

GENERAL TERMS OF USE OF THE SAMBOAT SERVICE AND ITS WEB PLATFORM

Legal notice

The website samboat.com is published by the Company LACANI.

LACANI is a SAS French Company whose headquarters is 117 quai de bacalan 33300 Bordeaux. It is registered in the RCS of BORDEAUX under number 799 758 412 and at the ORIAS under number 16001576 as an Insurance Representative. The website has been declared to the CNIL under the number 1744290. The intra-community VAT number of the company LACANI is FR 36 799 758 412.

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Definitions

The terms used in the present General Terms of Use have the following significance:

“Rental Adverts” : advert published online on the platform to present a rental offer for a boat under conditions established by the owners;

“Ratings” : comments and/or evaluations issued by a user on a boat or another user. It is published at the end of a contractual relationship between the users;

“Boat” : any boat or yacht registered;

“GTU” : these terms of use of the service and platform <http://www.samboat.com>;

“Master Onboard” : person authorised to use the rented boat and ship any person on the boat under his responsibility and under the joint responsibility of the tenant. It guarantees the safety of boaters while navigating;

“Rental Contract” : agreement against payment by which an owner offers his boat for a time and a specified price. It sets the terms of rental agreed upon between the parties;

“Security Deposit” : financial guarantee taken, in case of damage or disaster, on the bank account of the tenant who has given his consent to this effect. It is intended to compensate the owner if the boat is damaged or in case of loss of equipment. It also allows to cover the deductible amount and financial penalties;

“Service” service provided by the company to connect users and allow rental of boats. **“Service Fees”** : fees collected by SamBoat in respect of the achievement of the present networking service; **“Tenant”** : any member who may rent a boat;

“Member” : any person registered on the platform with a user account;

“Offer” : offer made by the owner of a ship in order to allow its rental;

“Platform” : electronic communication device provided to the users of the service, or between users and the Company. It is administered by the company and accessible from the Internet at the address: <http://www.samboat.com> [Samboat.es](http://www.samboat.es) [Samboat.it](http://www.samboat.it) [Samboat.de](http://www.samboat.de) [Samboat.nl](http://www.samboat.nl) [Samboat.fr](http://www.samboat.fr) and via the app. It can be also called **“the Website”** »;

“Price” : total amount of a rental including remuneration, the service commission of the website, the cost of insurance fees, the services chosen by the tenant, the VAT, the options selected by users and any penalty or fee due in respect of the rental or the service provided. The price is calculated on a daily basis depending on the seasonal rate;

“Profile” : data provided willingly by the user when registering on the website or through the use of the website;

“Owner” : covers boat(s) owners wishing to provide rental offers of their boat(s) on the website. The owners concerned are those for whom the occasional boat rental business is exercised privately, or whose boat rental activity is exercised on a professional basis as a main source of income;

“Remuneration” : amount of money paid by the tenant to the owner of a boat in return for the rental of the boat;

“Booking” : action taken by a tenant in order to book a boat rental offer. It has to be confirmed by the approval of the owner;

“Company” : the company LACANI SAS as a web platform editor at <http://www.samboat.com> [Samboat.es](http://www.samboat.es) [Samboat.it](http://www.samboat.it) [Samboat.de](http://www.samboat.de) [Samboat.nl](http://www.samboat.nl) [Samboat.fr](http://www.samboat.fr) and via the SamBoat app

“User” : includes indifferently owners and tenants, as well as any person regularly registered on the web Platform.

Article 1 - Acceptance of the Terms of Use of the Samboat Website and Service

Users declare having read the present GTU in their entirety and accept without reservation or exception all the provisions composing the present General Terms of Use of the Samboat Service and Platform. They apply without restriction to all services offered by the Company LACANI SAS via the community Website <http://www.samboat.com>;

The Website offers a Service to connect its Members whose registration on the Website opens participation to Boat rental activities, whether as Owner or Tenant.

The SamBoat concept allows linking of private or professional Owners of Boats with any person wishing to benefit from a rental service of such Boats.

The SamBoat Service is designed to organise and energise the community within which Owners and prospective Tenants will be able to exchange and agree various rentals of Boats.

These terms are intended to define the Terms of Use of the SamBoat Service and of the SamBoat Website, but also to organise the relationships between the Website and its Users, or between the Users only.

Access and use of the Website are subject to acceptance and compliance with the GTU.

The Terms of Use can be adapted to the needs of the Service or Users; Any changes to the Terms of Use will be binding to all Users of the Website from the date of their on-line publication.

Article 2 - Registration and use of the Service

2.1- Registration details

The inscription on the Platform must be done directly on the Website <http://www.samboat.com>;

The use of the Service offered by the Company on the Platform is subject to the creation of a personal account. The form posted on the Website must be completed to allow the opening of a personal account and the access to Membership of the SamBoat community.

In order to ensure the confidentiality of data stored on his account, Users are required to choose a password when creating the said account. At the end of the creation of the account, **they are not allowed to communicate in any way whatsoever their password to a third party. The account is strictly personal and confidential.**

Otherwise, the Company cannot be held responsible for unauthorised access to the account of one of its Members.

The Company reserves the right to accept or reject any application if it does not comply with the present Terms of Use, or even if it turns out that it affects the global interest of the community of Users. Any rejection of a membership application will be notified by e-mail.

Any Member has the right to terminate his membership to the SamBoat Service, by confirming his deregistration to the address contact@samboat.com;

2.2- Information provided by Users during registration

Users agree to provide sincere and accurate information during the registration or participation in the services of the Website. They are committed to regularly update this information.

Each User is solely responsible for the provided information. SamBoat having no vocation to control the sincerity of the information entered or uploaded by the Members of the Website, all Users waive any responsibility of SamBoat or of the Company regarding any wrong or falsified information provided by other Users.

Unless prior written approval is provided by the Company, the Member incurs a suspension or deletion of his account or his access all services associated with it, if he creates or use multiple accounts, be it under its own identity or under that of a third party.

2.3- Rental adverts published by Users

Owners are committed to publish advertisements consistent with the conditions of the rental of their Boat. Each Owner is solely responsible for the authenticity of the rental adverts published on the Website.

The Service of the Website being restricted to the only linking of Users, SamBoat or the Company cannot in these circumstances be held responsible for any published rental advert which proves to be inaccurate, erroneous or falsified.

The Website or the Company cannot either be held responsible for the content of the rental adverts published by Users, or for a breach by a User of any right held by a third party or another User.

2.4- Ratings and reviews published by Users

Users allow the Website to make public on their profile assessments made by other Members under the category “**comments**”.

The User who completed an evaluation shall not publish any information or item that may adversely affect the honour or reputation of the evaluated User.

The Service provided by the Website cannot control all evaluations published by Users. However, the Website invites Users to report any content or assessment likely to contravene public order, laws, morals, or likely to cause prejudice to the honour or reputation of any User, person or entity.

The User only is liable in respect of the content of the published evaluations. The User undertakes and agrees to bear alone all possible consequences relating to rental adverts published as a Member of the Website.

Evaluations made by Users can thus be removed by Administrators of the Website on legitimate request from a User establishing the unfairness of a comment.

2.5- Messages between Users

Messages exchanged between Users also fall under their own responsibility. Messages sent by Users must meet the basic requirements of courtesy and good conduct. They can be removed by Administrators of the Website on legitimate request from a User establishing the unfairness of a message sent to him.

2.6- Administration of the Website, of the ratings or of exchanges between Users

In case of a breach of the duties mentioned herein, and more generally in the case of a breach of the present Terms of Use, the Website reserves the right to accept or exclude rental offers, or delete without delay the content of Users' reviews, or even withdraw membership to a User by deleting his

profile.

The excluded User will be informed by the sending an e-mail to the e-mail address provided when registering on the Website.

Members are also required to inform the Company without delay of changes that may affect compliance with the Terms of Use, or their participation in the SamBoat community.

The Website is finally allowed by Users to use and/or exploit such content and such assessments in a commercial context, or as part of the activities carried out by the Company with the partners of the Website.

The Tenant expressly authorises the Company to take on his account the global price to be paid for renting a Boat, including the Remuneration due to the Owner, Service fees, the cost of insurance, as well as any penalty or other fees due in respect of the present GTU.

Article 3 - Technical conditions for access to the Platform

The User or Member may access the Service provided by the Platform with an Internet connection, for free, without exception or condition. The costs borne by the User for access to the Service (hardware, software, Internet connection, etc.) remain at his charge. Non-registered casual Users on the Website shall have no access to the Service reserved to registered Users.

The Website is committed to implement all means at its disposal to ensure continued access and quality in its Service. The obligation borne by the Website for this purpose is purely of means. Any event that results in a malfunction of the network or the server cannot engage the responsibility of SamBoat. Access to the Service or the Platform may at any time be interrupted, suspended or permanently discontinued, without notice or compensation due.

Without notice or due compensation also, the Company reserves the right to temporarily interrupt access to the Platform, or access to the Service, particularly for reasons of updating, maintenance task, without this list being exhaustive.

The Company also reserves the right at any time to supplement or change the Platform and the Service offered.

The Company shall not be held liable in respect of any inconvenience or damage that may result from the temporary unavailability of the Service, or from the final closure of all or part of the Platform or the Service associated with it.

Information can be provided in case of restrictions on the use of the Platform, so that the User may contact the customer services of the Company at the following e-mail address: contact@sambo.com

Article 4 - Rights and duties of the private and professional Owner

4.1 - Access to the Service

The necessary conditions to offer a Boat for rental purposes include:

- membership of the SamBoat community;
- ownership of the Boat with all the documents establishing a regular property right; - without a regular property right:
 - i/. the quality of Boat keeper has to be established with all the authorisations and necessary certificates to

- offer the Boat for rental purposes;
- ii/. the Owner must be able to provide to the Tenant such authorisations and certificates written and signed by the Owner of the Boat;
- confirmed authenticity and sincerity of the documents and information provided; - documents establishing the year-round insurance of the Boat;
- a Boat in perfect condition and regularly maintained;
- a Boat equipped with security systems in line with its navigation category;
- compliance with the laws and regulations in force, especially for rental “with a skipper”. see blog.samboat.fr/2014/07/18/les-contrats-de-location/

The following water vehicles are prohibited for rental on the Platform:

- windsurfing;
- kayak, canoe;

4.2 - Duties of the Owner

The Owner must describe in its rental advert the rental terms for:

- the regular period of availability of the Boat;
- seasonal rental rates;
- the location of the Boat and any other necessary information for rental valuation.

The Owner agrees that the price displayed on the rental advert is at the maximum equal to the prices displayed on all other Platforms or publications.

He shall update any information which could affect the terms of the rental offer.

The Owner binds himself to make available:

- a Boat in line with the rental advert, in perfect working order, with an updated servicing, regularly maintained according to the rules of wintering;
- a Boat which is clean, without damage or malfunctioning other than those listed on the inventory of fixtures of the Boat;
- a Boat with equipment and updated security systems in conformity with all applicable regulations for its navigation category, as well as appropriate consumables;
- a rental agreement with an inventory of fixtures of entry and exit;
- life jackets for the number of people on the Boat.

In addition, the Owner undertakes to verify that:

- the Renter has a regular Boating licence if required by regulations;
- the credit card used belongs to the Tenant;
- the Tenant agrees to follow the local rules of navigation (he will for example have follow authorised sea channels).

Respect for the laws and regulations in terms of navigation or rental with a Skipper remains the sole responsibility of the Users. Users must ensure and check that all necessary conditions are met, so that Owners waive any liability of SamBoat as such.

4.3 – Specific case of the professional Owner

The Remuneration of the professional Owner is fixed depending on application of its tariff grid. SamBoat

cannot in any way, organise, or determine the fixing of the Remuneration of the Owner.

The specific options offered by the professional Owner will be paid by the Tenant on the first day of the rental period, as long as they have been previously agreed by the Tenant. The General Terms of Use of the professional Owner apply from the date at which payment is made by the Tenant, until the Boat is returned to the professional Owner.

Outside of the rental period, only the terms provided by the professional in his Terms of Use for cancellation of a rental agreement will replace the present Terms of Use.

The Professional has also the option to seek the settlement of a deposit whose amount can be paid using the MANGOPAY services offered by the Platform.

Article 5 - Rights and duties of the Tenant

5.1 - Access to the Service

Conditions to rent a Boat have to be fulfilled as follows:

- be part of the SamBoat community;
- be at least 18 years old;
- Hold a Boat licence required by the destination in which the boat is requested
- hold a valid credit card;
- have no medical inability to navigate.

5.2 - Duties of the Tenant

The Tenant is responsible for the Boat, as he is appointed as the person who has the thing under his care, from taking possession of the Boat up to the date at which the Boat is returned. He will have to use it, maintain it and take care of it as a reasonable and prudent person. It is specified that only the Tenant having validated the reservation of the Boat rental is allowed to maneuver the Boat.

As an exception, one person other than the Tenant can take the role of Master Onboard if the following conditions are met:

- be at least 18 years old;
- have a Boat licence if required for the category of the rented Boat;
- have no medical inability to navigate.

In addition, the Tenant agrees with the Owner to:

- return a Boat which is clean, without any damage other than those listed on the inventory of fixtures established while taking possession of the ship;
- comply with the time schedule agreed with the Owner;
- make sure that the people onboard wear a lifejacket;
- comply with all laws and regulations in terms of navigation;
- return the Boat with the fuel level observed at the beginning of the rental.

It is forbidden the Tenant to sublet the Boat, to tow another Boat, transport other passengers against payment.

Unless otherwise stated on the advertisement, animals are not accepted on board. The Renter must return the boat to the same place where the boat was taken. Bad weather or sea conditions do not constitute a case of force majeure, any sailor must manage his navigation according to the weather forecast.

The Renter shall be solely liable to the competent authorities and third parties concerned for any voluntary or involuntary failure to comply with the regulations in force in its navigation zone and for their legal consequences (prosecution, lawsuits, fines, etc.). It expressly releases the Owner and the Company from any liability in this respect.

The Tenant undertakes to ensure the routine checks and cleaning of the Vessel during the Rental Period and in particular to check the oil levels of the engines and the proper functioning of the equipment and appliances on board on a daily basis. In all circumstances, the Tenant shall remain the custodian of the Yacht until its return to the owner and shall therefore ensure its conservation as a good father and a good sailor.

Respect for the laws and regulations in terms of navigation or rental with a Skipper remains the sole responsibility of the Users. Users must ensure and check that all necessary conditions are met, so that Tenants waive any liability of SamBoat as such.

Article 6 - Contractual terms for rentals

Any Member regularly registered on the Platform as a Tenant can proceed with the booking of a Boat for which a rental offer is made on the Platform.

However, it is recalled that the Platform aims only to connect its Users, so that contractual relationships between Users are freely negotiated and set by Users.

The Owner and the Tenant must agree on the terms of the rental prior to the conclusion of a rental agreement.

The Website makes available to Users a rental agreement model. Users are free to use this model, modify it, adapt it, or use any other regular contractual document of their choice.

If any other contractual document is used by the Users, the Owner undertakes in this contract

to: - present and describe the Boat offered for rental;
- present the features and facilities contained in the rental advert;
- establish and fix a determined price;
- set a precise and unequivocal time duration for rental, including the time of beginning and end of the rental; - mention the fuel level of the rented Boat.

Users are required to respect the approved commitments on a contractual basis. Users cannot set a contract likely involve a third party to the contract. Only their responsibility can be engaged in respect of this contract and such contract cannot generate any obligation opposable to SamBoat or to the Company which maintains a third party to the contract signed between Users.

The terms of the contract are therefore freely determined between Owners and Tenants. The Owners and Tenants remain free to propose, accept or refuse a rental, so that the Company cannot intervene in any way in their choice, and its liability cannot be sought in respect of the contractual relationships which take place between Users.

The Site provides Users with a predefined model of a Boat Rental Agreement, as well as a paperless version through the mobile application. Users are free to use this model, to modify it, to adapt it, or to use any other regular contractual document of their choice.

The paperless contract has the same legal value as the paper contract to be printed. When an owner changes the price of the reservation by offering 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 total commission of the rental. In this case SamBoat reserves the right to change the total rental price and to deduct the initial commission from the owner's rental income.

Article 7 - Terms for reservation and rental of a Boat

• SELECTION OF A RENTAL OFFER:

The Tenant makes the selection on the Website of one or more Boats available for rental. This selection is based on **criteria freely defined**: characteristics of the Boat, location, rates. The Tenant chooses when booking the Boat dates and corresponding times for the beginning and the end of the requested rental.

• RECEIPT OF THE OFFER OF RENTAL:

The Owner receives the booking request which can be **accepted or refused**. The Owner who responds positively to the rental request is committed to make available his Boat for the period proposed by the Tenant.

• PAYMENT OF RENTAL:

The Tenant must pay the rental **by credit card (Mastercard or Visa) or bank transfer**. The Reservation is therefore confirmed. The Tenant must pay the total amount of the booking by including the amount of the Service fees. The Remuneration payable to the Owner is paid by the Website on his bank account within a time period of **24 (TWENTY-FOUR) hours** after the first day of rental. The credit card used for payment must be in the name of the Tenant.

• CONFIRMATION OF THE RENTAL:

The Tenant and the Owner receive an **e-mail** informing them that the rental is confirmed. Practical information about the rental shall be notified to the Owner and the Tenant: location of the Boat, price and rental dates, the rental agreement model, including the inventory of fixtures and instructions for insurance.

• TAKING POSSESSION OF THE BOAT:

The Owner and the Tenant meet on the first date of the rental to allow the Tenant to take possession of the Boat with the keys. The Owner and the Tenant must verify their identity, by controlling the Boat licence authenticity, the registration papers of the Boat. The Tenant has **24 (TWENTY-FOUR HOURS)** running from taking possession of the Boat to assert any claims on the rental terms.

• **SIGNING OF THE RENTAL AGREEMENT / INVENTORY OF FIXTURES:** After having **signed the rental agreement**, the Owner and Tenant **establish and sign an inventory of fixtures** of the Boat on the document provided by the Company and printed by one or the other party. The Owner and the Tenant will both keep a copy of the inventory of fixtures. This inventory of fixtures must include:

- registration of the Owner and the Tenant:

- . surname and first name of the Users;
- . company name and registration number of the company (if applicable);
- . address;
- . telephone number;
- . Boat licence number of identity card or passport;

- the known damage, outside or inside the Boat, by establishing a detailed list;
- the list of items left inside the Boat for the comfort of the Tenant;

- the level of the fuel tank.

• **RETURN OF THE BOAT:**

The end of the rental occurs during the return of the Boat, the keys and the inventory of fixtures shall be recorded on **report of end of tenancy** signed by both parties and each party will have to keep a copy. It must mention the level of the fuel tank, as well as any damage caused to the Boat during the rental.

The Boat must be returned on time and at the agreed location.

Any extension of rental period must imperatively be authorised by the Owner and by the Company, to allow any extension of insurance coverage. Otherwise, the insurance of the Boat cannot be maintained, and the Tenant will be liable for all damages caused to the Boat or the third party;

• **CLAIMS ANY OF THE OWNER:**

The Owner must fill in within **48 (FORTY-EIGHT) hours** running from the last hour of the last day of rental, the level of fuel when returning the Boat if it does not comply with the duties of the Tenant, or any incident during the rental. These claims should be sent to the address sinistre@samboat.com;

The Tenant can also provide at the same e-mail address any information if he wishes to answer the claim made by the Owner. In case of contradiction between the information provided by the Owner and the Tenant, the Company will refer to the inventory of fixtures signed by both parties.

• **EVALUATION OF THE RENTAL:**

At the end of the rental, the Owner and the Tenant will be invited to a mutual assessment, which will be published on the Platform.

Article 8 - Terms of claims

No claim shall be taken into account by the Company in the absence of a written contract.

8.1- For the Tenant

If the rental conditions reveal a serious breach of his duties by the Owner, the Tenant has **24 (TWENTY-FOUR) hours running from taking possession of the Boat** to assert a claim to the Platform.

• The details of his claim will have to be sent electronically to the address contact@samboat.com;

• **Unless the claim can be considered as openly inadmissible, the Company will proceed with the transfer of the Remuneration to the bank account of the Owner under the condition of a settlement allowing to exhaust the dispute.** Such settlement will have to be confirmed by the Owner and the Tenant by an e-mail sent to the target address above.

The Company may close the dispute as soon as it receives no proof that action has been taken within the time limit set by the Company. The Company is committed to undertake the necessary means for blocking the Remuneration. The Tenant agrees however, that blocking the Remuneration is subject to the technical ability for MANGOPAY to block the Remuneration, so that he waives without exception or reservation any liability whatsoever of the Company on this point. If blocking the remuneration cannot be processed by MANGOPAY, the Tenant will have to claim reimbursement of the Remuneration directly from the Owner.

• The Company cannot guarantee rentals conditions which are freely organised by Members, and Service fees will be retained by the Company in case of a claim asserted by the Tenant.

In case of disagreement when signing the contract during the end inventory (checkout), it will be necessary to

mention it in the commentary on the contracts and to sign by both parties. If the end of rental contract is not filled in, the boat will be considered as not returned, the renter may be subject to legal action.

8.2- For the Owner

The Owner has **48 (FORTY-EIGHT) hours running from the end of the rental** to assert a claim to the Platform.

- The details of this claim will have to be sent electronically to the address contact@samboat.com;
- **Unless the claim can be considered as openly inadmissible, or in the absence of regular contract signed between the parties, the Company will charge as far as possible the security deposit of the Tenant until a settlement to exhaust the dispute has been reached between the Tenant and the Owner.** Such settlement will have to be confirmed by the Owner and the Tenant through an e-mail message sent to the target address above. **The Company is committed to undertake the necessary means for blocking the security deposit. The Company may close the dispute as soon as it receives no proof that action has been taken within the time limit set by the Company.**

The Owner who made a claim agrees however, that the blocking of the security deposit is subject to the technical ability for MANGOPAY to block the security. If blocking of the security deposit cannot be processed by MANGOPAY, the Owner waives without exception or reservation any liability whatsoever of the Company on this point. If blocking the security deposit cannot be processed by MANGOPAY, the Owner will have to claim reimbursement of damages caused during the rental directly from the Tenant.

- If the Company must take the security deposit on behalf of the Owner using the service MANGOPAY, or if it must collect the amount of the deductible, or if it must intervene in order to resolve a dispute, **fees of 5 % (FIVE PER CENT) of the amount of the security deposit will be charged with a minimum of 100 (ONE HUNDRED) euros including tax** payable by the Tenant as management fees for the Company expenses.

8.3- Declaration of a claim

In the event of a claim, the owner must notify the Company as soon as possible. **Any loss or damage and the details of its cause must be notified to the Company exclusively via the "Report a claim" button on the conversation page.** The form must be completed with the requested documents within 48 (FORTY-EIGHT) hours from the date of the accidental event, failing which the file will be closed and not taken over by the Company. Incomplete files cannot be processed.

Article 9 - Rental price - Remuneration - Service fees

Access, registration and use of the Platform are free.

The price of the Boat rental is freely fixed by the Owner and freely accepted by the Tenant. SamBoat can in no way intervene with Users in order to organise or determine the fixing of the Remuneration payable to the Owner. Prices displayed on the Platform include all taxes; they include insurance and Service fees charged by the Company in respect of the Service to connect Users.

- A commission of **18% (EIGHTEEN PERCENT)** is due by the Owner to cover Service fees.

Article 10 - Securing payment of rentals

The security of transactions made online is ensured by the Company MANGOPAY SA, with a share capital of 2.000.000 euros, whose head office is located 59, Boulevard Royal, L-2449 LUXEMBOURG and registered in LUXEMBOURG under number B173459, and approved by the Commission on oversight of finance, 110 road of Arlon L-1150 LUXEMBOURG: [GTU MANGOPAY](#)

The Members declare having read the Terms of Use of the MANGOPAY service and accept them without exception or reservation.

Users undertake to perform exclusively the payments due in respect of rentals on the Website of the Company, with a credit card belonging to the Tenant.

SamBoat responsibility cannot not be committed in case of direct payments between Owners and Tenants. The Website only guarantees the security of electronic payments made through our partner MANGOPAY.

Upon acceptance by the Owner of a Reservation:

- The Tenant is directed to a payment screen inviting him to enter his bank details, credit card number and the cryptogram of validation in order to proceed with the payment of the rental. In case of payment in 3 installments, the balance must be paid 1 (ONE) month before start of the rental, otherwise the rental will be canceled.
- A debit authorisation of **200 (two hundred) €uros including taxes** is therefore enabled on the bank account of the Tenant.
- **The Tenant authorises expressly the Company to take on his account the global due price including Remuneration due to the Owner, the Service fees, the cost of insurance, as well as any penalty or other fees due in respect of the present Terms of Use.**

Article 11 - Changes in the rental and cancellation

11.1- *Conditions to change the terms of rental*

Any changes affecting a reservation after confirmation of such reservation is subject to the agreement of the Owner, but also to the agreement of SamBoat if it changes the amount of the Service fees. The Company must be informed without delay of any substantial changes to a reservation, meaning the price, date, duration, etc. In case of early check-out, that may not entitle to any refund from the Company.

11.2- *Authorised cases for cancellation of a rental*

From the date of payment made for Reservation of a rental, cancellation of the rental can take place at the initiative of the Owner or the Tenant only in the following cases:

- **The rental can be cancelled by the Tenant or the Owner in the case of unfavourable weather forecast for the entire duration of the rental**, or in the event of major natural disasters affecting the rental conditions. A copy of the special weather statement shall be communicated to the Website in order to justify cancellation.

- **The rental can be cancelled by the Owner** if he believes that the Tenant does not have the skills necessary for a safe handling of the Boat, or if the rented Boat suffered a damage making it unfit for navigation and which cannot be repaired by the Owner before the rental. The Owner must inform the Tenant and the Company of the occurrence of the damage without delay and provide any documentary evidence of such damage. The Company reserves the right to ask for any additional information or document that it deems necessary, otherwise penalties mentioned in article 11.4 will be applied.

The Tenant being informed and aware of the limitation of the SamBoat mission which is only aimed at connecting its Users, he renounces to seek against the Company any compensation for cancellation of the rental.

- **Rental can be cancelled by the Tenant** if he discovers while taking possession of the Boat that the rented Boat is inconsistent with the rental advert, or that it is not seaworthy, by default of an essential security item, or either because it is not consistent with the laws and regulations in force. Proof on the matter will have to be provided to the Website. If such proof can be considered as satisfactory by the Company, the Tenant will be partially or fully reimbursed of the amounts paid in respect of the rental price.

The Owner being informed and aware of the limitation of the SamBoat mission which is only aimed at connecting its Users, he renounces to seek against the Company any compensation for cancellation of the rental.

11.3- Refund of Remuneration, Service fees and cost of insurance

- **If cancellation of the rental occurs in authorised cases, the Owner and the Company will reimburse the Tenant in consideration of the legitimacy of the motive the amount paid by them within 20 working days.**

In the case of damage attributable to the tenant, no refund is possible.

- **Reimbursement by the Company of the Service Fee will also be subject to the following conditions of the legitimate nature of the reason (cf. 11.2) that led to the cancellation.**

This reimbursement will take the form of a credit note corresponding to the amount of the Service Fee to be used for a next rental.

In the case of a rental with a professional, if they choose "personalized conditions": The professional's general terms and conditions of use apply except for the reimbursement of the Company's commissions and penalties related to unjustified cancellations.

The Company assesses at its sole discretion, on the basis of the elements at its disposal, the legitimacy of the refund requests it receives and may choose without justification to credit the tenant with a coupon for the amount of the commissions.

11.4- Cancellation outside the authorised cases

- **In case of cancellation by the Tenant** of his Reservation without any acceptable motive, the Owners have the possibility to choose when saving their advertisement the cancellation conditions adapted to their own choice:

FLEXIBLE: In case of, the tenant will be refunded the amount of the rental until the day before departure

If the cancellation occurs on the day of departure, the Tenant will remain liable for the total amount of the rental

MODERATE: If the cancellation occurs **more than 2 (TWO) weeks** before the rental, he will be liable to the Owner for **50% (FIFTY PERCENT)** of the cost of the rental,

If the cancellation occurs **less than 2 (TWO) weeks** before the rental, he will be liable for the total amount of the rental

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

PERSONALIZED: **Accessible only to professional owners.** According to the Owner's own conditions.

Non-Professional Owners may freely choose one of the cancellation conditions listed.

Professional Owners on the contrary must ensure, in accordance with Article L 212-1 of the Consumer Code, that the cancellation conditions applied to Tenants, in particular with regard to penalties or deductions, are similar to the cancellation conditions for rentals by the Professional Owner.

It is agreed between the Users that the aforementioned moderate conditions apply in the absence of a choice by the Owner.

Cancellations in unauthorized cases may not affect the payability of the Service Fees due to the Company.

The cancellation conditions are freely chosen by the Owners and Samboat, by the definition of its mission to connecting Users, does not assume at all the quality of professional of the hiring within the framework of the rentals which are proposed and carried out in an autonomous way by private and professional Owners.

- **In case of cancellation by the Owner without any acceptable motive, a penalty of 50% (FIFTY PERCENT) of the amount of the rental with a minimum of 200,00 (TWO HUNDRED) euros will be owed to the company as a penalty. This penalty may be retained on the next rental income**

In the event of a cancellation of a rental by the Owner, if the private or professional Owner directs the Tenant to another company or person to proceed with the initial rental envisioned, they are liable to the aforementioned penalties. In case of a cancellation under these conditions also, if the private or professional Owner organise an alternative solution to the Tenant outside of Samboat, the service fees will be due by the Owner.

11.5- *Notification of cancellations*

- **Any cancellation and details of its motive must be communicated to SamBoat team prior to the first day of the Boat rental by clicking the button "Request a Cancellation" on the booking request page. Failing that, no refund will take place from the Company.**

The parties involved have 48 hours to confirm or contest the cancellation request. If there is no response within the time limit, the Company reserves the right to decide the outcome of the request and no claim will be possible afterwards.

Article 12 - Insurance

The Owners are committed to rent only ships insured for rental activities. They waive any liability of the Company if any damage occurs during the rental.

The Owners are free, without exception or reservation, to choose an Insurance Company for this purpose.

If the Owner has no extension of insurance for his rental activity, it can take out a comprehensive daily MAIF insurance policy as offered by SamBoat on its Website.

To benefit from this insurance coverage, Owners and Tenants must conform to all conditions of the General Terms and Specific Terms of the MAIF Navigation de Plaisance contract.

If the Owner takes out a comprehensive daily MAIF insurance policy, the cost of this insurance will be deducted from the rental income of the Owner. The Owner will benefit from a comprehensive insurance for the duration of the rental. The insurance is taken out at the time of payment by the Tenant, it cannot be cancelled or refunded.

Without this list being exhaustive and without possibility to modify the terms of the insurance policy, it is specified only for information that the insurance contract includes the following conditions:

- the Boat must be rented on French territorial waters, the Boat must otherwise fly the French flag; - rental must be performed between private individuals via the Platform <http://www.samboat.com>; - the Boat must be rented in perfect state of navigation and must be of a maximum value of €400,000; - rental must be limited to leisure, without third party transportation against payment; - the Subscriber agrees (except for sailboats rental) to ensure that Tenants are holders of the Boat licence or any river Boat licence required for motor Boats;
- the insured User undertakes to not rent the Boat provided to individuals participating in regattas, races or any other competition;
- the insured will ensure that the Tenant undertakes to respect local rules of navigation; - the MAIF insurance can only benefit to a Tenant if the Boat has been insured with the MAIF insurance policy;
- the Tenant must be holder of the credit card used to make the payment of the rental.

Are excluded from the damage to the insured:

- damage and loss resulting from timeworn Boats, construction defect, failure to maintain; - breakdowns and mechanical incidents;
- defects and damage caused by works on the Boat insured, except repairs performed in a guaranteed event; - damage caused by wood pests and rodents, or by frost damaging engines or water facilities; - damage to the outboard engine, as a result of its fall into water;
- damage resulting from grounding due to the movement of the tides;
- indirect damage such as loss of use, depreciation;
- fraudulent non-return, or hijacking of the Boat or of its content as a result of a rental.

Insurance payout could in no case exceed the insured value or the value declared by the Owner on the Platform for each unit.

Article 13 - Duties and missions of the Company

The duties to which the Company is assigned are limited to those of a **technical intermediary connecting Owners of Boats with future Tenants.**

The Company is committed to grant all Members such Service on the Website <http://www.samboat.com> and to put at their disposal a tool for the publication, dissemination, and modification of their rental adverts.

In no way and at no time, the Company is the Owner of the Boats available for rental on the Platform.

The missions carried out by SamBoat in the operation of the Website are exclusive of the fulfillment of a boat rental service. They can be defined exhaustively as follows:

- management of registration of Users on the Website;
- linking of the Members;
- boosting exchanges and rentals of Boats between Members;
- providing solutions if needed for a comprehensive insurance;
- tracking of payments made between Members through the MANGOPAY solution.

Article 14 - Security deposit

14.1 - Security deposit and claim

During reservation of a rental, the amount of the security deposit for which he will be liable in case of damage is communicated to the Tenant. He will be charged in case of damage, whatever the cause, on the credit card or any other means given as a deposit at time of booking. It covers any damage caused during the rental, namely the amount necessary to cover repairs, insufficient fuel level, delays affecting the return of the Boat, the insurance deductible, expertise, management fees, and any other sum coming in compensation of the damage suffered. The Company cannot guarantee in any way the creditworthiness of the Tenant.

In case of a damage caused by the Tenant or the Master Onboard, the Company is authorised to take from the bank account of the Tenant the necessary amount to credit the Owner of any difference between the amount between the sum to be paid to cover the damage and the amount of the security deposit.

In the absence of a response from either party, or of evidence justifying the blocking of funds, the Company reserves the right to set a deadline beyond which the file will be closed. This deadline will be communicated to the user by means of an e-mail message.

In the event of collection proceedings (in the event of late payment or insolvency) initiated by the Company against the Tenant, a flat-rate fee of €40 will be applied to which will be added additional costs incurred to collect the debt.

The Tenant also accepts without reservation or exception to pay additional fees, and it expressly authorises the Company to take them as needed for the benefit of the Owner as follows:

Amount of the additional fees authorised by the Tenant:

In case of delay in the return of the Boat

Hourly price plus 50%

Abnormally dirty boat (outside)	€ 175
Abnormally dirty boat (inside)	€ 155
Insufficient level of fuel	€ 40 + € 2,50 / litre
Tears/burns/stain	Replacement cost with a minimum of 200 €

In case of damage suffered by the Boat returned to the Owner, the Tenant agrees to pay just compensation to cover full rehabilitation of the Boat. The amount of repairs will be withdrawn from the account of the Tenant who authorises without reservation or exception to this effect the Company.

The Tenant thus expressly authorises the Company to withdraw from his bank account the deductible amount set by insurance policy for the rental period, but also the additional amount of damage caused to the Boat, as well as the amount of penalties.

If the Company so requests, the Owner undertakes to file a claim with his insurer and to seek coverage for any damage caused to the rented Vessel if the amount of the damage exceeds 2,000 (TWO THOUSAND) euros.

The Owner shall provide in case of refusal of coverage of damages by the insurer any useful document allowing to expressly confirm the said refusal of coverage.

The Owner who does not use the Rental Contract provided by SamBoat shall not be able to make use of the Deposit Management System, unless expressly mentioned in his Rental Contract.

14.2 - Option for a deposit solvency guarantee

On the platform, owners can set the amount guaranteed by SamBoat for the security deposit. This guarantee allows the owner to be compensated in case of a claim even if the tenant is not solvent (in case the Company is not able to deduct the amount of the damage from the credit card used for payment). The owner must subscribe to it even before receiving the rental application on his boat, there is no retroactivity on current reservations. This service offered to owners is charged as an additional commission on rentals. The amount guaranteed by the Company is limited to the amount chosen by the owner.

In the event that the pre-authorization to guarantee the deposit fails at the time of payment by the renter, it is the responsibility of the owner to have the situation regularized before the start of the rental. This can be done via the site with a new pre-authorization on the day of the rental, or by any other means (check, cash). Failing this, if an owner lets the boat leave without the Tenant having regularized the situation, the Solvency of deposit service cannot be guaranteed by the Company. The failed pre-authorization information is notified to the owner by e-mail.

Article 15 - Withdrawal period

Users expressly waive their right to invoke any right of withdrawal when using the service and declare in this respect that they have been informed that this service is not subject to the right of withdrawal provided for in Article L221-28 12° of the Consumer Code, as this service is part of the activity of vehicle or boat rental .

The exercise of the right of withdrawal is excluded for services whose execution has begun, with the agreement and express renunciation of the exercise of this right.

Article 16 - Intellectual property

16.1- Intellectual property of the Company

The Website, brands, drawings, the models, images, texts, photos, logos, graphic charters, software and programs, search engines, databases, sounds, videos, names, design or any other information or support presented by the Company, although this list is not exhaustive, are the exclusive property of the Company and are protected by their authors, brands, copyrights and any other right of intellectual or industrial property that are recognised according to the laws in force.

Any reproduction or representation, of any part of any of these rights, without the express permission of the Company, is forbidden and would constitute a counterfeit sanctioned by articles L. 335 - 2 and following of the French Code of intellectual property and European Laws. Accordingly, the User is forbidden to take any action and any act likely to infringe directly or not upon the rights of intellectual property of the Company. The User is not in any way allowed to use, print or reformat the content of the Platform for purposes other than private or family. He is committed to not download, reproduce, transmit, sell or distribute the whole of the content of the Platform components.

Users also acknowledges that the information and databases accessible on the Platform are the exclusive property of the Company.

The present Terms of Use do not grant any authorisation for the benefit of the User on the rights of intellectual property or any related item belonging to the Company.

16.2- Intellectual property rights of a third party

Intellectual property rights belonging to third parties, such as on trademarks, designs, models, images, texts, photos, logo, although this list is not exhaustive, are the exclusive property of their author and are protected as such by copyright, trademarks or any other rights recognised by laws.

The User is forbidden to take any action and any act likely to infringe, directly or indirectly, upon the property rights of third parties, whose contents are present on the Platform, and is not in any way allowed to use names, brands, logos, the software, information, databases and all the documents that are shared by other Users or third parties for the purpose of the Service. The User undertakes to respect all rights of third parties, whose contents are present on the Platform and shall not create any analogy in the mind of the public for any purpose whatsoever.

Article 17 - Responsibilities

The Platform shares information from Members but cannot check its accuracy, authenticity or completeness. In this context, Users will use caution when contracting with other Members. In any case, the Company cannot be held responsible for any dispute related to any rental agreement, including any damage suffered or caused by the Tenant or the Owner.

Upon taking possession of the Boat and up to its return, the Tenant is solely responsible for all material or immaterial damage caused directly or indirectly to himself or to third parties during the rental of the Boat, as well as any damage, loss, destruction partial or total of the Boat regardless of the cause.

17.1- Responsibility of Members

The Member of the Platform is solely responsible for rental adverts which are published and for any damage caused as a result of these adverts. Members are solely responsible for the 'reviews' and 'comments'

which are posted on the Platform, and they must respect the rules of the present Terms of Use, as well as the laws and regulations on the matter. Members acknowledge and accept that any information provided, as well as their behaviour, or their comments on the Company are likely to be subject to reporting by other Members and be controlled by the Company, on the basis of objective criteria of assessment, without prejudice to Article 19 "Exclusions of Members" of the present Terms of Use.

The Member agrees to use the online Service and the information to which he has access under the only conditions determined by the Company, according to public order, morals and the rights of third parties.

The Member undertakes to not to disturb the use of the Platform by other Members and to not access the accounts of other Members and to not access parts of the Website whose access is limited or reserved.

The Member guarantees and agrees to indemnify the Company, its Directors, its employees and other agents against any use and any conviction resulting from a breach of his duties hereunder the present Terms of Use. The Member is committed notify to the Company any changes to the data provided and recognises that, failing that, he will be responsible for the consequences of any kind whatsoever, which may result from such failure. The Member undertakes to not collect, use or process any personal data belonging to other Members.

17.2 - Responsibility of the Company

It is expressly agreed that the Company is held by an obligation of means in respect of the continuity of the Service. The Company cannot be held responsible in the event of fraudulent use, abusive use, voluntary or involuntary disclosure to anyone, of the access codes belonging to a Member. The Company cannot be held responsible for the breach of these terms by another Member. The liability of the Company cannot be engaged in case of direct or indirect damages resulting from the use of distant services. The Company cannot be responsible for the quality of the Service, the Service is offered to Users "as is". Disruption affecting the use of the online Service does not engage the responsibility of the Company. The Company cannot either be responsible for computer security breaches, which can cause damage to the hardware of the Users and their data.

The Company cannot be responsible for the infringement of the rights of the Users caused by other Users. The Company cannot be responsible for the 'comments' or 'assessments' made by Members. The Company will not for that purpose interfere in the relations between the Owners and Tenants. It can in no case be considered as an Owner. The Company does not guarantee the good condition and the proper functioning of any Boat.

In accordance with the legislation in force, the Company cannot have its liability engaged for activities or information stored by its Members, except in the event where it has been duly informed of the existence of any illicit content and that it has not acted promptly to remove such content. The Company cannot see its responsibility neither sought nor committed as a result of the rental of a Boat

through its Service. The Company is not responsible for any non-compliance affecting any rental agreement, nor for the information sent by an Owner to a Tenant.

The liability of the Company, whether tortious or contractual, cannot be committed for facts due to a case of force majeure, a fortuitous case, or any damage caused by a third party or the victim.

Article 18 - Notification of illegal content

The Company may take knowledge of the content of all rental offers.

The Company is committed to remove any content contravening the present Terms of Use or any right protected by any trademark or copyright, as long as the holder of such right has reported the infringement without delay.

Any illegal content must be notified by e-mail to the Company at the address

contact@samboat.com

Article 19 - Exclusion of Members

The Company is committed to administrate with all useful diligence the use of the Website by Users, but it cannot be held by a general duty of supervision.

The Company is however entitled to exclude a User who violates the present Terms of Use, or who affects the good administration of the community of Users, at any time and without notice.

In addition to the already stated obligations, it is under penalty of exclusion from the community of Users and a penalty of **200.00 (TWO HUNDRED) €uros** that Owners are prohibited to disclose their personal details to the Users of the Service.

Article 20 - Personal - data cookies

The Website provides the User collection and treatment of personal information in respect of privacy according to the **law n ° 78-17 of 6 January 1978** relative to information technology, files and liberties. The Website is declared to the CNIL under the number 1744290.

When browsing our Website, Users are asked to provide personal data. Users declare that they have read and accepted the use by SamBoat of personal data under the following conditions:

The treatment of the personal data is being declared to the CNIL. The personal data controller is the Company LACANI SAS.

The personal data collected on our Website is used to allow the services provided by the Website and to process connections between Users or between Users and the Company. We may also use the User data for advertising or commercial purposes and within the limits authorised by law. We may also use your data to satisfy our legal and/or regulatory obligations.

The recipients of your personal data collected on our Website are our partners in charge of the security of payments and our business partners. Where this is required by law, your consent is collected or a possibility of refusal is offered to you before any transfer of data.

The User has a right of access, of correction, modification and deletion of data according to the law "Computing and freedoms" from 6 January 1978. Such rights can be exercised with the Website and by e mail at the following address: contact@samboat.com; or by contacting directly by mail the User Service at the following address: SAMBOAT - 17 quai de bacalan 33300 Bordeaux

The Website is using 'cookies'. These are only intended to streamline, improve and facilitate the navigation

of the User on the Website. Such cookies allow to customise the Service offered by the Website. Cookies consist of modules and files stored on the User's computer terminal. The User has the option to disable these cookies on his internet browsing software. However, in order to improve, facilitate and maximise the navigation on the Website as well as the usability of the Website, it is recommended to set up his computer and internet browsing software to allow or restrict the use of these cookies.

Business development by e-mail: If you no longer want to receive market research by e-mail, you can always let us know by one of the following ways:

- Click on the link to unsubscribe in every email already received.
- In the dedicating client area, open the "my profile" tab, uncheck the box.

Article 21 - Miscellaneous provisions

21.1- *The scope of the GTU*

The Terms of Use constitute the entire conditions of use of the Service and the Platform. Any other document relating to the use of the Website or the SamBoat Service which has not been published by the Company is not enforceable against the Company.

21.2- *Modification of the GTU*

The Company reserves the right to revise or change the Terms of Use. Any modified Terms of Used will be enforceable from the date at which it is published. Information will be communicated on the Website for this purpose.

21.3- *Annulment*

If one any provisions of these terms is declared void or unwritten, under a rule of law or a judgment which has become *res judicata*, it cannot result in the nullity of the whole GTU, nor affect the validity of any other provision.

21.4 – *Applicable Laws and Jurisdiction*

These terms are governed and subject to French law.

The T&Cs are written originally in French. Any translation of the Terms and Conditions can only be of an informative nature.

The Company and Users agree that Users may bring an action before the courts of the defendant's domicile or headquarters, or the courts of the place of rental, or the courts of the plaintiff's domicile or headquarters at the date of the occurrence of the harmful event

Last updated on the 26/02/2021