GENERAL CONDITIONS OF SALE AND USE OF THE YESCAPA SITE AND SERVICE

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Definitions

"Review": Review and/or assessment issued by a User concerning a Vehicle and/or another User issued at the end of a contractual relationship between Users.
"Service Fee": Remuneration as perceived by the Website.
"Rental Contract": Contract in which an Owner makes a Vehicle available for a given time and Price. These conditions are laid down between the parties during said Rental period.
"Offer": Offer expressed by the Owner of a Vehicle in order to make said Vehicle available for Rental to Renters.
"Price": The total amount of a Rental includes the Remuneration, the Website Service Fees and the services chosen by the Renter.
"Profile": Data voluntarily provided by the User during their registration on the Website and during the use of the Website.
"Owner": Encompasses all the Owners of Vehicles who want to offer their Vehicles for Rental via the Website. The Owners concerned are those who occasionally engage in private Vehicle Rental which is not their main income, or those engage professionally in Vehicle renting that is their main income.
"Remuneration": Amount of money payable by the Renter to the Owner of a Vehicle for Rental of the Vehicle.
"Booking": Action emanating from a Renter to keep a Vehicle in order to use it during a certain date range previously agreed with the Owner.
"Company": The YESCAPA Company.
"User": Encompasses all of the Owners and the Renters.
"Vehicle": Recreational Motor Vehicle or Motorhomes or in the Light Vehicle or HGV class with insurance that conforms to the legal requirements for this purpose.
"Light Vehicle": Any Vehicle whose maximum permissible laden weight is equal or less than 3.5 tonnes.
"Heavy Goods Vehicle (HGV)": Any Vehicle weighing more than 3.5 tonnes. This type of Vehicle requires a particular licence. Each Owner and Renter is required to ensure that the insurance for this type of Vehicle complies with the current regulations.
"Renter": Refers to any user wishing to rent a Vehicle and be the principal driver.
"Security deposit": Sum deposited by the Renter to cover possible damage to the vehicle, the insurance excess rate and other breaches with respect to the Rental Contract.
"Excess rate": In the context of the insurance contract taken during the booking, the excess rate is the sum remaining payable by the insured (the Renter) in the event of a claim. An excess rate is separate for every incident of damage. The amount of this is indicated on the general conditions of our insurance partners. Depending on what country the vehicle is registered in, the YESCAPA website may be able to offer an additional product to reduce the excess rate payable in the event of an incident of damage. See our insurance partners for more information about this additional product.
"Bank Imprint": Pre-Authorization for debiting a bank account via credit card.

The following definitions shall be understood in the same way whether they are singular or plural.

Article 1. Preamble

The website **"www.yescapa.com"** and the mobile applications Android and IOS (hereinafter, the "Website") is edited in the form of a social network intended for Owners of leisure vehicles and motorhomes (hereinafter; the « Vehicles »).

The Website allows individuals (hereafter, the "**Renters**") who wish to rent this type of Vehicle to contact the Owners of Vehicles (hereafter, the "Owners") available to privately or professionally rent out said Vehicles. Owners and Renters are jointly named the "Users" of the website or of the service offered by the Website.

The Website:

- Allows the Owners to offer their Vehicle for rent against payment. The Users can determine freely the Contract regarding the renting of the Vehicles. Moreover, the Users can freely determine the layout and the content of said Contract.
- Provides a service that enables Users to communicate and share information and advice.

To this end, a dedicated space is made available within the Website.

The purpose of these General Terms and Conditions of sale and use is to set the conditions of use of the Website, the relations between the Website and its Users, and the organisation of the relations between the Users in the frame of the Website solely.

Article 2. Scope of Application

The usage of the YESCAPA Website implies acceptance, without any restriction, by any User of the present General Terms and Conditions. Prior to the completion of their registration on the Website, the Users shall validate by clicking on "I accept" to testify their commitment to respect said General Terms and Conditions.

The use or participation in the YESCAPA service is exercised on the condition of acceptance, without exception or reservation, by the Users of the General Terms and Conditions accessible on the YESCAPA Website.

These General Terms and Conditions apply to any use of the YESCAPA service for the Rental of Vehicles registered in the UNITED KINGDOM. The Users understand and agree to, without exception, these general terms of service, originally written in French, which have been translated into English.

These General Terms and Conditions mediate the relationships between the Users using the YESCAPA service.

The registration of a User previously requires the creation of a Profile.

Every User declares that they have the legal capacity allowing them to use the Website and accept the General Terms and Conditions of the Website.

Article 3. Modifications to the Website and General Terms and Conditions of Sale and Use.

These General Terms and Conditions can be modified by YESCAPA when necessary. Users will be informed of any changes to these General Terms and Conditions with a notice on the Website.

Article 4. Usage of the YESCAPA Service

4.1. Usage of the Website

i/. <u>The YESCAPA Concept</u>

The Website offers a matchmaking service between Users by connecting Vehicle Owners with Users who wish to Rent their Vehicles. The Renter can accept said offers on the Website and use said Vehicle for Rental during dates agreed with by the Vehicle Owner.

The Website acts as a qualified intermediate between Users on certain aspects of their relationship, mainly matchmaking, mediation, and the validation of the documents necessary to hire the Vehicles.

YESCAPA cannot be liable for any negligence and/or fault, or dispute during the use of the YESCAPA Website or service, between Owners and Renters, or during a Rental Contract between the Users. Furthermore, YESCAPA ensures the verification of the technical inspection of Vehicles listed on the platform but YESCAPA cannot be held responsible for the mechanical condition of any Vehicle. YESCAPA can also not be held responsible for any defects mentioned on the technical inspection that do not prevent the Vehicle to be driven, in accordance with the law in force.

In the event of a mechanical failure during a rental on a component of the Vehicle mentioned as having a minor failure on the last technical inspection in force, and in the absence of an invoice stating repairs to correct this failure, the Owner will be responsible for all repair costs and cannot hold the Renter or YESCAPA liable for this breakdown.

In general, except in the case of misuse on the part of the renter, mechanical breakdowns are attributed to natural wear and maintenance of the vehicle and their responsibility is attributed to the owner.

In the event of a conflict between Users, and without extending its liability or responsibility, YESCAPA endeavours to offer within the limit of its resources, any useful solution allowing the resolution of this conflict or offering the User an alternative.

By accepting the Terms and Conditions, Renters and Owners, agree to use the site in good faith. Users can not divert the use of the site and use YESCAPA as a means of communication for the purpose of renting outside The Website. Any breach of this principle will be considered as a violation of the Terms and Conditions if initiated. by an Owner. YESCAPA thus reserves the right to pursue any Users who do not respect these conditions.

The Roles carried out by the YESCAPA Company as part of the Website service are exclusive of a Rental service of Vehicles; They can be defined on a restrictive basis as such:

1: Managing Users' registrations on the Website;
2: Connecting Users;
3: The offer of "comprehensive" insurance for motorised land vehicles and the eventual supply of a technical assistance for the benefit of the Renter and the Owner when they make their Vehicle available;
4: The promotion of the relationship, exchanges, and the Vehicle Rental transactions between Users;
5: The incitement of facilitation and quality of relationships between Users;
6: The follow up on payments between the members when it is performed via the service provided by the LEETCHI SA Company, its electronic money issuer.

ii/. <u>Secure Payments</u>:

The transactions are secured by the MANGOPAY SA Company, with 2,000,000 euros of capital, whose registered offices are located at 59 Boulevard Royal, L-2449 LUXEMBOURG, registered in LUXEMBOURG

under the number B173459, allowed to operate in FRANCE, approved by the Commission de Surveillance du Secteur Financier, 110 Route d'Arlon L-1150 LUXEMBOURG: **http://www.cssf.lu/**

https://www.mangopay.com/terms/PSP/PSP_MANGOPAY_EN.pdf

YESCAPA cannot be held liable for any payments made directly between Owners and Renters. The Website only guarantees the security of electronic payments through its payment partner LEETCHI.

The YESCAPA Website is accessible via the Internet, freely, unconditionally without exception anywhere by every User with access to the Internet. All costs incurred by the User to access the service (computer hardware, software, Internet connection, etc.) remain their own responsibility. A website visitor without a User Profile, which can be created following regular registration on the Website, cannot access the complete services reserved for registered Users.

The Website is committed to using every means at its disposal to ensure quality access to its services. The obligation concerns the means, the Website cannot commit to achieving any outcome. YESCAPA shall bear no liability for any network or server failure due to force majeure. The access to the services on the Website can be subject to, at any moment, interruptions, suspensions, changes without notice, for maintenance or for any other cases.

iii/. Methods of payments

The Renter agrees to pay the entire Rental through the Website, according to the different payment methods offered by YESCAPA, in line with the deadlines indicated by the Website and before the day the rental begins.

Payment in 2 instalments (free of charge)

The Payment in two instalments is offered for bookings that are paid more than 45 (FORTYFIVE) days before the departure date. The first amount is paid by credit card through the Website. The second Payment is taken via direct debit on the same credit card used to pay the first instalment.
In the case of Payment in two instalments, the Renter agrees to pay the remaining balance within the time set by the site.
In the event that the settlement of this balance cannot be met, the Rental will be considered as if it had been cancelled more than 30 (THIRTY) days before departure and the original funds guaranteed to the owner will be limited to what was paid during the first instalment.

Payment in 4 (FOUR) instalments with (Floa Bank)- FRENCH CLIENTS ONLY

The payment in 4 instalments is offered (to French Clients only) after an initial eligibility check to subscribe to a loan. These conditions are determined by our partner Floa Bank. During the confirmation, when clicking on "Continue", you'll accept that your data is used to evaluate your money borrowing profile. More information on the confidentiality policy of Floa Bank is available:https://www.floabank.fr/mentions-legales

The Renter has a withdrawal period of **14 (FOURTEEN) days** on the Payment via credit for a Booking.
The cancellation of the Payment via credit is therefore possible within 14 (FOURTEEN) days, the Renter must then pay the entire Booking fee within the time established by the website.

This withdrawal period relates **exclusively to the payment in 4 (FOUR) instalments** with our partner Floa Bank, **it does not question in any way the validity of the Booking, nor the commitment of the Renter to pay for it in its entirety.**

Bank Imprint

If the deposit is managed by YESCAPA, a bank imprint under Pre Authorization will be done automatically, following the last payment processed.

In the event of a payment in two instalments, the bank imprint will be saved when the final instalment will have been settled, 30 days before departure.

If this fails, a page to register a Bank imprint will automatically be offered to the Renter and they will be notified by email and text message.

The Renter agrees to register this bank imprint at least 72 hours before departure. If no bank imprint is registered, the Rental will be cancelled and no reimbursement will be possible.

A Bank imprint can be released up to 7 days after a rental has ended. The credit card used for the Bank imprint should allow for the Pre Authorization to be valid for 1 month after the end of the rental.

Depending on the bank account, the amount kept for the Bank imprint, can be debited from the account and kept by the bank in question until the release of the Imprint.

Paypal

The Paypal service allows you to pay for a rental without indicating credit card details. The user wishing to pay by Paypal must first create an account on the Paypal site or application.
Payment by Paypal is only offered for listings where the deposit is managed by the owner and cannot be used to pay for bookings for listings where the deposit is managed by Yescapa.

Gift cards

The gift cards available on the YESCAPA website are valid for 1 year from the date of purchase of the said gift card.
The purchase of gift cards is non refundable due to the legal withdrawal period of **14 (FOURTEEN) days** from the date of purchase of the gift card.
The gift card is limited to a single use and is intended for the payment of a Rental. If the Rental amount is less than the amount of the gift card, the User will not be entitled to a refund of the difference.

Bank imprint

In the event of management of the deposit by Yescapa, a Bank Imprint in the form of Pre-authorization will be carried out automatically following the last payment recorded. In the case of payment in two instalments, the Bank Imprint will therefore be recorded at the time of the automatic payment of the remaining balance of the rental 30 days before departure. In the event of failure, a Bank Imprint registration page will be systematically transferred to the Renter and the latter will be informed by email and SMS. The Renter undertakes to register this Bank Imprint as soon as possible and at the latest 72 hours before departure for the rental. If a Bank Imprint is not registered, the rental will be cancelled and cannot be refunded. The Bank Imprint can be released up to 7 days after the end of the rental if no claim has been declared. The bank card used for the Bank Imprint must allow pre-authorization and be valid for 1 month after the return of the

rental. Depending on the Renter's bank, the amount of the Bank Imprint can be debited from the bank account and kept by the bank until the Imprint is released. The management of the security deposit by Yescapa is governed by point iv/. Security deposit in 4.5 Terms of Remuneration and reservation of these General Conditions.

4.2. User Accounts

i/. Profile

Each User wishing to register on the Website must create a "User" profile. Creation of such a Profile requires the upload of personal data concerning the User. The Website cannot be liable if the information sent by each User is incorrect, obsolete or incomplete.

Every User has at their disposal a unique username and a password giving them access which allows them to log in directly to their Profile. The User commits to saving these elements, keeping them confidential and never communicating them. The User ensures that they will solely create one unique User "Profile".

The User asserts and ensures that the information and data submitted is up-to-date and correct. They are responsible for modifying their information if the latter changes or is subject to modification. The information required upon registration on the Website is necessary and obligatory for creating a User account. In particular, the email address of the User can be used by the Website for administration, management, and organisation of the service.

The Website ensures that User information of a personal nature will be collected and handled in accordance with **Law number 78-17 of 6 January 1978** on computers, files and liberties. The Website is declared with the CNIL under the number **1931314v0.**

Under articles 39 and 40 of the Law of 6 January 1978, the User has several rights of access, correction, modification and deletion of their data.

In the event of non-compliance with the conditions of use of the platform or behaviour deemed abusive by the platform, a User may have his or her status withdrawn and/or have his or her "User" Profile closed, depending on the Website Administrators' assessment of these conditions. The User who has been banned and/or whose Profile is closed is informed of this by e-mail to the e-mail address he or she indicated when registering on the Website.

ii/. Website Organisation

The Website is constituted by a public area and a private area that are accessible under certain conditions and/or restrictions:

The public area allows direct access to the Website, and to use the Website as an unidentified User, to benefit from some services and features provided by the Website, mainly those concerning the offer of the Rental of Vehicles.

The private area is accessible following identification and registration by the User. Said identification requires the prior creation and registration of a Profile. The private area allows the publication of the Vehicle

Rental Listing, the modification of the information communicated, Booking rentals, reviewing Rentals, and some features allowing the management of the Rental of Vehicles.

iii/. Content:

The Website does not guarantee the accuracy of the information and content provided by the Owners concerning the Vehicles offered. The Website has the right to accept or deny any Offer by Owners. The Website cannot be liable for any infringement related third party or User rights, inaccuracy or mistake concerning the offers published online by Owners. The same applies to reviews, comments or any Comment published by any User.

Each Owner is obliged to provide an exact, objective and updated description which reflects their Vehicle accurately, including its current condition.

If they wish, Users can publish and make certain content available on the Website, mainly advice for using their Vehicle. Each User has the right to enjoy this content only if they do not contravene good faith and/or public order, or the reputation of a person. Said content also cannot include elements that are illegal or likely to harm any rights.

iv/. Reviews

The User commits to fill out a review form related to the person with whom they have been in contractual relationship as part of one or several services provided by the Website at the end of said contractual relationship.

The Website publishes said evaluation form and makes it public on the Profile of said reviewed User in a section named "Reviews". The User completing said evaluation ensures that they will never indicate information likely to defame the honour or reputation of the User reviewed.

The User commits to their sole liability related to said contents and/or evaluations. Moreover, said User alone has to handle the eventual consequences. The User beforehand expressly authorises the Website to publish said contents and said evaluations on the Website. Said authorization concerns the publications on all types of platforms, anywhere, by any means, across the whole world and at any time.

The Website is authorised to use and/or exploit said contents and said assessments for commercial purpose or to assist Website partners.

The Website has no scrutiny right for the content or evaluations. Nonetheless, the Website advises the Users to signal any content likely to contravene the public order or morale, or the honour and reputation of any person, as well as the contents or evaluations containing elements likely to be considered as illegal, illicit or harming the property rights of a third party.

In the case of a breach of this obligation of good conduct, the Website commits to promptly delete said content and Comments. Any element likely to violate someone's rights in such a way permits the Website to ban the User and/or suspend a "User" Profile, upon the evaluation of these conditions by the Administrators of the Website. The banned User and/or whose Profile has been shut down is informed by the sending of an electronic mail to the address they indicated at the time of registration on the Website.

4.3. Relations between Users

i/. Contractual Principle

The Users alone are liable for the consultation and appraisal of the quality of offers, when they make a Vehicle available for hire, and when they accept a request from a Renter. The Owner and the Renter shall conclude a Rental Contract prior to the Rental of the Vehicle made available by said Owner. The Users are bound to respect the obligations on a contractual basis.

ii/. Offering a Rental Contract

The Website provides the Users with a predefined Vehicle Rental Contract template. Said Users are free to use said Rental Contract template, modify it, adapt it, or to use any other document of their choice. If changes are made, Users are responsible for the terms they have signed. The owner undertakes to communicate in the description of their listing any element different or contrary to the predefined model of the Yescapa Rental Agreement.

The Rental Contract provided by the Website is determined by the Contract Clauses. In the event of a disagreement between the Owner and the Renter, the platform will take a position in accordance with the Clauses of the Contract despite any modification, adaptation or amicable settlement that may have been mentioned by the users.

The principle of privity of Contracts forbids the Users from finalising a Contract involving a non-signatory third party. The Renter and the Owner commit by signing a Contract to fulfil the obligations set out. They commit their sole responsibility from this Contract and cannot impose any obligation on the part of YESCAPA.

iii/. Choosing another Contract

The Website can not be held responsible for the use of any other
contractual document, whatever it is, allowing to rent a Vehicle and will not be able to mediate these cases. If any other Contract is engaged by the Users, the Owner undertakes to communicate it to the Renter before the confirmation of the reservation. In this Contract, the owner undertakes to present and describe their Vehicle, as well as the characteristics and equipment which appear on their Listing.

They also commit to fixing and formalising a set Price, as well as a precise and unequivocal Rental period. The Owner commits to solely provide roadworthy Vehicles in perfect working condition. If the Vehicle is an HGV, The Owner commits to clearly indicating this to the Website in the description of the Listing.

The Owner commits to provide an updated description of the Vehicle, matching its features and to not mislead the Renter about the characteristics of the rented Vehicle. The Website cannot be liable in case of false or erroneous description of the Vehicle.

For each Booking, the Owner undertakes to provide the vehicle documents. Depending on the regulations in force in the country of registration of the vehicle and the requirements of the insurance in place, the Owner must provide the original or the copy of the Vehicle registration certificate, the proof of insurance and in date technical inspection. It is possible to request a certified copy of the registration certificate from a police station in order to reinforce the credibility of the document in the event of a police check during a rental.

iv/. Contractual obligations of the owner regardless of the contract

The owner also undertakes to set and formalise a determined Price, as well as a precise and unequivocal rental period. The Owner undertakes to make available only Vehicles in perfect working order and in roadworthy condition. If the Vehicle is a Heavy Goods Vehicle, the Owner undertakes to report this to the Website and

to clearly indicate this in the description of their Listing. The Owner undertakes to provide a description kept up to date and corresponding to the actual characteristics of the Vehicle and refrains from misleading the Renter on the characteristics of the rented Vehicle. The Website disclaims all liability in the event of truncated, erroneous or false descriptions of the Vehicle. For each rental, the owner undertakes to provide the vehicle documents. Depending on the regulations in force in the country of registration of the vehicle and the requirements of the insurance taken out, the owner must provide the original or a copy of the registration document, the insurance and the technical inspection. It is possible to request a certified copy of the vehicle registration document from a police station in order to reinforce the credibility of the document in the event of a roadside check during a rental.

v/. Disputes between Users

In the event of a dispute in accordance with the usage of the service, Users commit to submit their dispute to the mediation provided for this purpose by YESCAPA. The Website commits to offer a helpful mediation solution as quickly as possible in the event of a dispute between the Users.

This mediation will be offered impartially, taking the information supplied by each of the parties to the conflict into account. The implementation of this mediation will be on the condition that Owners and Renters in dispute provide a completed and signed Rental Contract, in line with the clauses of the contract outlined on the Website. YESCAPA will, wherever possible, offer a solution in line with these General Terms and Conditions and the Contract Clauses. Both parties have 3 days to review and accept the proposed solution. **The result of the mediation depends on the good will to this effect of the Users; It will, by nature, have no obligations for YESCAPA.** If the parties do not resolve their dispute using the mediation offered by YESCAPA, alternatively they are entitled to enter their dispute to the competent authorities.

The Website reserves the right to put on hold the publication of a notice in the event of a dispute between users in order to study the version of each of the parties. Depending on the elements at its disposal, Yescapa reserves the right not to publish the notice and to apply any control measure on the advertisement and / or the users linked to the notice in order to guarantee the quality of service.

4.4 Vehicle Rental Terms

i/. Registration of Renters

Following their registration, Renters must enter their personal information on their **YESCAPA Profile** corresponding to their civil status and their contact details. Before any rental, they must digitise and upload the following documents at least **48 (FORTY-EIGHT) working hours** before any Rental:

- Current and valid **Identity Card, Passport;**
- Current and valid **Driver's Licence**;
- Dated **Proof of Address** from the last **3 (THREE) months** (rent receipts, water, electricity or gas bills.)

-DVLA Licence check (For UK licence holders renting under YESCAPA's Allianz policy in the UK)

YESCAPA supervises without obligation the registration of Renters and reserves the right to remove a **Renter** registered on the Website or refuse documentation if the elements or documents provided are inconsistent or unreadable or erroneous.

The Renters agree that the documents provided can be given to the insurance Company solicited for a Rental, as well as the electronic payment partner LEETCHI or to a third-party Onfido or Ubble remote identity verification service.

ii/. Driving Rented Vehicles

The Renter commits to guaranteeing the careful and normal usage of the vehicle. They commit to respecting the Highway Code (Code de la Route) and the Vehicle owner's manual provided by the Manufacturer, as well as the recommendations of the Owner. During the Rental, in the event of a noticeable event of malfunction (abnormal noise, indicator light on the dashboard, tremor, or any other issue indicating a mechanical failure), it is the responsibility of the Renter to ensure that the Vehicle is able to continue the Rental by having the Vehicle inspected by a professional mechanic while informing the Owner beforehand. The Renter will be charged **200 (TWO HUNDRED) GBP** by YESCAPA if they cause the Vehicle to breakdown due to driver misuse. In the event of a fine received by the Renter during the rental period, the Renter shall take full and complete responsibility for any fine or contravention upon presentation of said dated fine or contravention and which includes the registration of the Rental Vehicle. Similarly, tolls crossed during the Rental period remain the responsibility of the Renter. If the Renter does not settle this promptly, YESCAPA reserves the right to charge the bank card used for payment up to the amount of the fine or toll received.

iii/. Registration of Owners and their Vehicle

Following their registration on The Website, Owners agree to complete their Listing by filling in the accurate details of their Vehicle and their preferred rates.

The Website cannot be liable for any mistake, omission, inaccuracy, voluntary or not, issued by the Owner concerning the description and the evaluation of the Vehicle. The Owner must indicate in the detailed description of their listing, the exact number of seats noted on the vehicle registration certificate. Otherwise, an error in this information may force a booking to be cancelled and result in the full refund of the Booking to the Renter.

They must include the following Vehicle characteristics on their profile, which if not filled in correctly, may result in the removal of insurance cover:

- **Vehicle Weight (PTAC);**
- **Registration;**
- **Vehicle Value as New.**

They will complete the descriptive elements of the Vehicle, and will be required to submit Vehicle documents and photographs to validate their Listing.

A Rental may be cancelled unless the Owner digitises and submits all documents relating to the Vehicle offered for Rental at least **5 (FIVE) woking days** before any Rental, including:

- **Vehicle Registration Document** (current and valid);
- **Insurance Certificate** (current, valid, and fully paid-up);
- **Up-to-date Roadworthiness technical Inspection** (not requiring a follow-up inspection)

If one one of these documents is missing, the Listing may be suspended from the website, resulting in the loss of any future confirmed Rentals, without being able to claim any compensation as to the expected Remuneration. In the event that one of the documents expires between the date of confirmation and the beginning of a Rental period, the Owner is responsible to upload the renewed document or the penalties mentioned above will apply.

The submission of documents establishing their civil status **(Identity Card, Passport)** and their **Driver's Licence** is also required. **Owners agree that the documents provided can be given to the insurance Company solicited for a Rental, as well as the electronic payment partner LEETCHI.**

The Owner also commits to providing the bank account details into which the Remuneration is to be paid as well as the double-sided identity document (or interior if it is a passport) of the holder of the bank account. For individual users, the bank account holder must be the same person as the user account holder.

The insurance guarantee will enter into effect on the condition that the items required are provided.

The documents provided and the Owner's declarations will be inspected by YESCAPA for support and without obligation of result. This inspection covers the items establishing the weight of the Vehicle, its registration, and its value as new. It will focus on authentication of the Owner and that the Vehicle is suitable for Rental. The check will be undertaken solely once the Vehicle is registered on the Website, while **Renters cannot oppose YESCAPA or demand a later verification check. The Owner commits to keeping the documents required up to date. YESCAPA cannot ensure a permanent supervision of these items and their updating remains the exclusive responsibility of the Owners.**

No Vehicle can be offered for Rental prior to the completion of this verification. YESCAPA reserves the right to remove a Rental Vehicle registered on the Website if the elements or documents provided are inconsistent or erroneous. Data entry errors bring about lapsed coverage and remain the sole responsibility of the Owners.

Following a breakdown or any other type of incident, a Listing may be suspended from the Website by YESCAPA, to verify that the said Vehicle is suitable for rental. YESCAPA reserves the right to remove any Vehicle offered for rental if it represents a risk that could affect the quality of the YESCAPA service. The suspension of the vehicle may result in the cancellation of future bookings, and the Owner of the Vehicle will not be entitled to any compensation with respect to any planned future bookings.

On the first day of the rental, the Renter has the right to refuse the rental if the main characteristics of the Vehicle do not comply with the description of the Listing on offer on the YESCAPA platform. The Vehicle must match the indoor/outdoor photographs on the site. In case of dispute, the Renter must provide proof of non-compliance of the Vehicle (photographs, videos ...). In the case of a refusal to accept the Vehicle by the Renter, the Rental will have to be cancelled via the Website by the Renter who will specify at the time of cancellation, that the reason stated for the cancellation is "cancellation by the Owner". YESCAPA will then review the case to determine whether the Vehicle's main characteristics match its description on YESCAPA.

iv/<u>Conditions Applicable to the Owners:</u>

The Owner must guarantee:

- Full and entire ownership of the Vehicle;
- or that they are otherwise the keeper of the Vehicle, having all the necessary authorizations and proofs allowing them to make the Vehicle available for Rental. The Owner shall provide said proofs to the Renter, written and signed authorization by the Owner of the Vehicle.
- that they commit their Vehicle available for Rent is not banned or forbidden by law;
- that they agree to only make Vehicle(s) in perfect working condition available for Rental;
- that the documents and information provided are genuine and accurate.

- the state of the Vehicle before the departure regarding the interior and external cleanliness, the levels of water and fuel, etc.

In the event that the owner cannot fulfil these guarantees before the vehicle is handed over, the Renter will be entitled to refuse to depart in the Vehicle by cancelling the Rental through their YESCAPA account, and may claim full reimbursement of the remuneration due to the Owner for that rental period once the case has been reviewed by YESCAPA.Such behaviour from the Owner may lead to the deletion of their listing from the site and consequently to the loss of future confirmed Bookings without being able to claim any compensation as to the expected remuneration.

In the event that the Owner rents their Vehicle through other rental platforms, they undertake to offer lower or equivalent prices on YESCAPA, to those offered on other platforms, taking into account the different systems of calculation of the respective platforms.

In addition, the Owner must respect a pricing consistent with the value of its Vehicle and its equipment, its age and its number of kilometres for the rental price TTC remains in accordance with the philosophy of the Website.

Similarly, the Owner may not apply charges for gas consumption, as this is a consumable that is difficult to measure and must be included in the rental price.

4.5 Payment and Booking Terms

i/. <u>The Remuneration payable to the Owner using the YESCAPA service</u>

The Remuneration is payable by the MANGOPAY payment method by the Renter to the Owner from the day of the confirmation and the acceptance by the Owner of the Rental.

It is independently determined by the Owner. YESCAPA can in no way intervene with the Users in order to organise or determine the Remuneration of the Owner.

Remuneration varies according to the rate applied during the rental period minus the service charges applied by YESCAPA. These costs vary according to the status of the Owner (private or professional) and the country of registration of the vehicle. The detail of these costs is indicated to the Owner and appears on the invoices as well as on the summary of the payments received.

Said Remuneration is due starting the day and time of the beginning of the Rental and includes the day and time of the return of the Vehicle by the Renter to the Owner. It can vary from the cost of insurance and breakdown cover, additional options chosen by the User, and the YESCAPA Company Service Fees. The signing of the Rental Contract by the Renter implies acceptance of the Service Fees, Remuneration, that have been subscribed to by the renter.

In the event the Renter has paid the Rental price via an online payment on the Website, the Owner will receive the Remuneration by bank transfer via the MANGOPAY solution provided by our partner LEETCHI. This transfer will be made the day on the 2nd business day of the Rental.

The Renter is authorised to rent the Vehicle only after confirmation, via online payment, of the Rental Price. The Owner is entitled to refuse to rent out their Vehicle to the Renter if the latter cannot prove the online

payment of the amount due for the Rental. In the event of a breakdown being reported within the first 48 hours of a rental, Yescapa reserves the right to block the payment of the said remuneration in order to evaluate the reason for the breakdown. This evaluation may lead to the total or partial reimbursement of the rental. In addition, a withholding of future remuneration, the cancellation of future rentals as well as the suspension of their listings may occur in the event that the owner retains the renters security deposit without justification. An owner's remuneration may be withheld on any of their rentals, in order to ensure compliance with the clauses of the rental contract and mediation in the event of damage during the rentals.

The parties fix freely and by mutual agreement the duration of the lease. **Unless otherwise agreed in writing** between the parties, the rental takes effect at **9:00 am** on the first day of rental and ends at **08:00 pm** on the last day of the rental.

The YESCAPA website offers the possibility to start or finish on a **half-day**. In this case, **otherwise agreed in writing** between the two parties, the Rental takes effect at **02:00 pm** and ends at **12:00 pm (noon).**

If no agreement can intervene at this point, the Rental shall be cancelled and the Remuneration for the Owner shall be fully reimbursed to the Renter. Similarly, any behaviour contrary to the terms provided at the time of booking may result in cancellation and loss of compensation for the Owner.

ii/. <u>Service Fees for Services Provided by YESCAPA for Renters</u>

Service Fees are applied to each Booking request and paid by the Renter. The use of the YESCAPA Service implies acceptance without exception or reservation by the Renter of the amount of fixed fees in the General Terms and Conditions.

The Service Fee amount is charged to the Price agreed between the parties. This varies according to the duration of the Rental, the rental remuneration of the Owners, whether the Owner is a Private Owner or a Professional Owner, and insurance claims on the Vehicle. The amount of these costs is indicated in the details of the rental of any reservation request as well as on the invoice after confirmation.

iii/. <u>Publishing a Vehicle Listing</u>

The Owner can put their Vehicle online by means of the YESCAPA website. This Listing must respect the requirements of Articles 4.2 and 4.3. Creating a Listing is free.

If the Vehicle in question does not satisfy the conditions required by Articles 4.2 and 4.3, the Website Administrators are authorised to disable the Listing for said Vehicle, including, but not limited to, in the case of the following:
- following one or several Renters reporting their dissatisfaction about said Vehicle or the Owner's behaviour;
- in the event of non-compliance by the Owners with the General Terms and Conditions;
- if the Owner contravenes the necessary cohesion of the User community.

iv/. <u>Security Deposit</u>:

The Security deposit is intended to cover any damage caused to the Vehicle during the Rental period.

The Security deposit can be used to cover **the cost of repairing the Vehicle in the event of loss or damage**. It can also be used to cover the **insurance excess**..
The Security deposit is also intended to cover **the mileage overruns and any amount due to the Owner by the Renter in accordance with the terms of the Rental Contract.**

The management of the security deposit is subject to the signature by both parties (renter and owner) of the Rental Contract and the Inventory of fixtures at the departure and the return of the Rental.

This management of the Deposit can be done directly by the Owner or by the YESCAPA site. The mode of management is indicated to the Renter beforehand on the announcement of the Owner.

- **Management of the Deposit by YESCAPA**

The management of the Security Deposit by Yescapa replaces the deposit management by the owner, i.e. no amount is transferred between users on the day of departure of the rental. The activation of the security deposit managed by Yescapa is permanent. Once activated, the Owner cannot request any amount in person as a security deposit and such behaviour could lead to a cancellation of the rental which would deprive the Owner of the remuneration for said rental. By confirming a booking, the Renter agrees to make the Security Deposit, indicated in the listing, available on the bank account associated with the card used for payment of the booking.

This Deposit will be managed by a bank imprint. registered at least 72 hours before departure. The amount which can be recovered by YESCAPA cannot be greater than €2,000 (TWO THOUSAND EUROS).

If the amount owed to the Owner is more than €2,000 (TWO THOUSAND EUROS), it will be the Owner's responsibility to take measures to recover the difference of sums beyond €2,000 (TWO THOUSAND EUROS).

In the event of damage to the vehicle, the maximum amount to be recovered under the Management of the security deposit will automatically be debited by YESCAPA, including in the event of an incident with a third party. Following the mediation of the case, any amount not falling under the responsibility of the renter will be reimbursed to them.

Any payment to the owner for the Management of the security deposit, will only be done **once YESCAPA has mediated the claim and will need to be justified**. YESCAPA will be able to request, from both parties, all documents in order to back up the claim. The Renter will be informed of the breakdown of the amount debited. A €49 administration fee will be applied on top of the cost for repairs, charged to the culpable party

If it is technically impossible to debit the amount due from the credit card associated with the booking, YESCAPA will open a debt recovery procedure against the Renter.

Listings with security deposits managed by YESCAPA can only be booked via a credit card payment.

- **Management of the Deposit by the Owner**

The Security Deposit must be paid using the means of payment indicated in the Owner's listing. If the Owner has not mentioned a preferred payment method, any means of payment that can be cashed in the country where the vehicle is registered may be accepted.

If the payment of a Deposit is agreed between the Users, **the Renter makes an irrevocable commitment to pay the amount of the Security deposit**, at the first request of the Owner, and waives any objection or exception from the Rental Contract. In the absence of payment of said security deposit by the Renter to the owner, the rental will be cancelled without the possibility of reimbursement of the rent for the Renter.

The due date for the return of the security deposit depends on the status of the owner. A private owner undertakes to return the security deposit immediately at the end of the rental when no damage is noted on the return inventory of the rental contract. On the other hand, a professional rental company applies its own management conditions for the security deposit and the deadline for restitution depends on the said management conditions.

On the other hand, when one or more damages are noted in the return inventory and indicated in the rental agreement, the owner undertakes to keep the security deposit and the two parties undertake to immediately declare the damage(s) to YESCAPA using the declaration form provided for this purpose (available on the reservation) according to the conditions provided for in 4.9 Insurance, iv/.Reporting an Incident of damage.

Any information or document requested by Yescapa that is not provided by one of the parties may lead to the loss of the right to compensation from the security deposit.

As soon as the parties request Yescapa for mediation, Yescapa arbitrates in a full and complete manner, the management of the security deposit. Consequently, the owner and the renter undertake to honour the decision resulting from the mediation of the security deposit. In the event of refusal to return all or part of the security deposit when requested by Yescapa, the owner will be deemed to be in a situation of unjustified retention of the security deposit. In this case, Yescapa reserves the right to retain future remuneration to compensate the injured Renter as well as the suspension of their listing for breaching the terms and conditions of the platform. The Owner is also open to legal action by the Renter.

In the event of a change in the method of management of the security deposit by the owner, the renter is entitled to demand that the method of management of the security deposit be the method indicated at the time of the confirmation of the rental. The owner undertakes to honour the rental according to this principle and any refusal will lead to the reimbursement of the rental to the renter.

In the event of a dispute as part of the management of the Security Deposit and in the absence of an amicable agreement between the Renter and the Owner, YESCAPA offers a mediation service which costs €49 (FORTY NINE EUROS) for the Renter.

In the case of a Rental with a Professional Owner, the Security Deposit will be managed exclusively and directly with the Professional Owner.

v/. General Rules of a Booking

Every booking request must be made at least **48 (FORTY-EIGHT) working hours** before collection of the Vehicle for the Rental by the Renter.

Each User has to carefully study every Rental Request of an available Vehicle with precision by considering their availability, the models and categories of available Vehicles, the general condition of said vehicles and the localization of the Owner.

When a potential Renter selects a Vehicle that suits their needs, they can send a Booking request for said Vehicle responding to said Listing where they must mention the dates during which they wish to travel with said Vehicle. **Sending a request implies acceptance, without exception or reservation, of these General Terms and Conditions.**

By sending an electronic message via email or SMS, or by the communication methods available, the Owner is informed of the Booking request for their Vehicle for said date range. They then confirm whether they wish to make their Vehicle available for the requested dates. The Owner is obliged to respond within a maximum of **24 (TWENTY-FOUR) hours, or the Booking request may be cancelled**, for reservations transmitted to them by accepting or rejecting them.

In the event the Owner accepts, by sending an email or an SMS, the Website informs the Renter of the acceptance. The Renter must pay the Website, via an online MANGOPAY payment referred to in the present, the Rental amount in order to confirm their intention of reserving said Vehicle for the dates chosen. **The Renter is then obliged to subscribe to a "Comprehensive" insurance for the Vehicle concerned.**

Once the Price is paid and confirmed by registration on the bank account of the YESCAPA Company, the Website sends the Owner and the Renter a summary of the different elements related to the booking of the Vehicle concerned.

In case of refusal of the booking by the Owner, the Website informs the Renter as soon as possible and can suggest similar listings depending on the available offers. Any refusal of a Booking does not commit the liability of the Website.

The Website cannot be liable in case of booking cancellation whether due to the Owner or the Renter. The Website does not ensure the accuracy of the date range of the booking chosen by the Renter who wishes to rent a Vehicle.

vi/. <u>Rental Extension</u>

The Users have the possibility of extending the duration of their paid Rental by demanding a rental extension of one day. This request must be made at least **72 (SEVENTY-TWO) hours** before taking the Vehicle, obligatorily via their YESCAPA Profile.

Any Rental extension must be carried out in accordance with the conditions initially agreed upon, notably the Remuneration, surcharges, options, and Service Fees, without any weekly discount rates proposed by the Owner.

Calculating the extension amount is done autonomously, and only the Owner can agree to the request made by the Renter. In the event that the Owner and the Renter agree that the Renter the request must be made directly on the Website via the users YESCAPA profile.
The absence of Remuneration for the Owner during this extension period does not remove the Renter's necessity to pay the entirety of the Website Service Fees.

If the Owner does not wish to be remunerated for this period of extension, the Renter will not be dispensed from settling the Service fees of the Website in full.

vii/.Connection outside the Website:

Owners have the possibility to direct Renters known outside the Website to Yescapa in order to benefit from the services offered without any consideration being applied to the reservation. The owner cannot solicit or accept a request of a Renter to rent outside the Website. In such situations, the owner's listing may be suspended leading to the loss of earnings for future bookings.

4.6 Cancellation of a Booking by the Renter

If the Renter wishes to cancel or modify their Booking, they must immediately inform the Website via their YESCAPA profile.

i/. Modifying a Booking

Any modification to the Booking requested by a Renter is subject to the approval of the Owner and of YESCAPA in terms of the modification of the Service Fee amount.

ii/. Cancellation

It will potentially allow for a refund of all or part of the expenses incurred for the Rental according to the possible subscription of the cancellation insurance and the period of notice as of the date of communication of the cancellation of a Booking.

Yescapa offers users a Cancellation Insurance solution that allows its Users to be able to benefit from a full refund of the rental price in the event of cancellation before departure (excluding cost and excess of this cancellation insurance). To benefit from Cancellation Insurance, the Renter must take out this insurance at the time of confirmation of the reservation and must imperatively accept the Conditions General sales thereof. These General Conditions are available at this address:

https://dii3ne04p2g9s.cloudfront.net/doc/cancellation-terms/chapka/ipid_cancellation_insurance_terms-en.pdf

They are communicated to the Renter at the subscription of the cancellation insurance and at the confirmation of the reservation.
In the event of subscription and use of cancellation insurance to cancel a reservation, proof of the reason for cancellation will be requested. The coverage of the cancellation insurance will be conditioned by the eligibility of the reason as well as the date of occurrence of the event. The Renter therefore undertakes to inform the cancellation insurance when they become aware of their inability to travel. Yescapa cannot take into account the date of occurrence in the event of cancellation, any refund would be subject to the date of cancellation according to the cancellation terms indicated below.

The cancellation terms applied to all reservations made on Yescapa are as follows:

If the cancellation of the booking by the Renter is communicated to YESCAPA within a time frame of:
- 30 (THIRTY) days or more before the date of departure of the Booking:
The Renter can request a Refund of 70% (SEVENTY PERCENT) from the owner's part. Insurance costs and service fees cannot be reimbursed. The remaining 30% of the Owner's remuneration will be immediately paid out to the Owner upon cancellation.

Note that in the event that the method of payment chosen by the Renter is payment in 2 instalments free of charge and that only the first payment is made on the date of cancellation 30 days or more from the date of departure of the rental, no refund will be made. Indeed, the amount of this first payment corresponds to the indemnity of 30% of the remuneration of the owner and part of the insurance and service costs which are non-refundable.

- Less than 30 (THIRTY) days before the date of departure of the Booking:
No refund is possible. Insurance costs and service fees cannot be reimbursed and the full remuneration due to the owner will be paid out to the Owner upon cancellation.

If the cancellation occurs within 24 hours after confirmation of the reservation, the renter may claim full reimbursement of the rental (minus the cost of cancellation insurance if subscribed), except in the case where the start of the rental is scheduled within 24 hours after confirmation; in this case the insurance costs cannot be reimbursed. In this event, the owner undertakes to waive their remuneration. The portion corresponding to the insurance is not refundable once the rental has started. This applies from the first hour of the first day of the rental.
If the renter has subscribed to cancellation insurance this is not refundable.

The conditions for cancelling due to force majeure allow renters and owners to cancel a rental for reasons such as a natural disaster, government restrictions in force that prevent the movement of people or impose quarantine on departure or return (exclusion in the event of a positive covid-19 test or declared contact case) and ongoing armed conflicts at the place of departure or the travel route. In case of eligibility, the cancellation conditions applied will allow a change of dates as well as the provision of a rental credit for the Renter according to the preferences selected by the owner noted on their vehicle listing as well as on the cancellation request.

Rental credit in the event of a cancellation due to force majeure is valid for 12 months and can be used in several instalments. If not used, the amount present on the rental credit will not be refundable and the part corresponding to the owner's remuneration will be transferred to the owner.

The modalities can be:
Reimbursement of the amount corresponding to the owner's remuneration and the issue of a rental credit for the amount of insurance and service charges valid on all vehicles registered with Yescapa.
The issue of rental credit for the total rental amount valid on the vehicle(s) of the same owner.
One of these modalities will apply subject to the eligibility of the cancellation upon presentation of proof at least 48 hours before the day of departure of the rental.

The owner selects their preference via their Account. Without action on their part the default choice will be effective. This default choice induces a refund of the amount corresponding to the owner's remuneration and the issue of a rental credit for the amount of insurance and service charges valid on all vehicles registered on Yescapa.

A cancellation policy specific to covid-19 in effect until March 31, 2022 allowed the Renter to obtain a rental credit for a period of 18 months. Covid-19 rental credit remains in force until the expiry date, i.e. 18 months after the date of cancellation of a rental for the covid-19 reason, which must be prior to March 31, 2022. After expiry of the rental credit , its amount will not be refundable and the part corresponding to the owner's remuneration will be transferred to the owner.

In the event of a breakdown of the Vehicle occurring within the first 48 hours of the rental, the origin of which cannot be attributed to the Renter, the latter may claim a full refund of the rental following evaluation of the case by the Yescapa team.
After the first 48 hours of rental, in the event of a breakdown of the Vehicle and or operational difficulties preventing the Booking from continuing and caused by the immobilisation of the Vehicle for a duration greater than **24 (TWENTY FOUR) hours**, and if the Renter chooses to put an end to their Booking, and is eligible for breakdown assistance the renter may claim:
- a reimbursement of the Service Fees pro rata for the days not used during their rental, in the event that the renter cannot be held responsible for the breakdown or operational difficulty of the vehicle.
- to a reimbursement of 50% of the Service Fees pro rata for the days not used during their rental, in the event that the responsibility for the breakdown cannot be determined.

In this case, the Owner must also reimburse, in proportion to the remaining days of the booking, all their remuneration for rental days not used if the renter is not responsible for the breakdown (including any kilometre packages or additional options paid for), or up to 50% of the remuneration calculated if the responsibility for the breakdown cannot be determined. It is the Owner's entire responsibility to honour this refund in the event of a breakdown caused by wear and tear and/or lack of maintenance of the Vehicle. In all the above cases, YESCAPA is only liable for the reimbursement of the Service Fees.

The reasons listed below will not be accepted in the event of a full refund of the Service fees:
- A delay in the delivery of the Vehicle by the Owner to the Renter
- Unilateral modification by the Owner of the duration of the Rental contract between the parties
- More generally, modification by the Owner of any of the conditions of the contractual rental agreement.

This cancellation can allow for a modification of dates of the Rental as long as the owner and YESCAPA have given their consent. The cancellation Terms and **of reimbursement will then be determined in accordance with the date on which the booking was first asked to be modified**. The booking must take place within the **12 (TWELVE) months** following the initial date of departure of the booking.

iii/. <u>Refund Period</u>
In the exception cases outlined by YESCAPA, if the partial or full refund of the Service Fees is justified, YESCAPA commits to process this refund within a period of **14 (FOURTEEN) days** from the receipt of the cancellation request.

iv/. <u>Exclusive Responsibility of the Renter:</u>
The Renter cancelling remains exclusively their responsibility. The YESCAPA Service only puts Owners and Renters in contact, and does not guarantee the commitments of potential Renters, and YESCAPA cannot be held accountable for a cancellation of a Rental made by them.

4.7 Cancellation of a Booking by the Owner

i/. <u>Period to obtain a direct Refund</u>
In the event of cancellation by the Owner, YESCAPA commits to offer an alternative within the limit of the vehicles available without regard to the criteria of the initial selection. Failing that, YESCAPA commits to guarantee **the refund of the amounts paid by the Renter** (including: Remuneration, insurance cost, and Service Fee) on condition of express written confirmation by the Renter of this cancellation **at the latest on the first day of the Rental at 17:00 (FIVE) O'CLOCK PM.**

If the Remuneration has been paid to the Owner in spite of the cancellation carried out by the latter, the Owner will therefore be required to refund the full Remuneration to the renter. Otherwise, YESCAPA reserves the right to retain the amount due from the owner's remuneration from future bookings.

ii/. Impossibility of a direct Refund

Once this time frame has passed, the Remuneration of the Owner will be transferred to them and it then cannot be refunded to the Renter. The insurance paid to the Insurance Partner cannot be refunded either.

In this case, YESCAPA can only refund the Service Fees and the Renter must directly contact the Owner to request a refund of the Remuneration.

iii/. Events likely to prevent a Rental:

If an event likely to prevent the Rental of the Vehicle booked occurs, the Owner of said Vehicle must report this event immediately to YESCAPA.
Said report shall be transmitted by the Owner via email to the email address: **"contact@yescapa.com"** at least **24 (TWENTY-FOUR) hours** before the departure date of the Rental.

If the payment of the Remuneration has been made to the Owner, the latter commits to fully refund this amount to the Renter.

In the event of cancellation, the Owner commits to pay compensation of **€150.00 (ONE HUNDRED AND FIFTY EUROS)** to YESCAPA to the detriment of the Website notably due to the loss of service quality caused in regard to the Users or the grievance caused in terms of the Website community relations. This sum will be withdrawn from the Remuneration owed to the culpable Owner for their next Rental.

The only cases in which the Owner is not subject to pay the aforementioned compensation following a cancellation of a Booking are the following:
- Breakdown or immobilising accident of the rented Vehicle upon transfer of proof;
- Serious illness or accident that causes immobilisation or the inability to meet the Renter;
- Death.

YESCAPA's assessment of the legitimacy of the cancellation will take place after the submission of the supporting documents of the aforesaid cases.

Any cancellation by the Owner remains their sole responsibility and the Renter waives the right to seek any compensation from YESCAPA or hold YESCAPA liable in any way. **The Renter is entitled to seek compensation for damage directly from the Owner.**

iv/ . Instant Bookings
By choosing the option "Instant Booking" on their listing, the Owner agrees to rent their vehicle whenever a Booking request is confirmed by a Renter.
The owner commits to keeping their calendar up to date.

The Owner may cancel a confirmed instant booking within **24 (TWENTY FOUR) hours**, only in the event that the Booking request does not match the Rental conditions listed on their Listing. **If the Owner refuses a Booking request for reasons not listed in their Rental conditions they will be charged a penalty of**

€150 (ONE HUNDRED AND FIFTY EUROS) from their next booking for the unjustified cancellation.

4.8 Connecting other Users in the Event of Rental Cancellation

i/. Principle of the YESCAPA Mission

It should be recalled that the YESCAPA Company does not provide a Vehicle Rental service. It only enables **Vehicles Owners and Renters to contact one another** in order to allow the eventual Rental of these Vehicles.

ii/. Limit of the YESCAPA Mission

It is agreed that the Users of the YESCAPA Service cannot reasonably impose any performance obligation in terms of the security of the Rentals proposed by the User. It is in fact the responsibility of each User of the YESCAPA Service to respect the commitments made to the other Users.

If a Rental is cancelled by a User, it is only in terms of its mission to generate and maintain a community of Users capable of nurturing trustful relationships that YESCAPA endeavours to encourage, without guaranteeing a result, matchmaking between Users likely to confirm another Rental solution.

4.9 Insurance

i/. Purchasing Insurance

It is the responsibility of each Renter to insure the rented Vehicle. The insurance chosen by the Renter is subject to the agreement of the Owner.

The supply of "comprehensive" insurance for Motorised Land Vehicles and the eventual supply of a technical assistance for the benefit of the Renter and the Owner is offered to the Users.

To benefit from "comprehensive" insurance offered by the Website, the vehicle must be registered in one of the countries covered by the partner insurance companies. If Allianz Germany insurance is used for vehicles registered in Germany, the owner must inform their private insurance company of their rental activity, otherwise he could suffer forfeiture of cover. The owner can use his own insurance policy if it allows to cover the rental to third parties. He must notify the Website in writing.

In order to be authorised to carry out a Booking for the Rental of a Vehicle, the Renter must agree to the General Insurance Conditions for this purpose. The General Insurance Conditions are available directly on the YESCAPA Website or at the following address: **https://www.yescapa.com/all-the-insurances/**

Any Renter not satisfying these conditions assumes sole responsibility in regards to the Website, the Owner, or third parties.

ii/. Lapse of Coverage

Falsifications or errors affecting the data entered by Users can lead to a lapse of coverage.

Users cannot in this case hold YESCAPA liable.

Equally, failure of the Owner to provide the Vehicle's PTAC, its registration or its value as new may result in a lapse of coverage on the part of the Insurer.

iii/. Cancellation of a Booking

Insurance costs cannot be reimbursed. In the event of cancellation under the covid-19 policy (4.6, ii/) or under the force majeur conditions (4.6, ii/) the amount corresponding to the insurance costs may be reused on a future reservation in the form of a Rental Credit.

iv/. Reporting an Incident of Damage

In the event of damage caused during the Rental, its treatment by the YESCAPA team, and where applicable by the relevant Insurer, requires that a declaration form is transmitted by the Owner and the Renter (complete with the required documents), to YESCAPA no more than **24 (TWENTY FOUR) hours** after the event occurs (in the event that the vehicle is immobilised following the damage). If the damage does not prevent the Vehicle from being safely operated and it can continue the Rental then YESCAPA must be notified via the declaration form no more than **24 (TWENTY FOUR) hours** after the return of the Vehicle. Incidents can only be reported through a declaration form.

In case of damage caused during the Rental, each incident where the Renter is responsible or an identifiable third party can not be found, will result in the payment of a damage excess rate if the amount of damage is greater than the amount stated in the excess rate fixed by the insurance, or the payment of the amount of the repairs if this is less than the amount of the excess rate set by the insurance. The Renter agrees without exception or reserve to pay the relevant excess rate per incident of damage. This can result in the settlement of multiple damage excess rates over a single rental period. The Renter expressly authorises YESCAPA to charge their bank account the amount of the repairs that correspond to the excess rate defined by the insurance contracted over the rental period (one or more excess rates as the case may be), or to the amount of the repairs on presentation of an invoice or an estimate. In the event that the Renter refuses to sign the Rental contract or has not provided the documents necessary for the intervention of the insurance in case of damage caused to the Vehicle rented within a period of **24 (TWENTY FOUR) hours** mentioned above after the occurrence of the damage, an amount equivalent to that of one or more insurance excess rates, or the total amount of repairs payable, may be deducted and assigned to the reimbursement of such damage with a payment directly to the Owner. In case of damage caused that cannot be covered under the insurance, YESCAPA will establish a procedure according to the elements brought by the documents sent by the Owner and the Renter. This may result in the settlement of responsible damage upon presentation of an invoice and will be deducted from the Security deposit.
In the context of the mediation practised by YESCAPA for claims management or dispute, management fees of €49 (FORTY NINE) will be applied to the culpable party.

v /. Obligations of the Owner:
In the event of damage to the Vehicle caused during the Rental period, the Owner undertakes to report the damage and to forward the requested documents within the period presented in paragraph iv. In the event of damage covered by the insurance and assessed to be above the relevant excess rate, the processing of the opening of the claim by our Insurance partners requires that the documents and information referred to in article 4.4 - iii /. must be transmitted to YESCAPA within a period of no less than 24 (TWENTY FOUR) hours before the effective date of the rental. Subject to the proper communication of the documents and information referred to in Article 4.4 - iii /, which must be updated and valid. At the risk of also forfeiting the guarantee, the technical inspection of the Vehicle must not present any faults that can be linked to the cause of the damages.

Once the culpable party has been identified and the decision communicated by YESCAPA after reviewing the claim, the Owner undertakes to have the Vehicle repaired as soon as possible, this period may not exceed 15 days following the decision in the case where the Vehicle has no scheduled rental on the YESCAPA platform over this period.
In the case where the Vehicle is booked through YESCAPA during the mentioned period, the period may be extended up to 1 month after the decision.

For rentals in the UK insured with YESCAPA's policy provided by First Underwriting, in the event of a breakdown, the Owner gives consent to YESCAPA and to the Roadside Assistance provider to repair the Vehicle with costs of up to GBP 200 (TWO HUNDRED) in order for the Renter to be able to continue their rental. These costs will be charged to the Owner unless the Renter is proven responsible for the breakdown. If the owner's vehicle breaks down more than once while renting through YESCAPA, YESCAPA reserves the right to charge the owner GBP 200 (TWO HUNDRED) if the breakdowns are the result of poor vehicle maintenance.

Article 5. Intellectual Property Rights

All elements on the Website are the entire and sole property of the YESCAPA Company or partners of the Company. Any copy, reproduction, use, distribution, displaying or exploitation total or partial of any element on the Website by any means is strictly forbidden unless owning a prior authorization from the Website or the Company.

The Company YESCAPA also has full, exclusive ownership of photos and images added to the site by our users. The site thus reserves the right to freely use this material.

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The YESCAPA Company cannot be liable in case of violation of the rights of third persons related to any activity or any use not in accordance with the Website made by the User.

Article 6. Personal Data and Cookies

The personal data collected on and by the Website are automatically subject to a declaration to the "Commission Nationale Informatique et Libertés (CNIL)". Under the law "informatique et libertés" from 6 January 1978, the User has several rights of access, correction, modification and deletion of their data. Such rights can be exerted on the Website by email at the following address: "contact@yescapa.com".

The Website functions with the help of "cookies". These are solely intended to facilitate access and to improve the browsing for the User on the Website. Said cookies allow us to customise all the services provided by the Website. The cookies are composed of modules and files stored on the computer terminal of the User. The User can deactivate the cookies on their Internet browser. However, in order to improve, to facilitate and to maximise the navigation on the Website, it is advised that the User configure the computer and navigation software in order to authorise the use of cookies. **The messages exchanged between Users and the Comments voluntarily published by the users remain their responsibility. They must satisfy the demands of comity and good conduct stipulated in these General Terms and Conditions. They can be freely deleted by the User or even by the YESCAPA site Administrators on legitimate request from a User justifying the abusive nature of a comment.**

Article 7. Applicable Law and Competent Courts

These General Terms and Conditions and the agreements concluded between the Owners and Renters during their matchmaking on the Website are subject to French law.

YESCAPA and the Users agree to refer any dispute or Relating to the application or interpretation of this agreement to the Court of the domicile or the defendant's registered office.

Last Update 03/05/2022

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