

GENERAL TERMS AND CONDITIONS OF USE OF THE SERVICE AND THE SAMBOAT WEBSITE

APRIL 2026 EDITION

Legal notice

The samboat.com Site is edited by the company LACANI.

LACANI is a simplified joint-stock company with a capital of 2,030,000 Euros whose registered office is at 223 Avenue Émile Counord, 33300 Bordeaux. It is registered with the BORDEAUX TRADE AND REGISTER under number 799 758 412 and with the ORIAS under number 16001576 as an insurance agent. The Website has been declared to the CNIL under number 1744290. The intra-community VAT number of the company LACANI is FR 36 799 758 412.

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Definitions

CHAPTER I — Rules of access to the Site and registration as a member

Article 1 – Acceptance of the T&Cs

Article 2 – Registration and use of the service

2.1 Registration procedures

2.2 Information provided by Users during registration

2.3 Reviews published by Users

2.4 Messages between Users

2.5 Administration of the Site, Reviews or exchanges between Users

Article 3 – Technical conditions of access

Article 4 – Notification of illegal content

Article 5 – Exclusion of members

Article 6 – Personal data

6.1 Data controller

6.2 Purposes and legal bases of processing

6.3 Data recipients

6.4 Retention period

6.5 Users' rights

6.6 Cookies and trackers

6.7 Commercial canvassing

Article 7 – Withdrawal period

Article 8 – Cold calling

CHAPTER II — Rights and obligations

Article 9 – SamBoat's obligations and missions

Article 10 – Rights and obligations of the Individual and Professional Owner

10.1 Access to Services

10.2 Duties of the Owner

10.3 Special case of the Professional Owner

Article 11 – Rights and obligations of the Renter

- 11.1 Access to Services
- 11.2 Obligations of the Renter

CHAPTER III — Legal framework

Article 12 – Contractual terms and conditions of rentals

CHAPTER IV — Reservation and cancellation

Article 13 – Booking Conditions

- 13.1 Selection and receipt of a Lease Offer
 - 13.1.1 General case (non-broker)
 - 13.1.2 In the presence of a broker
- 13.2 Payment of the Rental
- 13.3 Confirmation of the Rental

Article 14 – Modification and Cancellation

- 14.1 Conditions for Modifying the Terms of a Rental — General Rules
- 14.2 Cancellation by the Renter (except in the cases mentioned in Article 14.4)
- 14.3 Cancellation by the Owner (except in cases mentioned in Article 14.4)
- 14.4 Exceptional cases of cancellation of a rental
 - 14.4.1 Force majeure
 - 14.4.2 Cancellation by the Owner
 - 14.4.3 Cancellation by the Renter
 - 14.4.4 SamBoat's Powers of Interpretation
- 14.5 Refund conditions in case of cancellation
- 14.6 Bookings made with Partner Fleets (charter)
- 14.7 Weather Coverage (Optional)
 - 14.7.1 Availability and Eligibility
 - 14.7.2 Conditions of subscription
 - 14.7.3 Purpose
 - 14.7.4 Conditions of application
 - 14.7.5 Procedure
 - 14.7.6 Refund Conditions
 - 14.7.7 Exclusions
 - 14.7.8 Contractual nature
- 14.8 Options FLEX
 - 14.8.1 Availability
 - 14.8.2 Purpose
 - 14.8.3 Conditions of subscription

- 14.8.4 Cancellation Conditions
- 14.8.5 Refund Conditions
- 14.8.6 Scope
- 14.8.7 Exclusions
- 14.8.8 Articulation with other guarantees
- 14.8.9 Contractual nature

CHAPTER V — Prices and payments

Article 15 — Prices and Service Charges

Article 16 – Payment security

- 16.1 Securing the payment of leases (excluding brokers)
- 16.2 Securing payment for brokered leases

Article 17 – Security deposit

- 17.1 Security Deposit (Deposit)
- 17.2 Use of the Security Deposit
- 17.3 Solvency Guarantee Option for the Security Deposit
- 17.4 Rental deposit guarantee insurance option
 - 17.4.1 Purpose
 - 17.4.2 Conditions of subscription
 - 17.4.3 Nature of the guarantee
 - 17.4.4 Declaration of Claim
 - 17.4.5 Deductible and Exclusions
 - 17.4.6 Cancellation and refund of the option
 - 17.4.7 Liability
 - 17.4.8 Contractual nature

CHAPTER VI — Optional insurance

Article 18 – Optional insurance

- 18.1 General presentation
- 18.2 Allocation of insurance
- 18.3 Details of the insurance offered
 - 18.3.1 Cancellation insurance
 - 18.3.2 Insurance to cover costs in the event of a claim
 - 18.3.3 Assistance Insurance (if applicable)
- 18.4 Conditions and limitations
- 18.5 Declaration and Claims Management

18.6 Contractual nature

CHAPTER VII — Rental process

Article 19 – Rental process

19.1 Taking possession

19.2 Condition Report

19.3 Restitution

CHAPTER VIII — Complaints

Article 20 — Complaints

20.1 For the Renter

20.2 For the Owner

CHAPTER IX — Insurance for Boats

Article 21 – Boat Insurance

21.1 Insurance Terms and Conditions

21.2 Declaration of Claim

CHAPTER X — Responsibilities

Article 22 — Responsibilities

22.1 Liability of SamBoat

22.2 Responsibility of Members

CHAPTER XI — Intellectual property

Article 23 — Intellectual property

23.1 SamBoat Elements

23.2 Third-Party Elements

CHAPTER XII — Miscellaneous Stipulations

Article 24 – Miscellaneous provisions

24.1 Entirety of the T&Cs

24.2 Modification of the T&Cs

24.3 Nullity of a provision

24.4 Applicable law and language

24.5 Compliance with Applicable Laws

24.6 Economic Sanctions — Embargo

24.7 Mediation

The terms used in these General Terms and Conditions of Use have the following meanings:

"Boat": a registered pleasure boat offered for rent by an Owner.

"T&Cs": these general terms and conditions of use of the service and the <https://www.samboat.com> platform.

"Booking": confirmation by the Renter of a Rental Offer, resulting in the formation of the Rental Agreement subject to validation by the Owner.

"Credit" or "Coupon": credit issued by SamBoat, usable on the platform for a fixed period, personal, non-transferable, non-refundable and non-convertible into cash, unless otherwise expressly provided for by SamBoat.

"Force Majeure Event": an unforeseeable, irresistible event external to the parties, preventing the performance of the rental under normal security conditions, such as: government decision, war, natural disaster, administrative ban on navigation, epidemic, lockdown, or any event of an exceptional nature.

"Offer": an offer made by the Owner of a Boat to allow it to be rented.

"Owner": a natural or legal person offering one or more Boats for rent on the SamBoat platform, on a private or professional basis.

"Partner Fleet": Professional owners of Boats offered by SamBoat in the context of brokered ("charter") type Bookings. In this case, SamBoat acts exclusively as a technical intermediary and the rental conditions are defined by the Partner Fleet.

"Price": the total amount of the Booking including the Owner's Remuneration, the Service Fee, the Renter Protection Fee, the options chosen, VAT, as well as any penalties or fees applicable under these T&Cs.

"Profile": data provided voluntarily by a User when registering or using the platform.

"Remuneration": the amount paid to the Owner by the Renter in consideration of the rental of the Boat.

"Rental Advertisement": an advertisement posted on the platform allowing the presentation of a Boat(s) rental offer under the conditions set by the Owners.

"Rental contract": a contract for consideration concluded directly between the Owner and the Renter by which an Owner makes his Boat available for a specified time and price.

"Renter": any User booking or wishing to book a Boat via the SamBoat platform.

"Renter Protection Fee": fees charged to the Renter corresponding to the payment security, assistance, customer support and Booking management services provided by SamBoat. These fees are due upon confirmation of the Booking and may, depending on the circumstances provided for in these T&Cs, be refunded in the form of a Credit Note (Coupon).

"Reviews": comments and/or ratings made by a User regarding a Boat and/or another User. It is published at the end of a contractual relationship between Users.

"SamBoat": the company LACANI SAS, publisher of the <https://www.samboat.com> and the SamBoat mobile application.

"Security deposit": a monetary guarantee taken in the event of a claim from the bank account of the Renter who has given his or her consent to this effect (commonly known as the "deposit"). It is intended to compensate the Owner in the event of damage to the Boat or in the event of loss of equipment. It can also cover the amount of the deductible and penalties.

"Service Fees": fees collected by SamBoat for the connection between the Renter and the Owner, the use of the platform, the administrative processing of the Booking, the securing of the payment as well as the customer support and associated technical services. These fees are due upon confirmation of the Booking and may, depending on the circumstances provided for in these T&Cs, be refunded in the form of a Credit Note (Coupon).

"Site": the SamBoat platform, accessible at the <https://www.samboat.com> address or via the mobile application, allowing users to put them in touch.

"Skipper": a person authorised to use the rented Boat and to take any person on board the Boat under his or her own responsibility and under the joint responsibility of the Renter. It guarantees the safety of boaters when sailing.

"User": any person using the SamBoat platform, whether they are an Owner, Renter or simple visitor.

CHAPTER I - Rules of access to the Site and registration as a member.

Article 1 - Acceptance by Users of the Terms of Use of the Site and the SamBoat Service

Users declare that they are aware of the T&Cs in their entirety and accept, without reservation or exception, all the provisions of these General Terms and Conditions of Use of the service and the SamBoat Site. They apply without restriction to all the services offered by SamBoat LACANI SAS through the Community Site <https://www.samboat.com>

Access to and use of the Site are subject to acceptance of and compliance with the Terms of Use.

Any refusal of all or part of these T&Cs automatically results in the absence of any right to use the Site and prohibits any Booking.

The Site allows the connection of Owner and Renter for the rental of Boats.

The purpose of these T&Cs is to define the terms and conditions of use of the Site and the SamBoat service, but also to organize the relationship between the Site and its Users.

The T&Cs may be adapted to the needs of the service or the Users. Any modification of the T&Cs will be enforceable against all Users of the Site as soon as they are posted online.

Article 2 - Registration and use of the service

2.1 - Registration procedures

Registration on the Site must be done directly on the Site <https://www.samboat.com> .

The use of the services offered by SamBoat on the Site is subject to the creation of a personal account. The form posted on the Site must be completed in order to open an account and become a member of the SamBoat community.

In order to guarantee the confidentiality of the data recorded on their account, Users are invited to choose a password when creating the said account. At the end of the account creation, they are prohibited from communicating their password in any way whatsoever to a third party. The account is strictly personal and confidential.

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

SamBoat reserves the right to accept or reject any application that contravenes these T&Cs, or if it proves to be inappropriate in the interest of the community of Users. Any rejection of an application will be notified by email.

Any User has the right to terminate their membership of the SamBoat service by requesting their unsubscription at the contact@samboat.com address .

Any User undertakes to inform SamBoat if he or she believes that his or her account may have been hacked or that his or her credentials may have been used by a third party by sending a message to contact@samboat.com.

2.2 - Information provided by Users during registration

Users undertake to provide accurate and sincere information when registering or participating in the services of the Site. They undertake to regularly update the data communicated.

Each User is solely responsible for the information provided. As SamBoat is not intended to check the sincerity of the information entered or put online by the Users of the Site, Users waive the right to seek in any way whatsoever the responsibility of SamBoat or SamBoat with regard to any erroneous or falsified information by other Users.

Unless previously authorised in writing by SamBoat, the member incurs the suspension or deletion of his account and access to all the services associated with it, if he creates or uses several accounts, whether under his own identity or that of a third party.

2.3 - Reviews published by Users

At the end of the rental of a Boat, the Owner and the Renter will be invited to a reciprocal evaluation, which will be published on the Site. They have a period of 90 (ninety) days after the end of the rental to post their Review on the Site.

Users authorize the Site to make public the Reviews they have received about them on their Profile.

The User who has completed an evaluation shall refrain from publishing any information or element likely to damage the honor or reputation of the evaluated User and undertakes to comply with the conditions of this Chapter, in particular Article 4. The User is solely responsible for the content of the Published Reviews. The User undertakes and agrees to bear any consequences alone.

Reviews may be deleted by the Site Administrators upon a legitimate request from a User justifying the abusive nature of a comment.

2.4 - Messages between Users

The messages exchanged between Users are also their own responsibility. They must meet the basic requirements of courtesy and good conduct. They may be deleted by the Site Administrators upon legitimate request from a User justifying the abusive nature of a message. Or in the event of a violation of our General Terms and Conditions of Use, in particular in the event of circumvention, i.e. when Users exchange their contact details to conclude a rental directly, outside the SamBoat platform.

2.5 - Administration of the Site, Reviews or exchanges between Users

In the event of a breach of the obligations set out above, and more generally in the event of a breach of these T&Cs, the Site reserves the right to accept or remove from the Site the proposed Offers, to delete the content and Reviews without delay, or to withdraw a User's membership status by deleting his or her Profile.

The excluded User will be informed by sending an email to the email address indicated when registering on the Site.

In the event that a claim is filed by a User following a rental, the posting of Reviews by the Owner and the Renter may be blocked in order to avoid any blackmail situation.

Members are also required to inform SamBoat without delay of any changes that may affect compliance with the T&Cs or their maintenance in the SamBoat community.

The Site is authorized to use and/or exploit the said content and the said Reviews in a commercial context, in particular with the Site's partners.

Article 3 - Technical conditions of access to the Site

The Occasional User who is not registered on the Site may not have access to the services reserved for Users who are regularly registered as members.

SamBoat is committed to implementing all available means to ensure continuous and quality access to its services. SamBoat's obligation to do so is one of means. Any event resulting in a malfunction of the network or server cannot be held liable for SamBoat. Access to the services of the Site may at any time be interrupted, suspended, modified without notice or compensation due.

Without notice or compensation, SamBoat reserves the right to temporarily interrupt access to the Site or access to the services, in particular for reasons of updating or maintenance, without this list being exhaustive.

SamBoat reserves the legal right to supplement or modify, at any time, the Site and the services offered.

SamBoat cannot be held liable for any inconvenience or damage that may result from the temporary unavailability of the services, or from the permanent closure of all or part of the Site or the services associated with it.

To obtain information in the event of a restriction on the use of the Site, the User may contact SamBoat's customer service at the following email address: contact@sambo.com

Article 4 - Notification of illegal content

SamBoat cannot review the content of all Rental Advertisements and Reviews.

However, and in accordance with the law, SamBoat undertakes to remove as soon as possible content that contravenes these T&Cs or is protected by copyright, as well as any illicit, offensive or defamatory content, as soon as the content has been reported by e-mail to SamBoat at the contact@sambo.com address.

Unlawful content that glorifies, denies or trivializes crimes against humanity, incitement to the commission of terrorist acts and their apology, incitement to racial hatred, hatred of persons on the basis of their sex, sexual orientation, gender identity or disability, as well as child pornography, is considered to be unlawful. incitement to violence, including incitement to sexual and gender-based violence, as well as violations of human dignity.

Article 5 - Exclusion of members

SamBoat undertakes to make all due diligence regarding the use of the Site, but it cannot be bound by a general obligation of supervision.

However, SamBoat is entitled to exclude at any time and without notice a User who contravenes these T&Cs or the good administration of the community of Users.

In addition to the obligations already stated, it is strictly forbidden for the Owners to disclose their personal details to the Users of the service, under penalty of exclusion from the community of Users and compensation for the full amount of the commission provided for in the initial request.

Article 6 - Personal data

6.1 — Data controller

The person responsible for the processing of personal data collected via the Website is the company LACANI SAS, whose registered office is located at 223 Avenue Émile Cournord, 33300 Bordeaux, registered with the Bordeaux Trade and Companies Register under number 799 758 412 (hereinafter "SamBoat").

SamBoat processes the personal data of its Users in compliance with Regulation (EU) 2016/679 of 27 April 2016 on the protection of personal data (GDPR) and Law No. 78-17 of 6 January 1978 as amended relating to information technology, files and freedoms.

6.2 — Purposes and legal bases of processing

The personal data collected on the Site is processed for the following purposes:

- Management of registrations and User accounts (legal basis: performance of the contract);
- Processing and monitoring of Bookings, payments and rentals (legal basis: performance of the contract);
- Management of customer service, complaints and disputes (legal basis: performance of the contract and legitimate interest);
- Compliance with legal and regulatory obligations, in particular tax obligations (legal basis: legal obligation);
- Commercial communications and prospecting, with the User's consent when required (legal basis: consent or legitimate interest as the case may be);
- Improvement of the Site and services, audience measurement (legal basis: legitimate interest).

6.3 — Recipients of the data

The personal data collected may be transmitted to the following categories of recipients, within the strict limits of their attributions:

- SamBoat's technical and payment service providers (in particular Adyen N.V. and Stripe Payments Europe);
- Insurance partners (in particular Mutuaide Assistance, NEAT and Gritchen), as part of the guarantees subscribed to by the User;
- The competent tax and administrative authorities, in application of the legal obligations to which SamBoat is subject;
- Any other service provider or business partner of SamBoat, in compliance with the applicable regulations.

In the event of data transfer outside the European Economic Area, SamBoat ensures that appropriate safeguards are put in place in accordance with Articles 46 et seq. of the GDPR.

6.4 — Retention period

Personal data is kept for the time strictly necessary for the purposes for which it was collected, and in any event in compliance with the applicable legal limitation periods. For information purposes:

- The data linked to a User account is kept for the duration of the contractual relationship, then archived for a period of 5 years from the closure of the account;
- Transaction data is kept for 10 years in accordance with accounting and tax obligations.

6.5 — Users' rights

In accordance with the GDPR and the Data Protection Act, all Users have the following rights regarding their personal data:

- Right of access and right to portability;
- Right to rectification;
- Right to erasure ("right to be forgotten"), subject to legal retention obligations;
- Right to restriction of processing;
- Right to object, in particular to commercial prospecting;
- The right to set guidelines for the fate of their data after their death.

These rights can be exercised at any time:

Electronically: contact@samboat.com

By post: SAMBOAT — 223 Avenue Émile Counord, 33300 Bordeaux

SamBoat undertakes to respond to any request within one month of receipt, which may be extended to three months in the event of a complex request.

In the event of an unsatisfactory response or no response, the User may lodge a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL), 3 Place de Fontenoy, TSA 80715, 75334 Paris Cedex 07 — www.cnil.fr.

6.6 — Cookies and trackers

The Website uses cookies and trackers to ensure its proper functioning, to measure its audience and, where applicable, to personalise the User's experience and to offer them appropriate content.

In accordance with the applicable regulations, only cookies that are strictly necessary for the operation of the Site are deposited without the User's prior consent. The deposit of any other cookie is subject to the express consent of the User, collected via the cookie manager accessible on the Site.

The User may at any time change their cookie preferences via this manager, or by setting their browser to refuse all or some cookies. However, this setting may affect certain features of the Site.

6.7 — Canvassing

The User may at any time object to the receipt of commercial communications by electronic means by clicking on the unsubscribe link present in each message, or by modifying their preferences in their personal space under the "My account> Notifications tab".

In accordance with Law No. 2020-901 of 24 July 2020, the User may register on the Bloctel (www.bloctel.gouv.fr) list of opposition to telephone canvassing. This registration does not prevent the contacts necessary for the performance of the SamBoat service.

Article 7 - Withdrawal period

Users expressly waive the right to invoke any right of withdrawal when using the service and declare that they are informed that this service is not subject to the right of withdrawal provided for in Article L221-18 of the French Consumer Code because this service is part of the vehicle or boat rental activity.

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

Article 8 - Telephone canvassing

In France, if the Account Holder has consented to this by communicating his mobile phone number when validating his status as Owner or Renter, he or she has the option of registering on the list of opposition to telephone canvassing.

For any User of the SamBoat service, this registration will not prevent SamBoat from using telephone numbers to make any contact necessary for the performance of SamBoat's service, or to ensure the proper performance of SamBoat's or Users' obligations.

CHAPTER II - Rights and obligations of SamBoat, Owners and Renters.

Article 9 - SamBoat's obligations and missions

The obligations to which SamBoat is bound are limited to those of an intermediation platform allowing the connection between Boat Owners and Renters. SamBoat does not intervene in the material performance of the rental services, which are the exclusive responsibility of the Users.

SamBoat undertakes to provide its members with the services available on the <https://www.samboat.com> Site, in particular by providing them with a tool allowing the publication, distribution and modification of their Rental Advertisements, as well as features facilitating exchanges between Users.

SamBoat also intervenes in the technical management of the platform, the assistance to Users, the management of payments and, where applicable, the amicable resolution of disputes, without however intervening in the actual realization of rentals or in the provision of Boats or associated services.

Under no circumstances and at no time is SamBoat the owner of the Boats offered for rent on the Site. SamBoat does not provide Boats, skippers or navigation services, and does not carry out any systematic technical control on the Boats offered for charter.

The missions carried out by SamBoat in the context of the operation of the Site do not include boat rental services. They include:

- the management of Users' registrations on the Site;
- the connection between Users;
- the provision of tools facilitating the exchange and rental of Boats between Users;
- the technical and secure management of the platform;
- monitoring and facilitating payments between Users;
- assisting Users in the use of the platform;

- the proposal of amicable solutions in the event of a dispute between Users.

SamBoat acts as a technical and commercial intermediary in putting Users in touch. As such, SamBoat is not a party to the Rental Agreements concluded between Users and cannot be held liable for their performance, except in the case of a fault directly attributable to SamBoat or when liability cannot be legally excluded.

SamBoat, pursuant to the tax regulations applicable to digital platforms, may be required to communicate to the competent tax authorities the income generated by Users through the platform. Users expressly accept this transfer of information to the tax authorities as well as any transfer of information concerning them carried out in application of a legal or regulatory obligation, in all countries where SamBoat operates or pays Remuneration.

SamBoat undertakes to carry out this processing in compliance with the applicable regulations on the protection of personal data.

Article 10 - Rights and obligations of the Individual and Professional Owner

10.1 - Access to Services

The necessary conditions in order to be able to offer a Boat for rent are as follows:

- Be a member of the SamBoat community;
- Be the Owner of a Boat and have documents establishing a regular right of ownership;
- Failing this, be the guardian of the Boat on a regular basis, have all the necessary authorisations and certificates to rent the Boat; the Owner must be able to provide the Renter with such written and signed authorizations and certificates.
- Guarantee the authenticity and sincerity of the documents and information entered;
- Have the documents establishing the insurance for the rental of the Boat for the year;
- Offer a boat in perfect working order and regularly maintained;
- Equip the Boat offered for rent with a safety equipment in accordance with its category of navigation;
- Be in compliance with the Laws and Regulations in force, in particular for "skipped" rentals.

The following watercraft are prohibited for rent on the Site:

- Windsurfing;
- Kayaking, canoeing.

10.2 - Duties of the Owner

The Owners undertake to publish Rental Advertisements that comply with the reality of the conditions governing the rental of their Boat. Each Owner is solely responsible for the authenticity of the Rental Advertisements published on the Site.

As the services of the Site are limited to the sole connection of Users, SamBoat cannot be held liable under these conditions for an inaccurate, erroneous or falsified Rental Advertisement.

The Site or SamBoat cannot be held responsible for the content of the Rental Advertisements published, or for an infringement by a User of any right held by a third party or another User.

The Owner must specify in his advertisement the conditions of rental of his Boat by indicating:

- The usual availability of the Boat;
- Rental rates per season;
- The location of the Boat and any other information necessary for the detail and valuation of the rental.

The Owner undertakes that the Price displayed on the Rental Advertisement is at most equal to the Public Price displayed on any other platforms or publications. The Owner must update this information if it changes the terms of the Rental Offer.

The Owner undertakes to provide the Renter with:

- A Boat that complies with the Rental Advertisement, in perfect working order, up to date with its revisions and regularly maintained according to the wintering rules;
- A boat regularly insured for the rental activity;
- A clean Boat with no damage or disorder other than those listed on the Boat's inventory;
- A Boat with safety equipment and equipment that complies with the regulations applicable to its category of navigation, up-to-date with the special verification register, as well as the necessary consumable goods;
- A rental agreement with an inventory of fixtures on arrival and departure;
- Personal buoyancy equipment in accordance with the applicable regulations, adapted to the number and characteristics of the people on board, in accordance with the legal requirements in force according to the area and navigation conditions.

The Owner undertakes to verify that the Renter meets the conditions of Article 11.1. The Owner undertakes to comply with its tax and social security obligations.

In France, to find out more about their tax and social security obligations, Users can use the following links:

- Tax obligations: <https://www.impots.gouv.fr/portail/node/10841>
- Social obligations: <https://www.securite-sociale.fr/Vos-droits-et-demarches-dans-le-cadre-des-activites-economiques-entre-particuliers-Article-87>

10.3 - Special case of the Professional Owner

The Remuneration of the Professional Owner is set according to the application of his or her fee schedule. SamBoat cannot in any way guide, organize or determine the setting of the Owner's Remuneration.

The options offered in a particular way by the Professional Owner will be paid by the Renter on the first day of the rental as long as they have been previously validated by the Renter. The terms and conditions of the Professional Owner apply from the time of payment by the Renter of the Remuneration until the return of the Boat to the Professional Owner.

Outside the Rental period, only the conditions for cancelling Rentals provided for in the general terms and conditions of the professional will replace those set out in these T&Cs.

Article 11 - Rights and obligations of the Renter

11.1 - Access to Services

The conditions for renting a Boat are as follows:

- Be part of the SamBoat community;
- Be at least 18 years old;
- Hold the necessary pleasure boat license to maneuver the Boat in the requested destination;
- Have a valid credit card;
- Not be medically incapacitated to navigate.

11.2 - Obligations of the Renter

The Renter is reminded that he is responsible for the Boat in his capacity as custodian of the thing from the moment he takes possession of the Boat until it is fully returned. He will have to use it reasonably, maintain it and take good care of it with due diligence. It is specified that only the Renter who has validated the Boat Reservation is authorized to maneuver the Boat.

By way of exception, a person other than the Renter may take on the role of Skipper if, with the exception of his or her status as a member of the SamBoat community, he or she meets the conditions mentioned in Article 11.1. However, he will act under the responsibility of the Renter.

In addition, the Renter undertakes to the Owner to:

- Return a Boat clean and without damage other than those listed on the description of the Boat or on the inventory of fixtures established when taking possession of the Boat;
- Respect the times of availability and return of the Boat agreed with the Owner;
- Ensure that people on board wear a life jacket or buoyancy aid;
- Comply with all applicable Laws and Regulations relating to navigation in the navigation area;
- Return the Boat with the fuel level observed at the beginning of the rental.

It is strictly forbidden for the Renter to sublet the Boat, to tow another boat, to carry out passenger transport for a fee.

Unless otherwise stated on the Rental Advertisement, pets are not allowed on board.

The Renter undertakes to ensure the routine checks and cleaning of the Boat during the rental period and in particular to check the oil levels of the engines and the proper functioning of the equipment and appliances on board on a daily basis. In all circumstances, the Renter will remain the guardian of the Boat until it is returned to the Owner and must therefore ensure that it is kept as a good sailor.

Unless previously agreed with the Owner, the Renter must return the Boat to the same place where the collection was made.

The Renter will be solely responsible to the competent authorities and the third parties concerned, for any voluntary or involuntary breach of the regulations in force in his or her navigation area and for their legal consequences (prosecutions, lawsuits, fines, etc.). It expressly releases the Owner and SamBoat from any liability for this fact.

CHAPTER III - Legal framework for connection by SamBoat

Article 12 - Contractual terms and conditions of rentals

Any member regularly registered on the Site as a Renter may proceed with the Reservation of a Boat that is the subject of a Rental Offer on the Site.

However, it is recalled that the Site is a networking service and that the contractual relationships established during rentals are freely negotiated and finalized by the Users.

The Owner and the Renter must agree on the terms of the rental prior to the conclusion of a Rental Agreement.

The Site provides Users with a predefined model of the Boat Rental Agreement, as well as a dematerialized version through the mobile application. Users are free to use this template, to modify it, to adapt it, or to use any other regular contractual document of their choice. The dematerialized contract has the same legal value as the paper contract to be printed.

If any other contractual document is used by the Users, the Owner undertakes in this Rental Agreement to:

- Present and describe the rented Boat;
- Present the characteristics and equipment that appear on the Rental Advertisement;
- Set and formalize a specific Price;
- Set a precise and unequivocal rental period, including the start and end times of the rental;
- Mention the fuel level of the rented boat.

Users are required to comply with the commitments ratified in a contractual manner. Users may not finalize a Rental Agreement that may bind a third party that is not a signatory. They are solely responsible under this Rental Agreement and cannot generate the slightest obligation enforceable against SamBoat or SamBoat, which retains the status of third party to the Rental Agreement signed between the Users.

The terms of the contractual relations are therefore freely defined between Owners and Renters. The Owners and Renters thus remain free to propose, accept or refuse a rental, without SamBoat being able to intervene in any way whatsoever in their choice, or without its liability being sought for the execution of the contractual relations existing between the Users alone.

Where an Owner makes an Offer on the Booking Price by offering to pay only part or a deposit of the rental amount via the platform, and the other part on site, they will be liable for the full Service Fee, calculated on the basis of the Renter's initial request. In this case, SamBoat reserves the right to change the total Rental Price and deduct the Initial Service Fee from the Owner's rental income.

CHAPTER IV - Booking and Cancellation of a Rental

Article 13 - Boat Booking and Rental Terms

13.1 - Selection and Receipt of a Rental Offer:

13.1.1 - General case (non-broker)

The Renter selects one or more Boats offered for rent on the Site. This selection is made according to freely defined criteria: characteristics of the Boat, location, rates, knowledge of the Owner. The Renter indicates when Booking the dates and times corresponding to the beginning and end of the desired Rental.

The Owner receives the Booking request which he can accept or refuse.

The Owner who responds positively to the rental request undertakes to make his Boat available for the period proposed by the Renter.

13.1.2 - In the presence of a broker

Some Boat Offers are available on quote only with a "Broker" type operation. These ads are recognizable by the "request a quote" button on their page.

The Renter receives several Boat Offers belonging to different partner Fleets. The Renter can specify whether he is interested in the offer or not.

13.2 - Payment of the Rental:

The Renter must pay the amount of the rental by credit card (Mastercard, Visa, Amex) or by bank transfer. Cheques, cash, holiday vouchers are not accepted. The Booking is then validated. The Renter must pay the full amount of the Booking on the Site, including the amount of the Service Fee. The Remuneration due to the Owner is paid by the Site to his bank account within 24 (twenty-four) hours after the first day of rental.

In the presence of a broker, it is sometimes possible to confirm the Booking by paying only a deposit and then respecting the conditions for payment of the balance. The Partner Fleet is paid directly by SamBoat as soon as the Booking is confirmed.

13.3 - Confirmation of the Rental:

The Renter and the Owner receive an e-mail informing them that the rental is confirmed.

The Owner and the Renter are notified of practical information relating to the rental: the location, the Price, the rental dates, the contact information of both parties, and the proposal of the model Rental Agreement including the inventory of fixtures.

In the presence of a broker, the crew list must be completed.

Article 14 - Modification and cancellation of a lease (excluding broker)

14.1 - Conditions for modifying the terms of a rental - general rules.

Any modification of a Booking requested by a Renter after payment of the Booking is subject to the agreement of the Owner, but also to that of SamBoat if it entails a change in the amount of the Service Fee.

SamBoat must be informed without delay of any substantial change to a Booking, i.e. date, Price, duration, etc.

Any early termination of the rental will not entitle the Renter to any refund.

The Renter and the Owner having become aware of the limitation of SamBoat's missions to a connection service, they waive the right to request any compensation from SamBoat for a cancellation of the rental, including in the cases mentioned in Article 14.4.

14.2 - Cancellation by the Renter (except in the cases mentioned in Article 14.4)

In the event of cancellation by the Renter of his/her Booking outside the cases mentioned in Article 14.4, the Owners have the right to choose the cancellation conditions adapted to their wish when registering their listing:

- FLEXIBLE: The Renter will be reimbursed the amount of the rental up to the day before departure. If the cancellation occurs on the day of departure, the Renter will remain liable for the full cost of the rental.
- ZEN: If the cancellation occurs 5 (five) days or more before the rental, the Renter will be refunded 70% (seventy percent) of the rental amount.

If the cancellation occurs less than 5 (five) days before the rental, he will be liable for 100% (one hundred percent) of the rental amount.

- MODERATE: If the cancellation occurs more than 2 (two) weeks before the rental, the Owner will be liable to 50% (fifty percent) of the rental cost,

If the cancellation occurs less than 2 (two) weeks before the rental, he will be liable for 100% (one hundred percent) of the rental amount.

- STRICT: The Renter will be liable in the event of cancellation, regardless of the notice period, for the entire cost of the rental.
- PERSONALIZED: Accessible only to Professional Owners. On the Owner's own terms.

Non-professional Owners can freely opt for one of the cancellation conditions listed above.

On the contrary, Professional Owners must ensure, in accordance with the Law, that the cancellation conditions applied to Renters are clear and not abusive.

It is agreed between the Users that the so-called ZEN conditions apply by default in the absence of another choice by the Owner. The cancellation conditions are freely chosen by the Owners.

Cancellations cannot affect the payment of the Service Fees due to SamBoat.

The Renter may, at the time of the Booking, subscribe to optional guarantees offered on the Site, in particular insurance or commercial cancellation guarantees, under the conditions provided for in Articles 17.4, 18, 14.7 and 14.8 following of these T&Cs.

14.3 - Cancellation by the Owner (except in the cases mentioned in Article 14.4)

Cancellations by the Owners, except in the cases mentioned in Article 14.4, are prohibited.

In the event of cancellation by the Owner without a legitimate reason, a penalty of 50% (fifty percent) of the rental amount, with a minimum of €200.00 (two hundred euros), will be due to SamBoat as a penalty. This penalty may be withheld from the Owner's future rental income.

When a cancellation occurs at the initiative of the Owner, the Renter is reimbursed for the amount of the rental paid.

The Service Fees collected by SamBoat as well as the Renter Protection Fees are systematically refunded in the form of a Credit Note (Coupon) that can be used on the SamBoat platform. The Renter may not demand a monetary refund of these costs.

Credit Notes issued by SamBoat are personal, non-transferable, non-refundable and valid for a period specified at the time of their issuance.

When a Rental is cancelled by the Owner, if the Owner, whether a private or professional owner, redirects the Renter to a company or person in order to proceed with the initially planned Rental, he is exposed to the penalties mentioned above.

Similarly, if the Owner, a private or professional person, organizes an alternative solution to the Renter outside the SamBoat platform, the Service Fees will be due by the Owner and the penalties provided for in this article may be applied.

SamBoat also reserves the right to take any appropriate action against the Owner, including the temporary or permanent suspension of his account, in the event of repeated or abusive cancellations.

14.4 - Exceptional cases of cancellation of a rental

14.4.1 – Force majeure

The rental may be cancelled by the Renter or the Owner in the event of the occurrence of a force majeure event, as defined by applicable law, preventing the execution of the rental under normal safety conditions.

Force majeure is understood to be an event that is both unforeseeable, irresistible and external to the parties.

In the case of navigation, normal or foreseeable weather conditions, even unfavourable, such as wind, sea state or precipitation, do not in themselves constitute cases of force majeure.

Only meteorological events of an exceptional and objectively dangerous nature can be considered as a case of force majeure, in particular:

- the issuance of a Special Weather Statement (BMS) by a competent authority;
- an administrative ban on navigation.

To be considered as a case of force majeure giving rise to the right to cancellation, the event must affect the entire duration of the rental.

If the event only concerns part of the rental period, total cancellation cannot be granted and an alternative solution may be proposed, in particular a postponement, modification or partial refund.

Apart from these situations, the weather conditions are normal navigational risks.

The Renter is invited, if he/she wishes to protect himself against the consequences of adverse weather conditions, to subscribe to the optional guarantees offered by SamBoat, under the conditions provided for in these T&Cs.

In the event of cancellation due to force majeure, the amount of the rental may be refunded depending on the circumstances.

The Service Fee and the Renter Protection Fee may, depending on the case, be refunded in the form of a Credit Note (Coupon) that can be used on the SamBoat platform, without the Renter being able to demand a monetary refund of these fees.

14.4.2 - Cancellation by the Owner

The rental may be cancelled by the Owner if he proves that the Renter does not have the necessary skills to handle the rented Boat, or if the rented Boat suffers damage making it unfit for navigation and which the Owner cannot remedy before the rental.

The Owner must inform the Renter and SamBoat of the occurrence of the event without delay and provide SamBoat with any useful proof.

SamBoat reserves the right to request any additional information or documentation it deems necessary. If the requested information is not provided, the penalties mentioned in Article 14.3 may be applied.

In the event of cancellation under these conditions, the Renter cannot be reimbursed for the amount of the rental.

The Service Fee and the Renter Protection Fee cannot be refunded either.

14.4.3 - Cancellation by the Renter

The rental may be cancelled by the Renter if he/she finds, when taking charge of the Boat, that it does not comply with the Rental Advertisement or that it is not in a condition to sail, either because of the lack of an essential safety element, or because it does not comply with the laws and regulations in force.

Proof must be sent to SamBoat in order to justify this, in particular: photos, videos, official documents of the Boat or any other relevant element (non-exhaustive list).

After verification of the supporting documents by SamBoat, the Renter may be partially or fully reimbursed for the amount of the rental, depending on the circumstances and at the discretion of SamBoat.

The Service Fee and the Renter Protection Fee may, depending on the circumstances, be refunded in the form of a Credit Note (Coupon) usable on the SamBoat platform without the Renter being able to demand a monetary refund, under the conditions provided for in Article 14.5.

SamBoat does not have the possibility of intervening on site to verify the veracity of the documents communicated.

14.4.4 - SamBoat's Powers of Interpretation

SamBoat assesses, at its sole discretion, on the basis of the elements at its disposal, the legitimacy of cancellation and refund requests.

SamBoat also reserves the right to propose any alternative solution it deems appropriate, including:

- Postponement of the rental
- Modification of the reservation
- partial refund
- Issuance of a Credit Note

The decisions taken by SamBoat in this context take into account all the circumstances and aim to preserve the balance between the interests of the Renter, the Owner and SamBoat.

14.5 - Refund conditions in case of cancellation

When a Renter is legitimately entitled to a refund pursuant to Article 14, the sums paid shall be reimbursed as follows:

- The rental amount is refunded to the Renter according to the conditions applicable to the Booking;
- The Service Fees collected by SamBoat may, as the case may be, be refunded in the form of a Credit Note (Coupon) that can be used on the SamBoat platform;
- The Renter Protection Fees may, depending on the case, be refunded in the form of a Credit Note (Coupon) that can be used on the SamBoat platform.

The Credit Notes issued by SamBoat are personal, non-transferable, non-refundable and valid for a period specified at the time of their issuance.

In the event of a cancellation attributable to the Owner, SamBoat reserves the right to refund the Service Fee and the Renter Protection Fee in the form of a Credit Note, without the Renter being able to demand a monetary refund of these fees.

In the event of damage attributable to the Renter, no refund is possible.

In the case of a rental with a Professional Owner who has chosen "personalised conditions", the terms and conditions of the professional apply, except with regard to the Service Fee, the Renter Protection Fee and the penalties related to unjustified cancellations, which remain governed by these General Terms and Conditions.

Refunds or Credits are made within twenty (20) working days of the validation of the cancellation by SamBoat.

14.6 – Bookings made with Partner Fleets (charter)

Some Bookings are made with partner fleets, in particular long-term charter rentals.

In this context, SamBoat acts as an intermediation platform allowing the Renter to connect with the Partner Fleet. SamBoat is not a party to the rental agreement concluded between the Renter and the Partner Fleet and does not intervene in the material performance of the service, which is the exclusive responsibility of the Partner Fleet.

The contractual and cancellation conditions defined by the Partner Fleet apply in the event of cancellation or modification of the booking, unless otherwise expressly provided for in these T&Cs or by a specific option subscribed to by the Renter.

The refund of the rental amount depends on:

- the acceptance of the cancellation by the Partner Fleet;

- and, where applicable, the actual receipt of funds by SamBoat when they transit through the platform.

Any cancellation request must be made from the Renter's personal space, via the functionality provided for this purpose, in particular via the "Request cancellation" button. Only requests registered in the SamBoat system are taken into account.

SamBoat forwards the cancellation request to the relevant Partner Fleet, which will review the request in accordance with its own contractual conditions. SamBoat does not guarantee the acceptance of the cancellation request, nor the amount of the refund, which are at the decision of the Partner Fleet.

In the event of a refund granted by the Partner Fleet, the amount of the rental will be reimbursed to the Renter under the applicable conditions and within the limit of the sums actually received by SamBoat when the payments pass through the platform.

The Service Fees collected by SamBoat as well as the Renter Protection Fees may, depending on the circumstances and in the cases provided for in these T&Cs, be compensated in the form of a Credit Note (Coupon) that can be used on the SamBoat platform. Users acknowledge that, in these cases, compensation may be made in the form of a Credit Note, unless otherwise required by mandatory law.

The Credits issued by SamBoat constitute Commercial Credit Notes that can be used exclusively on the SamBoat platform. They are personal, non-transferable and valid for a period specified at the time of their issue. These Credits have no monetary value, cannot be converted into cash, nor can they be the subject of a monetary refund, a transfer, or a credit on a means of payment, unless otherwise required by mandatory law.

Some options offered by SamBoat may not be available for these Bookings. The applicable options are specified at the time of subscription.

By way of derogation, in the event of subscription to the FLEX, FLEX30, FLEX50 or FLEX+ options, the specific conditions of these options apply in priority, within the limits of their scope of application.

SamBoat cannot be held responsible for the decisions taken by the Partner Fleet regarding the cancellation, modification or refund of the Booking, except in the case of fault directly attributable to SamBoat or when liability cannot be legally excluded.

In the absence of a response from the Partner Fleet within a reasonable period of time, SamBoat may assist the parties in processing the request on the basis of the available elements, without this constituting an obligation of result or an intervention in the final decision of the Partner Fleet.

14.7 – Weather Coverage (Optional)

SamBoat may offer the Renter, depending on the eligibility of the Booking, an optional weather coverage option allowing, under conditions, to obtain a refund in the event of adverse weather conditions.

This option is a commercial guarantee and does not constitute an insurance contract.

14.7.1 Availability and Eligibility

Weather coverage is not systematically offered.

It may only be available for certain Bookings that meet eligibility criteria, including:

- rentals of one day or less

- rentals with a total amount not exceeding €2,500
- Bookings for which this option is offered during the Booking process

Eligibility criteria are determined by SamBoat and may change.

14.7.2 Conditions of subscription

Weather coverage:

- can be taken out at the time of booking
- may, if applicable, be taken out up to seven (7) days before the start of the rental
- is attached to a specific Booking
- is non-transferable and non-refundable once purchased

14.7.3 Purpose

Weather coverage allows the Renter to obtain a refund of the rental in the event of adverse weather conditions defined below.

14.7.4 Conditions of application

Weather coverage applies in the following cases:

- when the weather conditions observed at the place of departure are unfavourable to navigation, but do not fall within the scope of a case of force majeure as defined in Article 14.4
- or when the Owner expressly agrees to the cancellation due to adverse weather conditions

Normal or foreseeable weather conditions, such as wind, sea state or precipitation, do not in themselves constitute force majeure.

The request to trigger the weather coverage can only be made at the earliest the day before the start date of the rental. Any request made before this period cannot be taken into account, as the weather forecasts are not sufficiently reliable to justify the application of the guarantee beyond this period.

The implementation of the cover remains subject to the conditions, terms and supporting documents defined at the time of subscription.

14.7.5 Procedure

The Renter must make their request by clicking on the "Request cancellation" button available in their Booking and attaching the required supporting document.

14.7.6 Refund Conditions

In the event of a valid cancellation, the rental amount will be refunded according to the terms and conditions defined at the time of subscription, with the exception of the cost of the cover.

14.7.7 Exclusions

Coverage does not apply to:

- non-eligible weather conditions
- requests made after the start of the rental
- in the absence of compliant proof
- requests made more than 1 (one) day before the start date of the rental
- Bookings not eligible for the option

14.7.8 Contractual nature

Weather coverage is a specific contractual option offered by SamBoat and distinct from any other guarantees or insurances that may be offered.

14.8 – Options FLEX

SamBoat may offer the Renter, at the time of the Booking, one or more optional options called "FLEX", "FLEX 30", "FLEX 50", or "FLEX+", allowing the Booking to be cancelled without having to justify the reason, subject to compliance with the applicable conditions.

These options are commercial guarantees offered by SamBoat and do not constitute insurance contracts.

14.8.1 Availability

FLEX options are not systematically offered and may depend in particular on:

- the type of Booking
- the applicable cancellation conditions
- the amount of the Booking
- or any other criterion determined by SamBoat

The available options are indicated at the time of Booking.

14.8.2 Purpose

The FLEX options allow the Renter, subject to compliance with the conditions applicable to the subscribed formula, to obtain a full refund of the rental amount, part of which may be granted in the form of a Credit Note (Coupon) that can be used on the SamBoat platform.

The refund is only possible if the cancellation request is made within the period applicable to the FLEX package subscribed to, as indicated at the time of the Booking. After this period, the cancellation conditions of the Booking apply.

14.8.3 Conditions of subscription

FLEX options:

- must be taken out exclusively at the time of the creation of the Booking Request

- are attached to a specific Booking
- are non-transferable and non-refundable once purchased

14.8.4 Cancellation Conditions

To benefit from the FLEX option, the Renter must make their cancellation request from their personal space on the Site, via the button entitled "Request cancellation".

Only requests registered in the SamBoat system are taken into account.

The date on which the application is taken into account corresponds to the date of registration in the SamBoat system.

Any request made through another channel will not be taken into account.

The applicable cancellation period depends on the FLEX package subscribed to and is specified at the time of subscription.

14.8.5 Refund Conditions

In the event of cancellation in accordance with the conditions of the FLEX option, the amount refunded is distributed as follows:

- eighty percent (80%) of the refunded amount is returned to the payment method used for the Booking
- twenty percent (20%) of the amount refunded is granted in the form of a Coupon or Credit Note that can be used on the SamBoat platform

The Coupon:

- constitutes a Business Credit
- is personal
- is not transferable
- is valid for a period of eighteen (18) months from the date of issue
- has no cash value
- cannot be converted into cash
- cannot be the subject of a monetary refund or a credit on a means of payment

These provisions apply unless otherwise required by mandatory law.

14.8.6 Scope

The cancellation made under the FLEX option covers the total amount of the Booking, including the price of the Boat rental, the Service Fee, the Renter Protection Fee, the cost of the FLEX option as well as the extras and options related to the Boat contracted online on the SamBoat platform.

Optional insurance products taken out at the time of the Booking are expressly excluded from reimbursement.

14.8.7 Exclusions

The FLEX option does not apply to:

- cancellation requests made after the deadline
- Bookings other than the one for which the option was taken out
- in the event of denied boarding due to non-compliance with the rental conditions
- in the event of an event already covered by these T&Cs
- in cases of force majeure as defined in these T&Cs

14.8.8 Articulation with other guarantees

The subscription to a FLEX option excludes, for the same Booking, the subscription or application of the cancellation insurance.

Regarding weather coverage:

- If you subscribe to the FLEX 30 or FLEX 50 options, the weather cover can be taken out in addition, in order to cover cancellations due to adverse weather conditions occurring beyond the period of coverage of these options.
- In the case of subscribing to the FLEX+ option, the simultaneous subscription to the weather cover is not possible, as the FLEX+ option fully replaces any other cancellation guarantee.

14.8.9 Contractual nature

The FLEX option is a specific contractual cancellation option offered by SamBoat and does not change the Renter's other obligations under the rental agreement.

CHAPTER V - Rental prices and payment terms - Security deposit - Insurance option for Renters

Article 15 - Rental price - Remuneration - Service charge / commission

Access, registration and use of the Site are free of charge.

The Price of the Boat Rental is freely set by the Owner and freely accepted by the Renter. SamBoat cannot in any way intervene with Users in order to organize or determine the setting of the Remuneration due to the Owner.

The Prices displayed on the Site are inclusive of all taxes. They include:

- the rental price set by the Owner;
- the Service Fees collected by SamBoat;
- Renter Protection Fees;
- where applicable, the additional options or guarantees subscribed to by the Renter.

The Service Fee corresponds to SamBoat's remuneration for putting the Renter and the Owner in touch, using the platform, administrative processing of the Booking, securing the payment, as well as customer support and technical services associated with the management of the Booking.

The Renter Protection Fee corresponds to the payment security, assistance and customer support services provided by SamBoat in connection with the Booking.

The Service Fee and the Renter Protection Fee are due upon confirmation of the Booking, regardless of the actual completion of the rental, subject to the specific provisions set out in the Articles relating to cancellations.

In the event of cancellation of the Booking, the Service Fee and the Renter Protection Fee may, depending on the circumstances, be refunded in the form of a Credit Note (Coupon) that can be used on the SamBoat platform, without the Renter being able to demand a monetary refund of these fees.

Credit Notes issued by SamBoat are personal, non-transferable, non-refundable and valid for a period specified at the time of their issuance.

A commission of 20% (twenty percent) is payable by the Owner to cover the Service Fee. This commission is reduced to 10% (ten percent) for extras such as stand-up paddleboarding, masks and snorkels, fishing equipment, or any other additional services offered by the Owner.

SamBoat reserves the right to adapt the amount of the Service Fees and commissions according to the categories of Booking, commercial partnerships, promotional offers or changes to the service, under the conditions set out in these T&Cs.

Article 16 - Securing the payment of rentals

16.1 - Securing the payment of rentals (excluding brokers)

The security of transactions is ensured by Adyen N.V., a foreign trading company registered with the Trade and Companies Register with its registered office at Simon Carmiggelstraat 60, 1011 DJ Amsterdam, the Netherlands and registered in the Netherlands under number 34259528, recognised as a credit institution by De Nederlandsche Bank, which can also provide cross-border services within the EEA. <https://www.adyen.com/legal/adyen-terms-and-conditions>

Users declare that they have read the general terms and conditions of use of the Adyen service and accept them without exception or reservation.

Users undertake to make payments due for rentals on the SamBoat Website exclusively, by means of a payment card in the name of the Renter.

SamBoat cannot be held liable for payments made directly between the Owners and the Renters. The Site only guarantees the security of electronic payments made through our partner Adyen.

As soon as the Owner accepts a Booking, the Renter is directed to a payment screen inviting him to enter his bank details, his credit card number and the validation cryptogram in order to proceed with the payment of the rental.

Payment can be made in three instalments free of charge from an amount of €500 and if the rental takes place more than 2 months after the day of payment. If the payment of the balance is not paid 1 (one) month before the start of the rental, SamBoat reserves the right to cancel the Booking without refunding the deposits already paid.

This option may not be available on some Ads posted online by Professionals.

The Renter expressly authorises SamBoat to deduct from its account the entire Price including the Remuneration due to the Owner, the Service Fees as well as any penalty or other costs due under these T&Cs.

16.2 - Securing payment for rentals with a broker

For Bookings on Partner Fleets, the security of transactions is ensured by STRIPE (Stripe Payments Europe, Limited), a company incorporated under Irish law located at The One Building, Lower Grand Canal St, Dublin 2, Ireland, registered under number 513174.

Article 17 - Security deposit and damage or damage to the Boat

17.1 - Security deposit

When booking the Boat, the Renter is informed of the amount of the Security Deposit that he will be liable for in the event of damage caused to the Boat and/or its equipment, or if the Boat is not returned in acceptable clean conditions.

It will be debited, whatever the cause, from the credit card or any other means given as a guarantee at the time of the Booking. It is used to cover any damage caused during the rental, namely the amount of repairs, fuel level defects, rental delays, expert fees, administrative fees and any other sum that comes to compensate for the damages suffered. However, it does not constitute a limitation of liability, as any damage caused must be repaired.

When the Security Deposit is managed by the SamBoat platform, the Renter will be asked to deposit their Security Deposit on the Site 48 hours (forty-eight hours) before the start of the rental.

A direct debit authorisation will then be made on the Renter's bank card up to the amount of the Security Deposit.

In the event that the Renter does not deposit the Security Deposit, the Renter must agree on another means of payment with the Owner. In such a case, SamBoat will no longer mediate for the use of the Security Deposit.

In the event that the Renter subscribes to the rental deposit guarantee insurance offered by the Site and described in Article 17.4, the amount of the direct debit authorization may be reduced.

17.2 - Use of the Security Deposit

In the event of damage caused by the Renter or by any person on board the Boat and a claim made by the Owner under the conditions of Article 20.2, SamBoat is authorised to deduct the full amount of the Security Deposit.

The Owner who has made a complaint admits, however, that the blocking of the Security Deposit is subject to the technical possibility for ADYEN to comply with this purpose, so that it waives without exception or reservation the possibility of seeking SamBoat's liability on this point.

In this case, it will be the responsibility of the Owner to obtain reimbursement of the damage caused during the rental directly from the Renter.

If SamBoat has to activate the Security Deposit on behalf of the Owner by means of the ADYEN service, or if it has to charge the amount of the excess, or if it has to intervene in order to resolve a claim, a fee of 5% (five percent) of the amount of the Security Deposit will be debited with a minimum of 100 € (hundred) Euros including VAT from the Renter for Management Fees by SamBoat.

In the event of a recovery procedure (in the event of late payment or insolvency) initiated by SamBoat against the Renter, a fixed compensation of 40 Euros (forty) will be applied.

The Renter accepts without reservation or exception to be deducted from the Security Deposit or to pay by any other means, any compensation for the damage he may have caused.

For certain damages, a flat fee is levied on behalf of the Owner as follows:

- In the event of a delay in the return of the Boat: Hourly price increased by 50%
- Abnormally dirty boat (ext.): 175 Euros
- Abnormally dirty boat (indoor): 155 Euros
- Fuel tank not carried out: 40 Euros + 2.50 Euros / liter
- Tears/Burns/Stains/Breakages/Scratches: Replacement value (with a minimum of 200 Euros)

In the event of damage to the Boat returned to the Owner, the Renter undertakes to pay fair compensation allowing the Boat to be fully repaired. The amount of the repairs and/or the amount of the fixed costs will be deducted by SamBoat automatically from the Renter's Security Deposit and may be invoiced to the Renter if this amount is not sufficient.

In the event of a claim for which an insurance declaration is made, the Renter expressly authorises SamBoat to deduct the amount of the damage from its Security Deposit up to the limit of the amount of the Security Deposit.

In the event of inexcusable fault or wilful damage on the part of the Renter, the Renter's liability shall cover the entire damage and shall not be limited to the Security Deposit.

The Owner who does not use the Rental Agreement provided by SamBoat will not be able to use the Security Deposit management system, unless expressly agreed by SamBoat.

17.3 - Credit Guarantee Option of Security Deposit (Deposit)

SamBoat offers an option guaranteeing the payment of the Security Deposit to the Owner in the event of the Renter's insolvency during a damage or loss. This option allows the Owner to be compensated in the event of damage or loss even if the Renter is not solvent.

This option applies to all rentals for which the Reservation takes place after the Owner has subscribed to the option. This option is subject to an additional commission detailed on the Site. The commission varies according to the amount guaranteed by SamBoat as chosen by the Owner on the Site.

In the event that the pre-authorization allowing the Security Deposit fails, SamBoat will inform the Owner by email. The latter will be responsible for regularizing the situation before the start of the rental. This adjustment can be done by any other means (cheque, cash, terminal). Otherwise, if an Owner lets his Boat go without the Renter having regularized the situation, the solvency guarantee option of the Security Deposit will have no effect.

In the event that the Owner receives compensation from SamBoat under this "solvency guarantee" option, the Owner expressly agrees to subrogate SamBoat's rights in order to allow SamBoat to turn against the Renter to obtain reimbursement of the sums owed by the latter.

17.4 - Rental deposit guarantee insurance option

SamBoat may offer the Renter, at the time of the Booking, an optional financial guarantee option to reduce or cover all or part of the financial risk related to the Security Deposit or the applicable insurance deductible in the event of damage occurring during the rental.

Depending on the eligibility of the Renter, the rental or the Boat, this option can take the form of:

- a rental deposit guarantee (buy-back of the deposit), or
- a buy-back of the insurance deductible.

This guarantee is offered by a third-party insurance partner, in particular Gritchen or Mutuaide, depending on the case.

SamBoat acts exclusively as a distribution intermediary and is not an insurer. The precise conditions, exclusions, ceilings, deductibles and compensation terms are defined by the partner insurer and communicated to the Renter at the time of subscription.

17.4.1 Purpose

This option allows the Renter to limit their financial exposure in the event of damage occurring during the rental, under the conditions provided by the partner insurer.

Depending on the Proposed Offer:

- the rental deposit guarantee covers all or part of the amount of the Security Deposit required by the Owner;
- the buy-back of the excess covers all or part of the deductible applicable to the Boat's insurance.

In all cases, the guarantee comes into play within the limits, conditions and exclusions provided by the insurer.

17.4.2 Conditions of subscription

The warranty:

- is optional;
- is offered during the Booking process;
- is attached to a specific Booking;
- can only be taken out at the time of the Booking unless otherwise specified;
- is subject to eligibility criteria determined by the insurer.

SamBoat reserves the right to offer any of the guarantees depending on the eligibility of the Booking.

17.4.3 Nature of the guarantee

The guarantee is provided by a third-party insurer.

SamBoat acts as an intermediary and does not intervene in:

- Claims analysis
- the compensation decision

- the amount of the refund
- processing times

These elements are the exclusive responsibility of the partner insurer.

The warranty does not constitute insurance taken out with SamBoat.

17.4.4 Declaration of Claim

In the event of a claim, the Renter must:

- declare the claim in accordance with the instructions given at the time of subscription;
- provide all the supporting documents requested by the insurer;
- comply with the reporting deadlines set by the insurer.

As an indication, the declaration can be made to:

- Gritchen via www.declare.fr
- or Mutuaide according to the terms and conditions specified at the time of subscription

The exact terms and conditions are specified in the insurer's conditions applicable to the Booking.

17.4.5 Deductible and Exclusions

A deductible may remain at the expense of the Renter according to the conditions of the insurer.

The guarantee does not apply to:

- in the event of intentional or fraudulent misconduct
- in the event of inexcusable fault
- in the event of non-compliance with the sailing conditions
- in the event of improper use of the Boat
- in cases excluded by the partner insurer

Full exclusions are defined in the insurer's terms and conditions.

17.4.6 Cancellation and refund of the option

Depending on the option selected, the warranty can be:

- refundable
- Non-refundable

The repayment conditions are specified at the time of subscription.

In the case of a non-refundable option, the amount paid under the guarantee is definitively acquired and will not give rise to any refund, regardless of the reason for the request.

In the event of a refundable option:

- the reimbursement is made according to the terms and conditions specified at the time of subscription;
- the refund may be made to the means of payment used for the Booking or according to any other method indicated at the time of subscription;
- the repayment deadlines are specified at the time of subscription.

17.4.7 Liability

SamBoat cannot be held responsible for:

- the refusal of compensation by the insurer
- the amount of compensation
- the time it takes to process the claim
- the application of contractual exclusions

The contractual relationship relating to the guarantee is established directly between the Renter and the partner insurer.

17.4.8 Contractual nature

The rental deposit guarantee or the redemption of the excess is an optional contractual option independent of the rental agreement.

Its subscription does not affect the Renter's obligations under the rental agreement.

CHAPTER VI - Optional insurance

Article 18 - OPTIONAL INSURANCE

18.1. General presentation

SamBoat offers Renters, at the time of Booking, the optional subscription to insurance covering, in particular:

- the cancellation of the rental,
- the financial consequences of a claim that occurred during the rental,
- assistance during the stay,
- and, where applicable, any additional guarantee.

These insurances are offered as part of group contracts taken out with various partner insurers.

18.2. Allocation of insurance

The insurance product(s) offered are determined automatically according to eligibility criteria, in particular related to the Renter's profile, his country of residence, or the nature of the Booking.

The Renter is informed that the applicable insurance contract depends on his eligibility.

The Renter acknowledges:

- that a set of insurance guarantees, which may constitute a single product or a package, is offered to them according to their eligibility,
- that it is not possible for them to choose freely between several insurers or several products.

18.3. Details of the insurance offered

18.3.1 Cancellation insurance

This insurance allows, under certain conditions, the reimbursement of the cancellation costs of the rental.

Depending on the applicable contract, this insurance is offered by one of SamBoat's partner insurers.

The guarantees, ceilings, deductibles and exclusions are defined in the following notices:

- Information notice – Gritchen cancellation insurance: [\[link\]](#)
- Information notice – Mutuaide cancellation insurance: [\[link\]](#)

The Renter is invited to carefully consult the corresponding information notice before subscribing.

18.3.2 Insurance to cover costs in the event of a claim

Depending on the applicable contract, this insurance allows:

- either to cover all or part of the deposit requested by the Owner,
- or to cover the costs remaining at the expense of the Renter in the event of a claim.

The guarantees, ceilings, deductibles and exclusions are defined in the following information notices:

- Information notice – Gritchen guarantee buy-back insurance: [\[link\]](#)
- Information notice – Mutuaide deductible buy-back insurance: [\[link\]](#)

The Renter is invited to carefully consult the corresponding information notice before subscribing.

18.3.3 Assistance Insurance (if applicable)

Depending on the eligibility of the Renter and the characteristics of the Booking, assistance insurance may be offered.

This insurance may include:

- repatriation or medical transport
- Coverage of medical expenses
- the organisation of the early return
- the extension or continuation of the stay
- Other assistance services during the trip

The exact benefits, limits, exclusions and conditions depend on the applicable insurance contract.

The Renter is invited to consult the information notice given at the time of subscription.

- Information notice – Mutuaide assistance insurance: [\[link\]](#)

18.4. Conditions and Limitations

Insurance guarantees:

- are optional,
- are subject to conditions, exclusions, ceilings and deductibles,
- take effect and cease in accordance with the procedures set out in the corresponding notice.

The Renter is invited to carefully consult the information notices given to him before subscribing.

18.5. Declaration and Claims Management

In the event of a claim that may fall under an insurance policy, the Renter must:

- declare the claim directly to the insurer or manager designated in the information notice corresponding to the contract taken out,
- comply with the deadlines and procedures set out in this notice.

Depending on the applicable insurance, the declaration may be made in particular:

- via a dedicated online platform,
- by email,
- or through any other channel indicated in the leaflet.

The Renter is invited to refer to the corresponding information notice to find out the precise terms of declaration as well as the supporting documents to be provided.

SamBoat does not intervene in the management of claims under insurance contracts or in compensation or assistance decisions, which are the exclusive responsibility of the insurer.

Regardless of any insurance taken out, any damage that occurs during the rental may give rise to the Renter's liability under the rental agreement.

When the Owner has entrusted SamBoat with the management of the Security Deposit, SamBoat may intervene in the handling of the claim, in particular to:

- collect information relating to the damage,
- exchange with the Renter and the Owner,
- and proceed, if necessary, to the use of the deposit under the conditions provided for in the rental agreement.

The Renter is informed that the management of the deposit and that of insurance are subject to separate mechanisms.

18.6. Contractual nature

Insurance is a separate contract from the rental agreement.

Taking out insurance does not change the Renter's obligations under the rental agreement, in particular with regard to:

- the payment of the rental price,
- the security deposit (also known as the "security deposit"),
- and liability in the event of damage.

CHAPTER VII - Rental process

Article 19 - Rental process

19.1 - Taking Possession of the Boat

The Owner and the Renter meet on the effective date of the rental for the handover of the Boat and the keys. The Owner and the Renter must verify the identity of the other member, in particular by checking the originals of the pleasure boating licenses, the traffic card or the deed of ownership of the Boat. The Renter has until the evening of the first day of the rental in order to assert any complaints about the conditions of the rental.

With a broker, the Renter must go to the base at the agreed times and dates. The administrative formalities (payment of options, signing of the contract, crew list, inventory of fixtures, etc.) must have been completed beforehand. The charter conditions of the Partner Fleet apply throughout the rental period until the Return of the Boat, under the conditions set out in Article 14.6.

19.2 - Signing of the Rental Agreement / Inventory of the Boat

After signing the Rental Agreement, the Owner and the Renter draw up and sign a contradictory inventory of fixtures of the Boat on the summary document provided by SamBoat and printed by either party. The Owner and the Renter will each keep a copy of the inventory of fixtures. This inventory of fixtures must imperatively include:

- The civil status of the Owner and the Renter;
 - Surname, first name of the protagonists;
 - Company name and registration number of the participating companies;
 - Address;
 - Phone number;
 - License, ID card or passport number;
- Known damage, outside or inside the Boat, by proceeding to a detailed description;
- The list of objects left inside the Boat for the comfort of the Renter;
- The level of the fuel tank.

19.3 - Return of the Boat

The end of the rental occurs when the Boat is returned, the keys are handed over and the contradictory verification of the condition of the Boat must be recorded on the end of the rental report signed by both parties and of which each party must keep a copy. This must imperatively mention the level of the fuel tank, as well as any damage caused to the Boat during the rental.

The Boat must be returned at the agreed time and place. Any extension of the rental period must have been authorized by the Owner and by SamBoat, in order to allow an extension of the insurance coverage. Otherwise, the Boat's insurance cannot be maintained.

CHAPTER VIII - Complaints

Article 20 - Complaints

No claim can be taken into account by SamBoat without a written Rental Agreement or any element that clearly identifies the Booking concerned.

SamBoat acts as a technical intermediary between the Users and is not a party to the rental agreement concluded between the Renter and the Owner. As such, SamBoat does not guarantee the proper performance of the rental, unless otherwise provided for in these T&Cs.

Any complaint must be made within the time limits set out in these T&Cs, accompanied by any useful supporting documents. Failure to do so may result in the claim being considered inadmissible.

SamBoat reserves the right to assess, at its sole discretion, the admissibility and merits of the claims, on the basis of the information provided by the parties.

In the context of the processing of a claim, SamBoat may propose any appropriate solution, including:

- a total or partial refund;
- a Postponement of the rental ;
- a change to the booking;
- the issuance of a Credit Note (Coupon);
- any other solution deemed appropriate by SamBoat.

The decisions taken by SamBoat in the course of handling a claim do not constitute an admission of liability.

20.1 - For the Renter

If the conditions of the rental reveal, after taking possession of the Boat, a serious breach of the Owner's obligations, the Renter has a period of 24 (twenty-four) hours from the date of taking possession of the Boat to submit a claim to SamBoat.

The details of this complaint must be communicated electronically to the address contact@sambo.com, accompanied by any useful supporting documents (photos, videos, documents or any other relevant element).

Unless a claim is deemed manifestly inadmissible, SamBoat may suspend, as far as possible, the transfer of the Remuneration to the Owner for the duration of the analysis of the dispute.

SamBoat may close the dispute if it does not receive the requested supporting documents within the time limit.

The Renter acknowledges that the blocking of the Remuneration is subject to the technical possibilities of the payment provider. In the event that it is technically impossible to block, the Renter waives the right to seek SamBoat's liability in this respect. In this case, it will be the responsibility of the Renter to obtain reimbursement directly from the Owner.

As SamBoat does not have the mission to guarantee the conditions of the rentals freely organized by the Users, the Service Fees and the Renter Protection Fees may be kept by SamBoat or refunded in the form of a Credit Note (Coupon), in accordance with these T&Cs.

Any disagreement during the final inventory of fixtures (check-out) must be mentioned in the Rental Agreement, signed by both parties. Each party will be able to add its observations.

In the absence of a mention or signature, the Boat will be presumed to have been returned in accordance with the initial conditions, unless proven otherwise.

20.2 - For the Owner

The Owner must report, within 48 (forty-eight) hours from the end of the rental:

- failure to comply with the fuel level;
- Damage or incidents that occurred during the rental;
- any other breach observed.

These elements must be communicated to the damage@samboat.com address, accompanied by supporting documents.

The Renter may also send his observations to the same address.

In the event of a contradiction between the information provided by the Owner and the Renter, SamBoat will refer primarily to the contradictory inventory of fixtures signed by the parties.

Unless there is a manifestly inadmissible claim or in the absence of a signed contract, SamBoat may, as far as possible, block the Security Deposit for the duration of the dispute processing.

SamBoat may close the dispute if it does not receive the requested documents within the time limit.

In the absence of a response from one of the parties or sufficient supporting documents, SamBoat reserves the right to set a deadline for closing the case. This deadline will be communicated to Users electronically.

SamBoat reserves the right to propose any amicable solution, including a partial refund, a levy on the Security Deposit, or any other solution deemed appropriate.

CHAPTER IX - Boat Insurance

Article 21 - Boat Insurance

21.1 - Insurance terms and conditions

The Owners undertake to rent only Boats insured for the rental activity. They exclude any liability of SamBoat if damage occurs during the rental. Owners are free, without exception or reservation, to choose an insurance company for this purpose. The Owners are informed that SamBoat does not take out any insurance regarding the Boats.

21.2 - Declaration of Claim

In the event of a claim, the Owner must inform SamBoat as soon as possible. Any claim or damage and the details of its reason must be notified to SamBoat exclusively via the "Report a claim" button on the conversation page. This declaration will allow SamBoat to take the Renter's Security Deposit and possibly ask the Owner to make the Boat unavailable on the Site, depending on the damage and damage caused to the Boat.

The Owner is solely responsible for his or her steps with his or her insurer, in particular in order to make a claim declaration, SamBoat's commitments being limited to recovering the Security Deposit.

CHAPTER X - Responsibilities

Article 22 - Responsibilities

22.1 - Liability of SamBoat

The Platform communicates information from Users whose accuracy, authenticity or completeness SamBoat cannot verify. It is therefore the responsibility of Users to exercise caution when contracting with another User.

SamBoat acts as an intermediation platform allowing the connection between Renters and Owners. SamBoat is not a party to the Rental Agreement concluded between the Users and does not intervene in the material performance of the rental, which is the exclusive responsibility of the Owner.

Consequently, SamBoat cannot be held liable for disputes relating to the Rental Agreement, in particular damages suffered or caused by the Renter, the Owner, passengers or any third party, unless fault proven directly attributable to SamBoat or when liability cannot be legally excluded.

From the moment the Boat is handed over until it is returned, the Renter is solely responsible for all material or immaterial damage caused directly or indirectly to himself, the Boat or third parties, as well as for any deterioration, loss or partial or total destruction of the Boat, whatever the cause.

SamBoat does not provide boats, skippers or navigation services. SamBoat does not carry out any systematic technical control on the Boats and cannot be held responsible for the quality, compliance, safety or availability of the Boat offered by the Owner.

SamBoat is only bound by an obligation of means concerning access, use and continuity of the platform. SamBoat cannot be held responsible for:

- a temporary or permanent interruption of the service;
- a technical malfunction;
- unavailability of the platform;
- fraudulent or abusive use of the services;

- voluntary or involuntary disclosure of access credentials by the User;
- a breach of computer security or Users' data, unless SamBoat has proven to comply with its legal obligations.

SamBoat cannot be held liable for the violation of these T&Cs by a User, nor for any direct or indirect damage resulting from the use of the platform, unless proven fault directly attributable to SamBoat.

SamBoat does not guarantee the conformity of the information published by the Users, nor the availability of the Boats, nor the effective completion of the rentals.

SamBoat cannot be held responsible for cancellations made at the initiative of the Owner, the Renter or the Partner Fleet, nor for the resulting financial consequences.

In the context of refunds, SamBoat reserves the right to make any total or partial refund in the form of a Credit Note (Coupon), in accordance with these T&Cs. Users acknowledge that, in the cases provided for in these T&Cs, financial compensation may be made in the form of a Credit Note, unless otherwise required by mandatory legal provisions.

SamBoat also reserves the right to propose any amicable solution in the context of the handling of a dispute, in particular:

- partial refund;
- Postponement of the rental ;
- modification of the reservation;
- Issuance of a Credit Note;
- any other amicable solution based on the circumstances of the dispute and the available elements.

These solutions are offered on a commercial basis and do not constitute an acknowledgement of SamBoat's liability.

In accordance with the legislation in force, SamBoat cannot be held liable for the content or information stored at the request of the Users, except in the event that SamBoat has been duly informed of manifestly illegal content and has not acted promptly to remove it.

SamBoat cannot be held liable in the event of damage resulting from:

- a Force Majeure Event;
- an unforeseeable event;
- by a third party;
- by the Renter or the Owner;
- or any circumstance beyond SamBoat's control.

In any event, SamBoat cannot be held liable for indirect damages, such as loss of opportunity, loss of income, operating loss or commercial loss, unless the law provides otherwise.

The limitations of liability provided for in this article do not apply in cases where SamBoat's liability cannot be legally excluded, in particular in the event of gross negligence, wilful misconduct or breach of a mandatory legal obligation.

22.2 - Liability of Members

The User is solely responsible for the advertisements he publishes and for any damage caused as a result of these advertisements. It undertakes to comply with the conditions of Chapter I. Users are solely responsible for the "evaluations" and "comments" they post and must comply with the rules of these T&Cs as well as the laws and regulations in force. Users acknowledge and accept that the elements they provide, as well as their behaviour or comments on the SamBoat website, are likely to be reported by other Users and to be checked a posteriori by SamBoat, on the basis of objective assessment criteria, without prejudice to the application of the "Exclusion of members" article herein.

The User undertakes to use the online service and the information to which he/she has access only under the conditions defined by SamBoat and for a purpose that complies with public order, morality and the rights of third parties.

The User guarantees and undertakes to indemnify SamBoat, its directors, employees and other agents against any recourse and any condemnation originating from a breach of the obligations incumbent on them under the law or these T&Cs. The User undertakes to notify SamBoat of any change relating to the data provided and acknowledges that failing this, he will remain solely responsible for the consequences of any kind whatsoever that may result from the failure to update. The User undertakes not to collect, use or carry out any processing of the personal data of other Users and members.

CHAPTER XI - Intellectual Property

Article 23 - Intellectual property

23.1 - SamBoat Elements

With the exception of the elements mentioned in Article 23.2, the Website, the trademarks, drawings, models, images, texts, photos, logos, graphic charters, software and programs, search engines, databases, sounds, videos, domain names, design or any other information or support presented by SamBoat, without this list being exhaustive, are the exclusive property of SamBoat and are protected by their copyrights, trademarks, patents and any other intellectual or industrial property rights recognized to them under the laws in force.

Any reproduction and/or representation, in whole or in part, of any of these rights, without the express authorisation of SamBoat, is prohibited and constitutes an infringement punishable by the laws in force. Consequently, the User shall refrain from any act or act likely to directly or indirectly infringe the intellectual property rights of SamBoat or a member. The User may not use, print or reformat the contents of the Site for any purpose other than private or family purposes. It undertakes not to download, reproduce, transmit, sell or distribute all the elements making up the content of the Site.

Users also acknowledge that the information and databases accessible on the Site are the exclusive property of SamBoat.

These T&Cs do not in any way imply any authorisation for the benefit of the User on the intellectual property rights or on the elements belonging to SamBoat.

23.2 - Third Party Element

Elements belonging to third parties and appearing in particular in Advertisements and Rental Offers, such as trademarks, drawings, models, images, texts, photos, logos, without this list being exhaustive, are the exclusive property of their author and are protected as such by copyright, trademark law or any other right recognized by the legislation in force.

The User shall refrain from infringing, directly or indirectly, the property rights of third parties, whose content is present on the Site and shall refrain from exploiting, in any way whatsoever, the names, trademarks, logos, software, information,

databases and all documents communicated to him/her, in general, in the event of the execution of these General Terms and Conditions of Use. The User undertakes to respect all the rights of third parties, whose content is present on the Site.

CHAPTER XII - Miscellaneous Stipulations

Article 24 - Miscellaneous provisions

24.1 - Entirety of the T&Cs

The T&Cs constitute the entire terms and conditions of use of the Site. Any other document relating to the use of the Site or SamBoat services not published by SamBoat is not enforceable against SamBoat.

24.2 - Modification of the T&Cs

SamBoat reserves the right to revise and/or modify the T&Cs. Information will be published on the Website to this effect.

24.3 - Nullity of a stipulation

If any of the provisions of these T&Cs is declared null or void, in the light of a rule of law in force or a court decision that has become final, it is in no way likely to lead to the nullity of the entire T&Cs, or alter the validity of any other stipulation.

24.4 - Applicable Law and Language

These T&Cs are governed by and subject to French law.

The T&Cs are written in French. Any translation of the T&Cs may only be of an informative nature.

SamBoat and the Users agree that the Users may bring proceedings before the courts of the defendant's domicile or registered office, or the courts of the place of rental, or the courts of the plaintiff's registered office or domicile on the date of the occurrence of the harmful event.

24.5 - Compliance with Applicable Laws

Users undertake to comply with all applicable laws, regulations and rules, including, but not limited to, those relating to the fight against corruption and those concerning the prohibition of trafficking of all kinds (drugs, weapons, prostitution, etc.), as well as environmental regulations.

24.6 - Economic Sanctions – Embargo

Users represent and warrant that they will comply with all restrictions and/or prohibitions applicable to business transactions under the law, regulation, rule, or other decisions issued by any governmental entity, including, but not limited to, the United States, the European Union, the United Nations, and the United Kingdom.

Users further represent and warrant that they are not identified, listed, owned or controlled by any entity listed by the United States, the European Union, the United Nations or the United Kingdom as a "Blocked Person", "Denied Person", "Specially Designated National" and are not subject to any business dealings under any laws, regulations, rules or other decisions issued by the United States, the European Union, the United Nations or the United Kingdom. Any User shall immediately notify SamBoat if he is added to a sanctions list.

Users shall not enter into, directly or indirectly, any agreement or transaction with any "Blocked Person", "Refused Person" or "Specially Designated National" in connection in any way, directly or indirectly, with the goods or services provided under these T&Cs.

24.7 - Mediation

In accordance with the provisions of Article R616-1 of the Consumer Code, Users have the possibility of using a Consumer Mediator free of charge.

The Mediator to whom the Site belongs is Médiation Tourisme et Voyage, which can be contacted directly by electronic means in accordance with the procedures for referral to the Mediator: <https://www.mtv.travel/demande-saisine/>