YESCAPA · GOBOONY

General Terms and Conditions of Use and Service

Effective date:
14 October 2026

Website:
www.yescapa.ie



Preamble

These Terms and Conditions govern access to and use of the online services operated under the **Yescapa** and **Goboony** brands (each a "**Brand**" and together the "**Brands**"). They enter into force on 14 October 2026. They apply to any use of the Service and to any Booking created from that date. **By way of exception**, any Booking created before 14 October 2026 on Goboony's Belgian website shall remain governed by the previous version of the applicable terms and conditions, which is available here: https://www.goboony.be/info/algemene-voorwaarden.

The websites and mobile applications operated under the Yescapa brand (including, without limitation, yescapa.fr, yescapa.be, fr.yescapa.ch and the associated domains and applications) and those operated under the Goboony brand (including, without limitation, goboony.co.uk, goboony.nl and the associated domains and applications) are together referred to in these Terms and Conditions as the "**Platform**". Any reference to the "Platform" shall be understood as a reference, without distinction, to either Brand and to the Group entity operating the relevant website or application, as stated in the legal notices published thereon.

The Platform is published in the form of an online intermediation service intended for owners of recreational vehicles (the "**Owners**") and for persons wishing to rent such vehicles (the "**Travellers**"). Its purpose is to put Travellers in contact with Owners — whether the latter act in a private capacity or in the course of a professional rental business — with a view to enabling rental agreements to be concluded directly between them. Owners and Travellers are together referred to as the "**Users**" of the Platform.

The Platform thus enables: (a) Owners to offer their vehicles for rent against payment, it being understood that Users remain free to determine between themselves the terms of the agreement governing the provision of a vehicle, within the limits set by these Terms and Conditions and by applicable mandatory law; and (b) Users to communicate and exchange information and advice via the dedicated spaces made available to them on the Platform.

For the avoidance of doubt, the adoption of a single set of Terms and Conditions common to both Brands is without prejudice to the separate legal existence of the entities making up the Group, or to the identity of the contracting entity applicable to each User, which is determined by the website or application through which the User accesses the Service and which is stated in the legal notices published thereon.

Accordingly,

- where the Service is accessed or used via a website or application of the Yescapa brand, the User contracts with:

  > **SAS Yescapa**
  > 75-79 Cours du Médoc
  > 33300 Bordeaux
  > FRANCE
  > Telephone: +33 (0) 5 33 52 21 65
  > SIRET No.: 751 826 280 00032 R.C.S. BORDEAUX

  > Legal representative: Sergio BRANCO

> Web hosting service:
> Amazon Web Services LLC,
> P .O. Box 81226,
> Seattle, WA 98108-1226;
> Website: http://aws.amazon.com;
> Telephone: (206) 266-4064;
> Fax: (206) 266-701

- where the Service is accessed or used via a website or application of the Goboony brand, the User contracts with:

> **Goboony B.V.**
> Office address: Brigittenstraat 22 3512 KM Utrecht
> Registered office: Amsterdam, the Netherlands
> VAT: NL854986285B01
> Chamber of Commerce (KvK): 62857452

> Legal representatives (directors): Mijnlieff@fontes B.V. and Uwe van Rensburg

The purpose of these Terms and Conditions is: (i) to set out the terms and conditions for access to and use of the Platform and of the services offered via the Platform; (ii) to govern the relationship between the Platform and its Users; and (iii) to organise, solely within the framework of the Platform, the relationships arising between Users themselves. They apply uniformly to any use of the Service via either Brand and, together with any special conditions expressly referred to herein, constitute the entire contractual framework binding the Platform and each User.

Use of the Platform and of the Service is subject to the **unconditional acceptance without reservation** of these Terms and Conditions by each User. Before completing their registration on the Platform, Users are required to confirm that acceptance by means of the mechanism provided for that purpose. Users are invited to read these Terms and Conditions carefully in order to become fully acquainted with their rights and obligations, with those of other Users and with those of the Platform.

PART 1: INTRODUCTORY PROVISIONS

Article 1. Definitions

1.1. For the purposes of these Terms and Conditions, the terms listed below, when capitalised, shall have the meaning given to them in this Article, whether used in the singular or the plural.

"Account": the individual profile created and managed by a User upon registration on the Platform, which gives access to the Service by means of personal login credentials.

"Booking": the act by which a Traveller reserves a Vehicle for a predetermined Rental Period, in accordance with the procedure set out in these Terms and Conditions.

"Booking Request": the request sent by a Traveller to an Owner via the Platform with a view to booking a Vehicle for specific dates.

"Brand(s)": the Yescapa brand and/or the Goboony brand, as referred to in the Preamble, under which the Platform is operated.

"Confirmed Booking": a Booking that has become binding between the Traveller and the Owner, namely upon completion by the Traveller of the first payment of the Price via the Platform following acceptance of the Booking Request by the Owner, or, in the case of an instant booking feature, upon confirmation of the Booking by the Traveller under the conditions set out in these Terms and Conditions.

"Content": all information and material made available on the Platform by the Platform itself, including, without limitation, the layout, look and feel, structure and organisation of the Platform, its logos, trade marks, databases, software, texts and editorial content, but excluding User Content.

"Excess" (also referred to as the "deductible"): the maximum amount that remains payable by the Traveller per claim or event in the event of damage, loss or any other covered incident, as determined by the applicable insurance terms or, where no Platform insurance applies, by the conditions set by the Owner in the Listing. Several Excesses may apply to a single Rental Period where several separate events occur. Where offered, an option for partial buy-back of the Excess may reduce the amount of the Excess.

"Group": the group of companies operating the Brands, as described in the Preamble.

"Handover Form": the inspection and handover document (also referred to as the check-in/check-out report or *état des lieux*) that must be completed and signed by both the Owner and the Traveller at the start of the Rental Period upon handover of the Vehicle, and again at the end of the Rental Period upon return of the Vehicle.

"IP Rights": all intellectual property rights and related rights, including copyright, trade mark rights, patent rights, design rights, trade name rights, database rights, neighbouring rights and rights in know-how, in any jurisdiction, whether or not registered.

"Listing": the advertisement published by an Owner on the Platform offering a Vehicle for rent, which includes in particular the description of the Vehicle, its photographs, the pricing scheme, the rental conditions and the availability calendar.

"Owner": any User who offers one or more Vehicles for rent on the Platform, whether this activity is carried out occasionally and in a private capacity ("**Private Owner**") or in the course of a professional rental business constituting a main source of income ("**Professional Owner**").

"**Platform**": the websites and mobile applications operated under the Brands, as referred to in the Preamble, together with their underlying pages and features, through which the Service is made available. With respect to each User, the "Platform" refers to the Brand, Yescapa or Goboony, through which that User created their Account.

"Price": the total amount payable by the Traveller for a Booking, consisting of the Rental Price, the Service Fee, the cost of any insurance and assistance arranged via the Platform, and the cost of any options chosen by the Traveller.

"Rental Agreement": the agreement concluded directly between an Owner and a Traveller for the rental of a Vehicle in respect of a Confirmed Booking, whether drawn up on the basis of the Standard Template made available by the Platform or on the basis of any other contractual document used in accordance with these Terms and Conditions.

"Rental Price": the consideration payable to the Owner in return for the provision and rental of the Vehicle, as determined by the Owner, excluding the Service Fee and the cost of insurance, assistance and options.

"Rental Period": the period running from the handover of the keys of the Vehicle to the Traveller until the return of the keys to the Owner by the Traveller, as stated in the Confirmed Booking or as subsequently amended in accordance with these Terms and Conditions.

"Security Deposit": the amount, in addition to the Price, that is payable, blocked or pre-authorised before the start of the Rental Period and that is intended to secure the payment of all amounts owed by the Traveller in connection with the Rental Agreement, including, without limitation, damage to the Vehicle, the Excess, loss of inventory, additional mileage and all other amounts owed to the Owner under the Rental Agreement.

"Service": the intermediation service provided by the Platform to Users, consisting of the use of the Platform for offering, booking and renting Vehicles between Users, together with the ancillary features described in these Terms and Conditions.

"Service Fee": the fee charged by the Platform in return for the Service, whether expressed as a percentage of the Rental Price, as a fixed amount per day or per Booking, or as a combination thereof, which is payable by the Traveller and/or deducted from the amounts paid out to the Owner, as stated on the Platform.

“**Standard Template**”: the standard template Rental Agreement made available by the Platform to Private Owners and Travellers, as amended from time to time, the current version of which is available in the User's dashboard.

"Terms and Conditions": these terms and conditions for the use of the Platform and of the Service, including any annexes and special conditions expressly referred to herein, as amended from time to time.

"Traveller": any User who, as the main driver, books or attempts to book a Vehicle in order to rent it under a Rental Agreement. The terms "renter", "hirer", "holidaymaker" and "lessee" used in any communication shall be understood as references to the Traveller.

"User": any person who has created an Account on the Platform with a view to using the Service, including both Owners and Travellers.

"User Content": all information, data, texts, photographs, reviews, ratings, comments and other material published or made available on the Platform by a User.

"Vehicle": any motorised recreational vehicle offered on the Platform, including motorhomes, campervans, converted vans, recreational vehicles and similar vehicles, that is covered by insurance meeting the legal requirements applicable to it. A Vehicle whose maximum authorised mass (GVWR/PTAC) does not exceed 3.5 tonnes is a "**Light Vehicle**"; a Vehicle whose maximum authorised mass exceeds 3.5 tonnes is a "**Heavy Vehicle**", for the driving of which a specific driving licence category may be required.

1.2. Headings are inserted for convenience only and do not affect the interpretation of these Terms and Conditions. Any reference to an Article is a reference to an article of these Terms and Conditions, unless otherwise stated. The words "including" and "in particular" shall be understood as introducing examples, without limitation.

Article 2. Scope and acceptance

2.1. Material scope. These Terms and Conditions apply to any access to and use of the Platform and of the Service, by any User and in whatever capacity, as well as to the formation, performance, amendment and cancellation of Bookings concluded via the Platform. They also govern, to the extent provided herein, the relationships arising between Users themselves within the framework of the Platform, and apply to and supplement any Rental Agreement, without prejudice to Article 2.5 below.

2.2. Territorial scope. These Terms and Conditions apply to the use of the Service in respect of Vehicles registered in the countries in which the Service is offered, as stated on the Platform. Special conditions, in particular relating to insurance, payment methods or regulatory requirements, may apply depending on the country of registration of the Vehicle and/or the Brand through which the Booking is made; such special conditions are stated on the Platform and/or in the applicable insurance terms and form an integral part of the contractual framework binding the User.

2.3. Personal scope and legal capacity. The Service is open to Private Owners, Professional Owners and Travellers. Each User represents and warrants that they have the **full legal capacity** required to use the Service and to enter into the commitments arising from these Terms and Conditions and from any Rental Agreement, and that they meet all conditions relating to age, driving licence and place of residence stated on the Platform or required by the applicable insurance terms.

2.4. Acceptance. Access to and use of the Service are subject to the **unconditional acceptance without reservation** of these Terms and Conditions by each User. Before completing their registration on the Platform, each User is required to confirm that acceptance by ticking the box or activating the mechanism provided for that purpose. Acceptance shall, where applicable, be renewed with each Booking Request or acceptance thereof. No derogation from these Terms and Conditions may be relied upon against the Platform unless it has been expressly accepted in writing by the Platform. Use of the Service by a person who has not validly accepted these Terms and Conditions is not permitted; such use shall not, however, prevent the Platform from relying on these Terms and Conditions against that person to the extent permitted by applicable law.

2.5. Order of precedence of documents. In the event of any conflict between the documents making up the contractual framework, the following order of precedence shall apply, subject to any mandatory rules of law to the contrary: (a) these Terms and Conditions; (b) the special conditions published on the Platform and expressly referred to herein, including the applicable insurance terms and the terms of the payment service providers; (c) the Rental Agreement concluded between the Owner and the Traveller; and (d) the Listing. Where Users use the standard template Rental Agreement made available by the Platform, any amendment, adjustment or informal arrangement agreed between them shall not be enforceable against the Platform, which, in the event of a dispute submitted to the Platform, will take a position in accordance with the provisions of the standard template and these Terms and Conditions. Where a Professional Owner

applies its own rental contract under the conditions set out in these Terms and Conditions, that contract shall govern the matters falling within its scope; in the event of any conflict between that contract and these Terms and Conditions, **these Terms and Conditions shall prevail** in the relationships between the Platform and the Users.

2.6. Language. These Terms and Conditions may be made available in several languages for the convenience of Users. Each User declares that they understand and accept the version applicable to them. In the event of any discrepancy between language versions, the version designated as authentic on the Platform for the relevant Brand and country shall prevail, to the extent permitted by the mandatory provisions applicable to consumers.

2.7. Entire framework. These Terms and Conditions, together with the documents referred to in Article 2.5, constitute the entire contractual framework binding the Platform and each User in respect of the Service, and supersede any prior agreement, representation or arrangement relating to the same subject matter, including the terms and conditions previously applicable under either Brand, subject to Article 3.5 (preservation of Rental Agreements already concluded).

Article 3. Amendment of the Terms and Conditions

3.1. The Platform reserves the right to **amend or supplement these Terms and Conditions at any time**, subject to the provisions of Part 4, in particular to take account of legislative, regulatory or case-law developments, changes to the Service or its features, or changes in the operational, technical or commercial requirements of the Platform.

3.2. The current version of the Terms and Conditions is **permanently accessible on the Platform**, together with its date of entry into force. Only the most recent version published on the Platform applies, to the exclusion of any earlier version, subject to Article 3.5 below.

3.3. Users shall be notified of any amendment to these Terms and Conditions by means of a notice published on the Platform and/or by any other appropriate means, including a notification upon the User's next use of the Service or a communication sent to the electronic address linked to the User's Account. Where an amendment materially affects the rights or obligations of Users, the Platform will use reasonable endeavours to provide that information **within a reasonable period before its entry into force**, except where earlier application is required by law, by a regulatory or judicial decision, or for compelling reasons of security or fraud prevention.

3.4. Continued use of the Service after the entry into force of the amended Terms and Conditions shall constitute unconditional acceptance of the amendments by the User. A User who does not agree with the amended Terms and Conditions must cease all use of the Service and request the deletion of their Account, without prejudice to Article 3.5 below. No User may rely on a lack of actual knowledge of an amendment duly published in accordance with Article 3.3 in order to escape its application.

3.5. Amendments to these Terms and Conditions shall not affect **Rental Agreements whose Booking Request was created** before the date on which those amendments enter into force; such Rental Agreements shall remain governed, for their entire duration, by the version of the Terms and Conditions in force on the date on which the Booking Request was **created** (and not the date of confirmation or first payment), except where application of the amended version is more favourable to the User or is required by mandatory law.

PART 2: CONDITIONS OF ACCESS AND USE

Article 4. Role of the Platform

4.1. The Platform operates an online intermediation service, accessible via its websites and mobile applications, whose sole purpose is to put persons who own motorhomes, campervans and other recreational vehicles (the "**Owners**") in contact with persons wishing to rent such vehicles (the "**Travellers**"), in order to enable rental agreements to be concluded directly between them.

4.2. The tasks performed by the Platform are **exhaustively limited** to the following: (a) managing the registration of Owners and Travellers (together the "**Users**") on the Platform, including the verification, purely by way of assistance and **without any obligation of result**, of the Traveller's driving licence and of the vehicle registration certificate submitted by Owners; (b) putting Users in contact and facilitating contact between them with a view to concluding Rental Agreements; (c) making available tools and features to support the formation, documentation and performance of Rental Agreements; (d) facilitating and monitoring payments between Users, which are made exclusively through the authorised payment service providers designated by the Platform; (e) where applicable, and subject to the conditions set out in these Terms and Conditions, arranging access to insurance cover and roadside assistance provided by the Platform's insurance partners; and (f) encouraging and promoting good-quality relationships in good faith within the community of Users.

4.3. The Platform does not itself provide any vehicle rental service. The Platform is not, and shall in no event be deemed to be, the owner, lessor, lessee, operator, custodian or insurer of any vehicle offered on the Platform, nor an agent, representative or employee of any User

4.4. Each Rental Agreement is concluded **directly and exclusively between the Owner and the Traveller**. The Platform is not a party to any Rental Agreement, derives no rights from it and assumes no obligations under it. Users determine autonomously whether they conclude a Rental Agreement, with whom and on what terms, within the limits prescribed by these Terms and Conditions and by applicable mandatory law. The Users alone bear full responsibility for the performance of the obligations they have undertaken towards each other, and no Rental Agreement may give rise to any obligation enforceable against the Platform. Accordingly, the Platform shall not be held liable for any breach, non-performance or dispute arising from the conduct — whether negligent or not — of an Owner or a Traveller in connection with the use of the Service or the performance of a Rental Agreement, without prejudice to any mandatory statutory liability that cannot be excluded.

4.5. The Service is provided "**as is**" and "as available", offering only the features and characteristics appearing on the Platform at the time of use. The Platform excludes all express and implied warranties, representations and undertakings of any kind whatsoever, including, without limitation, those relating to the quality, safety, lawfulness, completeness and accuracy of the Listing and of the information made available through that Listing. Listings, descriptions, photographs, rates, reviews and all other content published by Users are disseminated **under the sole responsibility of their authors**; the Platform does not guarantee the accuracy, completeness or currency of such content, although it may review the information communicated via the Platform and reserves the right to accept, refuse, suspend or remove any listing or content in accordance with these Terms and Conditions.

4.6. The Platform will use **reasonable endeavours** to ensure continuous, high-quality access to the Service. This constitutes a **mere obligation of means**; the Platform does not guarantee that the Service will be available at all times, uninterrupted or free from malfunctions or errors. The Platform reserves the right, at any time and without prior notice, to interrupt, suspend, modify or restrict the Service in whole or in

part, in particular for reasons of maintenance, security or operation, without thereby incurring any liability towards Users. The Platform shall not be liable for any damage caused by the temporary or permanent unavailability or failure of the Service, except in the event of wilful misconduct or gross recklessness attributable to the Platform. All costs incurred by a User in order to access the Service (hardware, software, internet connection and the like) shall be borne exclusively by that User.

4.7. Each User undertakes to use the Platform and the Service **in good faith** and in accordance with their intended purpose. Users shall not divert the Service from its purpose, and in particular shall not use the Platform, its messaging service or any contact made via the Platform as a means of arranging, concluding or settling a rental **outside the Platform**; no payment relating to a rental initiated via the Platform may be made outside the Platform. Any breach of this principle initiated by an Owner shall constitute an unlawful diversion of clientele, and the Platform reserves the right to exercise any remedy available to it at law and to apply the sanctions provided for in these Terms and Conditions.

4.8. In the event of a conflict between Users, the Platform may, within the limits laid down in these Terms and Conditions, endeavour to propose any useful solution or alternative with a view to resolving that conflict. Any such intervention shall be made **without any obligation of result** and shall not have the effect of extending the scope of the Platform's responsibilities, undertakings or liability, nor of making the Platform a party to the underlying Rental Agreement.

Article 5. Registration and Account

5.1. Account requirement. Access to the Service requires the prior creation of an Account in accordance with the procedure set out on the Platform. Certain features of the Platform, such as viewing Listings, may be accessible without an Account; however, no Booking Request may be made or accepted, and no Listing may be published, without a duly registered Account. A User undertakes to create and maintain only one Account; the creation or use of several Accounts by the same person, in whatever capacity, is prohibited, save with the prior written consent of the Platform. The transfer, assignment or sale of an Account between persons is not permitted under any circumstances.

5.2. Accuracy of information. Upon registration, the User shall provide the information requested by the Platform, including their civil status, contact details and, where applicable, the information required by the payment service providers and insurance partners.
The User represents and warrants that all information and documents provided upon registration and during use of the Service are complete, accurate, truthful, authentic and up to date.
The User is solely responsible for updating their information without delay whenever any circumstance renders it incomplete, inaccurate or out of date. The User acknowledges that the proper functioning of the Service, the validity of the insurance cover and the execution of payments depend on the completeness and accuracy of that information, and that the Platform shall bear no liability whatsoever for the consequences of information that is erroneous, out of date, incomplete or fraudulent.

5.3. Verification of identity and documents. The Platform may at any time request supporting documents from the User, including a valid identity document, a valid driving licence appropriate for the category of the relevant Vehicle, and any other document required for the use of the Service, for the benefit of the insurance cover or for compliance with the obligations of the payment service providers, in particular with regard to know-your-customer (KYC) and anti-money laundering requirements. Travellers shall upload the documents requested from them no later than forty-eight (48) working hours before the start of a Rental Period; Owners shall comply with the document requirements set out in the Article on Listings. The User expressly consents to those documents being communicated to the Platform's insurance partners, the payment service providers and third-party identity verification providers, in accordance with the applicable

privacy policy. Verification operations are carried out by the Platform purely by way of assistance and without any obligation of result; they do not constitute any guarantee by the Platform as to the identity, solvency, reliability or lawful conduct of any User. The Platform reserves the right to refuse any document that is irregular, illegible, expired or erroneous, and to suspend or refuse registration, a Booking or further use of the Service pending satisfactory verification.

5.4. Login credentials. Upon registration, the User sets a username and password (or equivalent means of authentication) giving access to their Account. The User is solely responsible for keeping their login credentials strictly confidential and undertakes not to disclose them to third parties, nor to allow any third party to access or use their Account in any way whatsoever. Any action carried out through the User's Account shall be deemed to have been carried out by that User, who shall be liable accordingly. The User shall notify the Platform without delay as soon as they become aware of, or suspect, the theft, loss, compromise or unauthorised use of their login credentials or Account, and shall immediately take all necessary protective measures, including changing their password. The Platform reserves the right, for the purposes of operating, securing, maintaining or administering the Service, or providing support to Users, to access and operate a User's Account, within the limits of applicable law.

5.5. Personal data. The information and documents collected upon registration and during use of the Service are recorded and processed in accordance with the Platform's privacy policy and cookie policy, available on the Platform, and in compliance with the applicable data protection legislation, including Regulation (EU) 2016/679 (GDPR). The User's electronic address may be used by the Platform for the administration, management and promotion of the Service. The conditions under which Users exercise their rights of access, rectification, erasure, objection, restriction and portability are set out in the privacy policy.

5.6. Tax reporting obligations. In accordance with Council Directive (EU) 2021/514 ("DAC7") and any equivalent or successor reporting obligations applicable in the countries in which the Service is offered, the Platform is required to collect, verify and report to the competent tax authorities certain identification and transaction data relating to Users who generate income via the Platform, in particular Owners. Each Owner undertakes to provide the information and documents required for that purpose at the Platform's request and expressly accepts that the data relating to the income generated via the Platform will be communicated securely to the competent tax authorities. The Platform reserves the right to suspend the payouts, Listings or Account of any Owner who fails to provide the information required under this Article, to the extent permitted or required by applicable law. Each User remains solely responsible for their own tax, social security and regulatory obligations arising from their use of the Service.

5.7. Suspension and closure by the Platform. In the event of a breach of these Terms and Conditions, and subject to the provisions of Article 26, of conduct regarded as abusive, fraudulent or contrary to good faith, of the communication of irregular or falsified information or documents, or where this is required for the security of the Platform or the protection of its Users, the Platform reserves the right, at its own discretion and to the extent permitted by applicable law, to suspend, restrict or terminate a User's access to the Service in whole or in part, to withhold or remove their Listings, and/or to close their Account. The User concerned shall be notified thereof by an electronic message sent to the address linked to their Account, stating, where required by applicable law, the reasons for the measure taken.

5.8. Closure at the User's initiative. The User may at any time and without giving reasons cease using the Service and request the deletion of their Account via the means provided for that purpose on the Platform. The closure of an Account, whether at the initiative of the User or of the Platform, shall have no effect on Rental Agreements already concluded on the date of closure, which shall remain governed by these Terms and Conditions, nor on the rights and obligations arising before closure, including pending procedures relating to payment, security deposits, damage or disputes, which shall survive until fully settled.

5.9. Settlement upon closure. Where amounts are owed to the User on the date of closure of an Account, the Platform shall ensure that those amounts are transferred to the User in accordance with the payment terms set out in these Terms and Conditions, subject to the completion of any verification required by the payment service providers and to any right of retention or set-off provided for herein. Conversely, all amounts owed by the User to the Platform shall become immediately due and payable upon closure of the Account, and the Platform reserves the right to set off those amounts against any amount payable to the User, to the extent permitted by applicable law.

Article 6. Reviews and User Content

6.1. Review system

(a) **Principle.** At the end of each rental, and provided that any disputes or post-booking charges have been **fully resolved**, the Owner and the Traveller may each publish a review of their experience with regard to the Vehicle and/or the other User. Reviews are published on the Profile of the reviewed User under the "Reviews" category.

(b) **Content standards.** Reviews must be **strictly factual, accurate and truthful**, and must be free from: (i) any defamatory, discriminatory or offensive remark; (ii) any element liable to harm the honour or reputation of any person or entity; (iii) any inappropriate visual element; and (iv) any content contrary to public order, public decency or any right of a third party. The User who publishes a review bears **sole responsibility** for its content and undertakes to bear all the consequences thereof alone.

(c) **No verification by the Platform.** Reviews are not systematically checked for accuracy by the Platform and may be inaccurate or misleading; the Platform bears no liability whatsoever in respect of their content, in accordance with Article 4.

(d) **Moderation.** The Platform reserves the **sovereign right to moderate, refuse to publish or remove** any review that breaches the standards set out in paragraph (b). Photographs attached to a review may be removed by the Platform at any time. In the event of a dispute between Users, the Platform may **put the publication of a review on hold** in order to examine each party's version; depending on the information available to it, the Platform reserves the right not to publish the review and to apply any control measure to the Listing and/or the Users concerned in order to safeguard the quality of the Service.

(e) **Reporting.** The Platform makes available to Users the means to **report** any review or content liable to breach the standards set out in this Article. In the event of a confirmed breach, the Platform undertakes to remove the offending content without delay. Any conduct contrary to this Article may lead to the withdrawal of the User's status and/or the closure of their Account in accordance with Article 5.7, of which the User shall be notified by electronic message.

6.2. User Content

(a) **Publication.** Users may publish and make available content on the Platform, in particular in the form of Listings, photographs, travel stories, advice and reviews ("**User Content**"). All User Content must comply with the standards set out in Article 6.1(b) and must not contain any unlawful or illicit element, nor any element liable to infringe any right of a third party.

(b) **Ownership.** Each User **retains their IP Rights** in the User Content they make available on the Platform.

(c) **Licence.** By uploading texts, photographs, reviews or any other User Content to the Platform, the User grants the Platform a **free, worldwide, sub-licensable and non-exclusive licence** permitting the

reproduction, display, publication and commercial and promotional exploitation of that content, on any medium, by any means and at any time, for the purposes of operating and promoting the Service, including with or through partners of the Platform. This licence shall remain in force notwithstanding the closure of the User's Account, and the Platform may continue to use the relevant User Content after such closure, subject to the User's rights under applicable data protection law, including any right to erasure.

(d) **Right to erasure (GDPR).** In strict compliance with the GDPR, the Platform then undertakes to **anonymise or erase** all personal data, photographs and texts linked to the deleted profile, under the conditions and within the limits set out in the Privacy Policy (in particular with regard to data whose retention is required by law). For any further questions about the collection, processing and management of personal data, Users are expressly invited to consult the Privacy Policy, which is available here:
- For rentals under the Yescapa brand name: https://www.yescapa.ie/privacy/confidentiality
- For rentals under the Goboony brand name: https://www.goboony.be/privacy/confidentiality

(e) **Responsibility.** Users alone are responsible for the User Content they publish, including messages exchanged via the messaging service, which must comply with the requirements of courtesy and good conduct set out in these Terms and Conditions. The Platform may, at the legitimate and substantiated request of a User or on its own initiative, freely remove any content of an abusive nature, in accordance with Article 6.1(d) and (e).

Article 7. Intellectual property

7.1. Ownership of the Platform and of the Content

(a) The Platform, the Service and all elements of which they consist, including, without limitation, the structure, layout, look and feel, logos, trade marks, trade names, domain names, graphic charters, software, source code, databases, texts, blogs, photographs and editorial content published by the Platform under either Brand (together the "**Content**"), are the **full, entire and exclusive property of the Group and/or its licensors**, and are protected by the applicable national, European and international intellectual property legislation.

(b) For the avoidance of doubt, the Content does **not** include User Content, which remains governed by Article 6.2: each User retains their IP Rights in the content they make available on the Platform, subject to the licence granted to the Platform under that article.

7.2. Licence granted to the User

(a) The Platform grants the User a **limited, personal, revocable, non-exclusive, non-sub-licensable and non-transferable right** to use the Service and the Content, solely for the purposes and within the limits set out in these Terms and Conditions, for the duration of the use of the Service.

(b) **Nothing in these Terms and Conditions effects or is intended to effect any transfer of IP Rights to the User.** Any representation, copy, reproduction, use, distribution, display or exploitation, in whole or in part, of any element of the Content, by any process and on any medium whatsoever, is strictly prohibited without the prior express authorisation of the Platform.

7.3. Prohibited conduct

Without prejudice to the generality of Article 7.2, the User shall refrain from:

(a) **removing, concealing, altering or rendering illegible** any statement or notice relating to IP Rights appearing on the Platform or in the Content;

(b) any act infringing the IP Rights of the Group, in particular by **registering domain names, trade marks, trade names or sponsored keywords** (including Google Ads) that are identical or similar to any element covered by the IP Rights of the Group;

(c) without the prior written authorisation of the Platform, **extracting, retrieving, duplicating or re-utilising all or a substantial part of the Content or of the databases** of the Platform, or repeatedly and systematically extracting or re-utilising insubstantial parts thereof, within the meaning of the applicable database legislation (sui generis database right); (d) carrying out the **automated reproduction or collection of Content** by means of spiders, crawlers, robots or any similar means, except in compliance with the conditions set out in the robots.txt file published on the Platform.

7.4. Liability and indemnification

(a) The Platform disclaims all liability in the event of an infringement of third-party rights committed in connection with any activity or any non-compliant use of the Platform by a User.

(b) The User shall indemnify and hold the Platform harmless against all damage and costs — including damage caused by an alleged or established infringement of IP Rights, third-party claims and reasonable legal fees — arising from the User's breach of this Article, under the conditions set out in Article 19 and Article 25.

7.5. Survival

The prohibitions set out in this Article shall remain in force after the closure of the User's Account for as long as the corresponding IP Rights remain protected. The fate of the licence granted by the User in respect of their User Content upon deletion of their Account is governed by Article 6.2.

PART 3: GENERAL CONDITIONS FOR TRAVELLERS AND OWNERS

Article 8. Listings and Conditions applicable to Owners

8.1. Publication of a Listing. Each Owner may offer a Vehicle for rent by publishing a Listing on the Platform free of charge, in accordance with these Terms and Conditions. The Listing shall contain the following:

- a **detailed description of the Vehicle** (in particular the make and model, the year of first registration, the mileage, the type of Vehicle, the **exact number of belted seats**, and its main equipment and features), - interior and exterior photographs corresponding to its current condition, - a pricing schedule, - the rental conditions, - the amount of the Security Deposit and, where applicable, of the Excess, an up-to-date availability calendar, and. An error regarding the number of belted seats may constitute grounds for cancellation of the Booking with a **full refund of the Price to the Traveller**. If the Vehicle is a Heavy Vehicle, the Owner shall notify the Platform thereof and state this clearly in the Listing.

8.2. Accuracy of information. The Owner represents and warrants that **all information, descriptions, photographs and documents provided in the Listing and on their Account are authentic, truthful, accurate, objective and consistent with the actual condition, characteristics, equipment and standard of maintenance of the Vehicle**. The Owner undertakes to keep this information up to date at all times and shall not mislead, nor be of such a nature as to mislead, Travellers as to the characteristics of the Vehicle. The Platform bears no liability whatsoever for any description that is incomplete, inaccurate or false, the consequences of which shall be borne exclusively by the Owner. The Owner shall furthermore state in the Listing any provision that departs from or conflicts with the standard template Rental Agreement made available by the Platform.

8.3. Mandatory documents. Before any first Rental Period, and **no later than five (5) working days before the start of each Rental Period**, the Owner shall upload to their Account the documents requested by the Platform, which shall include at least the following: (a) a **valid identity document** of the Owner (and, for the payout of the amounts due, of the bank account holder, who, for natural persons, must be the same person as the Account holder); and (b) the **registration certificate** of the Vehicle. The Owner shall furthermore, when requested or where required for insurance or payment purposes, provide the following: bank account details (IBAN), a valid driving licence, proof of insurance, a valid roadworthiness (MOT) certificate, and the technical characteristics of the Vehicle, namely its **maximum authorised mass (GVWR/PTAC), registration number and new value**, the omission or incorrect entry of which may result in **forfeiture of the insurance cover**, under the sole responsibility of the Owner. The Owner consents to these documents being communicated to the Platform's insurance partners, payment service providers and verification service providers. The Owner shall renew any document that expires between the confirmation of a Booking and the start of the Rental Period; failing this, the Listing may be suspended and all Confirmed Bookings may be cancelled, **without any right to compensation** for the Owner.

8.4. Condition and maintenance of the Vehicle. The Owner warrants: (a) **full and unencumbered ownership** of the Vehicle, or due authorisation to offer it for rent; (b) that the Vehicle is lawfully registered, is authorised to be rented under the applicable laws and regulations, and holds a **valid and current roadworthiness certificate**; and (c) that, at the start of each Rental Period, the Vehicle is **in good working order and in a good state of repair, is in perfect roadworthy condition, and presents no risk whatsoever to the Traveller, the passengers or any other road user**. The Owner undertakes to maintain the Vehicle in good general mechanical condition, to check all safety components and to comply with the

intervals for statutory technical inspections. Except in the event of misuse by the Traveller, mechanical failures are attributed to natural wear and tear and to the maintenance of the Vehicle and fall under the responsibility of the Owner. Where a mechanical failure occurs during a Rental Period on a component that was identified on the most recent roadworthiness certificate as having a minor defect and no invoice evidences its prior repair, or where the Vehicle was first registered **twenty (20) years or more** before the Rental Period, the Owner shall bear the full cost of repair and shall have no recourse whatsoever against the Traveller or the Platform in respect of that failure.

8.5. Obligations upon handover. The Owner undertakes: (a) to make the Vehicle available **clean inside and out, with fluid and fuel levels in order**, and in all material respects in accordance with the Listing, including its photographs; (b) **to be present at the check-in and check-out inspections** and to complete and sign the Handover Form at the start and at the end of each Rental Period, it being understood that the Owner may delegate this task only to a single representative, who must be the same person at check-in and at check-out, except where the country of registration of the Vehicle does not permit such delegation, as indicated on the Platform; and (c) where the Owner provides the insurance for the rental, to check that this insurance covers all declared drivers. Where the Owner fails to comply with one or more of these obligations, the Traveller is entitled to refuse the handover of the Vehicle by cancelling the Booking, attributable to the Owner, and to claim the refund provided for in these Terms and Conditions; such conduct by the Owner may furthermore give rise to the removal of the Listing and the loss of future Confirmed Bookings **without any right to compensation**.

8.6. Pricing. The Owner freely determines the Rental Price, any per-mile/per-kilometre charges and any additional charges (such as cleaning fees), which must be stated in the Listing. The Owner is solely responsible for the accuracy of their rates and shall inform the Traveller of any change to the Rental Price occurring after a Booking Request has been sent. Pricing shall be fair and complete, consistent with the value, age, equipment and mileage of the Vehicle, and inclusive of all applicable taxes. **No charge may be made for gas consumption**, which is deemed to be included in the Rental Price. Where the Owner offers the Vehicle on other platforms, the Owner undertakes to apply on the Platform prices that are **equal to or lower than** those applied on those other platforms, taking into account the respective calculation methods.

8.7. Own insurance. Where the Owner chooses, under the conditions provided for in Article 16, to cover rentals through their own insurance policy instead of through the insurance arranged by the Platform, the Owner shall notify the Platform thereof **in writing**, check that this policy covers rental to third parties and all declared drivers, and clearly state the applicable cover, exclusions and Excesses in the Listing.

8.8. Moderation, suspension and removal of Listings. The Platform reserves the right to accept or refuse any Listing, and to suspend or remove any Listing, in particular: (a) where the documents or information relating to the Vehicle or the Owner are missing, irregular, illegible, expired or inaccurate; (b) following one or more reports from Travellers expressing dissatisfaction with the Vehicle or the conduct of its Owner; (c) following a breakdown or any incident, pending verification that the Vehicle remains fit to be rented; (d) where the Vehicle presents a risk liable to affect the safety of Users or the quality of the Service; or (e) in the event of any breach by the Owner of these Terms and Conditions or of the cohesion of the community of Users. Such suspension or removal may result in the cancellation of Confirmed Bookings, **without any right to compensation** for the Owner in respect of the expected Rental Prices. No Vehicle may be offered for rent before completion of the compliance check carried out by the Platform upon registration of the Vehicle; this check is carried out purely by way of assistance and without any obligation of result, and Travellers may not require any subsequent check from the Platform. The maintenance and updating of documents and information remain the **sole responsibility of the Owner**.

8.9. Transfer of ownership of the Vehicle. In the event of a transfer of ownership of a Vehicle, or of any claim to the ownership of a Vehicle, or where the Platform becomes aware of such an event, the Platform

reserves the right to take any appropriate measure to safeguard the integrity of the Service, including the temporary suspension or permanent removal of the relevant Listing and the cancellation and refund of pending Bookings. The new owner wishing to advertise the Vehicle shall create their own Account, publish a new Listing and provide the documents evidencing their ownership. **No transfer of an Account between Users is permitted.**

Article 9. Booking process

9.1. General principles. Users act autonomously in consulting and assessing Listings, in deciding to make a Vehicle available and in accepting a Booking Request. Each User undertakes to examine the relevant Listings carefully and accurately, taking into account the availability dates, the model and category of the Vehicle, its general condition and the geographical location of the Owner. Each Booking Request and each confirmation of a Booking is subject to the unconditional acceptance without reservation of these Terms and Conditions. Unless the Platform expressly indicates otherwise, each Booking Request shall be sent **no later than forty-eight (48) working hours before the start of the Rental Period**; after this deadline, the request will nevertheless be forwarded and processed, but the Platform cannot guarantee full performance of the Service, in particular with regard to the verification of documents and insurance.

9.2. Booking on request and acceptance. A Traveller interested in renting a Vehicle sends a Booking Request to the Owner via the Platform, stating, as a mandatory requirement, the dates on which the Traveller wishes to have the Vehicle at their disposal. The Traveller may send **several Booking Requests to several Owners** for the same period; the Platform reserves the right to cancel all additional, non-accepted Booking Requests of the Traveller relating to the same period as soon as a Booking has been confirmed.

The Owner is notified of the Booking Request by electronic message, text message or any other available means of communication, and undertakes to respond by **accepting or declining the request within a maximum of twenty-four (24) hours**, failing which the Booking Request may lapse. If the Owner declines, the Platform will inform the Traveller as soon as possible and may, depending on its resources and the available offer and without any obligation of result, propose equivalent alternatives; no refusal of a Booking Request shall engage the liability of the Platform.

9.3. Instant booking. The Platform may, on its websites and applications and according to a roll-out schedule determined by the Platform, make available to Owners an "**Instant Booking**" feature that allows a Traveller to confirm a Booking immediately, without prior acceptance of a Booking Request by the Owner. By activating Instant Booking for a Listing, **the Owner undertakes to honour every Booking confirmed via this feature** and, to that end, to keep the availability calendar of the Listing permanently up to date. The Owner may cancel a Confirmed Booking made via Instant Booking **within twenty-four (24) hours of its confirmation, solely where the Booking does not comply with the rental conditions stated in the Listing**; otherwise, any cancellation by the Owner shall be treated as an unjustified cancellation attributable to the Owner and shall give rise to the compensation and consequences provided for in Article 14.

9.4. Formation of the Confirmed Booking. A Booking becomes a **Confirmed Booking**, binding on the Owner and the Traveller, as soon as the Traveller has completed the first payment of the Price via the Platform, following either (a) acceptance of the Booking Request by the Owner, or (b) immediate confirmation of the Booking via the Instant Booking feature. Upon confirmation of payment by crediting of an account opened in the name of the entity operating the Platform or of its payment service provider, the Platform will send the Owner and the Traveller a **detailed summary** of the elements of the Confirmed Booking. The Traveller is only authorised to take possession of the Vehicle after confirmation of due payment of the Price via the Platform, and the Owner is entitled to refuse to hand over the Vehicle if the

Traveller cannot evidence this payment. The Platform is not liable for errors made by Users when initiating a Booking, in particular with regard to the desired Rental Period or the type of Vehicle, nor does it guarantee the firmness or accuracy of the dates indicated by the Traveller.

Article 10. Formation of the Rental Agreement

10.1. The Rental Agreement. Each Confirmed Booking shall be recorded in a Rental Agreement concluded **directly and exclusively between the Owner and the Traveller**, which the parties shall complete and sign no later than upon handover of the Vehicle, together with the Handover Form.

10.2. Standard Template. To record their Rental Agreement, the Private Owner and the Traveller shall formalise their agreement using the **Standard Template made available by the Platform.** Users are free to choose to complete and sign it **either on paper or in digital form** via the features offered on the Platform. The paper version and the digital version are **strictly equivalent**: both have the same binding force between the parties, and the electronic signature, if used, is deemed to satisfy any requirement of writing to the extent permitted by applicable law. The choice between the paper version and the digital version rests with the Users and has no effect on the application of these Terms and Conditions, on the insurance cover or on the intermediation services of the Platform. The Standard Template is governed by its own provisions; in the event of a disagreement between the Private Owner and the Traveller submitted to the Platform, the Platform will take a position **in accordance with the provisions of the standard template and these Terms and Conditions, notwithstanding any amendment, adjustment or informal arrangement** that may have been agreed between the Users.

The specific rules applicable to the agreements of Professional Owners are set out in Part 4.

10.3. Privity of contract. In accordance with the principle of privity of contract, no Rental Agreement may bind a third party who has not signed it, nor give rise to any obligation enforceable against the Platform, which is not a party to it, in accordance with Article 4. Only the Owner and the Traveller undertake to perform the obligations described in the Rental Agreement and they alone are liable thereunder.

Article 11. Amendment and Extension of a Booking

11.1. General principle. After the formation of a Confirmed Booking, the Traveller may request the amendment of certain elements of the Booking under the conditions provided for in this Article. As a general rule, a Confirmed Booking may be **upgraded or extended, but not downgraded, reduced or shortened**. Any amendment permitted under this Article shall be requested exclusively via the features offered on the Platform, through the User's personal area.

11.2. Amendments subject to the Owner's consent. The Traveller may request **a change to the dates of the Rental Period** or an **increase in the mileage allowance** included in the Booking. Any such amendment is subject to (a) the **prior consent of the Owner**, and (b) payment of the corresponding adjustment to the Price, including the applicable Service Fee. The Owner is free to accept or refuse such a request, and no refusal shall engage the liability of the Owner or of the Platform.

11.3. Amendments not requiring the Owner's consent. The Traveller may, **without prior validation by the Owner** and subject to payment of the associated costs: (a) request the **addition of an additional driver**, provided that this driver meets the age, driving licence and eligibility conditions required by the Listing and by the applicable insurance terms; and/or (b) **upgrade the insurance cover** attached to the Booking, in particular by subscribing, where available, to an Excess buy-back option or to a higher insurance package offered via the Platform.

11.4. Prohibition of downgrades. After confirmation of the Booking, the Traveller may not: (a) **reduce the duration of the Rental Period** originally agreed; (b) **reduce the mileage allowance** originally included; or (c) **downgrade or withdraw an insurance package, option or service** already subscribed to. Early return of the Vehicle, or failure to use all or part of the Rental Period, the mileage allowance or any option, gives **no right whatsoever to any refund or price reduction**, without prejudice to the provisions of these Terms and Conditions relating to cancellation (Article 14) and to breakdown and interruption of the rental (Article 15).

11.5. Extension of the Rental Period. Users may extend the duration of a paid Booking by requesting an **extension of the Rental Period**, which must be done via their personal area on the Platform. Any extension request shall be submitted **no later than seventy-two (72) hours before the start of the Rental Period**, unless the Platform expressly allows a shorter period. Any extension is granted under the originally agreed conditions, in particular with regard to the Rental Price, its supplements, the options and the Service Fee, and **without application of any weekly discount rate** that the Owner may have offered in the Listing. The amount of the extension is calculated autonomously, and **only the Owner** may accept the extension request submitted by the Traveller. Where the Owner and the Traveller agree that the extension will not give rise to an additional Rental Price for the Owner, the request shall nevertheless be submitted via the Platform, and the absence of a Rental Price for the extension period **shall not release the Traveller from payment of the entire Service Fee** and, where applicable, of the insurance costs relating to that period.

11.6. Consequences of an amendment. Any amendment or extension accepted in accordance with this Article forms an integral part of the Confirmed Booking and of the Rental Agreement, which shall be deemed to have been amended accordingly. The cancellation and refund conditions applicable to an amended Booking are determined **on the basis of the date of the first amendment request relating to the original Booking**, in accordance with Article 14. All other conditions of the Booking remain unchanged. For the avoidance of doubt, insurance cover for an extension period or an additional driver only takes effect after due payment of the corresponding amounts and subject to the applicable insurance terms.

Article 12. Price, Service Fee and Payment

12.1. Price and Rental Price

(a) **Determination by the Owner.** The price for the rental of the Vehicle, which corresponds to the **Rental Price,** is determined **autonomously and freely by the Owner**, who sets the rental rate, any per-mile/per-kilometre charges and any additional charges (such as cleaning fees) in the Listing, in accordance with Article 8.6. The Platform does not intervene in any way in the determination of the Rental Price; it is in addition to and separate from the Service Fee and the other components of the Price defined in Article 12.1(b). The Owner is solely responsible for the accuracy of their rates and must inform the Traveller of any change to the Rental Price occurring after a Booking Request has been sent; the Platform bears no liability whatsoever with regard to incorrect rates.

(b) **Composition of the Price.** The Price payable by the Traveller comprises: (i) the Rental Price and any additional charges set by the Owner; (ii) the Service Fee charged to the Traveller in accordance with Article 12.2; (iii) the cost of any insurance and assistance arranged via the Platform; and (iv) the cost of any options chosen by the Traveller (such as additional drivers, reduction of the excess or mileage supplements). The breakdown of the Price, including the amount of the Service Fee, is shown to the Traveller **before a Booking Request is sent** and again on the booking summary and the invoice after confirmation.

(c) **Amounts due for the Rental Period.** The Rental Price is due for an amount covering the day and time at which the Vehicle is taken into possession and the day and time of its return. Confirmation of the Booking by the Traveller constitutes acceptance of the Price, including the Service Fee and all supplements relating to the options and insurance subscribed to.

12.2. Service Fee

(a) **Principle.** In return for the Service, the Platform charges a **Service Fee**, which may consist of a percentage of the Rental Price, a fixed amount per day or per Booking, or a combination thereof.

(b) **Fee charged to the Traveller.** A Service Fee is applied to each Booking and paid by the Traveller **in addition to the Rental Price set by the Owner**. Its amount may vary depending, in particular, on the duration of the rental, the status of the Owner (Private or Professional), the country of registration of the Vehicle and the applicable insurance cover. The amount of the Traveller's Service Fee is stated in the Booking details **before a Booking Request is sent**, and on the invoice after confirmation. Use of the Service constitutes acceptance without reservation by the Traveller of the amount of this fee.

(c) **Fee charged to the Owner.** The Platform may also charge the Owner a Service Fee in the form of a commission **deducted from the Rental Price** before payout. This fee may vary depending, in particular, on the status of the Owner (Private or Professional), the volume of rentals and the country of registration of the Vehicle. The breakdown of the Owner's Service Fee is communicated to the Owner and is shown on the invoices and on the statement of payments received. The Rental Price paid out to the Owner in accordance with Article 12.5 is therefore the **net amount after deduction** of the Owner's Service Fee.

(d) **Changes to fees.** The Platform reserves the right to change the structure or amount of the Service Fee. Such changes apply exclusively to Bookings confirmed after their entry into force, in accordance with Article 3.

12.3. Payment service providers

(a) **Regulated payment partners.** All financial transactions carried out on the Platform are secured and processed exclusively by regulated third-party payment service providers (the "**PSPs**"), including MANGOPAY and Stripe. Payments are offered through them and may include PayPal, Klarna, iDEAL, Bancontact and MBWay. Credit facility options are provided through our partner Floa Bank. For security reasons, the Platform does not store full payment card details within its own infrastructure.

(b) **Acceptance of the PSPs' terms.** By making a payment, **the User unconditionally accepts the terms and conditions of the PSP** used for the transaction and undertakes to comply with the conditions set by that PSP, in particular with regard to identity verification, in order to be able to make or receive payments.

Mangopay Terms and Conditions: https://mangopay.com/terms-and-conditions
Stripe Terms and Conditions: https://stripe.com/en-fr/legal/connect-account

(c) **Accepted payment methods.** The Traveller undertakes to pay the full Price via the online payment solutions offered by the Platform, within the time limits stated on the Platform and in any event before the start of the Rental Period. Depending on the User's location and the conditions of the Booking, the accepted payment methods include:

- **Bank cards.** The credit or debit card used must remain valid until **at least one (1) month after the scheduled return date** of the Vehicle, in order to cover any post-rental charges.
- **PayPal.** Subject to availability and limited to certain Bookings, payment may be made via PayPal, which requires a valid PayPal account.

- **Klarna and iDEAL.** Subject to availability, payment may be made via Klarna or iDEAL, under the conditions stated at checkout.
- **Gift cards and promotional codes.** Gift cards and promotional codes are valid for **single use, solely at the time of booking**, and cannot be applied after payment of the Booking. Their amounts are **definitively non-refundable** and cannot be exchanged for cash; where the Price is lower than the value of the gift card, no refund of the difference is due. In the event of cancellation by the Owner, amounts paid with a gift card shall be re-credited to the gift card and not to a bank account.
- **Vouchers and rental credits.** Vouchers and rental credits issued by the Platform (for example following a cancellation, a case of force majeure or as a goodwill gesture) are valid for the period stated upon issue, in principle **twelve (12) months** from issue. They are **non-refundable**, cannot be exchanged for cash, and any unused balance gives no right to a refund.

(d) **Legitimacy of charges and chargebacks.** The Platform ensures that all amounts debited from the Traveller's payment method are legitimate and justified and are processed in accordance with these Terms and Conditions and the Rental Agreement; the Platform will at no time withhold amounts that are not duly and demonstrably owed. Where a Traveller initiates a payment dispute or chargeback against a legitimate transaction, the Platform expressly reserves the right to contest it with the financial institutions concerned, using all available contractual and operational documentation (including the Rental Agreement, the Handover Forms, invoices and damage reports). Where an unjustified chargeback or payment dispute results in a loss for the Platform or the Owner, the Platform reserves the right to engage a specialised third-party debt collection agency to recover the amounts owed directly from the defaulting User; **all costs, legal fees and administrative costs** associated with such recovery shall be borne in full by the defaulting User, to the extent permitted by applicable law.

12.4. Payment schedules

(a) **Traveller's commitment.** By confirming a Booking, the Traveller expressly commits to the payment schedule applicable to the Booking and warrants that they have the necessary funds to comply with it in full.

(b) **Payment in instalments.** Where the Rental Period begins more than forty (40) days after the Booking Request and the Price exceeds fifty euros (€50), or the equivalent amount in the currency used on the Platform for the Booking, the Traveller may choose to pay the Price either in full upon confirmation or in **two (2) instalments**: a first instalment collected upon confirmation *[TO BE CONFIRMED — % or amount of the first instalment, and the precise period within which the Traveller may choose its collection date]*, and a second instalment equal to **ninety-five per cent (95%) of the payout to the Owner**, due no later than **thirty-five (35) days** before the start of the Rental Period. Where these conditions are not met, the Price is collected in a single payment upon confirmation.

(c) **Collection of instalments.** Subsequent instalments are **automatically debited** on their respective due dates from the payment method used at the time of booking, without any action being required from the Traveller, who receives a reminder before each debit. The Traveller undertakes to keep a valid payment method registered and to update it where necessary. **Where a payment method does not technically allow automatic debiting, the Traveller shall pay the relevant instalment via the payment link or feature made available by the Platform**, no later than the stated due date.

(d) **Default in payment.**
(i) **First instalment.** If the first instalment is not paid within the time limit stated at the time of the Booking, the Booking shall lapse automatically, without any cancellation fee.

(ii) **Subsequent instalments**. If the first instalment has been duly paid, each subsequent instalment, whatever its rank, must be paid in full on its due date. If the automatic debit of an instalment after the first

fails, the Traveller formally undertakes to pay the outstanding balance manually within a **strict grace period of five (5) days** from the failed debit attempt; this grace period applies identically to each instalment after the first. If the Traveller fails to pay the outstanding balance by the end of this final deadline, the Booking shall be deemed **automatically cancelled**; in that event, no refund of previously paid instalments shall be due beyond what results from the cancellation conditions of Article 14, and the funds guaranteed to the Owner shall be **strictly limited to the amounts actually collected** on the date of cancellation.

(iii) The Traveller shall not initiate any bank dispute against a scheduled instalment; doing so constitutes a material breach of these Terms and Conditions and shall result in the immediate cancellation of the Booking.

(e) **Mandate for recurring payments and post-rental charges.** By validating the Booking, the Traveller authorises the Platform to process subsequent transactions using the registered payment method (a "recurring payments" mandate). This mechanism does not constitute a subscription and gives no right to process arbitrary charges; it is used **strictly as required**, solely to collect documented post-rental amounts for which the Traveller's liability is engaged, namely: (i) applicable insurance Excesses; (ii) documented repairs, damage or missing inventory identified during the inspection upon return; and (iii) traffic fines, tolls and cross-border charges incurred during the Rental Period. It shall in no event be used where no compensation is due or where the Traveller's liability is not engaged.

12.5. Payout to the Owner

(a) **Timing of the payout.** Where the Traveller has paid the Price online via the Platform, the Owner receives the Rental Price, after deduction of the Owner's Service Fee in accordance with Article 12.2(c), by a transfer made by the PSP **on the second (2nd) working day of the Rental Period**, subject to usual banking delays and bank holidays. The amounts paid out are based on the data available to the Platform, unless it is shown that such data are inaccurate.

(b) **Conditions for payout.** As an absolute condition for any payout, the Owner must have entered and validated their bank details (IBAN) on the Platform, together with the documents required by the PSP, **before the departure date**.

(c) **Blocking of payouts, retention and set-off.** The Platform reserves the right temporarily to block or suspend the payout of the Rental Price where the Traveller reports a breakdown or serious damage to the Vehicle at departure or **within the first forty-eight (48) hours of the Rental Period**, for the time necessary to investigate liability in accordance with Article 15; such investigation may lead to a full or partial refund of the rental. The Platform furthermore reserves the right to withhold future payouts, cancel scheduled Bookings or suspend a Listing where the Owner unlawfully withholds a Security Deposit (Articles 13 and 18.4), and, more generally, to **set off** any amount owed by an Owner under these Terms and Conditions against any amount payable to that Owner.

12.6. Foreign currencies

(a) **Bank and card charges.** Payments on the Platform may involve a currency conversion where the currency of the Traveller's payment method differs from the currency used on the Platform for the Booking. **All currency conversion charges, international transaction fees,, or similar bank or card charges** levied by the Traveller's bank, card issuer or payment service provider in connection with the payment shall be borne exclusively by the Traveller and shall not be refunded by the Platform or by the Owner. This does not include the payment service provider fees charged to the Platform, which remain payable by the Platform.

(b) **Exchange rate fluctuations.** Where a refund (including the release of a Security Deposit) differs from the amount originally paid as a result of exchange rate fluctuations between the date of payment and the date of refund, neither the Platform nor the Owner shall be required to make good the difference.

Article 13. Security Deposit

13.1. Purpose of the Security Deposit

(a) The Security Deposit is intended to secure the settlement of all amounts owed by the Traveller in connection with the Rental Agreement, including, without limitation: damage caused to the Vehicle during the Rental Period; the applicable insurance **Excess(es)**; loss of or damage to the inventory; additional mileage; and any other amount owed to the Owner under the Rental Agreement.

(b) The handling of the Security Deposit is conditional upon the **signature by both parties of the Rental Agreement and of the Handover Form** both at departure and upon return of the Vehicle. Where the Owner has delegated the inspections in accordance with Article 8.5, the same person must carry out both the inspection at departure and the inspection upon return.

13.2. Payment and holding of the Security Deposit — Standard management by the Platform

(a) **Principle.** Unless otherwise stated in the Listing in accordance with Articles 13.5 and 23.7, the Security Deposit is **paid by the Traveller via the Platform** and held on behalf of the Traveller in a segregated third-party account managed by the PSP. **The Owner does not receive or hold the Security Deposit directly** and may not demand any amount in cash, by cheque or by any other means upon handover of the Vehicle; any such demand made to the Traveller may lead to the cancellation of the Booking attributable to the Owner, with loss of the corresponding Rental Price.

(b) **Collection.** The Security Deposit is collected as a **separate charge**, due **twenty-one (21) days** before the start of the Rental Period. Where the Booking is confirmed within twenty-one (21) days before departure, the Security Deposit is collected immediately upon confirmation, separately from the Price.

(c) **Amount.** The amount of the Security Deposit applicable to each Booking is stated in the Listing. Where the rental is covered by the insurance arranged via the Platform, the standard amounts per country of registration of the Vehicle are stated on the Platform. Owners using their own insurance in accordance with Article 16 may set a different amount, which must be clearly stated in the Listing.

13.3. Release and retention of the Security Deposit

(a) **Automatic release.** After the return of the Vehicle, the Owner has **seventy-two (72) hours** to block the Security Deposit via the Platform by reporting damage in accordance with Article 13.3(b). In the absence of any action within this period, the Security Deposit is **automatically released and refunded to the Traveller**.

(b) **Owner's choice.** Within the seventy-two (72) hour period provided for in paragraph (a), the Owner must choose either (i) to release the Security Deposit, or (ii) to report damage to the Vehicle, which opens a period of **twenty-eight (28) days** from the check-out date of the Booking for filing the damage claim.

(c) **Expiry of the period for filing the damage claim.** If the Owner does not complete the damage claim, including the provision of supporting evidence, within this twenty-eight (28) day period, the Security Deposit is **automatically released and refunded in full to the Traveller**.

(d) **Retention pending settlement.** The Security Deposit, or the disputed part thereof, is retained until the file is settled, in order to cover the repairs or amounts for which the Traveller is liable. Any amount not attributable to the Traveller is refunded to the Traveller upon closure of the file. Any payout to the Owner from the Security Deposit must be justified by supporting evidence, and the Traveller is informed of the breakdown of the amounts retained.

(e) **Insufficiency of the Security Deposit.** Where the amounts owed by the Traveller exceed the amount of the Security Deposit, the surplus remains owed by the Traveller and may be collected in accordance with Article 12.4(e) . The Platform assumes no responsibility for recovering, on behalf of the Owner, amounts exceeding the Security Deposit, nor for recovering amounts from the Owner on behalf of the Traveller.

13.4. Excess reduction option (Rental Cover)

(a) The Platform may offer Travellers, during the booking process and for a daily fee, an **optional excess reduction product** provided by a third-party partner, which reduces both the amount of the Security Deposit and the Excess per incident to the reduced amount stated at the time of subscription.

(b) The subscription, scope, exclusions and claims handling of this product are governed by the **terms and conditions of the third-party partner**, which the Traveller must accept upon subscription. The fee for this product is **non-refundable** once the Rental Period has begun, and the product cannot be withdrawn or downgraded after confirmation, in accordance with Article 11.4.

13.5. Transitional arrangements and Listing-specific arrangements — Management by the Owner

(a) For certain Listings, as expressly stated therein, the Security Deposit may be **managed directly by the Owner**. In that case, the Security Deposit is paid in the form stated in the Listing or, in the absence of such a statement, by any means of payment that can be cashed in the country of registration of the Vehicle; the Traveller firmly undertakes to pay it upon the Owner's first request, failing which the Booking may be cancelled by the Owner without refund.

(b) In the absence of damage recorded on the Handover Form upon return, the Owner shall **refund the Security Deposit immediately** at the end of the Rental Period. In the event of damage, both parties shall report it to the Platform in accordance with Article 17, and the Owner may retain the Security Deposit pending settlement. Any refusal by the Owner to return the Security Deposit in whole or in part following a mediation decision constitutes **unlawful retention**, exposing the Owner to the withholding of future payouts, the suspension of the Listing and any remedy available to the Traveller.

(c) **Change in the method of management.** Where the method of managing the Security Deposit is changed after confirmation of the Booking, the Traveller is entitled to require that the Security Deposit be handled in accordance with the arrangements originally set out in the Listing; any refusal by the Owner shall result in the refund of the Booking to the Traveller.

Article 14. Cancellation

14.1. Cancellation by the Traveller

(a) **Procedure.** A Traveller wishing to cancel a Booking must do so immediately and exclusively via their personal area on the Platform. Only the date and time at which the cancellation is communicated to the Platform determine the applicable refund conditions. Any cancellation by the Traveller falls under their **sole**

responsibility and does not engage the liability of the Platform, whose service is limited to putting Owners and Travellers in contact without guaranteeing the commitments of either.

(b) **Cooling-off period.** Where cancellation takes place **within twenty-four (24) hours of confirmation of the Booking**, the Traveller is entitled to a **full refund** of the rental, the Owner undertaking in that case to waive their Rental Price. By way of exception, no refund is due where cancellation takes place within twenty-four (24) hours of confirmation while the start of the Rental Period is scheduled within twenty-four (24) hours of confirmation.

(c) **Standard cancellation scheme.** Outside the grace period provided for in paragraph (b), the following conditions apply to any cancellation by the Traveller:

- **Thirty (30) days or more before the departure date**: refund of **ninety-five per cent (95%) of the Rental Price**. The insurance costs and the Service Fee are **non-refundable**. The remaining compensation of five per cent (5%) of the Rental Price is paid immediately to the Owner.
- **Less than thirty (30) days before the departure date**: **no refund whatsoever**; one hundred per cent (100%) of the Price is retained, and the compensation owed to the Owner is paid immediately to the Owner.

(d) **Payments in instalments.** If the Traveller has opted for an instalment payment schedule in accordance with Article 12.4(b) and, on the date of a cancellation taking place thirty (30) days or more before departure, only the first instalment has been collected, **no refund is due** where the amount of that first instalment corresponds to the Owner's compensation and to the non-refundable insurance costs and Service Fee.

(e) **Cancellation insurance.** The Platform may offer Travellers optional **cancellation insurance** which, in the event of cancellation before departure, allows a full refund of the Price (excluding the cost and any excess of the cancellation insurance itself), under the terms and conditions of the insurance partner, which the Traveller must accept upon subscription. Cancellation insurance must be taken out **at the time of confirmation of the Booking**. A claim under the cancellation insurance requires proof of the ground for cancellation; cover depends on the eligibility of the ground and on the date on which the event occurred. The Traveller undertakes to claim under the cancellation insurance **as soon as they become aware that they are unable to travel**; failing this, any refund shall be determined solely on the basis of the cancellation date in accordance with paragraph (c), without taking into account the date on which the event occurred.

(f) **Force majeure.** Cancellation on grounds of force majeure, namely a natural disaster, governmental restrictions in force preventing the movement of persons or imposing quarantine at departure or return, or an armed conflict arising at the place of departure, on the itinerary or in the Traveller's country of residence — entitles the Traveller, subject to eligibility and to the production of supporting evidence **within a reasonable period before the departure date**, to a change of dates or to a **rental credit**, according to the management arrangement chosen by the Owner and displayed on the Listing, namely: (i) refund of the Rental Price and issue of a rental credit corresponding to the insurance costs and Service Fee, valid for all Vehicles offered on the Platform (standard arrangement); or (ii) issue of a rental credit for the total amount of the Price, valid for the Vehicle(s) of the same Owner. Rental credits issued on grounds of force majeure are **valid for twelve (12) months** and may be used in several instalments; any unused balance is not refunded, the portion corresponding to the Owner's Rental Price then being transferred to the Owner. This right may be limited, modified or excluded for certain countries, as stated in the country-specific information available on the Platform for the country of registration of the Vehicle.

(g) **Amendment instead of cancellation.** A cancellation may, with the consent of the Owner and of the Platform, give rise to a change of the dates of the Booking. In that case, the cancellation and refund conditions are determined on the basis of **the date of the first amendment request** relating to the original

Booking, and the amended rental must be scheduled **within twelve (12) months** of the original departure date.

(h) **Refund period.** If a full or partial refund is justified under this Article, the Platform shall make the refund within **fourteen (14) days** of receipt of the cancellation request.

14.2. Cancellation by the Owner

(a) **Procedure and immediate notification.** An Owner who has to cancel a Booking undertakes to do so **as soon as possible** via their personal area. Any event liable to prevent the rental must be reported to the Platform immediately, and no later than **twenty-four (24) hours before** the scheduled start of the Rental Period.

(b) **Refund to the Traveller.** The Platform guarantees the refund of the amounts paid by the Traveller (Rental Price, insurance costs and Service Fee) provided that the Traveller expressly confirms the cancellation **no later than five o'clock in the afternoon (17:00) on the first day of the Rental Period**. If, despite the cancellation, the Rental Price has already been paid out to the Owner, the Owner must **repay the full Rental Price received**; failing this, the Platform reserves the right to withhold the amounts owed to the Traveller from future payouts to the Owner, in accordance with Article 12.5(c). After the deadline set out above, the Rental Price paid out to the Owner and the insurance portion transferred to the insurance partner can no longer be refunded by the Platform, which then refunds only the Service Fee; it is for the Traveller to claim the refund of the Rental Price directly from the Owner.

(c) **Cancellation compensation.** In the event of cancellation by the Owner before the departure date, the Owner shall pay the Platform compensation for the prejudice caused to the Platform. This amount may be deducted from the Rental Price owed to the Owner for their next rental. If the Owner refuses to pay the compensation and has no upcoming Bookings allowing it to be withheld, their Listings may be suspended.

(d) **Exemption.** The Owner is exempted from the compensation referred to in paragraph (c) only in the following cases, subject to the provision of written supporting evidence and to the Platform's assessment of the legitimacy of the cancellation: (i) breakdown or accident immobilising the rented Vehicle; (ii) serious illness or accident resulting in immobilisation and the impossibility of being represented vis-à-vis the Traveller; or (iii) death.

(e) **Breakdown before departure.** In the event of a breakdown or defect of the Vehicle liable to affect the rental in whole or in part before the start of the Rental Period, the Owner shall inform the Traveller **no later than two (2) hours** after becoming aware of it and shall indicate whether the Booking can be maintained. In such circumstances, the Traveller has the option of cancelling the Booking and receiving a full refund of the Price.

(f) **Verification of reported cancellations.** If a Traveller reports a possible cancellation that the Owner has not yet reported, the Platform shall contact the Owner to verify it. From **forty-eight (48) hours before departure until the day of departure**, the Owner has **three (3) days** from the Platform's request to confirm or deny the cancellation; in the absence of a response within that period, the Booking shall be deemed cancelled **attributable to the Owner**, resulting in the total loss of the Rental Price. The Platform reserves the right to consult the messaging service made available to Users in order to establish whether the Owner had announced the cancellation, and to decide accordingly.

(g) **Instant Booking.** In accordance with Article 9.3, the Owner may cancel a Booking confirmed via Instant Booking within twenty-four (24) hours of its confirmation only if the booking does not comply with the rental conditions stated in the Listing; otherwise, the Owner is not exempted from the compensation referred to in paragraph (c).

(h) **No replacement obligation.** The Platform's obligations towards the Traveller in the event of cancellation by the Owner are limited to the refund provided for in paragraph (b). The Platform does not undertake to find, propose or guarantee a replacement vehicle or an alternative rental solution. Any assistance the Platform may choose to provide in this respect is offered as a **discretionary goodwill gesture** and does not constitute an obligation, nor does it give rise to any right for the Traveller or any precedent.

(i) **Responsibility.** Any cancellation by the Owner falls under their sole responsibility. The Traveller waives in this respect any claim for damages or compensation against the Platform, and retains the right to claim compensation for their loss **directly from the Owner**.

14.3. Cancellation following the suspension or restriction of the Owner's Account

In the event of a cancellation resulting from the suspension or restriction of the Owner's Account by the Platform, the Traveller shall receive a full refund of all amounts paid in respect of the cancelled Booking.

Article 15. Breakdown and interruption of the rental

15.1. General principles and attribution of mechanical failures

(a) Save in the event of misuse of the Vehicle by the Traveller, mechanical failures are attributed to natural wear and tear and to the maintenance of the Vehicle, and responsibility for them lies with the **Owner**, in accordance with Article 8.4. The specific cases of attribution provided for in Article 8.4, including failures of a component identified on the most recent roadworthiness certificate as having a minor defect, without proof of repair, and Vehicles first registered twenty (20) years or more before the Rental Period, apply to this Article.

(b) If, during the Rental Period, a notable sign of a possible failure is observed (abnormal noise, warning light on the dashboard, vibrations or any other symptomatic manifestation of a mechanical anomaly), it is the **Traveller's responsibility** to ensure that the Vehicle is fit to continue the rental by having it checked by a professional mechanic, after first informing the Owner, in accordance with Article 17.

(c) **Under no circumstances shall the insurance costs be refunded once the Rental Period has begun**, regardless of the cause, date or attribution of the breakdown.

15.2. Breakdown within the first forty-eight (48) hours of the rental

(a) **Reporting and blocking of the payout.** If a breakdown is reported at departure or within the **first forty-eight (48) hours** of the Rental Period, the Platform reserves the right to block the payout of the Owner's share, in accordance with Article 12.5(c), for the time necessary to investigate responsibility for the breakdown; this investigation may lead to a full or partial refund of the rental.

(b) **Refund conditions.** If the cause of the breakdown cannot be attributed to the Traveller, following an examination of the file by the Platform excluding any responsibility on the part of the Traveller, the Traveller is entitled to: (i) a refund of the **Rental Price**; and (ii) a refund of **one hundred per cent (100%) of the Service Fee**. In accordance with Article 15.1(c), the **insurance costs are non-refundable**.

15.3. Breakdown or interruption after the first forty-eight (48) hours

(a) **Conditions of interruption.** If, after the first forty-eight (48) hours of the Rental Period, a breakdown of the Vehicle or operational difficulties prevent the continuation of the rental and require the immobilisation of the Vehicle for a period of more than **twenty-four (24) hours**, and the Traveller chooses to interrupt the

rental and benefits from repatriation by the assistance service included in the insurance provided by the Platform, the refund conditions set out below shall apply.

(b) **Pro rata refund of the Service Fee.** The Traveller is entitled to a refund of the Service Fee, calculated **pro rata temporis for the unused days**: (i) in the amount of **one hundred per cent (100%) of the pro rata amount** if the Traveller cannot be held responsible for the breakdown or operational difficulty; or (ii) in the amount of **fifty per cent (50%) of the pro rata amount** if responsibility for the damage cannot be established. In accordance with Article 15.1(c), the **insurance costs are non-refundable**.

(c) **Pro rata refund of the Rental Price by the Owner.** In the cases referred to in paragraph (a), the Owner shall also refund the Traveller, on the basis of the rental rate including any mileage charge, **pro rata temporis for the unused days**: (i) the **entirety** of the unused days if the Traveller's responsibility is not engaged; or (ii) **fifty per cent (50%)** of the unused days if responsibility cannot be established. It is the **full and entire responsibility of the Owner** to honour this refund where the interruption of the rental is caused by wear and tear and/or lack of maintenance of the Vehicle.

(d) **Scope of the Platform's commitment.** In all cases referred to in this Article, the Platform's responsibility is engaged **solely with regard to the proper completion of the refund of the Service Fee**; the refund of the Rental Price remains the obligation of the Owner, without prejudice to the Platform's ability to withhold amounts from payouts to the Owner in accordance with Article 12.5(c).

15.4. Grounds not eligible for a full refund of the Service Fee

The following grounds are not admissible for the purposes of a full refund of the Service Fee: (a) a delay in the handover of the Vehicle by the Owner to the Traveller; (b) the unilateral change by the Owner of the rental duration contractually agreed between the parties; and (c) more generally, the change by the Owner of any condition of the contractual rental arrangement, without prejudice to the Traveller's right to refuse the handover and to cancel the Booking as attributable to the Owner in accordance with Articles 8.5 and 14.2.

15.5. Repairs following a breakdown

The consequences of a breakdown with regard to the Owner's repair obligations, the suspension of the Listing pending verification that the Vehicle remains fit for rental, and the reporting deadlines are governed by Articles 8.8, 14.2(e) and 17. If a breakdown occurring during a rental engages the Owner's responsibility in accordance with Article 15.1(a), the Owner shall bear the entire cost of repair and shall have no recourse in that respect against the Traveller or the Platform.

Article 16. Insurance

16.1. Obligation of insurance cover

(a) No Vehicle may be rented via the Platform without insurance cover that complies with the legal requirements applicable to it. It is the responsibility of each Traveller to ensure that the rented Vehicle is duly insured for the rental; the insurance applicable to a Booking is subject to the Owner's consent and is stated on the Listing.

(b) Each Booking is covered under **one of the following two models**, as applicable to the relevant Listing: (i) the **insurance arranged via the Platform**, governed by Article 16.2; or (ii) the **Owner's own insurance**, governed by Article 16.3. The model applicable to each Listing, together with the associated cover, exclusions, Excesses and conditions, is stated on the Listing **before any Booking Request is sent**.

16.2. Insurance arranged via the Platform

(a) **Scope.** The Platform arranges, through its partner insurers, the provision of **"comprehensive" (multi-risk) insurance** for motorised land vehicles, together with roadside assistance, for the benefit of the Traveller and of the Owner for the duration of the Rental Period.

(b) **Conditions per country.** The availability, the identity of the partner insurer, the cover, the exclusions, the amount of the Excess and the availability of any Excess buy-back option **vary according to the country of registration of the Vehicle**. In order to benefit from the insurance arranged via the Platform, the Vehicle must be registered in one of the countries covered by the partner insurers, as stated on the Platform. The applicable conditions for each country are set out in the **General Insurance Terms and Conditions of the relevant partner insurer**, which are available on the Platform and communicated to the Traveller before confirmation of the Booking. Specific obligations may apply per country of registration; in particular, where the applicable partner insurance so requires, the Owner must inform their personal insurer of their rental activity, failing which the Owner may suffer forfeiture of their own cover. (c) **Subscription by the Traveller.** In order to be authorised to confirm a Booking falling under this model, the Traveller must accept the applicable General Insurance Terms and Conditions at the time of booking. The cost of the insurance is included in the Price in accordance with Article 12.1(b). Any Traveller who does not meet the conditions of the applicable insurance (in particular with regard to age, driving licence and eligibility as a driver) is solely responsible vis-à-vis the Platform, the Owner and third parties. Only drivers declared and accepted in accordance with the applicable insurance terms are authorised to drive the Vehicle.

(d) **Commencement of cover.** Insurance cover takes effect subject to the due communication and accuracy of the data required by Articles 5 and 8, in particular the maximum authorised mass (GVWR/PTAC), the registration number and the new value of the Vehicle, and the documents of the Owner and of the Traveller. The conditions for forfeiture of cover are set out in Article 16.4.

(e) **Excess and buy-back.** The Excess applicable per claim or event is stated in the applicable General Insurance Terms and Conditions. If offered for the relevant country, the Traveller may subscribe to an **option for partial buy-back of the Excess** which reduces the amount of the Excess, no later than the day before departure, in accordance with Article 11.3. An excess reduction product provided by a third-party partner may also be offered in accordance with Article 13.4; its conditions are governed by the terms of that partner.

16.3. Owner's own insurance

(a) **Conditions.** An Owner may cover rentals under their **own insurance policy**, provided that the policy expressly permits the rental of the Vehicle to third parties. The Owner who opts for this model must: (i) **inform the Platform in writing**; (ii) check for each rental that the policy covers **all declared drivers**; (iii) clearly state in the Listing the cover, exclusions, Excess amounts and conditions of the insurance provided; and (iv) ensure that each Traveller is able to become acquainted with these conditions in a transparent manner **before any payment** relating to the Booking. (b) **Acceptance by the Traveller.** By confirming a Booking covered by the Owner's own insurance, the Traveller acknowledges that they accept the cover, exclusions and specific conditions of that insurance without reservation and irrevocably. It is for the Traveller to check whether this insurance meets their needs and covers all risks associated with the rental.

(c) **Responsibility.** The Owner is solely responsible for the validity, adequacy and maintenance of their own insurance cover. The Platform bears no responsibility whatsoever for the cover, exclusions, claims handling or any forfeiture arising from the Owner's own policy, and the Platform's mediation and claims handling services in respect of insurance matters do not apply, save as expressly provided in Articles 17 and 18.

16.4. Forfeiture of cover

(a) Errors or falsifications in the data entered by Users may lead to **forfeiture of the insurance cover**, for which the Platform bears no responsibility whatsoever. In particular, the Owner's failure to communicate the GVWR/PTAC of the Vehicle, its registration number or its new value may justify forfeiture of cover by the insurer; errors in entering those data fall under the **sole responsibility of the Owner**, in accordance with Article 8.3.

(b) On pain of forfeiture of cover, the roadworthiness certificate of the Vehicle must not mention any obligation of re-inspection, nor any defect that must be remedied without re-inspection and that is involved in the cause of the damage, in accordance with Article 17.

16.5. Heavy Vehicles

For Heavy Vehicles for which the insurance arranged via the Platform cannot be taken out, it is for the **Owner and the Traveller** to take out insurance that meets the legal requirements and is appropriate to the category of the Vehicle. The Traveller declares that they hold a valid driving licence appropriate for driving the rented Vehicle and acknowledges that it is for them to check that their driving licence complies with the applicable requirements. Each Owner and Traveller must check that the insurance complies with the regulations in force for this category of Vehicle.

16.6. Cancellation and Interruption

Insurance costs are **non-refundable**, in accordance with Articles 14 and 15. In the event of cancellation on grounds of force majeure under Article 14.1(f), the amount corresponding to the insurance costs may be reused for a future Booking in the form of a rental credit. In the event of cancellation of a Booking by the Traveller, the insurance costs are retained and requalified as cancellation fee income.

Article 17. Damage, Fines and Claims

17.1. Handover Form and Inspection Reports

(a) The completion and **signature by both parties of the Handover Form** at the start of the Rental Period (departure inspection) and at its end (return inspection) are mandatory and constitute a condition for the handling of the Security Deposit in accordance with Article 13.1(b), as well as, where applicable, for the intervention of the insurance and the Platform's mediation services. Where the Owner has delegated the inspections in accordance with Article 8.5, **the same person** must carry out both the departure and the return inspection.

(b) Where the Traveller **refuses to sign the Handover Form**, or fails to provide the documents required for the intervention of the insurance within the time limits laid down in this Article, an amount equal to one or more insurance Excesses, or to the total amount of the repairs payable by the Traveller, may be debited and applied towards compensation for the damage, with direct payment to the Owner.

17.2. Reporting of Damage

(a) **Time limits.** In the event of damage caused during the Rental Period, the handling of the file by the Platform and, where applicable, by the partner insurer requires that the claim and the supporting evidence to be provided by the Owner and the Traveller be submitted to the Platform within **a maximum of seventy-two (72) hours**: (i) of the occurrence of the damage, where the Vehicle is immobilised as a result; or (ii) of the return of the Vehicle, where the damage did not prevent the continuation of the rental. **A later report**

will not give rise to an examination of the damage, and the parties then undertake to settle the matter amicably between themselves.

(b) **Security Deposit managed by the Platform.** Where the Security Deposit is managed by the Platform, its handling in the context of a damage file is subject to the condition that the damage is reported within **a maximum of seventy-two (72) hours** of the occurrence of the damage or of the end of the Rental Period, as the case may be. In the absence of such a report within this period, the Security Deposit is automatically released in accordance with Article 13.3(a).

(c) **Form.** Reports are made **exclusively via the claim form** available on the booking page in the User's personal area. Both parties undertake to report immediately any damage recorded on the Handover Form upon return, in accordance with Article 13.

(d) **Anomalies during the rental.** In the event of a notable observation, during the Rental Period, of a possible malfunction (abnormal noise, warning light, vibration or any other symptomatic manifestation of a mechanical anomaly), the Traveller shall, after first informing the Owner, ensure that the Vehicle is fit to continue the rental by having it checked by a professional mechanic, in accordance with Article 15.1(b). Where this inspection shows that the malfunction is attributable to natural wear and tear and to the maintenance of the Vehicle, in accordance with Article 15.1(a), the costs of the inspection and of any resulting repairs shall be borne by the Owner.

17.3. Supporting Evidence and Cooperation

(a) The Owner undertakes to provide a **repair estimate within a maximum of thirty (30) days** of the claim. The Platform may request supporting evidence from both parties, who are obliged to make it available; **any document or information requested by the Platform and not provided by a party may result in that party losing the right to compensation** from the Security Deposit or losing the benefit of the procedure.

(b) For files handled under the insurance arranged via the Platform, the opening of the file by the partner insurer requires that the documents and information referred to in Articles 5 and 8 have been duly communicated and are up to date and valid, **no later than twenty-four (24) hours before the start of the Rental Period**. On pain of **forfeiture of cover**, the roadworthiness certificate of the Vehicle must not mention any obligation of re-inspection, nor any defect that must be remedied without re-inspection and that is involved in the cause of the damage, in accordance with Article 16.4(b).

17.4. Excesses and Settlement of Damage

(a) **Excess per event.** Each event for which the Traveller is responsible, or in which no identified third party is involved, gives rise to: (i) payment of **one Excess**, where the amount of the damage exceeds the Excess set by the applicable insurance; or (ii) payment of the **amount of the repairs**, where that amount is lower than the Excess. The Traveller undertakes, without exception or reservation, to pay one insurance Excess **per established claim**; several Excesses may consequently be owed for a single Rental Period where several separate events have occurred.

(b) **Debit authorisation.** The Traveller expressly authorises the Platform, in accordance with the recurring payments mandate of Article 12.4(e), to debit from their means of payment the amount corresponding to the applicable Excess(es), or to the amount of the repairs upon presentation of an invoice or estimate.

(c) **Damage not covered by insurance.** In the event of damage for which the Traveller is responsible and which is not covered by the insurance, the Platform will initiate a procedure on the basis of the documents submitted by the Owner and the Traveller; the settlement of this damage shall, upon presentation of an estimate or invoice, be deducted from the Security Deposit of the Booking, in accordance with Article 13.3.

(d) **Recovery.** Where it is technically impossible to debit the amounts owed, the Platform will initiate recovery proceedings against the Traveller, under the conditions provided for in Article 12.3(d).

17.5. Owner's Repair Obligations

Once responsibility has been established and the decision has been communicated by the Platform following the examination of the file, the Owner undertakes to take all necessary steps to have the Vehicle repaired **as quickly as possible**, and no later than: (a) within **fifteen (15) days** of the decision, where no Booking of the Vehicle is scheduled on the Platform during that period; or (b) within **one (1) month** of the decision, where the Vehicle is booked via the Platform during the period referred to in (a). The suspension of the Listing pending verification that the Vehicle remains fit for rental is governed by Article 8.8.

17.6. Traffic Fines, Tolls and Charges

(a) The Traveller assumes **full and entire responsibility** for any fine, offence, toll, urban charge or cross-border fee incurred during the Rental Period, upon presentation of the corresponding notice, dated and stating the registration number of the rented Vehicle. The Owner may share the Traveller's details recorded in the Rental Agreement with the competent authorities in order to designate the Traveller as the driver of the Vehicle and have the fine transferred to them.

(b) In the absence of spontaneous payment by the Traveller, the Platform reserves the right to debit the means of payment used at the time of booking up to the amount of the fine, toll or charge, in accordance with Article 12.4(f), provided that the amount concerned exceeds **five euros (€5)**, below which the file cannot be processed.

Article 18. Disputes between Users and Mediation by the Platform

18.1. Principle of Mediation

(a) In the event of a dispute arising between Users in connection with the use of the Service or the performance of a Rental Agreement concluded on the basis of the Standard Template, Users undertake, before any other recourse, to submit their dispute to the **mediation organised by the Platform** under the conditions laid down in this Article. The Platform undertakes to propose any useful mediation solution as soon as possible and within the limits of its resources; this task constitutes **solely an obligation of means**, the outcome depending on the good faith and goodwill of the Users, and it is not subject to any obligation of result on the part of the Platform.

(b) The mediation is conducted **impartially**, taking into account the elements submitted by each party to the dispute. Its conduct is conditional upon the production, by the Owner and the Traveller in dispute, of a **completed and signed Rental Agreement** in accordance with Article 10, together with the signed Handover Forms. Where the Users have used a contractual document other than the standard template made available by the Platform, the Platform will not be able to conduct the mediation, in accordance with Article 10.2.

18.2. Time Limit for Raising a Dispute

The Owner or the Traveller has a **period of twenty-eight (28) days from the check-out date of the Booking** to raise a dispute relating to the rental and, in that connection, to request or send amounts, consistent with the time limit for claims provided for in Article 13.3(b). **The Platform's mediation process**

can no longer be initiated after the expiry of this period, without prejudice to the shorter reporting deadlines applicable to damage under Article 17.2, which remain unaffected.

18.3. Conduct of the Mediation

(a) When the Platform handles a dispute, the parties shall make **all data and correspondence relating to the dispute** available to it. The Platform is entitled to request documents from both parties, who are obliged to provide them; any document or information requested and not provided may result in the defaulting party losing the benefit of the procedure or any right to compensation, in accordance with Article 17.3(a). The Platform may hear both parties and request additional explanations on all or part of the dispute. The Platform reserves the right to consult the messaging service made available to Users, in accordance with Article 14.2(f).

(b) Where the dispute concerns the allocation of a Security Deposit **held by the Platform**, and the value of the dispute is undetermined or does not exceed the amount of one Excess per incident, the Owner and the Traveller agree that the dispute shall be settled by the Platform, which shall have the **right to decide on the allocation of the Security Deposit** where no mutual agreement is reached. Where the Security Deposit is held by the Owner or by a third party, the Platform may advise the Traveller and arbitrate on the management of the Security Deposit where the parties request mediation in accordance with Article 13.5(b), but it is in no way responsible for determining the outcome of the dispute.

(c) The Platform will, where possible, propose an outcome consistent with these Terms and Conditions and with the clauses of the Standard Template, **notwithstanding any amendment, adjustment or informal arrangement** agreed between the Users, in accordance with Article 10.2. The parties have a period of **three (3) days** to take note of and accept the proposed outcome.

(d) Where the parties request a final decision from the Platform, the Platform reserves the right to refuse to make one, in particular where it considers that the conditions of this Article are not met or that it is insufficiently able to resolve the dispute. Where a final decision is made, it shall be rendered in writing, on the basis of the Rental Agreement and these Terms and Conditions, as fairly as possible. Each written decision shall be sent to the parties by e-mail or via the Platform. **Once a final decision has been made, the Platform reserves the right to cease all further communication and to consider the matter closed.** No objection to or complaint about such a decision may be lodged with the Platform, which is entitled to set it aside without reply.

18.4. Binding Effect and Abusive Retention

(a) The Owner and the Traveller undertake **to comply with the decision resulting from the mediation**. Where the Platform holds the Security Deposit, it shall allocate it in accordance with that decision.

(b) Where an Owner refuses to return a Security Deposit in whole or in part following a mediation decision, the Owner may be deemed to be in a situation of **abusive retention**, exposing them to: (i) a deduction from their future payouts enabling the aggrieved Traveller to be compensated; (ii) the suspension of their Listing(s) for abusive conduct; and (iii) any legal remedy pursued by the Traveller, in accordance with Articles 12.5(c) and 13.5(b).

18.5. Liability of the Platform and Further Recourse

(a) The Platform shall not be liable to the parties on account of the advice given or the activities carried out in the context of the mediation, in accordance with Article 4.

(b) Where the parties fail to resolve their dispute in the context of the mediation proposed by the Platform, or following a decision made by the Platform on the allocation of a Security Deposit, each party remains

free to instruct its legal adviser with a view to reaching an agreement, or to refer the dispute to **any court, arbitral institution or alternative dispute resolution body**. The Platform is not a party to any such further steps. The provisions on consumer mediation and jurisdiction applicable to disputes between a User and the Platform are set out in Article 21.

Article 19. Liability

19.1. Responsibility of Private Owners. Each User is solely responsible for the Vehicle offered for rent, the Listing and all information and documents provided in connection therewith, the conditions proposed to Travellers, and the proper performance of any Rental Agreement to which they are a party. In particular, the Private Owner shall ensure that the Vehicle is lawfully owned or made available, accurately described, correctly registered, maintained, roadworthy and safe, insured for the rental concerned and compliant with all applicable legal, regulatory and contractual requirements.

Each Owner is also solely responsible for the handover and return of the Vehicle, the accuracy and updating of the availability calendar and the rates, and for compliance with all legal or regulatory obligations arising from their rental activity.

19.2. Responsibility of Travellers. Each Traveller is solely responsible for the use of the Vehicle during the Rental Period, for compliance with the Rental Agreement and these Terms and Conditions, and for all damage, fines, tolls, charges or other consequences arising from their conduct or from that of any person whom they allow to access or use the Vehicle. In particular, each Traveller shall ensure that they hold and maintain any required driving licence, comply with all applicable traffic and safety rules, use the Vehicle in accordance with its intended purpose and the rental conditions, and immediately inform the Owner and, where applicable, the Platform of any incident, damage or malfunction affecting the Vehicle during the Rental Period.

19.3. Role of the Platform as intermediary. The Platform acts solely as an online intermediary putting Owners and Travellers in contact with each other and offering the features described in these Terms and Conditions. It does not own or possess any Vehicle, does not inspect, maintain, operate or rent any Vehicle and exercises no control over any Vehicle, and is not a party to any Rental Agreement. The Platform does not guarantee the identity, solvency, reliability or conduct of any User, the accuracy or completeness of any Listing or User Content, the condition, safety, lawfulness, availability or suitability of any Vehicle, or the valid formation or performance of any Rental Agreement.

19.4. Exclusion of liability for acts of Private Owners and Travellers. To the maximum extent permitted by applicable law, the Platform shall not be liable for any loss, damage, cost, claim or expense arising from or in connection with: (a) any inaccurate, incomplete, misleading, fraudulent or out-of-date information or any such document provided by a User; (b) any defect, breakdown, lack of maintenance, non-conformity, unavailability, late handover, cancellation or substitution of a Vehicle; (c) any accident, personal injury, death, property damage, fine, toll, theft, loss or other event occurring in connection with a Vehicle or a Rental Agreement; (d) any breach, non-performance, negligence, misconduct or unlawful act attributable to a User or a third party; or (e) any dispute between Users, including any dispute relating to payment, insurance, a Security Deposit, damage, repairs or the interpretation or performance of a Rental Agreement.

Article 20. Term, Suspension and Termination

20.1. Subject to the provisions of Article 26, the contractual relationship between the Platform and a User is concluded for an indefinite term. Either party may terminate it at any time: the User by closing their Account, and the Platform by giving at least thirty (30) days' prior notice, unless a shorter period or immediate

termination is permitted by applicable law, including in the event of a legal or regulatory obligation, a compelling security risk, repeated breach of these Terms and Conditions, fraud or unlawful conduct.

20.2. The Platform may restrict or suspend the Service in whole or in part where the User breaches these Terms and Conditions or where this is necessary to protect the Service, other Users or third parties. Before or at the time the measure takes effect, the Platform shall provide the User with a written statement of reasons setting out the grounds for the measures.

20.3. Any suspension of a User's Account shall result in the cancellation of all Confirmed Bookings existing on the date on which the suspension takes effect. Accrued rights and outstanding obligations remain unaffected and shall survive until fully settled.

20.4. In the event of a material breach of these Terms and Conditions by an Owner, the Platform may send a written notice setting out the facts and circumstances of the breach and requesting that it be remedied within a reasonable period. If, following such notice, the Owner commits a further material breach, the Platform may immediately terminate the provision of the Service in whole or in part without any prior notice period. In the event of such immediate termination, the Platform shall provide the Owner with a written statement of reasons setting out the grounds for the measures.

Article 21. Governing Law and Competent Courts

21.1. These Terms and Conditions and any dispute between a User and the Platform shall be governed by:
(a) French law, where the contracting entity operates the Yescapa Brand;
(b) Dutch law, where the contracting entity operates the Goboony Brand,
in all cases subject to the mandatory consumer protection provisions applicable in the State in which the User has their habitual residence, to the extent that such provisions afford the User greater protection.

21.2. In the event of a dispute of any kind whatsoever, including any challenge relating to the validity, performance or enforceability of these Terms and Conditions, or any difficulty in their interpretation, and more generally in connection with the relationship between Users, the parties shall first endeavour to settle the dispute amicably.

If no amicable solution is reached, the User is informed that they may have recourse to a conventional mediation procedure, under the conditions laid down in Article 18. In particular, the User may refer the matter to the FEVAD Consumer Mediator via the following link: mediateurduecommerce@fevad.com, or by post at the following address:

> Médiateur de la consommation FEVAD
> BP 20015 – 75362 PARIS CEDEX 8
> E-mail : mediateurduecommerce@fevad.com
> Website : https://www.mediateurfevad.fr

In the event of a dispute (whether domestic or cross-border) arising from an online purchase, consumers have access to the European Commission's European online dispute resolution platform: https://ec.europa.eu/info/policies/consumers/odr_fr

The solution proposed by the mediator is not binding on the parties, who remain free to accept or reject it and may withdraw from the mediation at any time.

Any dispute that cannot be settled amicably shall be submitted to the courts having jurisdiction for the place of residence of the User, in their capacity as a consumer, in accordance with the applicable provisions of the Code of Civil Procedure and the Consumer Code.

PART 4: GENERAL CONDITIONS FOR PROFESSIONAL OWNERS

The specific provisions applicable to Professional Owners apply in addition to the provisions applicable to all Owners.

Article 22. General undertakings of the Professional Owner

22.1. The Professional Owner undertakes to comply with all applicable consumer protection legislation and, as such, is solely responsible for its business activities and for ensuring that its transactions with Travellers comply with that legislation.

22.2. The Professional Owner represents and warrants that it holds and maintains all insurance cover required for its professional rental activity and for the Vehicles offered on the Platform, in accordance with the applicable laws and regulations. The Professional Owner is solely responsible for ensuring that such insurance cover remains valid and adequate throughout the period in which its Listings are available on the Platform and for the entire duration of each Rental Period.

22.3. Precedence of these Terms and Conditions. As between Travellers and a Professional Owner, these Terms and Conditions shall prevail over any conflicting provision of any other document or other terms or conditions of the Professional Owner.

Article 23. Rental Agreement

23.1. Conclusion of the Rental Agreement

(a) Upon completion of its registration, the Professional Owner undertakes to **record on the Platform all rentals concluded with Users of the Service**.

(b) The Professional Owner undertakes to offer only Vehicles that correspond to the Listings published on the Platform, to the expectations of Travellers and to the rental duration requested. (c) The Professional Owner undertakes to record the constituent elements of each rental in a contractual document, which shall include the **rate agreed via the Service**. This rental contract shall state all services included in the Booking made via the Platform, as well as any additional options taken out by the Traveller before taking possession of the Vehicle.

(d) The Professional Owner undertakes to **complete on the Platform every Booking initiated on the Platform**, without carrying out any transaction outside the Platform. The Professional Owner is formally prohibited from referring a User to another booking method or from concluding a rental directly with a User without going through the Platform. The Professional Owner shall furthermore refrain from concluding a rental with a User directly and without using the Service **following the cancellation of a rental originally concluded on the Platform**.

(e) The Professional Owner undertakes to ensure that each Rental Agreement completed with a User **fully complies with these Terms and Conditions**. In the event of any conflict between the Rental Agreement and these Terms and Conditions, **these Terms and Conditions shall prevail** over any provision to the contrary.

(f) Any breach of this Article by the Professional Owner constitutes a material breach of these Terms and Conditions and may lead to the measures provided for in Article 26, including, without limitation, the suspension, restriction or termination of the Professional Owner's access to all or part of the Service, the withholding or removal of its Listings, the cancellation by the Platform of any future Bookings and/or the closure of its Account.

23.2 Documents required for the payout of the Rental Price (KYB)

(a) Before any first rental, the Professional Owner undertakes to provide the Platform with all documents required by the payment service provider for the purposes of verifying the business ("**Know Your Business**"), which is an **essential condition for the payout** of the Rental Price. No payout may take place without full validation of these documents by the payment service provider. **If the required documents are not provided, the Professional Owner shall be deemed to have waived payment of the amounts due.**

(b) The documents to be provided according to the type of business are as follows:

- **Sole proprietorship or sole trader**: (i) the identity document of the owner (front and back, or the inside pages in the case of a passport); and (ii) an extract from the trade and companies register **less than three (3) months old**.
- **Company**: (i) the identity document of the legal representative (front and back, or the inside pages in the case of a passport); (ii) an extract from the trade and companies register **less than three (3) months old**; (iii) the articles of association of the company; (iv) a completed and signed "**Shareholder Declaration**" document; and (v) the **declaration of ultimate beneficial owners** (digital version).

(c) The Professional Owner shall furthermore provide the **bank details (IBAN) of the account opened in the name of the business** into which the Rental Price is to be paid, in accordance with Article 12.5(b).

(d) Verification of the business is an **ongoing requirement**. The Professional Owner undertakes to keep the documents and information referred to in this Article up to date and, at the request of the Platform or of the payment service provider, to provide any additional or renewed document required under the applicable anti-money laundering and know-your-customer rules. Pending the validation or revalidation of the required documents, the Platform reserves the right to suspend the Professional Owner's **payouts and Listings**, without compensation.

23.3 Invoicing and VAT

(a) The invoicing details must be entered by the Professional Owner on its profile, in the space provided for that purpose.

(b) The price paid by the Traveller comprises the **gross remuneration of the Professional Owner together with the Service Fee** of the Platform. The Service Fee is invoiced and the corresponding invoice is accessible via the Traveller's dashboard. The Professional Owner undertakes to provide the Traveller with an **invoice corresponding to the gross remuneration** (net remuneration plus commission); a separate invoice relating to the commission paid by the Professional Owner is made available on its dashboard.

(c) **Intra-Community VAT.** Where the Professional Owner is established outside France, the place of taxation is not deemed to be in France, so that French VAT does not apply, provided that the Professional Owner states its intra-Community VAT number on its account and provides the document evidencing its registration in the register of intra-Community operators.

23.4. Rates and options

(a) The price of the paid options offered by the Professional Owner must be systematically stated on all published Listings; it shall be included in the price finalised at the time of the Booking. The options offered by the Professional Owner are payable by the Traveller once they have been validated in advance by the Traveller.

(b) Where the Professional Owner uses its own insurance, the daily rate stated on the published Listings shall **include the price of the rental and that of the insurance**. Where the Professional Owner benefits from the insurance arranged via the Platform, the price of the insurance is automatically added by the Platform. The price stated must be fair, complete (excluding paid options) and **inclusive of all applicable taxes**.

(c) The Service enables Professional Owners to add paid options to their Listings, within the limits of the options available on the Platform. It is for the Professional Owner to ensure that all options offered are clearly displayed in the Listings and are included in the total amount of the rental as displayed at the time of the Booking. The Traveller shall pay this overall amount, which includes the rental and the options chosen, subject to the Service Fee. The Professional Owner undertakes to **provide all options selected by the Traveller**; failing this, the Booking may be cancelled and a **full refund of the price paid by the Traveller** shall be due to them. The Professional Owner may not offer an **Excess reduction** as an additional option on the Platform.

23.5. Insurance

(a) In order for a Listing to be published, the Professional Owner shall state its **insurance conditions** on the Platform, including the cover provided and the applicable Excesses, and shall ensure that every potential Traveller can be informed of the insurance conditions in a transparent manner **before any Booking**.

(b) The Professional Owner **expressly and without reservation waives any claim against the Platform** in the event of damage to, or claims relating to, the rented Vehicle during a Rental Period.

(c) Where the Booking concerns a Professional Owner applying its own contract and insurance, any claim, damage, fine or toll occurring during the rental shall be handled exclusively between the Professional Owner, its insurer and the Traveller.

(d) Where the Standard Template made available by the Platform is used, the rules laid down in that template apply and must be complied with by all parties. Where the Professional Owner chooses to use its own contractual document, disputes shall be handled **exclusively between the Professional Owner and the Traveller, without the intervention of the Platform**, in accordance with Article 18.7. Any dispute relating to a claim or incident occurring during the rental shall be handled exclusively between the Professional Owner, its insurer and the Traveller; the Platform may under no circumstances be held liable for the consequences of such disputes. In the event of a conflict between a Professional Owner and a Traveller, the Platform may intervene at the request of the parties where no amicable solution has been found; its intervention nevertheless remains **optional** and limited to cases where it is strictly necessary. (e) **Insurance arranged via the Platform.** The Professional Owner may choose to benefit from the insurance arranged via the Platform, **provided that it is eligible for it**. In that case, the Listings of the covered Vehicles must expressly display the applicable insurance conditions. In order to guarantee the opening of a claim file within the required time limits, the Professional Owner and the Traveller must imperatively provide the Platform with the necessary documents within **twenty-four (24) hours** of the incident, in accordance with Article 17.8. All further information on the insurance and the associated procedures is set out in Article 16.

23.6. Security Deposit

The management of the Security Deposit is **handled exclusively by the Professional Owner**, who applies its own conditions as regards the amount, the means of payment and the time limit for return. These conditions must be stated on the Listing and apply to the Booking.

23.7. Cancellation compensation. In the event of cancellation by the Owner before the departure date, the Professional Owner shall pay the Platform compensation of **one hundred and fifty euros (€150)** for the loss caused to the Platform. This amount may be deducted from the Rental Price owed to the Professional Owner for its next rental. Where the Professional Owner refuses to pay the compensation and has no upcoming Bookings allowing such deduction, its Listings may be suspended.

Article 24. Mediation

Where the Rental Agreement concluded with a Professional Owner is the Standard Template, the rules of Article 18 apply.

Where the Professional Owner uses its own contractual document, any dispute relating to the Booking, the Rental Agreement and/or the Rental Period, including any claim or incident occurring during the Rental Period, shall be handled **exclusively between the Professional Owner and the Traveller**, without the intervention of the Platform, which shall in no way be liable for the consequences of such disputes. By way of exception, in the event of a conflict between a Professional Owner and a Traveller in which no amicable solution has been found, the Platform **may** intervene at the request of the parties; its intervention nevertheless remains optional and limited to cases where it is strictly necessary.

Article 25. Liability

25.1. Responsibility of Professional Owners. Each Professional Owner is solely responsible for the Vehicle offered for rent, the Listing and all information and documents provided in connection therewith, the conditions proposed to Travellers and the proper performance of each Rental Agreement. In particular, the Professional Owner shall ensure that each Vehicle is lawfully owned or made available, accurately described, duly registered, maintained, roadworthy and safe, adequately insured for the rental concerned and compliant with all applicable legal, regulatory and contractual requirements. The Professional Owner is also solely responsible for the handover and return of the Vehicle, the accuracy and updating of the availability calendar and rates, the provision of all agreed equipment or options and compliance with all tax, social security, consumer protection and other obligations arising from the Professional Owner's business.

25.2. Role of the Platform as intermediary. The Platform acts solely as an online intermediary putting Owners and Travellers in contact with each other and offering the features described in these Terms and Conditions. It is not the owner or possessor of any Vehicle, does not inspect, maintain, operate or rent any Vehicle and exercises no control over any Vehicle, and is not a party to any Rental Agreement. The Platform does not guarantee the identity, solvency, reliability or conduct of any User, the accuracy or completeness of any Listing or User Content, the condition, safety, lawfulness, availability or suitability of any Vehicle, or the due formation or performance of any Rental Agreement.

25.3. Exclusion of liability for acts of Owners and Travellers. To the fullest extent permitted by applicable law, the Platform shall not be liable for any loss, damage, cost, claim or expense arising from or in connection with: (a) inaccurate, incomplete, misleading, fraudulent or out-of-date information or documents provided by a Professional Owner; (b) any defect, breakdown, lack of maintenance, non-conformity, unavailability, late handover, cancellation or substitution of a Vehicle; (c) any accident, personal

injury, death, property damage, fine, toll, theft, loss or other event occurring in connection with a Vehicle or a Rental Agreement; (d) any breach, non-performance, negligence, misconduct or unlawful act attributable to a Professional Owner, a Traveller or a third party; or (e) any dispute between Users, including any dispute relating to payment, insurance, a Security Deposit, damage, repairs or the interpretation or performance of a Rental Agreement.

25.4. Limitation of liability. The Platform shall be liable only for direct and foreseeable loss resulting from a proven failure to perform its obligations under these Terms and Conditions. The Platform shall not be liable for any indirect or consequential loss, loss of profit, loss of revenue, business, opportunities, anticipated savings, reputation or data.

Article 26. Term, suspension and termination

26.1. Subject to any other written agreement, the contractual relationship between the Platform and a Professional Owner is concluded for an indefinite term from the date of acceptance of these Terms and Conditions.

26.2. The Platform may restrict or suspend the Service in whole or in part where the Professional Owner breaches these Terms and Conditions or where this is necessary to protect the Service, Users or third parties. Before or at the time the measure takes effect, the Platform shall provide the Professional Owner with a written explanation setting out the grounds for the measures. The Professional Owner may challenge such a decision of the Platform by lodging a complaint via the support contact channel made available on the Platform.

26.3. Any suspension of a Professional Owner's Account shall result in the cancellation of all Confirmed Bookings existing on the date on which the suspension takes effect. Accrued rights and outstanding obligations remain unaffected and shall survive until fully settled.

26.4. In the event of a material breach of these Terms and Conditions by a Professional Owner, the Platform may send a written notice setting out the facts and circumstances of the breach and requesting that it be remedied within a reasonable period. If, following such notice, the Professional Owner commits a further material breach, the Platform may immediately terminate the provision of the Service in whole or in part without any prior notice period. In the event of such immediate termination, the Platform shall provide the Professional Owner with a statement of reasons for its decision.

Article 27. Governing law and competent courts

27.1. These Terms and Conditions and any dispute between a Professional Owner and the Platform shall be governed by:
- French law, where the contracting entity operates the Yescapa Brand;
- Dutch law, where the contracting entity operates the Goboony Brand.

27.2. Exclusive jurisdiction is conferred on the competent courts of Bordeaux (France) for all disputes involving the entity operating the Yescapa Brand, and on the competent courts of Amsterdam (the Netherlands) for disputes involving the entity operating the Goboony Brand.