TERMS AND CONDITIONS FOR A BOAT RENTAL

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PREAMBLE

The website https://tramare-monti-galeria.digital-nautic.com is a booking platform for pleasure boats whose publisher is the company BandOfBoats SAS as described in the "Terms" available through the Site. The booking conditions of a pleasure boat RAIDS ET DECOUVERTES (hereinafter "these Terms") are concluded between firstly BandOfBoats SAS and Users of the booking platform.

Users are considered, the landlords and Boaters. The GDS is the professional lessor of pleasure boats, whose details are mentioned on the lease of the boat reserved by the yachtsman.

The Yachtsman is the person who identified and wishing to book a boat on the Website.

The Yachtsman, consumer or non-professional, has, as such, specific rights including detailed Code of consumption. The Yachtsman recognizes that these rights will be undermined if reservations are concluded via the website, professionally.

The Yachtsman natural person declares be at least 18 years and have the legal capacity or holds parental permission allowing him to make a reservation on the website.

These Terms are complemented by one or more contract (s) application, or contract (s) concluded accommodation (s) between the Lessor and yachtsman.

The Legal and tariff conditions available on the website also apply to the Terms and leases entered via the Site.

This set of contract documents is enforceable against the Yachtsman, Lessor and Band Of Boats SAS.

These Terms are effective as of May 16, 2014.

They may be modified by Band Of Boats at any time to incorporate the one hand, any legislative or jurisprudential changes applicable to e-commerce and secondly, any technical or technological evolution improving the Site.

1. OBJECT

These Terms are intended to determine the conditions for booking any act takes place - conclusion lease - one or several boats on the Site by the Lessor and defined in Article 2 below (hereinafter "the boat(s)").

Customers not resident in France wishing to order via the Site should verify the applicable law allows them to realize this type of transaction. The existence of the Site may be qualified as an act of canvassing, but distance contract.

In general, Band Of Boats and Users expressly accept the opportunity to exchange information via email.

2. PRIVACY POLICY, GDPR AND DATA COLLECTION

This Privacy Policy describes how we collect, use, and process information about you, including personal information, about your access and use of the BandOfBoats, Digital-Nautic, and Payment Services platforms.

What we collect

We collect two categories of information: the information you provide to us, the information automatically collected from the use of our services.

Information you provide us

- **Ordering information.**
  When placing your order on the platform and in order to draw up the rental agreement, we need your title, first name, last name, date of birth, telephone number and your postal address and e-mail. At a licensed boat rental, we may require your vessel license number and the country and / or issuing State as well as your ID number and the country and / or the issuing State . None of this information is public.
- **Payment information.**
  The payment part is managed in its entirety by MangoPay and mutual credit. No credit card number is stored by us for security reasons.

Information automatically collected from the use of our services

- **Usage data.**
  We collect information about interactions with the platform, such as pages or other content viewed, searches, bookings made, notifications received (by email or SMS).
- **Log data.**
  We automatically collect log data information when using the platform, even for users who are not logged in or have not created an account. This information includes: details on platform usage, IP address, session duration, frequency of visits, hardware

information and software used to access the platform (device, type of browser ...), information about browsing events (for example, unexpected termination of the mobile application) and the page viewed or used before or after the platform. This information is anonymized after 6 months.
- **Cookies and similar technologies.**
  When accessing our platform, Digital-Nautic / BandOfBoats (and partner companies) may place small data files on the computer or other device used by the user. These data files may be cookies, transparent gifs, web beacons, e-tags, "Flash cookies" or any other local storage provided by the browser or associated applications (here called "Cookies").

How we use what we collect

We use, store and process this information to provide and improve our services and to ensure a secure, secure and reliable experience.

For example, we can use this information for:

- **Provide and improve our services**
  - send you service, support, and administration messages, reminders, technical notifications, updates, security alerts, and information. We use SMS and emails for this purpose;
  - enable transaction processing and send notifications on these transactions;
  - improve our services, including customizing your user experience;
  - measure the performance of our services and improve content and layout.
- **Ensure a secure, secure and reliable experience**
  - authenticate the information provided by our users, including when creating the account and password reset processes;
  - collect fees and solve problems;
  - detect, prevent and / or correct fraud, abuse, security incidents or other potentially harmful, prohibited or illegal activities;
  - detect, prevent or correct violations and apply our terms and policies;
  - manage and protect our technical infrastructure;
  - conduct risk assessments;
  - scomply with our legal obligations, resolve any dispute we may have with any of our members, and enforce our agreements; in this regard, we may do all or part of the foregoing with or without further notice to our users, where permitted by applicable law.
- **Provide, Customize, Evaluate and Improve our Advertising and Marketing of our Services**
  - send you promotional messages, commercial, advertising and other information that may interest you according to your preferences;
  - personalize, evaluate and improve our advertising;
  - administer sponsorship programs, awards, surveys, lotteries, contests, or other promotional activities or events;
  - profiling your characteristics and preferences (based on the information you give us, your interactions with the Digital-Nautic (https://tramare-monti-galeria.digital-nautic.com) / BandOfBoats, information obtained to third parties, as well as your search history and bookings) to send you promotional messages, commercial, advertising and other information that we think may be of interest to you.

Data retention

The profiles and information relating to rentals are reserved for the exclusive use of BandOfBoats and the professional renter making use for its contracts. BandOfBoats does not share any of its customers' data with third-party marketing partners. In order to facilitate reservations, we share the information necessary to perform the service, including personal information (name, first names, contact details, license number, license plate, address of the vehicle) to professionals.

Diffusion

The profiles and information relating to rentals are reserved for the exclusive use of BandOfBoats and the professional renter making use for its contracts. BandOfBoats does not share any of its customers' data with third-party marketing partners. In order to facilitate reservations, we share the information necessary to perform the service, including personal information (name, first names, contact details, license number, license plate, address of the vehicle) to professionals.

BandOfBoats may share information with suppliers and service providers engaged or working with us in the payment processing, operation of our services and customer support functions and who need to access this information to perform their work. In some cases, the service provider may collect information directly from users on behalf of BandOfBoats. These service providers may be located inside or outside the user's country of residence, including outside the EEA.

For example, service providers can help us: (i) verify your identity or authenticate your identification, (ii) verify information against public databases, (iii) perform checks background or police, implement fraud prevention and risk assessment, (iv) provide customer service, advertising or payment services. These service providers have limited access to your information as part of performing these tasks on our behalf and have a contractual obligation to protect and use them for the sole purpose for which they were disclosed and in compliance with the present Charter of protection of personal data.

Your rights

As a user, you may exercise the following rights attached to your personal data.

- Permission to access
- Right of rectification
- Right to obliteration (right to oblivion)
- Right to limitation of treatment
- Right to data portability
- Right of opposition

To exercise any of these rights, you can write to contact@bandofboats.com. We will respond as soon as possible. You also have the possibility to lodge a complaint with the Information Commissionner's Office (ICO).

In some cases, BandOfBoats may delete your data by deleting your account, but may be unable to immediately delete certain information due to compliance with applicable laws, fraud detection or prevention, collection of fees due, dispute resolution, complaint handling, problem solving, assistance with any investigation, compliance with audits and investigations, application of our Terms of Use and Policies.

Security

All documents containing personal or financial information are considered our property and are treated confidentially at all times. We work hard to protect this personal or financial information from unauthorized access, use, modification or destruction. All of this electronic information is stored on restricted-access database servers and is usually retained until you request us to modify or delete it, as described below. We disclose this information to our employees, subcontractors or affiliates only when a) they need to know this information to provide BandOfBoats SAS's services, and b) they are committed not to disclose it to other people.

All interactions with our Services use the Transport Layer Security / Secure Sockets Layer (TLS / SSL) protocol. We use a third-party payment gateway that is known to securely process credit card transactions.

Change of ownership

If we merge or are acquired by another company, we may share information with them in accordance with our standards of confidentiality and applicable law.

Sensitive information

We ask you not to send us, and not to disclose, sensitive information unless specific request (social security numbers, information on racial or ethnic origin, political opinions, religion, trade union membership or otherwise, beliefs, health , biometrics, or genetic characteristics).

Children's privacy

Our websites and mobile apps are general audience sites, and our services are not intended for people under 18 years of age. We do not knowingly collect information from users under 18 years of age. If a child has already provided us with information, their parents or guardian may contact us for the purpose of deleting this information or closing an account.

Third Party Privacy Practices

This privacy policy only concerns the use and disclosure of information collected by Koolicar. This Privacy Policy does not treat, and we are not responsible for, the privacy, information or other practices of third parties, including third parties operating a site or service to which the Services are linked. The inclusion of a link on our services does not imply endorsement of the linked site or service by us or our affiliates. If you disclose your information to others or if you are directed to a third party website, their privacy notices and practices will apply.

Changes in this policy

We may need to change this Privacy Policy. Please refer to the "latest revision" date at the top of this page to see when this privacy policy was last revised. Any changes to this Privacy Policy will take effect when we post the revised privacy policy. Your use of the services following these changes means that you accept the revised Privacy Policy. If you do not agree with these changes, you can contact Koolicar Customer Service to close your account. You will only be bound by the previous version of the privacy policy.

Contact

For any questions about personal data you can contact us at the following coordinates: For the attention of Etienne Millet, Band Of Boats, 6 rue René Viviani, 44200 Nantes ou utilisez contact@bandofboats.com.

3. PRESENTATION OF BOATS ON THE SITE

3.1 - Boats on the Site are described by the Lessor. It is committed to accurately describe the technical characteristics and the boat's equipment. It also agrees to maintain all such information.
As part of a matchmaking service, responsibility BandOfBoats SAS can not be held as such. In case of false or misleading information on the characteristics of Boats, Nautic remove Digital Site as soon as he is aware, any reference to the landlord concerned and its Charter.

3.2 - The Boat presented may sometimes be slightly different from the presentation on the website. Differences may result from quality color photographs, difficulty to appear on the screen rendering textures or, without being exhaustive, the technical adaptation. These differences can not be interpreted as lack of conformity and void the reservation except in cases in which the differences are an essential feature of a boat or equipment advertised.

3.3 - Any unavailability of a boat must be reported immediately by the Lessor at BandOfBoats SAS.

4. BOOKING

The Yachtsman conducts booking the boat only via the Site with the schedule made available. Reservations transmitted by other means - email, mail, fax - will not be processed.

4.1 - Treatment of a booking done through the Site

The rental contract is validly formed when once seized his identity (title, surname, first name, date of birth), his contact details (address and telephone), the Yachtsman chose the boat and the rental period (1 click), was able to read and accept the rental agreement, accepted the terms of sale, checked the contents of his book, has corrected any errors, proceeded with the payment (payment of the first part of the amount or full payment) and confirmed by a second click, pursuant to the provisions of Articles 1369-1 to 1369-6 of the civil Code.

The procedure the double-click is consent from the Plaisancier the rental agreement and drives the payment due under the reservation of the boat by the Lessor for the benefit of pleasure craft. Under Article L121-19-3 of the Consumer Code, any order confirmed by the second click results in a payment obligation.

It is recalled that the provisions of these Terms apply to the lease.

An email with the GTC will be sent to the email address of Plaisancier to confirm the conclusion of the contract in a durable medium and resume and all the elements that were the subject of the general obligation of information.

It is highly recommended to keep this email Plaisancier acknowledgment specifying in particular the rental number.

BandOfBoats immediately sends the Lessor the specific provisions of the lease (type reserved boat, equipment and reservation period).
4.2 - Proof of the transaction

The records stored in computer systems of BandOfBoats within reasonable security conditions, will be considered proof of communications, orders and payments between the parties.

The filing of the booking orders and invoices is made on a reliable and durable can be produced as evidence that the Plaisancier expressly acknowledges.

5. TARIFF CONDITIONS OF RESERVATION

Rates on the website are in euros (€) tax (including tax). The VAT rate applied is the legal French rate. When changing the amount of the rate of French VAT, the price adjustment will be immediate tax without notice.

BandOfBoats or the Lessor may change from one book fares either Charter on the Site and at any time. However, the changes will not apply to bookings once the contract validly formed (Article 3-1).

6. PAYMENT

6.1 - Users are expressly informed and accept that all payments made on the Site, are managed by the company Leetchi Corp. SA, approved as an electronic money, registered with RCS Luxembourg under number B173459, whose registered office is 26-28 Rives de Clausen, L-2165 Luxembourg (hereinafter: "MangoPay"). The Boaters contract directly with MangoPay with regard to the implementation of these payments, accepting the general conditions of MangoPay reproduced below (article 10). In case of contradiction between the general conditions of MangoPay and these Terms, the latter shall prevail.

The Boaters expressly appoint BandOfBoats to transmit instructions to the payment MangoPay in their name and on their behalf.

6.2 - The Yachtsman can pay by installments as chosen by him on the Site. The rental agreement is concluded upon payment of the first part of the price. The full payment must be made at least one week before the scheduled date of the rental. After this time the reservation is invalid and the first payments are retained by the Lessor as a penalty clause except in cases of force majeure duly demonstrated by the yachtsman.

6.3 - Payment is exclusively by credit card at the time of the reservation is confirmed.

The Yachtsman guarantees BandOfBoats that it has the required permission to use the method of payment, upon validation of the reservation. BandOfBoats reserves the right to suspend any reservation and any provision in case of refusal to authorize payment by credit card by certified financial institution or in case of nonpayment.

BandOfBoats reserves the right to refuse to honor a reservation from a yachtsman who has not fully paid or a previous order or with whom a payment dispute is being administered.

6.4 - BandOfBoats can set up a reservation check-out procedure to insure no one is using the bank details of another person without his knowledge or the identity of a third party. As part of this audit, it may be asked to send BandOfBoats an email to contact@bandofboats.com a double-sided copy of an ID and / or a copy of the credit card used for payment (duplex copying, taking care to display only the first 4 and the last 2 digits of the number on the front and hiding the cryptogram and the full number of the card that can appear hollow on back of the card) and proof of address.

The reservation will be confirmed after receipt and verification of parts sent. Nevertheless, the responsibility of BandOfBoats can not be engaged by the Lessor in case of identity theft from the Plaisancier except to demonstrate that the contact information is completely and seemingly fanciful.

7. FACULTY OF WITHDRAWAL

According to Article 12 of the L121-21-8 the Consumer Code, no withdrawal period is provided for "the provision of accommodation services, other than residential accommodation, transport services of goods, rental cars, catering or leisure activities to be provided on a date or at a specific period. " Consequently, the lease agreement is definitively concluded between the Lessor and Plaisancier for the reserved boat and the period set to the contract from the first payment made by the yachtsman.

8. IMPLEMENTATION OF THE RESERVATION

8.1 - The GDS is committed, when booking the Yachtsman and payment duly received by Digital Nautic rent the boat described in the book. Digital Nautic offering only matchmaking services can not be held liable in case of non availability of the boat reserved.

8.2 - Management of cases of unavailability

8.2.1 - In the event that it is impossible, for reasons of damage or bad weather, to respect the booking day or to respect the type of Boat booked, please refer to the general rental conditions of the renter mentionned on the back of the contract.

8.2.2 - In case it is impossible to respect the type of boat booked, please refer to the general rental conditions of the renter mentionned on the back of the contract.

8.2.3 - In case of double booking on the same boat, please refer to the general rental conditions of the renter mentionned on the back of the contract.

8.3 - In the event of the Tenant's absence on the day and at the time of booking, no refund will be accepted unless otherwise specified in the general rental conditions of the renter.

9. MISCELLANEOUS

If any provision of these Terms is invalid, it shall be deemed unwritten, but do not result in the invalidity of all contractual provisions. Any tolerance or waiver of a Party in the application of all or part of the commitments made in the context of these Terms, whatever may have been the frequency and duration, not be considered a modification of the TOS, or generate any rights. If the TOS translation in a foreign language, only the French text shall prevail.

10. SETTLEMENT OF DISPUTES

These Terms are governed by French law. In case of dispute, the customer may opt for a conventional mediation or other alternative means of dispute resolution. Any dispute will be submitted to the competent court of the domicile of the defendant or the choice of the latter, place the boat handling. However, if professional yachtsman, the Nantes Commercial Court will have exclusive jurisdiction.

11. MANGOPAY PAYMENT SERVICE FRAMEWORK AGREEMENT

Concluded between:

- The customer, a natural person being of age and having full capacity, resident in a European Union Member State or in a state party to the Agreement on the European Economic Area or in a third country that imposes the equivalent requirements regarding money laundering and the financing of terrorism, or a legal person registered in one of these states, acting on his/her/its behalf for commercial, industrial, craft or professional purposes, as a seller of goods or services on the Website,

hereinafter referred to as “the Seller”, on one hand;

and,

MANGOPAY S.A., a public limited company governed by Luxembourg law, with a capital of 2000 000 euros, whose registered office is located at 10 Boulevard Royal, L-2449 Luxembourg and registered in the Luxembourg Trade and Companies Register under the number B173459, approved as an E-money institution, including the license to offer payment account services, by the Financial Sector Supervisory Commission (CSSF), 283 route d’Arlon L-1150 Luxembourg, www.cssf.lu, and authorised to carry out its business in Europe,

hereinafter referred to as “the Service Provider”, on the other hand;

hereinafter collectively referred to as the “Parties”.

Foreword

The Seller is advised to carefully read these General Terms and Conditions and the Special Conditions, which together form the “Framework Agreement” and which have been communicated to the Seller on the Website, before accepting them.

The Seller is informed that the language used for communicating with the Service Provider is French, English or German.

11.1. Definitions

For the purposes hereof, the terms hereafter are defined as follows:

- **Banks:** Credit institutions in charge of the protection of funds collected by the Service Provider on behalf of the Seller. These funds are held in a holding account that has been opened for this purpose. The designated institution is currently ING Luxembourg. The Service Provider reserves the right to select any other credit institution based in a European Union Member State or in a State party to the agreement on the European Economic Area. The current list of the selected credit institutions is available upon request at the Service Provider.
- **Buyer:** Any legal entity or natural person having purchased goods or services offered for sale on the Website and used Accepted Payment Methods to transfer funds.
- **Card:** Bank, payment or credit card linked to one of the following networks: Visa, MasterCard or CB.
- **Accepted Payment Methods:** Means a payment by Card, by bank wire transfer or by any other means accepted by the Service Provider in order to pay the purchase price for products bought via the Website to the Payment Account which the Seller holds with the Service Provider.
- **European Economic Area:** Means the economic area comprising the member states of the European Free Trade Association (EFTA) – Iceland, Liechtenstein and Norway – and all member states of the European Union (EU).
- **General Terms and Conditions:** Means the present document.
- **Pricing Conditions:** Means the document comprising all the fees due by the Seller for the use and management of the Payment Account, especially for transfer of funds and transactions carried out in connection with the Payment Account. The Pricing Conditions are included in the Website’s pricing on the Website’s General Terms and Conditions.
- **Special Conditions:** Means the form to be completed by the Seller on the Website, notably including the Pricing Conditions applicable to the payment services.
- **Website’s General Terms and Conditions:** Means the general terms and conditions of use of the Website, concluded between the Website user and the Platform, notably governing access to the Website.
- **Framework Agreement:** Means the payment service framework agreement formed as a result of these General Terms and Conditions and the Special Conditions.
- **Payment Account or Account:** Account managed by the Service Provider on behalf of a Seller and used for the purposes of executing Payment Transactions. Under no circumstances may the Payment Account be compared to a deposit account.
- **Seller:** Means any legal entity or natural person acting on its/his/her own behalf as a seller of goods and/or services on the Website.
- **Platform:** Means the company which operates the Website. The Platform prepares, facilitates and advises Sellers for the purpose of concluding the Framework Agreement through the Website. The Service Provider has appointed the Platform as an agent for its payment services (within the meaning of Art. 4 para. 24 of the European Payment Services Directive I, 2007/64/EC of 13 November 2007) with the Luxembourg Financial Sector Supervisory Commission (CSSF). The Service Provider remains responsible vis-à-vis the Sellers for any payment activities delegated to the Platform in its role as an agent.
- **Business Day:** Means a calendar day with the exception of Saturdays, Sundays and public holidays in France, Luxembourg and Germany, on which the payment infrastructures of these countries and Banks used carry out their regular business activities.
- **Payment Transaction:** Means a transfer of money from the Payment Account of a Seller to his/her regular bank account. The Service Provider will initiate a Payment Transaction automatically and without further involvement of the Seller in each case where money is completely available, less the fees owed by the Seller under this Framework Agreement.
- **Website:** Means the website with the URL https://tramare-monti-galeria.digital-nautic.com or other associated Top Level Domains operated by the Platform.
- **Seller:** Means a person selling goods via the Website on behalf of which a Payment Account is opened in order to receive payments from Buyers.

11.2. Purpose

These General Terms and Conditions aim to define the conditions in which the Service Provider supplies payment services to the Seller in return for remuneration as defined in Article 17 herein and according to the applicable Special Conditions.

These payment services include:

- Opening and management of a Payment Account,
- Credited to the Payment Account: registration of funds transferred by Accepted Payment Methods by Buyers,
- Debited from the Payment Account: the execution of transfers to the bank account of the Seller (Payment Transaction), the collection of fees owed pursuant to this Framework Agreement, the reversal of transfers of funds made by a Buyer by Accepted Payment Methods.

The Account shall not be subject to any overdraft, advance, credit or discount.

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11.3. Purpose

11.3.1. Conditions required for and prior to opening an Account

Any natural person of at least 18 (eighteen) years of age, of legal capacity, as well as any legal person, resident or registered in a member State of the European Union or in a state that is party to the agreement relating to the European Economic Area, or in a third country that imposes the equivalent requirements regarding money laundering and the financing of terrorism, may send a request to open an Account, provided that the person is registered on the Website as a Seller.

11.3.2. Procedure for registering and opening an Account

The Seller must provide the Service Provider, through the Platform, with:

- his/her surname, first name, address, email address, date of birth and nationality, (for natural persons)

  or

- the company name, corporate form, capital, the address of its registered office, the description of its business activity, the identity of partners and company executives, as well as the list of beneficial owners as defined by the regulations, a company registration certificate dated less than three months and the articles of association (for legal persons),

If this information has not already been provided to the Platform or if the Seller does not authorise the Platform to communicate it to the Service Provider.

Pursuant to the laws for the prevention of money laundering and terrorism financing, the Service Provider is obliged to identify every Seller and to collect certain documents and information in this regard. The minimum documents required by the Service Provider for any Seller who is a natural person, are the following:

- a copy of a currently valid official document proving the Seller's identity (for example: identity card, driving licence, and, for third-country nationals in the European Union, a passport),
- an original copy or a copy of an extract from the official register, dated not more than three months, recording the Seller's registration in the national directory of trades or any other organisation with which the Seller is required to register.

The documents required for any Seller who is a legal entity in accordance with the foregoing are the following:

- original copy or copy of an extract from the official register, dated not more than three months, recording the name, legal structure, address of the registered office and identity of the partners and company executives mentioned in paragraphs 1° and 2° of Article R.123-54 of the Commercial Code or their equivalent codes under foreign law;
- a copy of the Articles of Association and any decisions appointing the certified true legal representative;
- a copy of the legal representative's identity card or passport and, if and where appropriate, of the beneficial owner.

It is expressly provided that the Service Provider retains the option to request, at any time, any additional documents concerning the Seller, the beneficial owner or a specific Payment Transaction.

The Seller provides the bank account information relating to an account opened in his/her name with a bank established in a member State of the European Union or in a State party to the agreement on the European Economic Area or in a third-party country imposing equivalent obligations in terms of the prevention of money laundering and the financing of terrorism. Payment Transactions will be carried out from the Payment Account to such a bank account only.

After carefully reading the Framework Agreement, the Seller must accept it according to the procedures provided for by the Website and provide all information and supporting documents that are requested from him/her by the Service Provider through the Platform. By agreeing to the terms of the Framework Agreement, the Seller accepts that the Platform will transmit to the Service Provider his/her application for registration as a Seller and all supporting documents received by it.

Only the Service Provider can - within an inspection period of three (3) Business Days – accept the registration of a Seller as a customer of the Service Provider and open an Account in his/her name.

The Service Provider may, without stating reasons and with no right to compensation for the Seller, refuse an application to register and to open an Account. After completion of the inspection, the Service Provider will inform the Platform about the result. The Platform will notify the Seller of the result by any means in accordance with the terms specified on the Website.

The Seller declares at the time of transmission of his/her registration request to the Platform and for the whole duration of the Framework Agreement:

- (a) that he/she is at least 18 (eighteen) years of age and of legal capacity or that his/her establishment is validly incorporated in the form of a company,
- (b) that he/she is acting on his/her own behalf;
- (c) at all information provided at the time of his/her registration is sincere, accurate and up-to-date.

11.3.3. Limitations of using the Payment Account

As per the discretion of the Service Provider, the use of a Payment Account may be limited without the Service Provider having to justify its decision to the respective Seller.

After being registered as a customer of the Service Provider, the Seller may login with his/her Website account and password. The Seller is fully responsible for maintaining the confidentiality of his/her login details. He/she accepts not to use the name or login details of

another person at any time, nor disclose his/her login details to a third party. The Seller accepts to immediately notify the Platform, in the event that he/she suspects unauthorised use of his/her login details He/she alone is responsible for any use of his/her login details.

11.4. Operation of the Payment Account

The sums transferred by Accepted Payment Methods by the Buyers are credited to the Payment Account opened on behalf of the designated Seller.

1. the execution of Payment Transactions to a regular bank account opened in the Seller's name at a bank supervised by an Authority of a European Union member state or a European Economic Area state or a third country that imposes the equivalent requirements regarding money laundering and the financing of terrorism,
2. the collection by the Service Provider of the fees owed by the Seller under the Framework Contract or,
3. the reversal of a transaction made by a Buyer by Accept Payment Methods.

11.4.1. Registration of sums transferred by Accepted Payment Methods by the Buyers and credited to the Account

Payment of the price of goods or services purchased on the Website by a Buyer may be made by Accepted Payment Methods, in one or more instalments. When the Buyer wishes to carry out such a transaction, the Buyer logs in to the Website and enters the transfer order for the funds on a payment page dedicated for this purpose. For any payment, the Buyer may be asked to enter a single-use code notified to his/her mobile phone for the attention of the institution having issued the Card. If and where appropriate, it is the responsibility of the Service Provider to refuse any payment at its discretion and without this decision giving rise to any compensation. The transfer of funds by Card is executed by the institution having issued the Card. Any dispute surrounding such a transfer must be notified to the aforementioned institution. The Service Provider is not authorised to cancel such a transfer.

The Seller is informed that acceptance of a transfer order for payment by Accepted Payment Methods by the Service Provider does not guarantee that the Seller will receive the corresponding funds in his/her Account. The registration of funds into the Seller's Payment Account is conditioned upon actual receipt by the Service Provider of the funds collected minus the fees agreed in the Special Conditions.

In the absence of receipt of funds for technical reasons, the Service Provider will make every effort to complete the transaction. In the absence of receipt of funds for any other reason, the Service Provider will inform the Seller within 48 hours that it has been unable to credit the Seller's Account with the expected amount, so that he/she can contact the Buyer.

In the event that the transfer of funds by Card registered in the Seller's Account is cancelled by the issuer of the Card following a dispute with the Buyer, the Seller accepts that the Service Provider may reverse any transfer of funds by Card by debiting the corresponding amount from the Payment Account. The Seller acknowledges that such a dispute may be brought to the attention of the Card issuer until the expiry of a maximum period of 13 months following the debit date of the account with which said Card is associated. The Service Provider may, in the absence of sufficient funds in the Account and in order to carry out such a reversal, suspend or cancel any Payment Transaction, or, if necessary, have the Seller's rights subrogated and proceed with the collection of sums owed by the Buyer by any means.

11.4.2. Repayment

The Seller may, at any time, instruct the Service Provider to cancel a transfer of funds by Accepted Payment Methods, in order to repay a designated Buyer the purchase price of goods or services under the sales conditions adopted by each Seller. The Seller identifies himself on the Website by indicating his/her user name and password. In his/her personal Website account, the Seller indicates the repayment, the Buyer to be recredited and any other information required.

In case of payment by Card, the repayment transaction is carried out by the Service Provider by crediting the Card used by the Buyer within the limits of the rules of each network and within five business days following receipt by the Service Provider of the request for repayment. In case of other Accepted Payment Methods, the Service Provider will repay the Buyer corresponding to the Accepted Payment Method used by the Buyer for his/her payment. Where the Service Provider requires the bank details of a Buyer in order to carry out the repayment, the Platform will contact the Buyer and provide the Service Provider with the respective bank details.

11.4.3 Execution of Payment Transactions

The sums credited to the Payment Account will be transferred automatically to the bank account of the Seller – less fees owed by the Seller under this Framework Agreement – as soon as the following conditions are met:

- The purchased good for which the sums have been payed has been delivered to the Buyer according to the delivery service;
- and
- The 14 days withdrawal period has expired without the Buyer executing his right of withdrawal.

As soon as these conditions are met, the Service Provider will transfer the respective amount from the Payment Account to the Seller's bank account automatically and without the requirement of the Seller's further activity.

11.5. Blocking of login details, Transaction dispute and Reporting

11.5.1. Blocking of login details

The Payment Account is accessible only via the Website with the same login details used for access to the personal Website account of each Seller. Therefore, the Seller must inform the Platform of the loss or theft of his/her login details, misappropriation or any unauthorised use of them or of his/her data without undue delay in order to request that the login details be blocked. The blocking request must be made in accordance with the General Terms and Conditions of the Website.

The Platform will execute the blocking request for the concerned login details to the Website in accordance with the General Terms and Conditions of the Website. As the Payment Account is accessible only via the Website, the Account will not be reachable after the login details are blocked. The Platform will inform the Service Provider without undue delay about the blocking of the login details for the Website. As the unauthorised use of login details normally can't result in a misuse of the Payment Account, Payment Transactions will usually not be stopped due to a blocking of login details. Nonetheless, the Service Provider in coordination with the Platform can block the Payment Account in the event of special circumstances which justify blocking the Account and stopping Payment Transactions.

Der Dienstanbieter und die Plattform sind nicht für etwaige Folgen haftbar, die sich aus der Sperrung per Fax oder E-Mail ergeben, die nicht vom Verkäufer abgesendet wurden.

11.5.2. Beanstandete Transaktionen

The Seller may, at any time, instruct the Service Provider to cancel a transfer of funds by Accepted Payment Methods, in order to repay a designated Buyer the purchase price of goods or services under the sales conditions adopted by each Seller. The Seller identifies himself on the Website by indicating his/her user name and password. In his/her personal Website account, the Seller indicates the repayment, the Buyer to be recredited and any other information required.

If a Payment Transaction is executed by the Service Provider with errors due to its fault, the Payment Transaction will be cancelled and the Account will be restored to its situation prior to execution of the Payment Transaction. The Payment Transaction will then be executed again correctly.

The Seller who wishes to dispute a transaction unauthorised by him/her must contact the Platform's customer service by telephone as soon as possible following his/her becoming aware of the anomaly and no later than eight (8) weeks following entry of the transaction in the Account. The Platform is responsible for transmitting the dispute to the Service Provider without undue delay. After validation of the legitimacy of the request transmitted by the Platform to the Service Provider, the Service Provider will cancel the transaction and apply a temporary credit to the Account in order to restore it to the state in which it would have been if the disputed transaction had not been carried out. After an investigation into the validity of the dispute, the Service Provider will consequently adjust the Account and is authorised to reverse any Account entry that has been unduly made

Fees indicated in the Special Conditions may be collected in case of an unjustified dispute of a Payment Transaction.

11.5.3 Reporting

The Seller may access, at any time, his/her personal page on the Website, showing the amount of money credited to his/her Account but which has not been transferred yet to his bank account as the conditions mentioned in Art. 4.3 are not fully met.

The Seller will be able to consult on his/her personal page on the Website a statement of Payment Transactions made from the Account. He/she is invited to carefully study the list of these Payment Transactions.

The Service Provider shall make available to the Seller, upon written request, a monthly Account statement covering the previous thirteen (13) months.

11.6. Amendment of the Framework Agreement

The Service Provider reserves the right, at any time, to amend the Framework Agreement. Such amendments are made accessible by the Platform to all Sellers prior to their coming into force.

Any Seller may refuse the amendments proposed and must notify the Platform's customer service of the refusal by written notice prior to the amendments coming into force.

In case of a refusal of the amendments by the Seller, this refusal will result in the termination of the Framework Agreement, at no cost, and in the transfer of the money held in the Payment Account to the bank account of the Seller.

If the Seller does not refuse the amendments, the relationship between the Parties shall be governed by the new version of the Framework Agreement.

It is therefore important that the Seller reads his/her e-mails and regularly reads the Framework Agreement available on the Website at any time.

11.7. Security

The Service Provider undertakes to provide its services in compliance with the applicable laws and regulations and standard industry practices. Notably, the Service Provider will make every effort to ensure the security and confidentiality of the Seller's data, in accordance with current regulations in force.

The Service Provider reserves the right to temporarily suspend access to the Account for technical, security or maintenance reasons, without these operations entitling to any compensation. The Service Provider undertakes to limit this type of interruptions to those which are strictly required.

However, the Service Provider shall not be held liable by the Seller for any errors, omissions, interruptions or delays in operations carried out via the Website resulting from unauthorised access to the Website. The Service Provider shall also not be held liable for any theft, loss or unauthorised communication of data resulting from unauthorised access to the Website. Furthermore, the Service Provider remains uninvolved with the legal relationship existing between the Buyer and the Seller. The Service Provider shall not be held liable for any faults, shortcomings or negligence of the Buyer or the Seller towards each other.

The Platform is responsible for the security and confidentiality of data exchanged when using the Website in accordance with the Website's General Terms and Conditions. The Service Provider is responsible for the security and confidentiality of data that it exchanges with the Seller as part of this Framework Agreement for the creation and management of his/her Account, as well as any Payment Transactions associated with the Account.

11.8. Limitation of liability of the Service Provider

The Service Provider shall in no way intervene in legal and business relations or in any disputes between the Seller and the Buyer or between the Seller and the Platform. The Service Provider shall exercise no control over the compliance, safety, legality, characteristics and appropriateness of the products subject to a Payment Transaction.

Any transaction carried out by a Seller gives rise to a contract directly formed between himself and the respective Buyer. Consequently, the Service Provider cannot be held liable for the failure to execute or the substandard execution of the resulting obligations or for any damage caused to the Seller.

Notwithstanding any provision otherwise provided for in the Framework Agreement, the liability of the Service Provider to a Seller is limited to the compensation for direct damages as provided for by the applicable regulations.

11.9. Commitments of the Seller

The Seller guarantees that no element of his/her profile on the Website affects the rights of third parties or is contrary to the law, public order and morality.

The Seller undertakes not to:

1. Execute the Framework Agreement illegally or under conditions likely to damage, disable, overload or alter the Website;
2. Impersonate the identity of another person or entity, falsify or conceal his/her identity or his/her age or create a false identity;
3. Disseminate personal data or information relating to a third party, such as postal addresses, telephone numbers, email addresses, bank card numbers etc.
4. Without prejudice to legal action taken by third parties, the Service Provider is entitled to personally undertake any legal action intended to repair the damage that it may have personally suffered due to the Seller's failure to respect his/her obligations under this Framework Agreement.

In case of breach of the Seller's obligations, the Service Provider may take any appropriate measures in order to stop the relevant actions. The Service Provider will also be entitled to suspend, remove and/or block the Seller's access to his/her Account.

11.10. Duration and termination

The Framework Agreement is concluded for an indefinite period of time. It shall enter into force from its date of acceptance by the Seller. The Seller may terminate the Framework Agreement at any time and by complying with a notice period of thirty (30) calendar days. The Service Provider may terminate the Framework Agreement at any time and by complying with a notice period of two (2) months.

Such termination shall also constitute the closure of the Account.

In order to terminate the Framework Agreement, each Party shall transmit a notice of termination to the other Party by registered letter with acknowledgement of receipt or by email. The notice of termination by a Seller shall be send to the postal address of the Service Provider indicated at the beginning of these General Terms and Conditions or to the following email address: legal@mangopay.com.

Following termination of the Service Agreement, the credit balance of the Account will be transferred without undue delay, but in any case not later than 13 months after the termination, to the Seller's bank Account after deduction of the fees due and payable to the Service Provider. After having transferred the respective amount to the bank account of the Seller, the Service Provider has no more obligations towards the Seller.

In case of serious breaches or fraud attributable to the Seller, the Service Provider reserves the right to suspend or terminate the Framework Agreement via email accompanied by a registered letter with acknowledgement of receipt without prior notice.

It is hereby provided that the Framework Agreement will automatically be terminated in the event of new circumstances affecting the ability of a Party to commit to the Framework Agreement.

Notwithstanding any provision otherwise provided for in the Framework Agreement, the liability of the Service Provider to a Seller is limited to the compensation for direct damages as provided for by the applicable regulations.

11.11. Right of withdrawal

A Seller who is not acting for professional purposes (consumer) has 14 (fourteen) calendar days to exercise his/her right of withdrawal, without having to justify any reason or pay any penalty. This withdrawal period takes effect from the date of the registration as a Seller. The Seller must notify his/her withdrawal request to the Platform's customer service within the allotted period by telephone or e-mail and send a confirmation letter to the address of the Platform's customer service. As per his/her right of withdrawal, the Framework Agreement will be terminated at no cost.

11.12. Rules relating to the prevention of money laundering and the financing of terrorism

The Service Provider is subject to all Luxembourg and German regulations relating to the prevention of money laundering and the financing of terrorism.

Pursuant to the provisions of Luxembourg and German law relating to the participation of financial institutions in the prevention of money laundering and the financing of terrorist activity, the Service Provider must obtain information from any Seller about any business transaction or relationship with respect to the origin, purpose and destination of the transaction or opening of the Account. Furthermore, the Service Provider must carry out all due diligence required for identifying the Seller and, if necessary, the beneficial owner of the Account and/or Payment Transactions associated with it.

The Seller acknowledges that the Service Provider may terminate or postpone, at any time, the use of login details, access to an Account or execution of a transaction in the absence of any sufficient information about its purpose or nature. The Seller is hereby informed that a transaction carried out as part of this Framework Agreement may be subject to the national financial intelligence unit's right to disclosure.

The Seller may, in accordance with the applicable regulations, access all information disclosed and relating to the Seller, provided this right of access does not undermine the purpose of the prevention of money laundering and financing of terrorism.

No legal or civil action may be brought nor any professional sanction pronounced against the Service Provider, its mangers or employees who have reported their suspicions in good faith to their national authority.

11.13. Personal data and professional secrecy

Personal data provided by the Seller when opening his/her Account is used by the Service Provider for the purposes of managing his/her Account and Payment Transactions.

The Seller accepts that his/her personal details and information collected by the Service Provider as part of this Framework Agreement may be transmitted to operational providers with whom the Service Provider is in a contractual relationship for the sole purposes of executing Payment Transactions and services, provided that these third-party recipients of personal data are subject to regulations guaranteeing a sufficient level of data protection. The list of third-party recipients of the Seller's data is accessible upon request from the Service Provider's compliance officer at the following email address: legal@mangopay.com. This information is kept by the Service Provider or by any company authorised for this purpose in accordance with legal and regulatory rules.

The Seller will be informed prior to any transfer of his/her personal data outside of the European Union. In such cases, the Service Provider undertakes to respect the regulations in force and implement any necessary measures in order to guarantee the security and confidentiality of the data that has been transferred.

Certain information collected and kept by the Service Provider as part of this Framework Agreement may give rise to the right of access and correction. Any Seller may, at any time, obtain a copy of the information concerning him/her upon request addressed to the Service Provider's customer support service at the following address: legal@mangopay.com. The Seller may request the deletion or correction of this information by letter to the Service Provider's address indicated in the header of this Framework Agreement. He/she may, at any time, object to receiving commercial solicitation by simple declaration to the Service Provider. The Seller shall inform the Service Provider of an amendment of his/her contact details by sending an email or a registered letter with acknowledgement of receipt.

The Service Provider will store personal information and data for the maximum applicable legal or regulatory duration depending on the purpose of each type of data processing.

The conditions for collection, holding and access of personal data collected by the Platform and under its responsibility when accessing the Website are governed according to the terms of the Website's General Terms and Conditions and the terms of the privacy policy accessible on the Website.

11.14. Inactive accounts

All Inactive Account for a period of 12 months will be an idle notification by email from the provider followed by a recovery a month later.

11.15. Force majeure

The Parties shall not held liable, or be considered as having failed to honour this Framework Agreement, in the event of delay or non-execution, when the cause is related to a case of force majeure as defined by the jurisprudence of French courts.

11.16. Severability clause

If any of the provisions of this Framework Agreement are considered invalid or unenforceable, they shall be deemed unwritten and shall not affect or invalidate the remaining provisions.

If one or more provisions of this Framework Agreement become obsolete or are declared as such by a law, a regulation or following a final ruling made by a competent jurisdiction, the other provisions shall retain their binding force and scope. Provisions declared null and void shall be replaced by provisions closest in meaning and scope to those initially agreed.

11.17. Protection of funds

The Seller's funds are protected against any claims from other creditors of the Service Provider, including enforcement proceedings or insolvency proceedings against the Service Provider.

The Seller's funds are deposited at the end of each Business Day into a bank account opened with a Bank and are ring fenced by it.

11.18. Non-transferability

The Framework Agreement may neither be partly nor wholly transferred by the Seller with or without charge. Therefore, the Seller is prohibited from transferring to a third party any of the rights or obligations that he/she holds hereunder. In the event of breach of this prohibition, in addition to the immediate termination of this Framework Agreement, the Seller may be held liable by the Service Provider.

11.19. Fees

The services offered as part of this Framework Agreement are invoiced by the Platform on behalf of the Service Provider in accordance with the Website's General Terms and Conditions. The pricing specific to each type of offer is specified by Website's General Terms and Conditions.

All fees owed by the Seller are automatically deducted from the Payment Account by the Service Provider in accordance with the Website's General Terms and Conditions.

11.20. Agreement in relation to proof

All data held in a permanent, reliable and secure manner in the computer database of the Service Provider, in particular relating to payment orders and confirmations received by the Seller, notices sent, withdrawal and Payment Transactions, will prevail between the parties until proven otherwise.

11.21. Complaints

The Seller is advised to send any complaint to the customer service indicated on the Website.

Any complaint other than as provided for in Article 5.2 relating to the conclusion, execution or termination of the Framework Agreement shall be notified by registered letter with acknowledgement of receipt to the Service Provider's indicated in the header of this

Framework Agreement or by email to the following email address: legal@mangopay.com.

If the Seller believes that the response provided is unsatisfactory, or in the absence of a response within one month after sending the letter or the e-mail to the Service Provider, he/she may refer to the Financial Sector Supervisory Commission by post at 283 route d'Arlon L-1150 Luxembourg or by email to: direction@cssf.lu.

11.22. Applicable law and competent jurisdiction

Except in case of the application of public order law (which will only apply within the strict limits of its purpose), it is expressly stipulated that the Framework Agreement is subject to French law and that any dispute between the Parties under the Framework Agreement will be subject to the jurisdiction of competent French courts. Mandatory consumer protection rights remain unaffected by this provision.