

General Terms and Conditions of Sale and Use of the Yescapa Website and Service

Last update date:

05/09/2025

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yescapa.co.uk

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Definitions

"Company": The Company YESCAPA.

"Compensation": Sum of money paid by the Traveler to the Owner of a Vehicle in return for the provision and rental of the Vehicle.

"Deductible": In the context of the insurance contract taken out by the traveler, the deductible is the amount remaining at the insured's expense (the traveler) in the event of a claim. There are as many deductibles as there are events for the same rental. The amount is indicated in the general conditions of our insurance partners. Depending on the country of registration of the vehicle and the insurance used, the Yescapa website offers an option for partial deductible buyback, thus reducing the amount. The amount of the deductible and the possible buyback is indicated in the general conditions of our insurance partners.

"Heavy Vehicle (HV)": Any Vehicle whose GVWR is greater than 3.5 tons. This type of Vehicle requires a special license. It is also the responsibility of each Owner and Traveler to verify the compliance of the insurance with the regulations in force for this type of Vehicle.

"Light Vehicle (LV)": Any Vehicle whose Gross Vehicle Weight Rating (GVWR) is equal to or less than 3.5 tons.

"Offer": Offer made by the Owner of a Vehicle to make the Vehicle available for rental to Travelers. **"Owner"**: Includes all Owners of Vehicles wishing to offer them for rental on the Website. The Owners concerned are those whose occasional vehicle rental activity is carried out privately and does not constitute a main source of income, or those whose vehicle rental activity is carried out professionally and constitutes a main source of income.

"Price": Total amount of a rental including the Compensation, the Website's Service Fees, and the services selected by the Traveler.

"Profile": Data voluntarily provided by a User during registration on the Website or during use of the Website.

"Recurring Payment": Recurring payment is a mechanism allowing automatic billing of users without requiring manual action for each payment.

"Rental Agreement": Agreement by which an Owner grants the use of a Vehicle for a specified time and price. It sets the conditions agreed upon between the parties during the rental period. **"Reservation"**: Action by a Traveler to reserve a Vehicle and obtain its use for a predetermined period agreed with the Owner.

"Review": Comments and/or evaluations made by a User regarding a Vehicle and/or another User published following a contractual relationship between Users.

"Security Deposit": Amount deposited by the traveler intended to cover any potential damage to the vehicle, the insurance deductible, and other breaches of the rental agreement. **"Service Fees"**: Remuneration as received by the Website.

"Traveler": Refers to any person wishing to rent a Vehicle to be its main driver. The above definitions apply equally in the singular and plural.

"User": Indifferently includes Owners and Travelers.

"Vehicle": Motorized Land Vehicle (MLV) for leisure or of the camper van type in category 4

Article 1. Preamble

The website "www.yescapa.fr" and the Android and iOS mobile applications (hereinafter, the "Website") are published as a social network intended for Owners and Users of leisure vehicles and camper vans (hereinafter, the "Vehicles").

The Website allows individuals (hereinafter, the "Travelers") wishing to rent this type of Vehicle to connect with Vehicle Owners (hereinafter, the "Owners") willing to rent their Vehicles privately or professionally. Travelers and Owners are considered "Users" of the Website or the service provided by the Website.

The Website thus allows:

- Owners to make Vehicles available for a fee. Users are free to determine the terms of the Vehicle rental agreement between them. Similarly, Users autonomously determine the form and content of the agreement.
- to offer a service to Users to communicate and exchange any information and advice. A dedicated space is provided for this purpose within the Website.

These General Terms and Conditions of Sale and Use aim to define the terms of use of the Website, the relationships established between the Website and its Users, and the organization of relationships between Users on the Website only.

Article 2. Scope of Application

Use of the Website and the Yescapa service is subject to the unconditional acceptance by any User of these General Terms and Conditions. Prior to finalizing their registration on the Website, Users must check the option **"I accept"** to confirm their adherence to the General Terms and Conditions.

Use or participation in the Yescapa service is subject to the Users' unconditional adherence to 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 FRANCE. Users declare that they understand and unconditionally accept these general terms and conditions written in French.

These General Terms and Conditions govern all relationships established between Users for the use of the Yescapa service.

User registration requires the prior creation of a Profile.

Any User declares that they have full legal capacity allowing them to use the Website and unconditionally accept the General Terms and Conditions.

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

These General Terms and Conditions may be modified by Yescapa as needed. Users will be informed of any modification of these General Terms and Conditions by announcement on the Website.

Article 4. Use of the Yescapa Service

4.1. Use of the Website

i/. The Yescapa Concept*

The Website offers a service for connecting Users, whereby the Owner offers a Vehicle for rental. The Traveler can accept the proposed rental of the Vehicle on the Website and use the Vehicle as part of a rental whose terms will be agreed upon with the Owner.

The Website mainly acts to connect Users and assist Users in validating the necessary elements and documents for making Vehicles available.

Yescapa cannot be held responsible for any breach and/or dispute resulting from the behavior, whether at fault or not, of an Owner or Traveler when using the Website or the Yescapa service, or the execution of a Rental Agreement by the Users. Furthermore, Yescapa cannot be held responsible for the mechanical condition of the vehicles. The owner undertakes to maintain their vehicle in good general mechanical condition and to check all safety elements. They also ensure compliance with the periodicity of technical inspections. Yescapa cannot be held responsible for any defects mentioned in the technical inspection that do not prevent the vehicle from circulating, in accordance with the law in force.

In the event of a mechanical breakdown during a rental affecting a component of the vehicle mentioned as having a minor defect in the latest technical inspection in force, and in the absence of an invoice showing that a repair has been made to correct this defect, or if the vehicle's first registration date is 20 years or older, the owner will be responsible for the full cost of repairs and cannot hold the renter or Yescapa responsible for the occurrence of this breakdown.

Generally, unless there is misuse by the renter, mechanical breakdowns are attributed to natural wear and tear and maintenance of the vehicle, and responsibility lies with the owner.

In the event of a conflict between Users, and without this extending the scope of its responsibility or commitments, Yescapa will endeavor to propose, within its means, any useful solution to resolve this conflict or offer a User an alternative.

In the event of cancellation of the rental by the Traveler, the insurance fees are not refundable and are retained by the company, reclassified as turnover as a cancellation penalty.

By accepting the general terms and conditions, both Traveler and Owner users agree to use the website in good faith. Users may not, therefore, misuse the website and use Yescapa as a means of communication for the purpose of completing a rental outside the website. No payment for the rental can be made outside the website. Any breach of this principle will be considered as unfair competition if initiated by an Owner. Yescapa reserves the right to pursue any user who does not comply with these conditions.

The missions carried out by the Company YESCAPA as part of the operation of the Website are exclusive of a Vehicle rental service; They can be defined in a limited manner as follows:

- 1° Management of User registrations on the Website;
- 2° Connection of Users;
- 3° Provision of "multi-risk" insurance for Motorized Land Vehicles or technical assistance for the benefit of the Traveler and the Owner as part of the provision of Vehicles;
- 4° Dynamization of relationships, exchanges, and rental transactions of Vehicles between Users;
- 5° Encouragement of quality relationships between Users;
- 6° Monitoring of payments between its members made using the solution developed in collaboration with the electronic money issuer partner company LEETCHI SA.

ii/. Payment Security

Transaction security is ensured by the company MANGOPAY SA, a public limited company with a capital of 2,000,000 euros, whose head office is located at 59 Boulevard Royal, L-2449 LUXEMBOURG and registered in LUXEMBOURG under number B173459, authorized to carry out its activities in FRANCE and approved by the Financial Sector Supervisory Commission, 110 route d'Arlon L-1150 LUXEMBOURG: <http://www.cssf.lu/>

[General Terms and Conditions of Use of the Mangopay Solution](#)

Yescapa cannot be held responsible for payments made directly between Owners and Travelers. The Website only guarantees the security of electronic payments made through our partner LEETCHI.

The Yescapa Website is accessible via the Internet, free of charge, without exception or condition, and anywhere by any User with Internet access. Occasional Users who do not have a "User" Profile created following regular registration on the Website cannot access the services reserved for regularly registered Users.

The Website undertakes to implement all means at its disposal to ensure quality access to its services. The obligation being one of means, the Website cannot guarantee any specific result. Any event due to a case of force majeure resulting in network or server malfunction cannot engage the responsibility of YESCAPA. Access to the Website's services may be interrupted, suspended, or modified at any time without notice for maintenance or any other reason.

iii/. Payment Methods

The Traveler undertakes to pay the full rental amount on the website, according to the different payment solutions offered by YESCAPA, according to the deadlines indicated by the Website and before the rental start date.

Validity of Bank Cards

The bank card used to pay for the rental must be valid for 1 month after the rental return.

Interest-Free Payment in 2 Installments

Reservations confirmed before 06/08/2025 at 12:00 PM (noon)

Interest-free payment in two installments can be offered more than 35 (THIRTY-FIVE) days before the rental departure and takes the form of payment of the total amount due with deferred debit. In the case of payment in two installments, the Traveler undertakes to pay the remaining balance within the deadlines established by the website. In the event of failure to debit this balance, the rental will be considered canceled more than 30 (THIRTY) days before departure, and the funds guaranteed to the owner will be limited to the first debit.

Reservations confirmed on or after 06/08/2025 at 12:00 PM (noon)

Interest-free payment in two installments can be offered more than 45 (FORTY-FIVE) days before the rental departure and takes the form of payment of the total amount due with deferred debit. In the case of payment in two installments, the second installment will be automatically debited 35 (THIRTY-FIVE) days before departure. The Traveler undertakes to pay the remaining balance within 5 (FIVE) days following the attempted debit, i.e. no later than 30 (THIRTY) days before departure. In the event of failure to debit this balance by this deadline, the rental will be considered canceled more than 30 (THIRTY) days before departure, and the funds guaranteed to the Owner will be limited to the first debit.

Payment in 4 (FOUR) Installments with Floa Bank

Payment in 4 installments is offered after an initial verification of the eligibility conditions for subscribing to a loan. These conditions are set by our partner Floa Bank.

When confirming by clicking on "Continue" you agree that your data will be used for the purpose of evaluating your borrower profile. More information on Floa Bank's privacy policy:

<https://www.floabank.fr/mentions-legales>

The Traveler has a withdrawal period of 14 (FOURTEEN) days for the credit payment of the rental. Cancellation of the credit payment is therefore possible within 14 days, and the Traveler must then settle the total rental amount within the deadlines established by the website.

This withdrawal period concerns exclusively the Payment method in 4 (FOUR) installments with our partner Floa Bank, it does not in any way call into question the validity of the rental, nor the Traveler's commitment to pay the total amount.

PayPal

The PayPal service allows you to pay for a rental without providing bank card details. The user

wishing to pay by PayPal must first create an account on the PayPal website or application. PayPal payment is offered when the security deposit is managed by the owner.

Gift Cards

Gift cards available on the Yescapa website are valid for one year from the purchase date of the gift card. The purchase of gift cards is not refundable after the legal withdrawal period of **14 (FOURTEEN) days** from the purchase date of the gift card.

The gift card is limited to one use and is intended for the payment of a rental. If the rental amount is less than the gift card amount, the user cannot claim a refund of the difference.

In case of owner's cancellation, regardless of the reason, the amount used from the gift card cannot be refunded to a bank account and will instead be recredited to the gift card.

Promotional Codes

Promotional codes may be provided by Yescapa and are limited to one use per person and per rental.

These promotional codes are only valid when booking a vehicle and cannot be applied after payment for the rental.

In the event of non-use or forgetfulness during the reservation, no refund will be made for the amount corresponding to the promotional code.

Recurring Payment:

This payment method is used for the initial payment and for any subsequent transactions involving additional fees, such as deductible payment, vehicle repairs, fines, or tolls. Recurring payment is a method that allows funds to be automatically debited from the renter's account if necessary, without requiring manual authorization for each transaction.

It is important to note that recurring payment is only used in the context where compensation is necessary, and when the renter's responsibility is engaged. It will not be used in other circumstances that do not require compensation or if the renter's responsibility is not engaged.

iv/. Tax Information Sharing

In accordance with the Digital Administrative Cooperation called DAC7, the company Yescapa is required to collect specific tax data from its users. This includes the information necessary to ensure tax transparency, such as the income generated by the owners. In accordance with the requirements of DAC7, Owners agree that the data relating to the income generated on Yescapa will be securely shared with the competent tax authorities.

4.2. User Accounts

i/. Profile

Each User wishing to register on the Website must obligatorily create a "User" Profile. Creating such a Profile requires the User to provide information and data about themselves, which includes personal data. The Website is in no way responsible for the communication of incorrect, outdated, or incomplete information by Users.

Each User has a unique identifier and an access code allowing them to access their Profile directly. The User undertakes to keep such elements confidential and never communicate them. The User undertakes to create only one "User" Profile.

The User declares and guarantees that the information and data communicated are sincere and valid. They are responsible for modifying them if they have changed or been modified. The information requested during registration on the Website is necessary and mandatory for creating the User's account. In particular, the User's email address may be used by the Website for administration, management, and animation of the service.

The Website ensures that the User's personal information is collected and processed in compliance with privacy in accordance with Law No. 78-17 of January 6, 1978 relating to data processing, files, and freedoms. The Website is declared to the CNIL under number 1931314 v 0.

In accordance with articles 39 and 40 of the law dated January 6, 1978, the User has the right to access, rectify, delete, and object to their personal data. For more information, please refer to our privacy policy available at the following address:

<https://www.yescapa.co.uk/privacy/confidentiality>

In the event of non-compliance with the platform's terms of use or behavior deemed abusive by the platform, a User may have their status withdrawn and/or their "User" Profile closed, and this will be at the discretion of the Website Administrators.

The banned and/or closed User will be informed by sending an email to the email address they provided when registering on the Website.

ii/. Website Organization

The Website consists of a public space and a private space, respectively accessible under certain conditions and/or restrictions:

The public space allows direct access to the Website, use of the Website as an unidentified User, benefit from certain services and functionalities offered by the Website, including those concerning the consultation of vehicle rental offers.

The private space is accessible subject to identification and registration by the User. Such identification requires the prior creation and registration of a Profile. The private space mainly allows the publication of vehicle rental offers, modification of communicated information, reservation of offers, addition of comments, and certain possibilities for managing vehicle rental offers.

iii/. Content

The Website does not guarantee the accuracy of the information and content indicated by Owners

regarding the Vehicles offered. The Website reserves the right to accept or refuse offers made by Owners. The Website cannot be held responsible for any infringement of any right held by a third party or a User, any inaccuracy or error affecting the content of offers posted online by Owners. The same applies to comments, Reviews, or information published by any User.

Each Owner undertakes to provide an accurate, objective, up-to-date, and truthful description of their Vehicle.

If they wish, Users can publish and make available content on the Website, mainly in the form of stories and advice. Each User is entitled to appreciate this content provided that they never violate public order, morality, and/or the honor or reputation of any person. Similarly, such content must not contain any illegal, unlawful, or potentially harmful element.

iv/. Evaluations

The User undertakes to complete an evaluation form relating to the people with whom they have shared a contractual relationship as part of one or more services offered by the Website at the end of the contractual relationship.

The Website makes the evaluation form public and publishes it on the evaluated User's Profile under the "Reviews" category. The User who completed the evaluation undertakes not to indicate any information or element likely to harm the honor or reputation of the evaluated User.

The User is solely responsible for the content and/or evaluations. Furthermore, the User undertakes to bear the sole consequences of such content and/or evaluations. The User expressly authorizes the Website to publish the content and evaluations on the Website. Such authorization applies to publications on any type of medium, in any place, by any means, for the entire world, and at any time.

The Website is authorized to use and/or exploit the content and evaluations in a commercial context or with the help of Website partners.

The Website may refuse to publish a review that does not comply with this overall obligation of good conduct. The Website also allows Users to report any content or evaluations that may violate public order, morality, good morals, and/or the honor or reputation of any person or entity, as well as content or evaluations containing any element that may be considered illegal, unlawful, or potentially harmful.

In the event of a breach of this overall obligation of good conduct, the Website undertakes to delete the content and Reviews without delay. Any element likely to harm the principle thus stated may lead the Website to withdraw a User's status and/or close their "User" Profile, and this will be at the discretion of the Website Administrators. The banned and/or closed User will be informed by sending an email to the email address they provided when registering on the Website.

The Website reserves the right to temporarily suspend the publication of a review in the event of a dispute between users to study the version of each party. Depending on the available elements, Yescapa reserves the right not to publish the review and to apply any control measure on the advertisement and/or the users related to the review to ensure the quality of service.

4.3. Relationships between Users

i/. Contractual Principle

Users are autonomous regarding the consultation and appreciation of the quality of offers, the provision of a Vehicle, and the acceptance of a request from a Traveler. The Owner and the Traveler must obligatorily agree before concluding a Rental Agreement prior to any rental of the Vehicle. Users are required to respect the commitments ratified contractually.

ii/. Proposal of a Rental Agreement

The Website makes available to Users a predefined model of a Vehicle Rental Agreement. The Users are free to use the Rental Agreement model, or to modify, adapt, arrange, or use any other document of their choice; if this is the case, the Users are responsible for the conditions they have signed. The owner undertakes to communicate in the description of their advertisement any element different from or contrary to the predefined Rental Agreement model from Yescapa.

The Rental Agreement provided by the Website is governed by the [Clauses of the contract](#). 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 arrangement that may have been discussed by the users.

The principle of the relative effect of Contracts prohibits Users from finalizing a Contract that may engage a non-signatory third party. The Traveler and the Owner undertake, by signing a Contract, to perform the obligations thus defined. They engage their sole responsibility for this Contract and cannot generate any obligation enforceable against YESCAPA.

iii/. Choice of Another Contract

The Website cannot be held responsible for the use of any other contractual document, whatever it may be, allowing the rental of a Vehicle and will not be able to mediate. If any other contractual document or Contract is used by the Users, the Owner undertakes to communicate it to the Renters before confirming the reservation. In this Contract, the owner undertakes to present and describe their Vehicle, as well as the characteristics and equipment listed in their advertisement.

iv/. Contractual Obligations of the Owner Regardless of the Contract

The Owner also undertakes to set and formalize a determined Price, as well as a precise and unambiguous rental period. The Owner undertakes to make available only Vehicles in perfect working order and perfect driving condition. If the Vehicle is a Heavy Vehicle, the Owner undertakes to notify the Website and clearly indicate this in the description of their advertisement.

The Owner undertakes to provide an up-to-date description corresponding to the actual characteristics of the Vehicle and prohibits misleading the Traveler about the characteristics of the rented Vehicle. The Website is not responsible for any truncated, incorrect, or false descriptions of the Vehicle. 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 renters with the original or copy of the registration document, insurance, and technical inspection. It is possible to request a certified copy of the Registration Certificate from a police station to enhance the credibility of the document in the event of a road check during a rental.

v/. Dispute between Users

In the event of a dispute regarding the use of the service, Users undertake to submit their dispute to the mediation provided for this purpose by YESCAPA. The Website undertakes to propose, as soon as possible, any useful mediation solution in the event of a dispute between Users.

This mediation will be proposed by impartially considering the elements provided by each party to the conflict. The implementation of this mediation will be conditional on the production by the

Owners and Travelers in conflict of a Rental Agreement completed and signed, in accordance with the Contract Clauses stipulated on the Website.

Yescapa will propose, where possible, an outcome in accordance with these General Terms and Conditions and the Contract Clauses. The parties have 3 days to review the proposed outcome and accept it. The result of the mediation depends on the goodwill shown by the Users; It is not by nature subject to any obligation of result incumbent on YESCAPA. If the parties cannot resolve their dispute through the mediation proposed by YESCAPA, they alternatively have the option of contacting their Advisors to reach an agreement or contacting and submitting their dispute to the competent courts.

vi/. Rental with a Professional Renter

In the case of a rental with a Professional Renter, the latter applies their own rental contract. The Renter undertakes, for each rental, to read, accept, and sign it.

The conditions stipulated in this contract will prevail over any other provision and will govern all the rules applicable to the rental, as well as the management of claims, damage, fines, and tolls.

4.4 Vehicle Rental Terms

i/. Registration of Travelers

When registering, Travelers must enter their civil status and contact information on the Dashboard. They must digitize and communicate at least 48 (FORTY-EIGHT) working hours before any rental the following documents:

- Valid driver's license;
- ID number if this information is requested on the Traveler's profile.

YESCAPA supervises, without obligation of result, the registration of Travelers and reserves the right to remove a Traveler registered on the Website or refuse a document if the elements or documents communicated are irregular, illegible, or incorrect.

Travelers give their consent for the documents thus communicated to be provided to the Insurance Company requested for a rental, or to the electronic payment partner LEETCHI, or to a third-party remote identity verification service Onfido or Ubbble.

ii/. Driving of Rented Vehicles

The Traveler undertakes to guarantee normal and careful use of the vehicle. They undertake and are obligated to comply with the provisions of the Highway Code and the user manual of the Vehicle from the Manufacturer, as well as the recommendations of the Owner. During the rental, in the event of a notable finding of a potential malfunction (unusual noise, dashboard light, shaking, or any other symptomatic manifestation of a mechanical anomaly), it is the renter's responsibility to ensure that the vehicle is in a condition to continue the rental by having it inspected by a professional mechanic while informing the owner in advance.

In the event of an offense committed by the Renter during the rental, the latter must take full and complete responsibility for any fine or violation upon presentation of the fine or violation dated and showing the license plate of the rental vehicle. Similarly, tolls or gates crossed during the rental period remain the responsibility of the Renter. In the absence of spontaneous resolution by the renter, Yescapa reserves the right to debit the card used for payment up to the amount of the fine, toll, or gate. However, the amount must be greater than 5 € for the case to be handled and processed.

In the event of a fine or violation occurring during a reservation, the owner can share the renter's data indicated in the rental contract to declare the renter as the driver of the vehicle and send them the fine.

iii/. Registration of Owners and their Vehicles

When registering, Owners undertake to present their Vehicle by completing a detailed description and a price list. These two obligations must necessarily be filled in accordance with these General Terms and Conditions, objectively and in accordance with the reality of the requested information.

The Owner must indicate on the detailed descriptive sheet of their advertisement the exact number of Secured Seats. Failure to do so may result in cancellation of the Rental, resulting in a full refund of the Reservation Balance in favor of the Traveler.

The Website cannot be held responsible for any error, omission, or inaccuracy, whether intentional or not, made by the Owner regarding the description or evaluation of the Vehicle.

They must enter the vehicle's characteristics on the Personal Space under penalty of loss of insurance coverage, namely:

- Vehicle Weight (GVWR);
- Registration;
- New Value of the Vehicle.

They will complete the vehicle description elements by enhancing the rental offer through the communication of any particular information or photographs.

Under penalty of rental cancellation, Owners must also digitize and communicate at least 5 (FIVE) working days before any rental the documents requested on the "documents" tab of the vehicle's advertisement page.

In the absence of one of these documents, the advertisement may be suspended from the website, resulting in the loss of any confirmed future rentals, without being able to claim any compensation for the expected remuneration. In the event that one of the documents expires between the reservation date and the rental start date, the owner undertakes to transmit the renewed document under penalty of the sanctions mentioned above.

Communication of documents establishing their civil status (ID card, Passport) and Driver's License is also required. Owners give their consent for the documents thus communicated to be provided to the Insurance Company requested for a rental, or to the electronic payment partner LEETCHI.

The Owner undertakes and is obligated to provide a RIB for the bank account to which their Remuneration is paid, as well as the front and back of the ID document (or interior if it is a passport) of the bank account holder. For individuals, the bank account holder must be the same person as the account user holder.

Insurance coverage will take effect subject to the proper communication of all the elements thus mentioned.

Supervision of the documents entered and the Owner's declarations will be carried out by YESCAPA as part of simple assistance and without obligation of result. This supervision will particularly concern the elements establishing the weight of the Vehicle, its registration, and its new value. It will concern the authentication of the Owner and the fact that the Vehicle is indeed suitable for rental. The control will be undertaken only during the registration of the Vehicle on the Website, so Travelers cannot require or oppose YESCAPA the necessity of subsequent compliance control. The Owner undertakes to keep the required documents up to date on the website. YESCAPA cannot ensure permanent supervision of these elements, and their updating is the sole responsibility of the Owners.

No Vehicle can be offered for rental prior to the completion of this compliance check. YESCAPA reserves the right to remove any Vehicle offered for rental on the Website if the elements or documents corresponding to this Vehicle are irregular or incorrect. Errors in data entry leading to loss of insurance coverage will be the sole responsibility of the Owners.

Following a breakdown or any other type of incident, a Vehicle may be suspended from the Website by YESCAPA to verify that the Vehicle is suitable for rental. YESCAPA reserves the

right to remove any Vehicle offered for rental if it represents a risk that could harm the quality of the offer. This removal may result in the cancellation of future reservations, and the Owner of the Vehicle cannot claim any compensation for the expected remuneration.

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 advertisement proposed on the Yescapa platform. The vehicle must correspond to the interior/exterior photographs proposed on the website. In the event of a dispute, the renter must provide proof of the vehicle's non-compliance (photographs, videos, etc.). In the event of refusal to take possession, the rental must be canceled on the website by the renter, who will specify at the time of cancellation that it is "due to the owner." A study will then be conducted to determine whether the compliance of the advertisement is at issue.

iv/. Conditions Applicable to Owners

The Owner must guarantee:

- full and complete ownership of the Vehicle;
- make available a vehicle in perfect working order and in compliance with legal uses and provisions, including with an up-to-date technical inspection;
- in cases where the owner provides the rental insurance themselves, they must verify that it covers all drivers of the rental;
- their presence during the entry and exit inspection to verify the condition of the vehicle before and after the rental by signing the rental contract. In the absence of their presence, the owner can transfer responsibility for the inspection provided that the person carrying it out on their behalf is the same for the entry and exit inspection. In the case where the vehicle is registered in Italy, the owner cannot transfer responsibility for managing the rental and undertakes to carry out the entry and exit inspection;
- that they do not offer for rental any Vehicle(s) not authorized by the laws and regulations;
- that the documents and information entered are authentic and sincere;
- communicate to Yescapa or any traveler who requests it from the owner the registration certificate, insurance certificate, technical inspection certificate, and any document attesting to the vehicle's eligibility on the Platform;
- ensure the vehicle is clean inside and out, water and fuel levels before departure.

In the event that the owner fails to comply with one or more of these obligations, the renter will have the right to refuse to take possession of the vehicle by canceling the rental through their profile and may claim a full refund of the owner's remuneration. Such behavior by the owner may result in the removal of their advertisement from the website and consequently the loss of future confirmed rentals without being able to claim any compensation for the expected remuneration.

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

Furthermore, the Owner must maintain pricing consistent with the value of their Vehicle and its equipment, its age, and its mileage so that the total VAT rental price remains in line with the philosophy of the Website. Similarly, the Owner cannot charge fees for gas consumption, as this is a consumable that is difficult to measure and must be included in the rental rate.

Transfer of Vehicle Ownership.

In the event of a transfer of ownership or claim of ownership of a vehicle between two physical or legal parties, or if Yescapa becomes aware of such an event, we reserve the right to take appropriate measures to ensure the integrity of our platform.

These measures may include the temporary suspension or permanent removal of the vehicle's advertisement in question, as well as the cancellation and refund of current reservations. If the new owner wishes to take over an advertisement for this vehicle, they must create an account on our platform and then create the advertisement and provide documents justifying their ownership of the vehicle.

The transfer of an account between two users cannot be proposed. These actions aim to prevent any risk of fraud, abuse, or conflict between the users of our service.

4.5 Compensation and Reservation Terms

i/. Compensation Due to the Owner Using the Yescapa Service

Compensation is due through the MANGOPAY payment method by the Traveler to the Owner from the day of confirmation and acceptance of the rental by the Owner.

It is determined autonomously by the Owner. YESCAPA cannot in any way intervene with Users to organize or determine the setting of the Owner's Compensation.

Compensation varies depending on the rate applied during the rental period, less the service fees applied by Yescapa. These fees vary depending on the Owner's status (private or professional) and the vehicle's country of registration. The details of these fees are indicated to the Owner and appear on the invoices and payment summary.

The Compensation is due for an amount including the day and time of taking possession of the Vehicle by the Traveler and ****the day**** as well as ****the time**** of returning the Vehicle by the Traveler to the Owner. It may be increased by the costs of insurance, camper van assistance, options subscribed to by the User, and the Service Fees of the Company YESCAPA. Signing the Rental Agreement by the Traveler implies acceptance of the Service Fees, Compensation, and their increases regarding the costs listed above if they have been subscribed to by the Travelers.

In the event that the Traveler has paid the Rental Price via online payment on the Website, the Owner will receive the rental Compensation by bank transfer via the MANGOPAY solution from our partner LEETCHI. This transfer will be made on the 2nd working day of the rental. In the event of a breakdown reported within the first 48 hours of a rental, Yescapa reserves the right to block the payment of the Compensation to study the responsibility for the breakdown, which may result in a full or partial refund of the rental. Furthermore, a withholding of future compensation, cancellation of future rentals, and suspension of an advertisement may occur in the event that the

owner practices an abusive retention of the security deposit for any other rental concerning them, to ensure compliance with the contract clauses and mediation in the event of damage during rentals.

The Traveler is not authorized to take possession of the Vehicle until confirmation of the good online payment of the Rental Price. The Owner has the right to refuse to entrust their Vehicle to the Traveler if the latter cannot prove good online settlement of the amounts due for the rental.

The parties freely and mutually agree on the rental period. 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 8:00 PM on the last day of rental.

The Yescapa website offers the possibility to start or end a rental at half a day. In this case and unless otherwise agreed in writing between the parties, taking possession of the vehicle for the rental takes effect at 2:00 PM and ends at 12:00 PM.

If no agreement can be reached on this point, the rental will be canceled, and the Compensation received by the Owner will be fully refunded to the Traveler. Similarly, any behavior contrary to the terms provided at the time of reservation may result in cancellation and loss of compensation for the Owner.

ii/. Service Fees Charged for the Yescapa Service to Travelers

Service Fees are applied to each reservation request and paid by the Traveler. Use of the Yescapa service implies unconditional acceptance by the Traveler of the amount of fees set out in these General Terms and Conditions. The amount of the Service Fees is included in the Price agreed upon between the parties. They vary depending on the rental period, the volume of rentals by Owners, whether the Owner is a private individual or professional, and whether the Vehicle's insurance is used. The amount of these fees is indicated in the rental details before any reservation request and on the invoice after confirmation.

iii/. Publication of a Vehicle Advertisement

The Owner can put their vehicle up for rental on the Website. Advertisements must comply with the conditions set out in Articles 4.2 and 4.3. Posting advertisements is free.

If the Vehicle in question does not meet the conditions required by Articles 4.2 and 4.3 of these Terms, the Website Administrators reserve the right to make the Vehicle's advertisement inaccessible, namely, without this list being exhaustive, in one of the following cases: - following report(s) by one or more Travelers mentioning their dissatisfaction with the Vehicle or the Owner's behavior;

- in the event of non-compliance by Owners with the updated General Terms and Conditions;
- if the Owner violates the necessary cohesion of the User community.

iv/. Security Deposit

The Security Deposit is intended to cover any potential damage caused to the Vehicle during the rental. It can be used to cover the costs of repairing the vehicle in the event of a claim or damage, as well as the insurance deductible. The Security Deposit also aims to cover excesses in kilometer packages and any amount due to the owner by the Traveler due to the rental, in accordance with the rental agreement clauses.

Management of the Security Deposit is conditional on the signing by both parties (Traveler and Owner) of the rental contract and the inventory at the start and end of the Rental. This management can be carried out by the Owner themselves or by YESCAPA, with the management method specified in advance in the owner's advertisement.

The security deposit will be kept until the case is resolved to cover the repair(s) to be carried out for which the Renter is responsible.

1. Management of the Security Deposit by YESCAPA

When the management of the Security Deposit is entrusted to YESCAPA, no amount is handed over on the day of departure. After activation of the security deposit, the owner no longer has the possibility to deactivate it. However, YESCAPA reserves the right to cease offering this service to any owner in the event of abusive use of the service. This management will be billed to the owner according to the daily rate in force at the time of rental.

Once activated, the Owner cannot require any amount in cash as a security deposit. Such behavior could result in the cancellation of the rental, depriving the Owner of the corresponding compensation. By confirming a Rental, the Traveler undertakes to have the amount of the Security Deposit indicated in the advertisement available on the bank account associated with the card used for payment.

The security deposit may be debited from this payment method, up to a limit of €2000 or the amount of the deductible provided for in the contract. If the amount due to the Owner exceeds this amount, it is their responsibility to take steps to recover the difference.

In the event of a report of damage, YESCAPA will immediately debit the maximum recoverable amount, including in the event of an incident with a third party. The security deposit will be kept until the case is resolved to cover the repair(s) to be carried out for which the Renter is responsible. At the end of the case processing, any amount not attributable to the Renter will be refunded to them.

Payment of any amount to the Owner for the management of the security deposit will only be made after the case has been processed by YESCAPA and must be justified. YESCAPA may require justification from both parties. The Traveler will be informed of the details of the amounts debited.

In the event of a technical impossibility to debit the amount due, YESCAPA will initiate a recovery procedure with the Traveler.

Specific Conditions:

Advertisements with security deposit management by YESCAPA can only be reserved with payment by bank card.

2. Management of the Security Deposit by the Private Owner

The Security Deposit must be paid in the form indicated in the advertisement. In the absence of information, any means of payment acceptable in the vehicle's country of registration may be accepted.

If the terms of the security deposit payment are agreed between the Users, the Traveler makes a firm and irrevocable commitment to pay the amount of the security deposit upon first request from the Owner and waives any objection or exception related to the rental contract. Failure to pay the security deposit will result in the cancellation of the rental without the possibility of a refund for the renter.

Return of the Security Deposit

- **In the absence of damage**, the private Owner undertakes to immediately return the security deposit at the end of the rental.
- **In the event of damage noted on the return inventory**, the Owner retains the security deposit, and both parties undertake to immediately declare the damage to YESCAPA via the declaration form available on the reservation in accordance with the conditions provided in "4.9 Insurance, iv/. Damage Declaration".

Any document or information requested by YESCAPA and not provided by one of the parties may result in the loss of the right to compensation from the security deposit.

Mediation and Recourse

If the parties request mediation from YESCAPA, YESCAPA will arbitrate the management of the security deposit in full. The Owner and the Renter undertake to respect the decision resulting from this mediation.

In the event of the Owner's refusal to return all or part of the security deposit after a mediation decision, they may be considered to be abusively retaining it. This may result in:

- Withholding on their future compensation to compensate the affected Renter
- Suspension of their advertisement for abusive behavior
- Possible legal action taken by the Renter

During a dispute over the management of the security deposit and in the absence of an amicable agreement between the Traveler and the Owner, YESCAPA offers a mediation service billed at €49.00 to the Traveler.

3. Management of the Security Deposit by a Professional Owner

In the event of a Rental with a Professional Owner, management of the Security Deposit is exclusively carried out by the latter.

The professional owner applies their own conditions regarding the security deposit, including the payment methods and return deadline. These conditions must be mentioned in their advertisement and will be applied to the rental.

4. Modification of Security Deposit Management Terms

If the security deposit management method is modified after confirmation of the rental, the Renter is entitled to request that the security deposit management complies with the terms initially stipulated.

The Owner undertakes to respect this principle, and any refusal will result in a refund of the rental to the Renter.

v/. General Reservation Rules

Any reservation request must be sent at least 48 (FORTY-EIGHT) working hours before the Traveler takes possession of the Vehicle. After this deadline, the request will be sent and processed by our services; however, the Yescapa company cannot guarantee full service within a period of less than 48 hours before departure.

Each User undertakes to carefully study the rental offers for Vehicles, taking into account their date(s) of availability, models and categories of Vehicles, the general condition of the Vehicles, and the geographical location of their Owner.

When a potential Traveler selects a Vehicle that meets their needs, they can make a reservation request for the Vehicle corresponding to the offer and must obligatorily mention the dates on which they wish to have the Vehicle. Sending the request is subject to unconditional acceptance of these General Terms and Conditions.

By sending an email and/or a mini text message ("SMS"), or using the available communication methods, the Owner is informed of the reservation request for their Vehicle for the specified dates. They then determine and confirm whether they wish to make their Vehicle available for the specified dates. The Owner undertakes to respond within a maximum deadline of 24 (TWENTY-FOUR) hours, under penalty of cancellation of the reservation request, by accepting or refusing the reservation requests sent to them.

In the event of agreement by the Owner, by sending an email and/or a mini text message ("SMS"), the Website informs the Traveler of the agreement. The Traveler must pay the Website, using an online payment method via MANGOPAY as provided for in these Terms, the amount of the rental to confirm their intention to reserve the Vehicle for the determined dates. From that point on, the Traveler undertakes to subscribe to specific and appropriate insurance for the Vehicle in question.

Once the Price has been paid and confirmed by registration on the bank account opened in the name of the Company YESCAPA, the Website sends the Owner and Traveler concerned a detailed

summary of the various elements relating to the reservation of the Vehicle in question.

In the event of refusal by the Owner of the reservation request, the Website informs the Traveler as soon as possible and reserves the right to submit equivalent offers to them, where possible, according to its means and the available proposals. Any refusal of a reservation request cannot engage the responsibility of the Website.

The Website cannot be held responsible in the event of cancellation of a reservation, whether initiated by the Traveler or the Owner. The Website does not guarantee the accuracy of the reservation request dates indicated by the Traveler wishing to rent a Vehicle.

In the event that a Traveler uses a promotional code provided by a dealer in the Idylcar or Top Loisirs network as part of a Test Before Purchase approach, the Traveler acknowledges and accepts that information concerning the rented vehicle, rental dates, and their contact details will be made available to the Idylcar or Top Loisirs dealership from which the Traveler obtained the promotional code and with whom they are already in contact.

vi/. Rental Extension

Users have the option to extend the duration of their paid rental by requesting an extension of one rental day. This request must be made at least 72 (SEVENTY-TWO) hours before taking possession of the Vehicle, obligatorily via their Personal Space.

Any rental extension must be carried out under the conditions initially agreed upon, particularly regarding Compensation, its increases, options, and Service Fees, without applying the weekly discount rate possibly offered by the Owner.

The calculation of the extension amount is done autonomously, and the Owner is solely responsible for giving their agreement to the request made by the Traveler. In the event of agreement between the Owner and Traveler so that the Traveler is only billed for the Service Fees and insurance, the request must be made directly on the Website via the User's Personal Space.

The absence of Owner Compensation for this extension period does not exempt the Traveler from paying the full Service Fees of the Website.

vii/. External Contact

The owner has the option to direct known renters outside the Website to Yescapa to benefit from the services offered without any consideration being applied to the reservation. The owner cannot encourage or accept encouragement from a renter to rent outside the website. In such situations, the owner risks suspension of their advertisement and loss of earnings from future reservations.

4.6 Modification or Cancellation of a Reservation by the Traveler

The Traveler wishing to cancel or modify their reservation must immediately inform the Website by canceling the reservation via their Personal Space.

i/. Modification

After confirmation of the rental, the Traveler can request a modification of the rental dates or the included mileage. Any modification of this type is subject to the Owner's agreement and incurs Service Fees. The Traveler can also request the addition of an additional driver and/or subscribe to an insurance formula allowing for deductible buyback subject to the associated fees and without prior validation by the Owner.

The Traveler cannot reduce the initially planned rental duration or the mileage package.

ii/. Cancellation

It may result in a refund of all or part of the fees incurred for the rental depending on the possible subscription to cancellation insurance and the notice period from the date of communication of the cancellation of a reservation.

Yescapa offers users a cancellation insurance solution that allows its Users to benefit from a full refund of the rental price in the event of cancellation before departure (excluding the cost and deductible of this cancellation insurance). To benefit from the cancellation insurance, the Renter must subscribe to this insurance when confirming the reservation and must imperatively accept the General Terms and Conditions of sale. These General Terms and Conditions are available at the following address:

https://dii3ne04p2g9s.cloudfront.net/doc/cancellation-terms/chapka/cancellation_insurance_terms_en.ad51c14644ec.pdf

They are communicated to the Renter when subscribing to the cancellation insurance and when confirming the reservation.

In the event of subscription and recourse to cancellation insurance to cancel a reservation, proof of the reason for cancellation will be requested. The coverage of the cancellation insurance will be conditional on the eligibility of the reason and the date of occurrence of the event. The Renter undertakes to use the cancellation insurance as soon as they are aware of their inability to travel. Yescapa cannot take into account the date of occurrence in the event of cancellation; any possible refund would be conditional on the cancellation date in accordance with the cancellation terms indicated below.

Cancellation and refund terms vary depending on the owner selected on our platform.

1. Cancellation and refund conditions if Yescapa's conditions apply

If the reservation was made by the renter before 02/05/2024:

If the cancellation by the Renter is communicated to Yescapa within a period of: - **30 (THIRTY) days or more before the departure date of the Vehicle Rental:** Refund of 70% (SEVENTY PERCENT) of the owner's share. Insurance and service fees are not refunded. The compensation available of 30% of the rental cost for the Owner will be immediately paid to them. It should be noted that in the event that the payment method chosen by the Renter is payment in 2 installments without fees and only the first payment is made on the date of cancellation 30 days or more before the departure date of the rental, no refund will be made. In fact, the amount of this first payment corresponds to the compensation of 30% for the owner and part of the insurance and service fees, which are non-refundable.

- **Less than 30 (THIRTY) days before the departure date of the vehicle rental:** No refund is possible. Retention of 100% (ONE HUNDRED PERCENT) of the rental cost. The compensation available to the Owner will be immediately paid to them.

If the cancellation occurs within 24 hours after confirmation of the reservation, the Renter may claim a full refund of the rental. In this case, the owner undertakes to waive their compensation. However, if the cancellation occurs within 24 hours after confirmation and the rental is scheduled to start 24 hours after confirmation, no refund can be made.

If the reservation was made by the renter after 02/05/2024:

If the cancellation by the Renter is communicated to Yescapa within a period of:

- **30 (THIRTY) days or more before the departure date of the Vehicle Rental:** Refund of 95% (NINETY-FIVE PERCENT) of the owner's share. Insurance and service fees are not refunded. The compensation available of 5% of the rental cost for the Owner will be immediately paid to them. It should be noted that in the event that the payment method chosen by the Renter is payment in 2 installments without fees and only the first payment is made on the date of cancellation 30 days or more before the departure date of the rental, no refund will be made. In fact, the amount of this first payment corresponds to the compensation of 5% for the owner and part of the insurance and service fees, which are non-refundable.

- **Less than 30 (THIRTY) days before the departure date of the vehicle rental:** No refund is possible. Retention of 100% (ONE HUNDRED PERCENT) of the rental cost. The compensation available to the Owner will be immediately paid to them.

If the cancellation occurs within 24 hours after confirmation of the reservation, the Renter may claim a full refund of the rental. In this case, the owner undertakes to waive their compensation. However, if the cancellation occurs within 24 hours after confirmation and the rental is scheduled to start 24 hours after confirmation, no refund can be made.

Force majeure cancellation conditions allow renters and owners to cancel a rental for reasons such

as a natural disaster, government restrictions in force preventing the movement of people or imposing quarantine upon departure or return (excluding a positive COVID-19 test or declared contact case), an armed conflict occurring at the departure location, travel route or the residence country of the traveller. In the event of eligibility for this policy, the cancellation conditions applied will allow a change of dates as well as the provision of a rental credit in favor of the renter depending on the management methods selected by the owner and visible on the vehicle's advertisement and the cancellation request.

Force majeure rental credits are valid for 12 months and can be used multiple times. If not used, the amount present on the rental credit cannot be refunded, and the part corresponding to the owner's compensation will be transferred by bank transfer to the owner.

The methods may be:

- refund of the amount corresponding to the owner's compensation and provision of a rental credit for the amount of insurance and service fees valid on all vehicles listed on Yescapa.
- provision of a rental credit for the total amount of the rental valid on the same owner's vehicle(s).

One of these methods will be applicable subject to the eligibility of the cancellation upon presentation of proof at least 48 hours before the departure date of the rental.

The owner establishes the method of their choice in their Account. Without action on their part, the default choice will be effective. This default choice results in a refund of the amount corresponding to the owner's compensation and provision of a rental credit for the amount of insurance and service fees valid on all vehicles listed on Yescapa.

2. Cancellation and refund conditions if the owner's conditions apply:

The cancellation and refund terms and conditions defined by the owner are available on the vehicle listing before any reservation request.

In the event of cancellation by the Renter, the cancellation terms and conditions in effect at the time of the reservation request will apply.

3. Vehicle breakdown

In the event of a breakdown of the Vehicle within the first 48 hours of the rental, the origin of which cannot be attributed to the renter, the latter may claim a refund of the owner's compensation and Yescapa service fees following a study of the case by the Yescapa company to exclude any responsibility of the Traveler. Insurance fees cannot be refunded once a rental has started.

After the first 48 hours of rental, in the event of a breakdown of the Vehicle and operational difficulties preventing the continuation of the rental and requiring the immobilization of the vehicle for a period exceeding 24 (TWENTY-FOUR) hours, and if the Traveler chooses to interrupt their rental and benefits from repatriation by the assistance, the renter may claim:

- a refund of the Service Fees pro rata temporis for the unused days, in the event that the renter cannot be held responsible for the breakdown or operational difficulty.
- a refund of 50% of the Service Fees pro rata temporis for the unused days, in the event that responsibility for the damage cannot be determined.

In this case, the Owner must also proceed with a refund pro rata temporis for the unused days on the rental rate, including any mileage package, up to the full amount of the unused days if the

renter's responsibility is not engaged, and up to 50% of the unused days if responsibility cannot be determined. It is the full responsibility of the owner to honor this refund in the event of interruption of a rental caused by the wear and tear and/or lack of maintenance of the Vehicle.

In all the above cases, the Yescapa company undertakes responsibility solely for the success of the refund of the Service Fees.

4. Other Cases

The following reasons will not be admissible regarding the possibility of a full refund of the Service Fees:

- Delay in the delivery of the Vehicle by the Owner to the Traveler;
- Unilateral modification by the Owner of the rental duration provided for contractually between the parties;
- More generally, modification by the Owner of any condition of the contractual rental agreement entered into.

5. Cancellation and modification of dates

Cancellation may result in a modification of the Rental dates with the agreement of the owner and YESCAPA. The cancellation and refund conditions will then be determined in relation to the date of the first request for modification of the initial reservation.

The Rental thus modified must be scheduled within 12 (TWELVE) months from the initial departure date of the rental.

iii/. Refund Period

In the cases provided for by Yescapa, if a partial or full refund of the Service Fees is justified, YESCAPA undertakes to proceed with this refund within a period of 14 (FOURTEEN) days from the receipt of the cancellation request.

iv/. Traveler's Exclusive Responsibility

Cancellations by the Traveler are their sole responsibility. The Yescapa service only allows potential Owners and Travelers to be connected, and not to guarantee the commitments of potential Travelers, so the cancellation of a rental by the latter cannot engage the responsibility of YESCAPA.

4.7 Cancellation of a Reservation by the Owner

i/. Deadline for Obtaining a Direct Refund

In the event of cancellation by the Owner, they undertake to cancel it as soon as possible from their space. YESCAPA undertakes to guarantee the refund of the amounts paid by the Traveler (namely the Compensation, insurance cost, and Service Fees) subject to express confirmation by the Traveler of this cancellation no later than the first day of rental at 5:00 PM.

If the Compensation has been paid to the Owner despite the cancellation made by the latter, they will be required to refund the full Compensation thus received. Failure to do so, the Yescapa website reserves the right to withhold from the Owner's future Compensation the amounts due to the Traveler.

ii/. Impossibility of Direct Refund

After this deadline, the Owner's Compensation will be paid to them, and it can no longer be refunded to the Traveler. The insurance portion paid to the Insurance Partner also cannot be refunded.

YESCAPA can then only refund the Service Fees, and it will be the Traveler's responsibility to contact the Owner directly to obtain a refund of the Compensation.

iii/. Event Preventing the Rental

In the event of an event likely to prevent the rental of the reserved Vehicle, this prevention must obligatorily and immediately be reported to YESCAPA by the Owner of the Vehicle.

This report must be made by the Owner to the email address: "contact@yescapa.co.uk" within a period of 24 (TWENTY-FOUR) hours preceding the predetermined date of taking possession of the Vehicle for rental.

If the payment of the Compensation has been made to the Owner, the latter undertakes to refund the full amount of this payment to the Traveler.

In the event of a breakdown or malfunction of the vehicle that could partially or totally harm the Rental, the Owner undertakes to provide a definitive response on the maintenance or cancellation of their next Rental at least 5 (FIVE) days before the start of the latter. If the Owner has not been able to make the repairs within this deadline, the Renter will be notified and may request a refund or maintenance of the Rental. If a breakdown or malfunction occurs within this 5 (FIVE) day period, the Renter will be notified and may decide to maintain or not maintain the Rental.

In the event that a Guest reports a potential cancellation prior to the scheduled departure date, and provided that the Owner has not activated Instant Booking or the booking was confirmed more than twenty-four (24) hours earlier, the following procedures shall apply based on the timing of the report:

If the report is made less than one (1) business day before departure:

****Upon receipt of such notification, Yescapa will first confirm whether the Guest has attempted to reach the Owner directly. The Guest will be invited to make direct contact by phone and to send an email to the Owner, with Yescapa in copy. At the same time, Yescapa will attempt to reach the Owner by phone. If no response is received from the Owner, Yescapa will send a formal email requesting a reply before 4:00 p.m. local time. Should the Owner fail to respond by this deadline, Yescapa shall proceed as follows. The Guest will be offered two options: either to cancel the Rental and be assisted in finding an alternative vehicle, or to maintain the booking and wait until the scheduled day of departure, retaining the right to cancel should the situation remain unresolved. Simultaneously, Yescapa will inform the Owner of the situation, suspend the vehicle listing.

If the report is made more than one (1) business day before departure:

Upon receiving such notification, Yescapa shall instruct the Guest to follow a preliminary contact process. The Guest will be asked to attempt to reach the Owner directly by telephone. If this attempt fails, the Guest must then send an email to the Owner with Yescapa in copy.

If no response from the Owner is received within twenty-four (24) hours, the Guest is required to inform Yescapa of the situation. Upon being advised, Yescapa will take the lead and make further contact attempts, first by telephone and subsequently by email, requesting a response within twenty-four (24) hours. This communication shall include a warning that failure to respond may result in the cancellation of the Rental.

If the Owner does not reply within the stipulated timeframe, Yescapa shall consider the Rental as cancelled "due to the Owner". In such case, the Guest will be authorised to cancel the Rental and shall be assisted by Yescapa both in obtaining a refund and in identifying alternative rental options.

Concurrently, Yescapa will notify the Owner of the cancellation, suspend the relevant vehicle listing.

Furthermore, in both situation, Yescapa will assess the Owner's future bookings: upcoming rentals be identified, Yescapa reserves the right to take appropriate follow-up measures based on the scheduled departure dates.

The Yescapa company reserves the right to consult the messaging system made available to users to determine whether the Owner has announced the cancellation of the Rental. In this specific case, Yescapa will rule on the cancellation due to the Owner.

In the event of cancellation before the rental departure date, the Owner undertakes to pay YESCAPA compensation of €150.00 (ONE HUNDRED AND FIFTY EUROS) for the harm caused

to the Website, particularly due to the loss of confidence generated among Users or the harm caused to the quality of relationships within the Website community. This amount will be deducted as needed from the Compensation due to the defaulting Owner for their next rental.

In the event of cancellation on the rental departure date or during interruption of a rental following a mechanical malfunction of the vehicle that cannot be the responsibility of the renter, the rental

insurance fees may be claimed from the Owner in addition to the €150 penalty to propose an alternative to the Traveler without additional insurance fees for the affected party.

In the event that the Owner refuses to pay the penalty and/or the fees related to the rental insurance and does not have any upcoming Rental(s) allowing a deduction, their advertisement(s) may be suspended.

The only cases allowing the Owner to be exempt from the aforementioned compensation in the event of cancellation of a reservation are as follows:

- Breakdown or accident immobilizing the rented Vehicle;
- Serious illness or accident with immobilization and inability to be represented to the Traveler;
- Death.

Yescapa's assessment of the legitimate nature of the cancellation will be made after transmission of the written proof concerning the above cases.

Any cancellation by the Owner is their sole responsibility, and the Traveler waives the right to seek any compensation or indemnity from YESCAPA or to engage its responsibility in any way.

iv/. Instant Booking

By selecting the "Instant Booking" option on their listing, the Owner agrees to rent their vehicle each time a booking request is confirmed by a Traveller. The Owner therefore undertakes to keep their calendar up to date. The Owner may cancel a confirmed Instant Booking within 24 (TWENTY-FOUR) hours only if the booking request does not meet the rental conditions stated in their listing. Otherwise, the Owner will not be released from the €150.00 (ONE HUNDRED AND FIFTY EUROS) penalty for unjustified cancellation. Yescapa also reserves the right to remove access to the Instant Booking option for any Owner whose use of this feature is deemed abusive, particularly in cases of inadequate management of booking requests or repeated failure to meet commitments.

4.8 Contact with Other Users in Case of Rental Cancellation

i/. Principle of Yescapa's Mission

It is recalled here that the Company YESCAPA does not provide a Vehicle rental service. It only allows the dynamization of the connection between Vehicle Owners and Travelers to allow for the possible rental of these Vehicles.

ii/. Limitation of Yescapa's Mission

It is agreed by the Users of the service that YESCAPA cannot reasonably be required to guarantee a result regarding the security of the rentals envisaged by the Users. It is indeed the responsibility

of each User of the Yescapa service to respect the commitments made to other Users.

If a rental is canceled by a User, it is only as part of its mission to generate and maintain a community of Users capable of maintaining relationships of trust that YESCAPA will endeavor to promote, without being able to guarantee a result, contact with other Users likely to validate another rental solution.

4.9 Insurance

i/. Subscription to Insurance

It is the responsibility of each Traveler to regularly insure the rented Vehicle. The insurance chosen by the Traveler is subject to the Owner's agreement.

The provision of "multi-risk" insurance for Motorized Land Vehicles or technical assistance for the benefit of the Traveler and the Owner is proposed to Users.

To benefit from "multi-risk" insurance offered by the Website, the vehicle must be registered in one of the countries covered by the partner insurance companies. In the event of use of Allianz insurance for vehicles registered in Germany, the owner must imperatively inform their private insurance of their rental activity; otherwise, they could suffer a loss of coverage. The owner can use their own insurance policy if it allows coverage for rental to third parties. They must notify the Website of this in writing.

To be authorized to make a reservation for the purpose of renting a Vehicle, the Traveler must subscribe to the Insurance General Terms and Conditions provided for this purpose. The Insurance General Terms and Conditions are available directly on the YESCAPA Website or at the following address: <https://www.yescapa.co.uk/all-the-insurances/>

Any Traveler who does not meet these conditions engages their sole responsibility both to the Website and to the Owner or third parties.

Professional Renters Offering Their Own Insurance and Professional Renters Certain Owners, including Professional Renters, may offer their own insurance. It is the Renter's responsibility to familiarize themselves with the terms of this insurance before any payment relating to the rental.

By confirming the reservation, the Renter acknowledges that they accept, without reserve and irrevocably, the guarantees, exclusions, and specific conditions of the insurance provided by the Owner or the Professional Renter. They are also responsible for verifying that this insurance meets their needs and covers all risks related to the rental of the vehicle.

Rental of a Heavy Vehicle

For the vehicles concerned, when the insurance offered by Yescapa cannot be subscribed to, it is the responsibility of the Owner and the Renter to contract insurance in accordance with the legal requirements and adapted to the vehicle's category.

The Renter certifies that they hold a valid driver's license suitable for driving the rented vehicle and acknowledges that it is their responsibility to verify the compliance of their license with the applicable requirements.

ii/. Loss of Coverage

Errors or falsifications affecting the data entry by Users may result in a loss of coverage. Users cannot, in this hypothesis, seek the responsibility of YESCAPA.

Similarly, the failure to communicate the GVWR of the vehicle, its registration, or its new value by the Owner may justify a loss of coverage by the Insurer.

iii/. Cancellation of a Reservation

Insurance fees cannot be refunded. In the event of cancellation for COVID or force majeure reasons, the amount corresponding to the insurance fees may be reused for a future reservation in the form of a Rental Credit.

iv/. Damage Declaration

In the event of damage caused during the rental, processing by the YESCAPA team and, if necessary, by our Insurer requires that the declaration and sending of the documents to be provided by the Owner and the Traveler be transmitted to YESCAPA within a maximum of 72 (SEVENTY-TWO) hours after the facts in the event that the vehicle is immobilized following the damage, or 72 (SEVENTY-TWO) hours after the return of the vehicle in the event that the damage did not prevent the rental from continuing. Any subsequent declaration cannot result in a study of the damage, and the parties undertake to settle the dispute amicably. Management of the security deposit, if managed by Yescapa, can only be guaranteed when the maximum deadline of 24 hours after the facts or 24 hours after the end of the rental is respected.

Declarations are made solely through a declaration form.

The Owner undertakes to provide an estimate of the repairs within a maximum deadline of 30 days. In the event of damage, each event where the Traveler is responsible or without an identified

third party will result in the payment of a deductible if the amount of the damage exceeds the amount of the deductible set by the insurance, or the payment of the amount of the repairs if it is less than the amount of the deductible set by the insurance. The Traveler undertakes, without exception or reserve, to pay an insurance deductible per identified claim. This may result in the payment of several insurance deductibles for a single rental period.

The Traveler expressly authorizes YESCAPA to debit from their bank account the amount of the repairs that may correspond to the deductible defined by the insurance contracted for the rental period (one or more deductibles depending on the case), or the amount of the repairs upon presentation of an invoice or estimate.

In the event that the Traveler refuses to sign the inventory or has not provided the necessary documents for the intervention of the insurance in the event of damage caused to the rented Vehicle within the aforementioned 3-day period after the occurrence of the damage, an amount equivalent to one or more insurance deductibles, or the total amount of the repairs payable, may

be debited and allocated to the reimbursement of these degradations with direct payment to the Owner.

In the event of damage for which the responsible party is not covered by the insurance, YESCAPA will establish a procedure based on the elements provided by the documents sent by the Owner and the Traveler. This may result in the payment of the responsible damage upon presentation of an invoice, and these will be deducted from the rental's security deposit.

As part of the mediation exercised by Yescapa in the event of a claim or dispute, management fees of €49 will be applied to the party recognized as responsible.

v/. Owner's Obligations

In the event of damage caused to the vehicle during the rental, the Owner undertakes to declare the damage and transmit the requested documents within the deadline mentioned in paragraph iv. In the event of damage covered by the insurance and assessed as greater than the deductible, the processing of the opening of the claim by our Insurance Partner requires that the documents and information referred to in Article 4.4 - iii/. be communicated to YESCAPA within a minimum period of 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 up-to-date and valid. Also at the risk of a loss of coverage, the technical inspection of the Vehicle must not present an obligation for a re-inspection or a defect to be corrected without re-inspection, involved in the cause of the damage. Once the responsibility has been identified and the decision communicated by Yescapa following the study of the case, the Owner undertakes to repair the vehicle as soon as possible, and this deadline cannot exceed 15 days following the decision if the vehicle does not have a rental scheduled on the Yescapa platform during this period.

In the event that the vehicle is reserved through Yescapa during the aforementioned period, the deadline may be extended to 1 month after the decision.

4.10. Professional Owners

i/. Commitments of the Professional Owner

General Information

After finalizing their registration, the Professional Owner undertakes to register on the Yescapa platform all rentals carried out with Users of the Yescapa service.

The Professional Owner undertakes to offer only vehicles that comply with the advertisements published on the Yescapa platform, the expectations of travelers, and the requested rental period.

The Professional Owner also undertakes to formalize and regularize the constituent elements of the rental agreements in a contractual document, which must include the pricing agreed upon through the Yescapa service. This rental contract must specify all the services included in the reservation via the platform, as well as any additional options subscribed to by the Traveler before taking possession of the vehicle.

The Professional Owner undertakes to finalize any reservation initiated on the Yescapa platform via the Yescapa website, without proceeding with a transaction outside the platform. They are strictly prohibited from directing a User to another reservation method or concluding a rental directly with them without going through Yescapa.

They are also prohibited from concluding, directly and without using the Yescapa service, a rental with a User after cancellation of a rental initially concluded on the platform.

The Professional Owner finally undertakes to ensure that the rental contract finalized with a User fully complies with these General Terms and Conditions of Use of the Yescapa service. In the event of a contradiction between a specific rental contract and the General Terms and Conditions of Use of Yescapa, the latter will prevail over any contrary provision.

In the event of non-compliance with the website's general terms and conditions, Yescapa reserves the right to immediately exclude the Professional Owner from the platform and cancel their future reservations after written notification.

Information Relating to the Professional Owner

The identity or company name of the Professional Owner must remain confidential before the finalization of the reservation and payment. This information must not appear in the published advertisements.

Regarding the photographs of the vehicles, Yescapa reserves the right to obscure the following information:

- Any mention of the Professional Owner's company name;
- Any company logo;
- Any contact details (email, telephone, fax, address).

Regarding the descriptions appearing in the advertisements, the following information must not appear:

- Any link redirecting to a third-party website or that of the Professional Owner;
- The name of the website or the company name;
- Any contact details (email, address, telephone, or other means of communication).

Finally, regarding the Professional Owner's profile image, only a photo of the person responsible for the rentals may be used, accompanied by their first name only, without mentioning the company.

ii/. Conditions of Use of the Yescapa Service

Documents Required for the Payment of Compensation

Before any first rental, the Professional Owner undertakes to transmit to Yescapa all the documents required by the payment provider, an essential condition for the payment of compensation.

No compensation can be made without the complete validation of these documents. In the event of non-transmission of the required documents, the Professional Owner will be considered as having waived the payment of the amounts due.

Here is the list of documents to be provided depending on the type of company:

Documents to be Provided	Self-Employed or Individual Entrepreneur	Company
ID Card	x	x
Company Register less than 3 months old	x	x
Company Statutes		x
"Shareholder Declaration" document completed and signed		x
Declaration of Beneficial Owners (digital version)		x

Invoicing

The invoicing data must be indicated on the Professional Owner's profile in the designated location.

The price paid by the renter includes the Professional Owner's gross compensation as well as the Yescapa platform's service fees. These service fees will be invoiced and accessible via the renter's dashboard.

The Professional Owner undertakes to provide renters with an invoice corresponding to the gross compensation (net compensation + commission). A separate invoice relating to the commission paid by the Professional Owner will also be available on their dashboard.

Intra-Community VAT

If the Professional Owner's company is domiciled outside France, intra-community VAT may be applied. The Professional Owner who wishes to benefit from it must indicate their intra-community VAT number on their Yescapa account and provide the document of registration in the register of intra-community operators.

Pricing

If the renter uses their own insurance, the daily rate indicated by the Professional Renter in the published advertisements must include the rental price and the insurance price. However, if a renter benefits from the insurance provided by Yescapa, the price of the latter will be automatically added by the platform.

The indicated price must be sincere, complete (excluding paid options), and include all applicable taxes.

The price relating to the paid options offered by the Professional Renter must systematically appear in all published advertisements; it will be included in the finalized price at the time of reservation.

The options specifically offered by the Professional Owner will be settled by the Traveler as soon as they have been previously validated by the Traveler.

Rental Options

The YESCAPA service allows Professional Renters to add paid options to their advertisements, within the limits of those available on the platform. It is the Renter's responsibility to ensure that all offered options are clearly displayed in the advertisements and included in the total rental amount as displayed at the time of reservation. The traveler will pay this total amount, including the rental and the chosen options, subject to YESCAPA's service fees.

The Professional Renter undertakes to provide all the options selected by the traveler. Failure to do so may result in the cancellation of the rental and a full refund of the amount paid by the traveler.

It is not possible for the Professional Renter to offer a deductible reduction as an additional option on the platform.

iii/. Insurance and Disputes

Insurance Obligations

To publish an advertisement, the Professional Owner must provide on the platform their insurance conditions, including the guarantees covered and the applicable deductibles. They must guarantee that any potential traveler can be informed transparently of the insurance conditions before any reservation.

The Professional Owner expressly waives any attempt to hold Yescapa responsible in the event of damage or claims affecting the rented vehicle during a rental.

Dispute Management

If the rental contract provided by Yescapa is used, the rules defined in this contract must be respected by all parties.

If a Professional Owner chooses to use their own rental contract, dispute management will be carried out exclusively between the Professional Owner and the Renter, without Yescapa's intervention.

Any dispute relating to a claim or incident occurring during the rental will be handled exclusively between the Professional Owner, their insurer, and the traveler. Yescapa cannot be held responsible for the consequences of these disputes.

In the event of a conflict between a Professional Owner and a Renter, Yescapa may intervene at the request of the parties if no amicable solution has been found. However, its intervention remains optional and limited to cases where it is strictly necessary.

iv. Insurance Offered by Yescapa

The Professional Owner can choose to benefit from Yescapa insurance subject to eligibility. In this case, the advertisements for vehicles covered by this insurance will explicitly display the applicable insurance conditions.

To guarantee the opening of a claim within the prescribed deadlines, the Professional Owner and the Renter must imperatively transmit to Yescapa the necessary documents within 24 hours following the incident.

All additional information on the insurance and related procedures is detailed in Article 4.9 of the General Terms and Conditions.

Article 5. Intellectual Property Rights

All elements present on the Website are the full, entire, and exclusive property of the Company YESCAPA or partners of the Company. Any representation, copy, reproduction, use, distribution, display, or exploitation, in whole or in part, of any element present on the Website by any means whatsoever is strictly prohibited without the prior express authorization of the Website or the Company.

The Company YESCAPA also has the full, entire, and exclusive ownership of the content of the internal messaging system, photos, and images added to the website by our users. The website thus reserves the right to freely exploit these elements.

All content, information, files, and/or software presented, contained, made available, reproduced, or provided on the Website are protected by the applicable French and international laws.

The Company YESCAPA disclaims all liability in the event of a violation of rights held by third parties and perpetrated due to any non-compliant activity or use of the Website by a User.

Article 6. Personal Data and Cookies

Personal data collected on and by the Website is systematically declared to the National Commission on Informatics and Liberty (CNIL). In accordance with the French "informatique et libertés" law of January 6, 1978, the User has the right to access, rectify, modify, and delete data concerning them. Such rights are exercised with the Website and by email at the following address: "dpo@yescapa.com".

The Website operates in particular using "cookies". These are intended to streamline, improve, and facilitate the User's navigation on and within the Website. These cookies allow personalization of all the services 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 their Internet browser software. However, to improve, facilitate, and maximize navigation on the Website as well as the ergonomics of the Website, it is recommended that the User configure their computer and Internet browser software to allow the use of these cookies. Messages exchanged between Users and Reviews published voluntarily by Users are their own responsibility. They must comply with the requirements of courtesy and good conduct mentioned in these General Terms and Conditions. They may be freely deleted by the User or by the Yescapa Website Administrators at the legitimate request of a User justifying the abusive nature of a comment.

Article 7. Applicable Law and Competent Courts

In accordance with the provisions of the Consumer Code regarding the amicable settlement of disputes, Yescapa is a member of the e-commerce Mediator Service of the FEVAD (Federation of E-commerce and Distance Selling), whose contact details are as follows:

- Address: Médiateur de la consommation FEVAD, BP 20015, 75362 PARIS CEDEX 8
- Email: mediateurduecommerce@fevad.com
- Website: <https://www.mediateurfevad.fr>

After a prior written approach by consumers to Yescapa, the Mediator Service can be seized for any consumer dispute whose settlement has not been reached. To learn about the procedures for seizing the Mediator, click on [this link](#).

Following a dispute (national or cross-border) arising from an online purchase, consumers have access to the European Commission's Online Dispute Resolution platform:

https://ec.europa.eu/info/policies/consumers/odr_fr

These General Terms and Conditions and the agreements concluded between Owners and Travelers as part of their connection by the Website are subject to French law.

YESCAPA and Users agree to submit any dispute or difference relating to the application and interpretation of these Terms to the court of the defendant's domicile or headquarters.