the laws of France, with an affiliated branch conducting the practice in the United Kingdom. © Copyright 2012 – 2020 Crefovi. All rights reserved.

Crefovi is a European law firm practicing in France and England and Wales; and its lawyers and solicitors are subject to the rules of the jurisdictions in which the firm’s matters are located. In addition, the firm’s lawyers are subject to the rules of the regulatory body with whom they are admitted. All references on this Website to “Crefovi”, “Crefovi SELAS” or “the firm” should be read as referring to Crefovi “société d’exercice libéral par actions simplifiée”.

For legal notices pertaining to the following jurisdictions, please see below.

A. France

Legal notice

Crefovi is the business name of Crefovi SELAS, a “société d’exercice libéral par actions simplifiée” organised under the laws of France and authorised and regulated by the “Ordre des Avocats du barreau de Paris” (Number of Toque D1904). A list of the names of the partners of Crefovi SELAS is open to inspection at its head office, located 59 rue Legendre, 75017 Paris; and such persons are either “avocats”, solicitors, registered foreign lawyers or European lawyers.

Contact information

Crefovi SELAS

59 rue Legendre

75017 Paris

Tel: +33 1 78 76 52 23

Fax: +33 1 78 76 52 24

Email: webmaster@crefovi.com

Service provider

This Website is provided by Crefovi SELAS.

Professional rules

Crefovi SELAS and its founding and managing partner, Annabelle Gauberti, are authorised and regulated by the “Ordre des Avocats du Barreau de Paris” (the “**Ordre**”). The firm’s registration number is D1904.

Information on the regulations of the Ordre can be found online on the Ordre’s site at <http://www.avocatparis.org/index.php> and a link to the “Règlement Intérieur du Barreau de Paris” (the “**Regulations**”) is available from that site. The Regulations and various other legislative instruments referenced in the Regulations govern the conduct of the firm.

The partners in the Paris office of Crefovi SELAS are all admitted as “Avocats à la Cour” and registered with the “Ordre des Avocats du Barreau de Paris”. Other Paris partners will be either Registered Foreign Lawyers or US Attorneys admitted to various US State Bars.

A list of the names of all the partners may be inspected at the principal place of business of 59 rue Legendre, 75017, Paris, France.

Professional liability insurance

Crefovi SELAS is required to hold professional indemnity insurance. In compliance with provisions 8 (1)(n) and 8(2) of the EU Regulation 2009 on the Provision of Services, we confirm that our professional indemnity insurer is MMA IARD Assurances Mutuelles and MMA IARD SA, c/o AON Risk Solutions, 31-35 rue de la Fédération 75717 Paris Cedex 15, policy number 127 103 713. The insurance coverage is for claims brought against the insured entity wherever arising and is not therefore subject to territorial restriction.

Complaints

Crefovi SELAS is committed to high quality advice and client care. If you are in any way dissatisfied with our services, or about your bill, or have any suggestions as to how our service to you could be improved, please contact in the first instance the partner with whom you normally deal. If he or she cannot resolve the matter to your satisfaction, please then refer it to the managing partner of our firm, Annabelle Gauberti. Her contact details are available from crefovi.com. We have a procedure in place which details how we handle complaints, which is available on request. In addition, if for any reason we are unable to resolve any problem between us, you may be entitled to ask the “Bâtonnier de l’Ordre des Avocats de Paris” to consider the complaint. The “Bâtonnier” ’s contact details are available through their website at <http://www.avocatparis.org>.

If you are dissatisfied in any way with the way in which Crefovi has dealt with your complaint and if you are a client having the status of a consumer, then you can refer your complaint to the “Médiateur national de la consommation de la profession d’avocat”, whose contact details are set out on the following website: <https://mediateur-consommation-avocat.fr> and are the following:

Jérôme Hercé, médiateur de la consommation de la profession d’avocat

Postal address: 22 rue de Londres, 75009 Paris, France

Email address: mediateur@mediateur-consommation-avocat.fr

Pursuant to the EU regulation 524/2013 on online dispute resolution for consumer disputes, Crefovi SELAS also sets out an accessible electronic link to the Online Dispute Resolution (“ODR”) platform: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>

Tax identification number

The value added tax identification number is FR 85 753 096 643.

B. United Kingdom

Legal notice

Crefovi is the business name of Crefovi SELAS, a “société d’exercice libéral par actions simplifiée” organised under the laws of France and authorised and regulated by the “Ordre des Avocats du barreau de Paris” (Number of Toque D1904). Crefovi is registered as an Overseas company with Companies House,

in the United Kingdom (Company number: FC035253).

Crefovi is also the branch in the United Kingdom of Crefovi SELAS (UK establishment number: BR020334).

Annabelle Gauberti, the founding and managing partner of Crefovi, is authorised and regulated by the Solicitors Regulation Authority under n. 446075.

A list of the names of the partners of Crefovi is open to inspection at its UK branch, located 19 Swallow House, Barrow Hill Estate, London, NW8 7BD, United Kingdom and such persons are either “avocats”, solicitors, registered foreign lawyers or European lawyers.

Contact information

Crefovi

19 Swallow House

Barrow Hill Estate

London

NW8 7BD

Tel: +44 20 3318 9603

Fax: +44 20 3318 9604

Email: webmaster@crefovi.com

Service provider

This Website is provided by Crefovi.

Professional rules

Crefovi SELAS is authorised and regulated by the “Ordre des Avocats du Barreau de Paris” (the “**Ordre**”). The firm’s registration number is D1904.

Information on the regulations of the Ordre can be found online on the Ordre’s site at <http://www.avocatparis.org/index.php> and a link to the “Règlement Intérieur du Barreau de Paris” (the “**Regulations**”) is available from that site. The Regulations and various other legislative instruments referenced in the Regulations govern the conduct of the firm.

The partners in the London office of Crefovi are all admitted as Solicitors of the supreme court of

England & Wales and registered with, and regulated by, the Solicitors Regulation Authority. Annabelle Gauberti, the founding and managing partner of Crefovi, is a solicitor of England & Wales authorised and regulated by the Solicitors Regulation Authority under n. 446075. Other London partners will be either Registered Foreign Lawyers or US Attorneys admitted to various US State Bars.

Professional liability insurance

Crefovi SELAS is required to hold professional indemnity insurance. In compliance with provisions 8 (1)(n) and 8(2) of EU Regulation 2009 on the Provision of Services, we confirm that our professional indemnity insurer is MMA IARD Assurances Mutuelles et MMA IARD SA, c/o AON Risk Solutions, 31-35 rue de la Fédération 75717 Paris Cedex 15, policy number 127 103 713. The insurance coverage is for claims brought against the insured entity wherever arising and is not therefore subject to territorial restriction.

Complaints

Crefovi SELAS is committed to high quality advice and client care. If you are in any way dissatisfied with our services, or about your bill, or have any suggestions as to how our service to you could be improved, please contact in the first instance the partner with whom you normally deal. If he or she cannot resolve the matter to your satisfaction, please then refer it to the managing partner of our firm, Annabelle Gauberti. Her contact details are available from crefovi.com. We have a procedure in place which details how we handle complaints, which is available on request. In addition, if for any reason we are unable to resolve any problem between us, you may be entitled to ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman's contact details are available through their website at <http://www.legalombudsman.org.uk/>. For ease of reference their email address is enquiries@legalombudsman.org.uk and their phone number is +44 30 0555 0333. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a written response from us about your complaint.

Pursuant to the EU regulation 524/2013 on online dispute resolution for consumer disputes, Crefovi SELAS also sets out an accessible electronic link to the Online Dispute Resolution (“ODR”) platform: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>

Tax identification number

The value added tax identification number is FR 85 753 096 643.