

TERMS AND CONDITIONS OF USE OF THE SAMBOAT SERVICE AND WEBSITE

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Legal information

The samboat.fr website is published by the company LACANI.

LACANI is a Société par actions simplifiées (simplified joint stock company) with capital of €2,030,000. Its registered office is at 223 Avenue Émile Counord, 33300 Bordeaux. It is registered with the BORDEAUX Trade and Companies Register under number 799 758 412 and with ORIAS under number 16001576 as insurance agent. The Website has been declared to the CNIL under number 1744290. LACANI's intra-community VAT number is FR 36 799 758 412.

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The terms used in these General Terms and Conditions of Use have the following meanings:

"Rental advertisement": an advertisement placed online on the platform to present an offer to rent a Boat(s) under the conditions set by the Owners.

"Opinion": comments and/or assessments made by a User concerning a Boat and/or another User. It is published at the end of a contractual relationship between Users.

"Boat": a registered pleasure boat.

"GTCU": these general terms and conditions of use for the service and the <https://www.samboat.fr> platform

"Skipper": person authorised to use the hired Boat and to take any person on board the Boat under his/her responsibility and under the joint responsibility of the Hirer. He/she guarantees the safety of the yachtsmen during navigation.

"Rental Contract": a contract for consideration by which an Owner makes his Boat available for a specific time and Price and which sets out the terms agreed between the parties.

"Guarantee Deposit": financial guarantee taken from the bank account of the Tenant who has agreed to this (commonly known as the "Security Deposit") in the event of a claim. It is intended to compensate the Owner in the event of damage to the Boat or loss of equipment. It also covers the amount of the excess and penalties.

"Force Majeure Event": unforeseeable, irresistible (insurmountable) event beyond the control of the persons concerned, such as, but not limited to, government decision, law (obligation of maritime assistance), war (whether a state of war is formally declared or not or whether it is a civil war), threat personal safety (such as bombing, suicide attack, boarding, acts of piracy), explosion, uprising, insurrection or coup d'état, sabotage, fire, monsoon, natural disaster, epidemic, quarantine, confinement.

Partner fleet": Owners of professional boats offered by SamBoat on a "partner fleet" basis.

"Broker". The rental conditions applicable are those of the fleet in this case. SamBoat only acts as a broker for these bookings.

"Tenant Protection Fee" means the fee payable by the Tenant guaranteeing secure payment and dedicated customer service and support.

"Service Fee" means the fee charged by SamBoat for the provision of this matchmaking service.

"Renter": any User who may rent a Boat.

"Offer": an offer made by the Owner of a Boat to allow it to be hired.

"Price": the total amount a rental including the remuneration, the Site Service Fee, the services and options chosen by the Renter, VAT, the options chosen by Users, the Renter Protection Fee and any penalties or other charges due under these conditions. The Price is calculated on a daily basis according to the seasonal rate.

"Profile": data voluntarily supplied by a User when registering on the Site or using the Site.

"Owner": includes Owners of Boat(s) wishing to offer them for charter on the Website. The Owners concerned are those whose occasional Boat(s) rental activity is carried out on a private basis, or those whose Boat(s) rental activity is carried out on a professional basis and constitutes a main source of income.

"Remuneration": sum money paid by the Hirer to the Owner of a Boat in return for hiring it.

"Reservation": action taken a Renter to reserve an offer to hire a Boat. It is made pending Owner's agreement.

"Site": the SamBoat platform, i.e. the electronic medium communication and exchange between users of the service, or between users and the company. It is administered by the company and can be accessed via the Internet at the following address: <https://www.samboat.fr> or via the application.

"SamBoat": LACANI SAS, publisher of the <https://www.samboat.fr> platform and SamBoat mobile application.

"User": includes both Owners and Renters, as well as any person who regularly registers on the Platform as a member or simply as a visitor to the Site.

CHAPTER I - Rules for accessing the Site and registering as a member.

Article 1 - Acceptance by Users of the Terms and Conditions of the SamBoat Site and Service

Users declare that they have read the GCU in their entirety and accept, without reservation or exception, all the stipulations making up these General Conditions of Use of the service and the SamBoat Site. They apply without restriction to all the services offered by SamBoat LACANI SAS via the Community Site <https://www.samboat.fr>.

Access to and use of the Site subject to acceptance of and compliance with the GCU.

Any refusal to accept all or part of these GCU automatically entails the absence of any right use the Site and prohibits any Reservation.

The Site puts Boat Owners and Renters in contact with each other for the purpose of renting Boats.

The purpose of these GCU is to define the conditions use of the Site and the SamBoat service, and also to organise the relationship between the Site and its Users.

The GCU may be adapted to the needs of the service or of Users. Any modification of the GCU will be binding on all Users of the Site from the time they are posted online.

Article 2 - Registration and use of the service

2.1 - How to register

Registration on the Site must be made directly on the <https://www.samboat.fr> website.

The use of the services offered by SamBoat on the Site is subject to the creation a personal account. The form posted on the Site must be completed in order open an account and become a member of the SamBoat community.

In order to guarantee the confidentiality of the data recorded on their account, Users are invited to choose a password when creating their account. Once the account has been created, Users are prohibited from communicating their password to a third party in any way whatsoever. The account is strictly personal and confidential.

Failing this, SamBoat cannot be held responsible unauthorised access to the account of one of its Users.

SamBoat reserves the right to accept or reject any application that contravenes these GCU, or if it proves to be inappropriate in the interests of the community of Users. Any rejection of an application will be notified by e-mail.

All Users have the right to terminate their membership of the SamBoat service by requesting to be removed from the list at contact@samboat.fr.

All Users undertake to inform SamBoat if they think that their account may have been hacked or that their login details may have used by a third party by sending a message to [.contact@samboat.fr](mailto:contact@samboat.fr)

2.2 - Information provided by Users when registering

Users undertake to provide accurate and truthful information registering or participating in the Site's services. They undertake to update the data provided on a regular basis.

Each User is solely responsible for the information provided. As it is not SamBoat's role to check the sincerity of information entered or put online by Users of the Site, Users waive the right to hold SamBoat or SamBoat liable in any way whatsoever for any erroneous or falsified information provided other Users.

Unless prior written authorisation has been obtained from SamBoat, members may be subject to suspension or deletion of their account and access to all associated services if they create or use several accounts, whether under their own identity or that of a third party.

2.3 - Opinions published by Users

At the end of the rental of a Boat, the Owner and Renter will be invited to a mutual evaluation, which will be published on the Website. They have a period of 90 (ninety) days after the end of the rental period to post their Opinion on the Website.

Users authorise the Site to publish Opinions they have received concerning them, on their Profile.

The User who has completed a Review undertakes not to publish any information or element likely to harm honour or reputation of the User being reviewed and undertakes to comply with the conditions of this Chapter, in particular Article 4. The User alone is responsible for the content of the Opinions published. The User undertakes and accepts to bear the consequences thereof alone.

Opinions may be deleted by the Site Administrators at the legitimate request a User justifying the abusive nature of a comment.

2.4 - Messages between users

Messages exchanged between Users are also their own responsibility. They must comply with elementary requirements of courtesy and good conduct. They may be deleted by the Site Administrators at the legitimate request a User justifying the abusive nature of a message. Or in the event of a breach of our General Terms and Conditions of Use, in particular in the event of bypassing, i.e. when users exchange their details in order to conclude a live rental, outside the SamBoat platform.

2.5 - Administration of the Site, Notices or exchanges between Users

In the event of a breach of the obligations set out above, and more generally in the event of a breach of these GCU, the Site reserves the right accept or remove the Offers proposed from the Site, to delete the content and Opinions without delay, or to withdraw a User's membership by deleting their Profile.

The excluded User will be informed of this sending an e-mail to e-mail address given registering on the Site.

In the event of a complaint being made by a User following a rental, the deposit Opinions by the Owner and the Renter may be blocked in order to avoid any blackmail situation.

Members are also obliged to inform SamBoat without delay of any changes which might affect their compliance with the GTC or their continued participation in the SamBoat community.

The Site is authorised to use and/or exploit the said content and the said Notices in a commercial context, in particular with the Site's partners.

Article 3 - Technical conditions for accessing the Site

Occasional Users who are not registered on the Site cannot access the services reserved for Users who are regularly registered as members.

SamBoat undertakes to use all available means to ensure continuous, high-quality access to its services. SamBoat's obligation in this respect is one of means. Any event resulting in a malfunction of the

SamBoat cannot be held liable for any damage caused to the network or server. Access to the Site's services may be interrupted, suspended or modified at any time prior notice or compensation.

SamBoat also reserves the right, without prior notice or compensation, temporarily interrupt access to the Site or to the services, in particular, but not exclusively, for reasons of updating or maintenance.

SamBoat legally reserves the right to add to or modify the Site and the services offered at any time.

SamBoat may not be held liable for any inconvenience or damage that may result from the temporary unavailability of services, or from the permanent closure of all or part of the Site or the services associated with it.

To obtain information in the event of restrictions on use of the Site, the User may contact SamBoat's customer service department at the following e-mail address: contact@samboaf.fr

Article 4 - Notification of unlawful content

SamBoat cannot be aware of the content of all the Rental Advertisements and of all the Reviews.

However, in application of the law, SamBoat undertakes to remove as quickly as possible any content that contravenes these GCU or that is protected by , as well as any illicit, abusive or defamatory content, as soon as the content has been reported by e-mail to SamBoat at the address [.contact@samboaf.fr](mailto:contact@samboaf.fr)

The following in particular are considered unlawful: any content that glorifies, denies or trivialises crimes against humanity, incitement to commit acts of terrorism and the glorification thereof, incitement to racial hatred, hatred against persons on the grounds of their sex, sexual orientation, gender identity or disability, child pornography, incitement to violence, particular incitement to sexual and gender-based violence, and offences against human dignity.

Article 5 - Exclusion of members

SamBoat undertakes to take all reasonable care in the use of the Site, but cannot be bound by any general obligation of supervision.

However, SamBoat is entitled to exclude at any time and without notice any User who contravenes these GTUs or the proper administration of the User community.

In addition to the obligations set out above, Owners are strictly forbidden to divulge their personal details to Users of the service, on pain of exclusion from the community of Users and compensation for the full amount of the commission stipulated on the initial request.

Article 6 - Personal data - cookies

The Site ensures that the User's personal information is collected and processed in compliance with the French Data Act no. 78-17 of 6 January 1978. The Site is registered in France with the CNIL under number 1744290.

Personal data is used in accordance with the law.

When browsing our Site, Users are invited to provide SamBoat with personal data. Users declare that they are aware of and agree SamBoat's use of personal data under the conditions set out below:

The processing of personal data has been declared to the CNIL. The person responsible for processing personal data is SamBoat LACANI SAS.

The personal data collected on the Site is used to process the Site's services and relations between Users, or between Users and SamBoat. SamBoat is also likely to use the data of

SamBoat may use Users' data for commercial or advertising purposes within the limits authorised by law. SamBoat may also use User data to meet its legal and/or regulatory obligations.

The recipients of the personal data collected on the Website are SamBoat's providers of means of payment or payment security, SamBoat's service providers and its commercial partners. Where required by law, the User's consent is obtained or an opportunity to refuse is provided before any data is transmitted.

Users have the right to access, rectify, modify and delete data concerning them in accordance with the French Data Protection Act of 6 January 1978. Such rights may be exercised by contacting the Site by e-mail at the following address: contact@sambo.fr or by contacting the Users' Department directly by post at the following address: SAMBOAT - 223 Avenue Émile Counord 33300 Bordeaux.

The Site operates using "cookies". The sole purpose of these cookies is to make User's browsing on and within the smoother, better and easier. The said cookies make it possible to personalise all the services offered by the Site. Cookies consist of modules and files stored on the User's computer terminal. The User has the option of deactivating these cookies on the Internet browser software used. However, in order to improve, facilitate and maximise browsing on the Site as well as the Site's ergonomics, it is recommended that the User configure the computer and Internet browsing software to authorise the use of these cookies.

If the User no longer wishes to receive commercial canvassing by e-mail, they may indicate this at any time one of the following means:

- By clicking on the unsubscribe link in every email you receive,
- In the customer area, open the "my account > notifications" tab and uncheck the corresponding box.

Article 7 - Withdrawal period

Users expressly waive their right to invoke any right of withdrawal when using the service and declare that they have been informed that this service is not subject to the right of withdrawal provided for article L221-18 of the French Consumer Code, as this contact service is part of vehicle or boat rental business.

The right of withdrawal may not be exercised for services whose performance has already begun, with the express agreement and waiver exercise this right.

Article 8 - Canvassing

In France, if the Cardholder has consented to this by providing their mobile phone number when confirming their status as Owner or Tenant, they have the option, in accordance with the Law, of registering on the anti-solicitation list.

For any User of the SamBoat service, this registration will not prevent SamBoat from using the telephone details in order make any contact necessary for the performance of the SamBoat service, or in order to guarantee the proper performance of the obligations of SamBoat or the Users.

CHAPTER II - Rights and obligations of SamBoat, Owners and Renters. Article 9 -

SamBoat's obligations and missions

SamBoat's obligations are limited to those of a technical intermediary putting Owners in contact with Boat Renters.

SamBoat undertakes to enable its members to benefit from the services available on the <https://www.samboat.fr> website, in particular by providing them with a tool enabling them to publish, distribute and modify their rental Advertisements.

Under no circumstances and at no time does SamBoat own the boats offered for hire on the Site. Nor does SamBoat provide a skipper.

The services provided by SamBoat as part of the operation of the Website do not in any way Boat rental services. They may be defined restrictively as follows:

- Managing User registrations on the Site;
- Putting members in touch with each other ;
- Boosting boat exchanges and charters between members;
- Track payments between members.

SamBoat, in application of tax regulations, has an obligation to communicate income generated by Users of digital platforms. Users fully accept this transfer of information to the tax authorities and more generally any transfer of information concerning them carried out in application of a legal or regulatory obligation, in all countries where SamBoat operates or pays Remuneration.

Article 10 - Rights and obligations of private and professional Owners

10.1 - Access to services

The following conditions be met in order offer a boat for charter:

- Be a member of the SamBoat community;
- Be owner of a boat and have the documents establishing a legal right of ownership;
- The Owner must be able to provide the Hirer with the said authorisations and certificates in writing and signed.
- Guarantee the authenticity and sincerity of the documents and information entered;
- Documents proving insurance cover for the rental of the boat for the year;
- To offer a boat in perfect working order and regularly maintained;
- Equip the boat offered for charter with safety equipment in line with its sailing category;
- Comply with the laws and regulations in force, in particular for skippered charters. Some information concerning France is available for information purposes [on blog.SamBoat.fr/2014/07/18/leasing-contracts/](http://blog.SamBoat.fr/2014/07/18/leasing-contracts/)

The following watercraft are prohibited from being hired on the Site:

- Windsurfing ;
- Kayaking, canoeing.

10.2 - Duties of the Owner

Owners undertake to publish rental Advertisements that comply with the actual conditions governing the rental of their Boat. Each Owner is solely responsible for the authenticity of the rental Advertisements published on the Website.

As the Site's services are limited solely to putting Users in contact with each other, SamBoat may not under these conditions be held liable for any inaccurate, erroneous or falsified rental advertisement.

Neither the Site nor SamBoat may be held responsible for the content of the rental Advertisements published, for any infringement by a User of any right held by a third party or another User.

In his advertisement, the Owner must specify the rental conditions for his Boat, indicating :

- The usual availability of the boat ;
- Rental rates per season ;

- The location of the Boat and any other information required to detail and enhance the value of the rental.

The Owner undertakes to ensure that the Price displayed on the Rental Advertisement is at most equal to the Public Price displayed on all other platforms or publications. The Owner must update this information if it changes the terms of the Rental Offer.

The Owner undertakes to provide the Tenant with :

- A boat that complies with rental advertisement, is in perfect working order, has been serviced and is regularly maintained accordance with winter storage regulations;
- A boat regularly insured for rental business;
- A clean boat with no damage or disorders other than those listed the boat's condition report;
- A boat with safety equipment and fittings that comply with the regulations applicable to its navigation category, up to date with the special inspection register, as well as the necessary consumables.
;
- A rental contract with an inventory of fixtures on arrival and departure;
- Lifejackets for the number of people on .

The Owner undertakes to check that the Tenant meets the conditions set out Article 11.1.

The Owner undertakes to comply with its tax and social security obligations.

In France, to find out more about their tax and social security obligations, Users can use the following links:

- Tax obligations: <https://www.impots.gouv.fr/portail/node/10841>
- Social obligations: <https://www.securite-sociale.fr/Vos-droits-et-demarches-dans-le-cadre-des-activites-economiques-entre-particuliers-Article-87>

10.3 - Special case of the professional owner

The Professional Owner's Fee is set according to the application of the Owner's fee schedule. SamBoat cannot in any way direct, organise or determine the setting of the Owner's Remuneration.

The options specifically offered by the Professional Owner will be paid for by the Hirer on the first day of the rental period if they have been validated by the Hirer beforehand. The Professional Owner's general terms and conditions apply from the time the Hirer pays the Remuneration until the Boat is returned to the Professional Owner.

Outside the Rental period, only the cancellation conditions for Rentals set out in the professional's general terms and conditions will replace those set out in these GCU.

Article 11 - Tenant's rights and obligations

11.1 - Access to services

The conditions for hiring a boat are as follows:

- Be part of the SamBoat community;
- Be at least 18 years old;
- Be the holder of the boating licence required to manoeuvre the boat in the destination requested;
- A valid credit card;
- Not medically unfit to sail.

11.2 - The Tenant's obligations

The Hirer is reminded that he/she is responsible for the Boat in his/her capacity as custodian of the property, from the moment he/she takes possession of the Boat until it is returned in full. The Hirer must use the Boat reasonably, maintain it and take care of it in a responsible . It is specified that only the Hirer who has validated the Reservation of the Boat is authorised to manoeuvre the Boat.

By way of exception, a person other than the Hirer may take on the role of skipper if, apart from being a member of the SamBoat community, he/she meets the conditions set out in Article 11.1. However, he/she will act under the responsibility of the Hirer.

In addition, the Tenant undertakes to the Landlord to :

- To return the Boat clean and without damage other than those listed in the description of the Boat or in the inventory of fixtures drawn up when you take possession of the Boat;
- Respect the times agreed with the Owner for the provision and return of the boat;
- Make sure everyone on board is wearing a lifejacket or life jacket;
- Comply with all laws and regulations applicable to navigation in the navigation zone;
- Return the with the fuel level observed at the start of the rental period.

The Hirer is formally prohibited from subletting the Boat, towing another boat, or transporting passengers for consideration.

Unless otherwise stated in the rental advertisement, pets are not accepted on board.

The Hirer undertakes to carry out the routine checks and cleaning of the Boat during the hire period and in particular to check the oil levels in the engines and the correct operation of the equipment and appliances on board on a daily basis. In all circumstances, the Hirer will remain the guardian of the Boat until it is returned to the Owner and must therefore ensure that it is kept in good .

Unless previously agreed with the Owner, the Hirer must return the Boat to the same place where it was picked up.

The Hirer shall be solely liable to the competent authorities and third parties concerned for any wilful or negligent failure to comply with the regulations in force in his sailing area and for the legal consequences thereof (prosecution, lawsuits, fines, etc.). The Hirer expressly releases the Owner and SamBoat from any liability in this respect.

CHAPTER III - Legal framework for SamBoat's referral services Article

12 - Contractual terms and conditions for rental services

Any member who is regularly registered on the Website as a Renter may make a Reservation for a Boat which is the subject of a Rental Offer on the Website.

However, Users are reminded that the Site is a matchmaking service and that the contractual relations entered into at the time of rental are freely negotiated and finalised by the Users.

The Owner and the Tenant must agree on the terms of the tenancy before entering into a Tenancy Agreement.

The Site provides Users with a predefined model of Boat Rental Contract, as well a dematerialised version via the mobile application. Users are free to use this model, to modify or adapt it, or to use any other regular contractual document of their choice. The dematerialised contract has the same legal value as the printed paper contract.

If any other contractual document is used by Users, the Owner undertakes in this Rental Agreement to :

- Present and describe the hired boat;
- Present the features and equipment shown in the Rental Advert;
- Setting and formalising a specific price;
- Set a precise and unequivocal rental period, including start and end times;
- Mention the fuel level of the hired boat.

Users are obliged to respect the commitments entered into contractually. Users may not finalise a Rental Agreement may bind a non-signatory third party. They are solely responsible for this Rental Contract and may not generate any obligation enforceable against SamBoat or SamBoat, which retains the status of third party to the Rental Contract signed between the Users.

The terms of the contractual relationship are therefore freely defined between Owners and Renters. Owners and Renters thus remain free propose, accept or refuse a rental, without SamBoat being able to intervene in any way whatsoever in their choice, or without its liability being sought in respect of the performance of contractual relations existing between Users alone.

Where an Owner makes an offer on the Booking Price by proposing to pay only part or a deposit of the rental amount via the platform, and the other part on site, he will be liable for the full Service Fee, calculated on the basis of the Renter's initial request. In this case, SamBoat reserves the right to modify the Total Price of the rental and to deduct the initial Service Fee from the Owner's rental income.

CHAPTER IV - Terms and conditions booking and cancelling a charter

Article 13 - Terms and conditions for booking and chartering a boat

13.1 - Selecting and Receiving a Rental Offer :

13.1.1 - General case (excluding brokers)

The Renter selects one or more Boats for rent on the Website. This selection is made according to freely defined criteria: characteristics of the Boat, location, rates, knowledge of the Owner. When making a Booking, the Renter indicates the dates and times corresponding to the start and end of the desired Charter.

The Owner receives the Reservation request, which he can accept or refuse.

The Owner who responds positively to the rental request undertakes to make his Boat available for the period proposed by the Hirer.

13.1.2 - In the presence a broker

Some boat offers are available by quotation only and operate as "Brokers". These advertisements can be recognised by the "request a quote" button on their page.

The Renter receives several offers for Boats belonging to different partner fleets. The Renter can specify whether or not he/she is interested in the offer.

13.2 - Rental Rules :

The Tenant must pay the rental amount by credit card (Mastercard, Visa, Amex) or by bank transfer. Cheques, cash and holiday vouchers are not accepted. The Booking is then validated. The Renter must pay the total amount of the Reservation on the Website, including the Service Fee. The Remuneration due to the Owner is paid by the Site into the Owner's bank account within 24 (twenty-four) hours after the first day of rental.

In the presence of a broker, it is sometimes possible to confirm the booking by paying only a deposit and then respecting the conditions for payment of the balance. The partner fleet is paid directly by SamBoat as soon as booking is confirmed.

13.3 - Confirmation of rental :

The Renter and the Owner receive an e-mail informing them that the rental has been confirmed.

The Owner and Tenant are notified of the practical information relating to the rental: the location, the Price, the rental dates, and the proposed model Rental Contract including the inventory of fixtures.

If there is a broker, the crew list must be completed.

Article 14 - Modification and cancellation a rental (excluding brokers)

14.1 - Conditions for changing the terms a tenancy - general rules.

Any change to a booking requested by a Hirer after the Booking has been paid for is subject to the Owner's agreement, but also to SamBoat's agreement if it involves a change to the amount of the Service Fee.

SamBoat must be informed without delay of any substantial change to a booking, i.e. date, Price, duration, etc.

Any early termination of rental shall not entitle the client to any reimbursement from SamBoat.

As the Hirer and the Owner are aware that SamBoat's mission is limited to a matchmaking service, they waive their right to claim any compensation from SamBoat for cancellation of the rental, including in the cases mentioned Article 14.4.

14.2 - Cancellation by the Tenant (except in the cases mentioned Article 14.4)

In the event of cancellation by the Renter of their Reservation other than in the cases mentioned Article 14.4, Owners have the option of choosing the cancellation conditions they wish to apply registering their advert:

SOUPLE: In the event of cancellation, the Tenant will be reimbursed the cost of the rental until the day before departure. **If the cancellation occurs on the day of departure, the Tenant will remain liable for the full cost of the rental.**

ZEN: If the cancellation is made **5 (five) days** or more before the rental date, **the Tenant will be refunded 70% (seventy per cent) of the rental price.**

If the cancellation is made **less than 5 (five) days** before the rental date, **100% (one hundred per cent) of the rental charge will be payable.**

MODERATE: If the cancellation is made **more than 2 (two) weeks** before the rental period, **the Owner will be liable for 50% (fifty per cent) of the cost of the rental,**

If the cancellation is made **less than 2 (two) weeks** before the start of the rental period, **100% (one hundred per cent) of the rental charge will be payable.**

STRICT: **In the event of cancellation, regardless of the notice period, the Tenant will be liable for the full cost of the rental.**

PERSONALISED: Accessible only to professional Owners. Subject to the Owner's own terms and conditions.

Non-professional Owners may freely opt for one of the cancellation conditions listed above.

Professional Landlords, on the other hand, must ensure, in accordance with the law, that the cancellation conditions applied to Tenants are clear and not abusive.

It is agreed between Users that the so-called ZEN conditions apply by default in the absence of any other choice by the Owner. Cancellation conditions are freely chosen by Owners.

Cancellations shall not affect the payment of Service Charges due to SamBoat.

The Renter will have the option of taking out Holiday Cancellation insurance offered on the Site. This is an insurance contract enabling a Renter or traveller to obtain total or partial reimbursement of sums paid in the event of cancellation of a booking for reasons covered by the contract (e.g. illness, accident, professional impediment, force majeure). Governed by the Insurance Code, it sets out the conditions compensation and the exclusions that apply. Compensation is paid subject to the provision of supporting documents in accordance with the clauses of the insurance contract. A handling fee is applicable, details of which are given on the Site. The amount of the handling fee is determined by the insurer, not by SamBoat. This information appears on page 2 of the notice available on their booking page, and not directly on our site. "

Holiday Cancellation Insurance enables the Renter to obtain partial or total reimbursement of costs incurred in the event of cancellation for a reason covered by the insurance contract. It supplements the cancellation applied by the owners and those set out in these GCU.

a. Subscription conditions

- Cancellation insurance must be taken out at the time of payment.
- It can taken out up to 3 days after payment, but only if the start of the rental is more than 10 days away.
- Once subscribed, it cannot be cancelled or refunded.
- It only covers costs not reimbursed by SamBoat and the Owner.

b. Declaration and refund procedure

- All requests must be made within 5 days of cancellation, via the Gritchen insurers dedicated portal (www.declare.fr).
- The tenant must provide the proof requested by the insurer.

14.3 - Cancellation by the Owner (except in the cases mentioned Article 14.4)

Cancellations by Owners, except in the cases mentioned in Article 14.4, are prohibited.

In the event cancellation by the Owner without a regular reason, a penalty of 50% (fifty) of the rental amount with a minimum of 200.00€ (two hundred) Euros will be due to SamBoat as a penalty. This penalty may be deducted from future rental income.

In event of cancellation of a Rental by the Owner, if the private individual or professional Owner redirects the to a company or person in order to proceed with the Rental initially envisaged, he/she will be liable for the aforementioned penalties. the event of a cancellation under these conditions, if the private or professional Owner organises an alternative solution for the Renter outside the SamBoat Website, the Owner will be liable for the Service Fee.

14.4 - Exceptional cases of cancellation

14.4.1 - Cancellation by the Owner or Tenant

The rental may be cancelled by the Hirer or the Owner in the event of a Force Majeure Event, a hazardous weather warning for the entire duration of the rental, or in the event of major natural disasters that have affected rental conditions. A copy of the special weather report must be sent to SamBoat in order to justify this. However, bad weather or sea conditions do not constitute a case of force majeure, as all sailors must manage their sailing according to the weather forecasts.

However, the Renter may take out a weather cover option enabling the Renter to protect himself against adverse weather conditions likely affect the enjoyment of the rental. The conditions of this option and its restrictions are shown on the Website.

Terms and conditions :

- a. Subscription: The guarantee must be subscribed by the Tenant at the time of booking, during the rental period.
- b. Eligibility: The guarantee applies to rentals of 1 day or less for a total amount of less than €2,500.
- c. Weather cover: Weather cover allows you to receive a full refund (excluding the cost of said cover) of your rental in the event of a Special Weather Statement (SWS) or if the owner agrees cancellation due to inclement weather.
- d. Procedure in the event of unfavourable conditions when booking: If a Special Weather Bulletin is issued by the Harbour Master's Office of the port of departure of the booking for the period concerned, the hirer may request the cancellation of his booking from his personal SamBoat space by clicking on the "Request cancellation" button and attaching the supporting document.
- e. Refund: In the event of a valid cancellation, the total amount of the rental, including service charges, will be refunded to the Renter within 14 days of notification cancellation.
- f. Exclusions: The guarantee does not cover weather conditions not specified above, nor cancellation made more than 24 (TWENTY-FOUR) hours after the start of the rental period.
- g. SamBoat's responsibility: SamBoat undertakes to inform the Hirer of the possibility of subscribing to weather cover and to facilitate the subscription process. However, SamBoat cannot be held responsible for decisions taken by the Hirer concerning the subscription or cancellation of the booking due to weather conditions.

14.4.2 - Cancellation by the Owner

The rental may be cancelled by the Owner if he proves that the Hirer does not have the necessary skills to handle the rented Boat, or if the rented Boat suffers damage making it unseaworthy and which the Owner cannot remedy before the rental. The Owner must inform the Hirer and SamBoat of the occurrence of the damage without delay and provide SamBoat with any useful evidence. SamBoat reserves the right to request any additional information and documents it deems necessary, failing which the penalties referred to Article 14.3 will be applied.

14.4.3 - Cancellation by the Tenant

The Charter may be cancelled by the Hirer if, when he/she takes charge of the Boat, he/she finds that it does not comply with Charter Notice or that it is not seaworthy, either because it an essential safety element or because it does not comply with the Laws and Regulations in force.

SamBoat must be provided with proof of this; for example: photos, videos, official documents of the Boat... (non-exhaustive list). Once SamBoat has checked the supporting documents, the Hirer will be refunded part or all of the sums paid in settlement of the Rental Price, depending on the circumstances and SamBoat's discretion. SamBoat does not have the possibility of intervening on site to verify the veracity of the documents provided.

14.4.4 - SamBoat's interpretation powers

SamBoat assesses at its sole discretion, on the basis of the information at its disposal, the legitimacy of the requests for reimbursement that it receives.

14.5 - Refund conditions in event of cancellation

As soon as the Hirer is legitimately entitled to a refund application of Article 14, the conditions having been validated by SamBoat, the Owner and SamBoat shall refund to the Hirer the sums paid by the Hirer within 20 working days.

In the event of damage attributable to the Hirer, refund is possible.

In the case of a rental with a professional, if he/she chooses "personalised conditions", the professional's general conditions apply except with regard to the reimbursement of SamBoat's commissions and penalties for unjustified cancellations.

Article 15 - Modification and cancellation a rental with a broker

The cancellation conditions of the Partner Fleet apply in the event of cancellation at the Hirer's initiative. The reimbursement of sums paid is subject to the approval of the Partner Fleet and the receipt of funds by SamBoat.

For a booking, known as a "dayboat", the cancellation and details of the reason for the cancellation must be notified to the SamBoat team exclusively via the "Cancellation Request button on the conversation page of the SamBoat Site no later than the evening of the first day of rental. Failing this, SamBoat will not be able to provide any refund. For long term charter bookings,

The parties involved have 48 hours to confirm or contest cancellation request. If no response is received within this time, SamBoat reserves the right to decide the outcome of the request and no subsequent claim will be possible.

CHAPTER V - Rental prices and payment terms - Security deposit - Insurance option for Tenants

Article 16 - Rental price - Remuneration - Service charges / commission

Access, registration and use of the Site are free of charge.

The Boat Rental Price is freely set by the Owner and freely accepted by the Hirer. SamBoat cannot in any way intervene with Users order to organise or determine the fixing of the Remuneration due to the Owner. The Prices displayed on the Website are inclusive of all taxes; they include the Service Fees charged SamBoat to Users for the matchmaking service and the Tenant Protection Fees.

A commission of 20% (twenty per cent) is payable by the Owner to cover the Service Charge. This commission is reduced to 10% (ten per cent) for extras such as stand-up paddle, masks and snorkels, fishing equipment, etc.

Article 17 - Securing payment for rentals

17.1 - Securing rental payments (excluding brokers)

Transaction security is provided by MANGOPAY SA, a public limited company with capital of 2,000,000 euros, whose registered office is at 59 Boulevard Royal, L-2449 Luxembourg and registered in Luxembourg under number B173459, authorised to carry on business in France and approved by the Commission de Surveillance du Secteur Financier, 110 route d'Arlon L-1150 Luxembourg: https://www.mangopay.com/terms/end-user-terms-and-conditions/Mangopay_Terms-EN.pdf

Users declare that they have read the general conditions of use of the MANGOPAY service and accept them without exception or reservation.

Users undertake to make all payments due in respect of rentals on the SamBoat Website exclusively by means a payment card in the name of the Renter.

SamBoat cannot be held responsible for payments made directly between Owners and Renters. The Site only guarantees the security of electronic payments made through our partner MANGOPAY.

As soon as the Owner accepts a Booking, the Renter is directed to a payment screen inviting him/her to enter his/her bank details, bank card number and the validation cryptogram in order to pay for the rental.

Payment can be made in three instalments free of charge for amounts over €500 and if the charter takes place more than 2 months after the date of payment. If the balance is not paid 1 (one) month before the start of the rental period, SamBoat reserves the right to cancel the booking without refunding any deposit already paid.

This option may not be available for certain Advertisements placed online by Professionals.

The Renter expressly authorises SamBoat to deduct from his/her account full Price including the Remuneration due to the Owner, the Service Fee and any penalties or other charges due under these GCU.

17.2 - Securing rental payments with a broker

For reservations on partner fleets, transaction security is ensured by :

- HIPAY, a simplified joint stock company with share capital of 9328707 euros, whose registered office is at 94 Rue de Villiers, 92300 Levallois-Perret, registered with the Nanterre Trade and Companies Register under number 390334225.
- STRIPE (Stripe Payments Europe, Limited), a company incorporated in Ireland, located at The One Building, Lower Grand Canal St, Dublin 2, Ireland, registered under number 513174.

Article 18 - Security deposit and claim or damage to the Boat

18.1 - Security deposit

When the Boat is reserved, the Hirer will be informed of the amount of the security deposit which will be payable in the event damage to the Boat and/or its equipment, or if the Boat is not returned in an acceptable state of cleanliness.

It will be deducted, whatever the cause, from the credit card or any other means given as a guarantee at the time of the Reservation. It will be used to cover any damage caused during the hire period, in particular the cost of repairs, fuel shortages, rental delays, expert's fees, administrative costs and any other sum paid as compensation for the damage suffered. However, under no circumstances does it constitute a limitation of liability, as any damage caused must be repaired.

Where the security deposit is managed by the SamBoat platform, the Renter will be invited to deposit the security deposit on the Website 48 hours (forty-eight hours) before the start of the rental period.

A direct debit authorisation will then be issued on the Tenant's bank card for the amount of the security .

If the Tenant fails to deposit the security deposit, he/she must agree another means of payment with the Landlord. In such a case, SamBoat will no longer act as mediator for the use of the security deposit.

If the Renter subscribes to the rental guarantee insurance offered by the Website and described Article 18.4, the amount of the direct debit authorisation may be reduced.

18.2 - Use of the guarantee deposit

In the event of damage caused by the Hirer or any person on board the Boat and a claim made by the Owner under terms of Article 20.2, SamBoat is authorised to deduct the full amount from the security deposit.

The Owner who has made a claim acknowledges, however, that the blocking of the security deposit is subject to the technical possibility for MANGOPAY to carry out, and therefore waives without exception or reservation the right to seek SamBoat's liability on this point.

In this event, it will be the Owner's responsibility obtain reimbursement for any damage caused during the rental period directly from the Tenant.

If SamBoat has to action the security deposit on behalf of the Owner by means of the MANGOPAY service, or if it has to deduct the amount of the excess, or if it has to intervene in order to resolve a claim, a charge of 5% (five percent) of the amount of the security deposit will be debited from the Tenant with a minimum of 100€ (one hundred) Euros inclusive of tax for SamBoat's management costs.

In the event of collection proceedings (in the event of late payment or insolvency) initiated by SamBoat against the Hirer, a fixed penalty of 40 Euros (forty) will be applied.

The Tenant accepts, without reservation or exception, to be deducted from the security deposit or to pay by any other means, any compensation for damage caused by the Tenant.

For certain damages, a flat-rate charge is levied on behalf of the Owner as follows:

In the event of late return of the boat	Hourly rate increased by 50
Abnormally dirty boat (ext.)	175 Euros
Abnormally dirty boat (int.)	155 Euros
No refuelling	40 Euros + 2.50 Euros / litre
Tears/Bruises/Stains/Bruises/Scratches	Replacement value (with a minimum of 200 Euros)

In the event of damage to the Boat being returned to the Owner, the Hirer undertakes to pay fair compensation for the full restoration of the Boat. The amount of the repairs and/or the amount of the fixed costs will be deducted automatically by SamBoat from the Hirer's security deposit and may be invoiced to the Hirer if this amount is insufficient.

In the event of a claim covered an insurance declaration, the Hirer hereby expressly authorises SamBoat to deduct the amount of the damage from his security deposit, up to the amount of the security deposit.

In the event of inexcusable fault or wilful damage on the part of the Tenant, the Tenant's liability will cover the full amount of the damage and will not be limited to the security deposit.

The Owner who does not use the Rental Contract provided by SamBoat will not be able to use the security deposit management system, unless expressly agreed by SamBoat.

18.3 - Option to guarantee the solvency of the security deposit

SamBoat offers an option guaranteeing payment of the security deposit to the Owner in the event the Tenant's insolvency in the of damage or a claim. This option compensates the Owner in the event of damage or loss even if the Tenant is not solvent.

This option applies to all rentals booked after the Owner has taken up option. This option is subject to an additional commission detailed on the Site. The commission varies according to the amount guaranteed by SamBoat as chosen by the Owner on the Site.

If the pre-authorisation for the security deposit fails, SamBoat will inform the Owner by e-mail. The Owner will be responsible for regularising the situation before the start of the rental period. This may be done by any other means (cheque, cash, terminal). Failing this, if an Owner lets his Boat go without the Renter having regularised the situation, the option of guaranteeing the solvency of the security deposit will have no effect.

In the event that the Owner receives compensation from SamBoat under this "solvency guarantee option, he expressly agrees to subrogate SamBoat's rights in order to enable SamBoat to take action against the Hirer to obtain reimbursement of the sums owed by the latter.

18.4 - Rental deposit insurance option

Rental guarantee insurance is a contractual guarantee enables a Hirer to insure the amount of the guarantee deposit required by the Boat Owner in the event of damage. This insurance supplements the security deposit initially lodged and covers the reimbursement of the security deposit with an excess of 10% (ten percent and a minimum of 200 Euros) of the amount that the Hirer would have had to pay in the event of a claim. It is offered by SamBoat as an option on the Site. It does not apply in the event of inexcusable fault or wilful damage.

a. Subscription Rental Bond Insurance

The hirer has the option of taking out Rental Bond insurance to cover the financial risks associated with any damage that may occur during the cruise. This insurance is available in two options: refundable and non-refundable.

b. Insurance selection

refundable insurance can be taken out at the time of booking, by activating the "I would like to be refunded the amount of insurance" option. The price of the insurance will then be updated according to this selection. This change will result in the fare applicable to the refundable insurance being changed.

c. Cancellation and refund

In the event of cancellation of the booking, the amount of insurance taken out as a refundable option will be refunded in full to the hirer. If the insurance taken out is non-refundable, no refund will be made. In these cases only, the insurance will be reimbursed in the form of a credit to the payment method used for the booking, within 14 days of the validated cancellation.

d. The Tenant's obligations

- In the event of a claim, the hirer undertakes to report the incident to the Gritchen insurer (www.declare.fr) within 5 days of the occurrence of the event. The excess applicable in the event of a claim is 10% of the amount of the damage, with a minimum of 200€ payable by the hirer.

e. Insurance reimbursement

In the event cancellation a booking, the line corresponding to the Rental Deposit Guarantee insurance will be mentioned in the payment receipt or the automatically generated refund receipt, and the corresponding amount will be refunded in full for refundable insurances, under the conditions specified above.

f. Modifications and Display

Any change to the insurance subscription, whether made during or after payment of the rental, will result in a new payment or reimbursement receipt being issued, clearly indicating the amount paid or reimbursed for the insurance, as well as its status (reimbursable or non-reimbursable).

CHAPTER VI - Term of the Article 19 -

Term of the tenancy

19.1 - Taking possession of the boat

The Owner and the Hirer meet on the effective date the rental to hand over the Boat and the keys. The Owner and the Hirer must check the identity of the other member, in particular by checking the originals of the boating licence, the registration card or the deed of ownership of the Boat. The Hirer has until the evening of the first day of the rental period to make any complaints about the rental conditions.

With a broker, the Hirer must arrive at the base at the times and dates agreed. The administrative formalities (payment of options, signature of the contract, crew list, inventory of fixtures, etc.) must have been completed beforehand. The rental conditions of the Partner Fleet apply throughout the rental period until the Boat is returned.

19.2 - Signing of the Charter Contract / Survey of the boat

After signing the Rental Contract, the Owner and the Hirer will draw up and sign a joint inventory of fixtures of the Boat on the summary document provided by SamBoat and printed by party. The Owner and the Hirer will each keep a copy of the inventory of fixtures. This inventory of fixtures must imperatively include :

- The marital status of the Owner and Tenant ;
 - Surname and first name of the protagonists ;
 - Company name and registration number of the companies involved ;
 - Address;
 - Telephone number ;
 - Licence, identity or passport number ;
- Known damage, outside or inside the Boat, with a detailed description;
- The list of items left inside the Boat for the comfort of the Hirer;
- Fuel tank level.

19.3 - Return of the boat

The hire period ends when the is returned, the keys handed over and condition of the Boat checked by both parties, which must be recorded in an end-of-hire report signed by both parties, a copy of which must be kept by each. This report must mention the level of the tank, as well as any damage caused to the Boat during the hire period.

The Boat must be returned at the agreed time and place. Any extension of the rental period must be authorised by the Owner and SamBoat, in order to extend the insurance cover. Failing this, the insurance cover for the Boat cannot be maintained.

CHAPTER VII - Complaints

Article 20 - Complaints procedure

SamBoat will not accept any claims in the absence of a written Rental Contract.

20.1 - For the Tenant

If, after taking possession of the Boat, the conditions of the charter reveal a serious breach of the Owner's obligations, the Hirer has 24 (twenty-four) hours from taking possession of the Boat to submit a complaint to SamBoat.

Details of this claim should be sent electronically contact@samboat.fr;

Unless SamBoat considers the claim to be manifestly inadmissible, SamBoat shall only transfer the Remuneration to the Owner's bank account on condition that an agreement has been to settle the dispute, which agreement must be confirmed by the Owner and the Hirer by means of an electronic message sent to the above address.

SamBoat may close the dispute it does not receive supporting documents it requested to substantiate the claim, within the time limit set by SamBoat. SamBoat undertakes to take the necessary steps to block the Remuneration.

The Tenant who has lodged a complaint acknowledges, however, that the blocking of the Remuneration is subject to the payment service provider's technical ability to do , and therefore waives, without exception or reservation, the right to seek SamBoat's liability on this point. In such a case, it will be up to the Hirer to obtain reimbursement of the Remuneration directly from the Owner.

As it is not SamBoat's mission guarantee the conditions of rentals freely arranged by Users, the Service Fee will be retained by SamBoat.

Any disagreement at the end of the check-out must be noted in the relevant section of the Rental Contract, which must be signed by both parties. Each party may add its own comment in the event of disagreement between them, but both must sign. **If this part of the Rental Contract is not completed, the Boat will be deemed not to have been returned and the Hirer may be prosecuted.**

20.2 - For the Owner

Within 48 (forty-eight) hours from the last hour of the last day of hire, the Owner must any failure to maintain the fuel level when the Boat is handed over, and any incidents that have occurred during the hire period. These complaints should be sent sinistre@samboaf.fr. The Hirer may also, if he/she wishes, provide this information to the same e-mail address. In the event of a discrepancy between the information provided by the Owner and the Hirer, the Company will refer to the inventory of fixtures signed by both parties.

The Owner has a period of 48 (forty-eight) hours from the end of the rental period in which to make a complaint to SamBoat.

Unless SamBoat considers the complaint to be manifestly inadmissible or in the absence of a regular Rental Contract signed between the parties, SamBoat will, as far as possible, withhold the Tenant's security deposit until an agreement has been reached to settle the dispute, which agreement must be confirmed by the Owner and the Tenant by means of an e-mail message sent to the above address. SamBoat undertakes to take the necessary steps to block the security deposit.

SamBoat may close the dispute it does not receive documents it has requested to justify the damage or to assess the amount within the time limit set by SamBoat. In the absence of a response from either party, or of evidence justifying the freezing of funds, SamBoat reserves the right to set a deadline beyond which the case will be closed. This deadline will be communicated to Users means of an electronic message.

CHAPTER VIII - Boat insurance Article 21 -

Boat insurance

21.1 - Insurance terms and conditions

The Owners undertake to only rent out Boats that are insured for the rental activity. They shall not hold SamBoat liable if any damage occurs during the rental period. Owners are free, without exception or reservation, to choose an insurance company for this purpose. Owners are informed that SamBoat does not take out any insurance for the Boats.

21.2 - Making a claim

In the event of damage, the Owner must inform SamBoat as soon as . Any claim or damage and the details of the reason for it must be notified to SamBoat exclusively via the "Declare a claim" button on the conversation page. This declaration will enable SamBoat to deduct the Hirer's security deposit and possibly ask the Owner to make the Boat unavailable on the Website, depending on the damage caused to the Boat.

The Owner is solely responsible for dealing with his insurer, in particular order to make a claim, SamBoat's commitments being limited to recovering the security deposit.

CHAPTER IX - Liabilities Article 22 -

Liabilities

22.1 - Liability of SamBoat

The Platform communicates information from members, the accuracy, authenticity or completeness of which it cannot verify. In this context, Users must exercise caution when entering into a contract with another User. In any event, SamBoat cannot be held responsible for any dispute relating to the Rental Contract, in particular for any damage suffered or caused by the Hirer or the Owner.

From the moment the Boat is handed over until it is returned, the Hirer is solely responsible for all material or immaterial damage caused directly or indirectly to himself or to third parties by the hired Boat, as well as for any deterioration, loss or partial or total destruction of the Boat, whatever the cause.

SamBoat, by limiting its mission solely to putting Users in contact with each other, in no way assumes the quality of a rental professional in the context of rentals which are offered and carried out independently by private or professional Owners. SamBoat does not supply boats or skippers and cannot be held responsible for any damage related to either.

It is expressly agreed that SamBoat is only bound by an obligation of means with regard to the continuity of the service. SamBoat shall not be held liable in the event of fraudulent or abusive use or deliberate or inadvertent disclosure to anyone of the access codes entrusted to the member. SamBoat can not be responsible for the violation of these Terms by a User. SamBoat cannot be held liable for direct or indirect damage resulting from the use of remote services. SamBoat cannot be held responsible for the quality of the service, as the service is offered "as is". SamBoat cannot be held responsible for any disruption in use of the online service. SamBoat cannot be held responsible for breaches of computer security that may cause damage to Users' computer equipment and data.

SamBoat shall not be liable for any infringement of the rights of Users in general. SamBoat cannot be held responsible for "comments" or "assessments" made by members. SamBoat does not intervene in relations between Owner and Renter members. Under no circumstances can SamBoat be considered as an Owner. SamBoat does not guarantee the good condition and proper functioning of the Boats.

In accordance with current legislation, SamBoat cannot be held liable for activities or information stored at the request of members, except in the event that it has been duly informed of the existence of illegal content and has not acted promptly to remove it. SamBoat shall not be held responsible or liable in respect of and/or following the rental of a Boat through its services. SamBoat is not responsible for the non-conformity of the rental with the information transmitted by the Owner.

SamBoat may not be held liable, whether in tort or in contract, for events due to Force Majeure, an act of God or the actions of a third party or the victim of the damage.

22.2 - Responsibility of members

Users are solely responsible for advertisements they publish and for any damage caused by these advertisements. They undertake to comply with the conditions set out in Chapter I. Users are solely responsible for "ratings" and "reviews". "Users acknowledge and accept that the information they provide, as well as their behaviour or comments on the SamBoat site, may be reported by other Users and may be subject to prosecution. Users acknowledge and accept that information they provide, as well as their behaviour or their comments on the SamBoat site, may be reported by other Users and may be subject to a posteriori control by SamBoat, on the basis of objective assessment criteria, without prejudice to the application of the Article "Content".

This is the "Exclusion of Members" section of these General Terms and Conditions.

The User undertakes to use the online service and the information to which it may have access only under the conditions defined by SamBoat and for purposes that comply with public policy, accepted standards of behaviour and the rights of third parties.

The User guarantees and undertakes to indemnify SamBoat, its directors, employees and other agents against all claims and judgments arising from a breach of the obligations incumbent upon them under the terms of the law or these GCU. The User undertakes to notify SamBoat of any changes relating to the data provided and acknowledges that failing to do so will result in the User remaining solely responsible for the consequences of any nature whatsoever which may result from the User's failure to update the data. The User undertakes not to collect, use or process in any way the personal data of other Users and members.

CHAPTER X - Intellectual property Article

23 - Intellectual property

23.1 - SamBoat components

With the exception of the elements mentioned Article 23.2, the Site, trademarks, designs, models, images, texts, photos, logos, graphic charters, software and programmes, search engines, , sounds, videos, domain names, design or any other information or material presented by SamBoat, without this list being exhaustive, are the exclusive property of SamBoat and are protected by their , trademark, patent and any other intellectual or industrial property right recognised in accordance with the laws in force.

Any reproduction and/or representation, in whole or in part, of any of these rights, without express authorisation of SamBoat, is prohibited and constitutes an infringement punishable by the laws in force. Consequently, the User undertakes to refrain from any action likely to infringe directly or indirectly the intellectual property rights of SamBoat or a member. Under no circumstances may the User use, print or reformat the contents of the Site for purposes other than private or family use. The User undertakes not to download, reproduce, transmit, sell or distribute any of the elements making up the content of the Site.

Users also acknowledge that the information and databases accessible on the Site are the exclusive property of SamBoat.

These GCU do not in any way imply any form of authorisation for the benefit of the User in respect of intellectual property rights or elements belonging to SamBoat.

23.2 - Third party element

Elements belonging to third parties and appearing in particular in the Advertisements and rental offers, such as trademarks, designs, models, images, texts, photos and logos, without this list being exhaustive, are the exclusive property of their author and are protected as such by , trademark law or any other right recognised by the legislation in force.

The User undertakes not to infringe, directly or indirectly, the property rights of third parties, whose content is present on the Site and undertakes not exploit, in any way , the names, brands, logos, software, information, databases and all documents communicated to him/her, in general, in the event of the execution of these general conditions of use. The User undertakes to respect all the rights third parties whose content is present on the Site.

CHAPTER XI - Miscellaneous

provisions Article 24 - Miscellaneous

provisions

24.1 - Terms and conditions in full

The GCU constitute the entire conditions use of the Site. Any other document relating to use of the Website or SamBoat services not published by SamBoat is not enforceable against SamBoat.

24.2 - Modification of the GCU

SamBoat reserves the right to revise and/or modify the GCU. Information to this effect will be published on the Site.

24.3 - Nullity a stipulation

If any one of the stipulations of these GCU is declared null and void or unwritten, pursuant a rule of law in force or a court decision that has the force of res , it not under any circumstances lead to the nullity of the entire GCU, nor alter the validity of any other stipulation.

24.4 - Applicable law and language

These GCU are governed by and subject to French law.

The GCU are written in French. Any translation of the GCU is for information purposes only.

SamBoat and the Users agree that the Users may bring their action in the courts of the domicile or registered office of the defendant, or in the courts of the place of hire, or in the courts of the domicile or registered office of the plaintiff at the time when the harmful event occurred.

24.5 - Compliance with applicable laws

Users undertake to comply with all applicable laws, regulations and rules, including but not limited to those relating to the fight against corruption and those concerning the prohibition of trafficking of any kind (drugs, arms, prostitution, etc.), as well as environmental regulations.

24.6 - Economic sanctions - Embargo

Users represent and warrant that they will comply with all restrictions and/or prohibitions applicable to commercial transactions under any law, regulation, rule other ruling issued by any governmental entity, including, but not limited to, the United States, European Union, United Nations and the United Kingdom.

Users further represent and warrant that they are not identified, listed, owned or controlled by any entity listed by the United States, the European Union, United Nations or the United Kingdom as a "Blocked Person", "Denied Person", "Specially Designated National" or subject to any prohibitions on commercial transactions under any laws, regulations, rules or other rulings issued by the United States, the European Union, the United Nations or the United Kingdom. Any User shall immediately notify SamBoat if it is added to a sanctions list.

Users must not enter into any agreement or transaction, directly or indirectly, with a "Blocked Person", a "Rejected Person" or a "Specially Designated National" in relation, in any way , directly or indirectly, to the goods or services provided under these GCU.

24.7 - Mediation

In accordance with provisions of article R616-1 of the French Consumer Code, Users have free recourse to a Consumer Mediator.

The Mediation officer responsible for the Site is Médiation Tourisme et Voyage, who can be contacted directly by electronic means in accordance with the Mediation officer's referral procedures:

<https://www.mtv.travel/demande-saisine/>