

SMART MOOV BIARRITZ CHAUFFEUR

GENERAL TERMS AND CONDITIONS OF SALE

ARTICLE 1

Any reservation made with Smart Moov Biarritz Chauffeur sarl entails the unreserved acceptance of these general conditions of sale.

These general conditions of sale are concluded between the company Smart Moov Biarritz Chauffeur, registered with the RCS of Bayonne under number 881752067 ("Smart Moov") and any person, acting professionally or not, (hereinafter the "Customer") wishing to book a transport car service with driver or VTC (hereinafter the "Service")) on his own behalf or that of natural persons who have duly authorised him for this purpose (the "Passenger(s)").

The fact of booking a Service with Smart Moov implies the full and unreserved acceptance of the Customer and Passengers to Smart Moov's general conditions of sale (hereinafter the "Conditions of Sale" or "GTC"). Any contrary condition opposed by the Customer or Passenger, in particular any contrary clause resulting from its own general conditions, is unenforceable against Smart Moov, unless express, written and prior acceptance of the latter.

Smart Moov reserves the right to modify the GTC at any time. The Conditions of Sale applicable to the reservation of a Service are those in force on the date of the firm reservation of the Service (hereinafter "the Booking"), materialized by the receipt by Smart Moov of the written confirmation of the reservation.

Smart Moov guarantees the proper organization and smooth running of the missions entrusted to it as a passenger transport company.

ARTICLE 2 – RESERVATIONS

Any service must be the subject of a reservation confirmed in writing.

Reservations can be made on our page dedicated to this www.smart-moov.com, by phone at +33 (0)6.87.06.15.02 or directly by email at contact@smart-moov.com.

An email confirming our availability will then be sent by our services.

Any reservation of service must be made no later than 24 hours before the start of the said service.

It must be carried out by the client or by a duly authorized agent.

Any reservation must mention the following elements: name and contact details of the customer (address, email, telephone), address of the place of pick-up and address of the place of arrival for transfers, the desired duration for the availability, date and time of the start of the service, number of passengers and the approximate number, weight and overall volume of luggage.

A booking confirmation, by email or SMS, is sent to the customer who accepts these terms and conditions.

QUOTATION

Upon receipt of the booking request, Smart Moov establishes a quote based on the information provided by the Customer or Passenger.

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Any change in the information transmitted may modify the initial price of the Service (change of vehicle model, capacity, mileage, exceeding duration, etc.). In addition, any service not provided for in the quote is billable in addition to it.

BOOKING CONFIRMATION

In case of acceptance of the quote, the Customer must confirm his reservation in writing to Smart Moov by means approved by it ("the Booking Confirmation").

The receipt by Smart Moov of the Confirmation of the reservation entails formation of the contract of carriage between Chabé and the Customer.

ARTICLE 3 – SERVICE

The service is only valid once.

Service types :

1/ Transfer : Reservation of a chauffeured vehicle to provide a one-way or round trip between a departure point and a destination which are predefined when ordering. The distance and duration of the service determines the final price paid by the customer according to our other conditions of sale.

2/ Provision or Hourly Service: Reservation of a chauffeured vehicle for a specific period from a departure point predefined when ordering. The duration determines the final price of the service according to our other conditions of sale. Pricing is determined at a fixed rate per hour of service. Each hour of service includes a maximum number of kilometers traveled. The maximum distance traveled per hour of Provision is: 25 kilometers per hour.

The service begins at the place of Pick-up of the customer, on the day and time fixed in the contract previously established between the parties at the time of booking.

It ends on the day and time of drop-off of the customer at his destination fixed in the contract previously established between the parties at the time of booking or on the date and time of end of service fixed in the contract previously established between the parties at the time of booking.

In the case of a delay of the customer, the driver will wait 10 minutes at the place of pick-up. After this period Smart Moov Biarritz Chauffeur sarl will consider the service canceled. This will be invoiced to the customer and will not give rise to any refund.

If it turns out that the customer is not present at the meeting place, the service will be definitively lost, due by the latter and would not give any right to refund.

If the customer does not find the driver, he must immediately call Smart Moov Biarritz Chauffeur sarl to avoid being charged the full amount of the service.

Respect and proper use of the equipment is required. Any deterioration of the equipment and any damage caused inside the vehicle will be borne by the customer and will be invoiced.

It is strictly forbidden to smoke inside the vehicle.

Seat belts must be worn at both the front and rear of the vehicle.

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Animals are not allowed in vehicles, except in a cage or bag provided for this purpose.

Smart Moov Biarritz Chauffeur sarl is in no way responsible for objects forgotten in vehicles or elsewhere during the service.

Under no circumstances may the customer require the driver to exceed the authorized speed limit or commit any traffic violations.

More generally, the driver reserves the right to refuse any instructions and / or requests from the customer that he considers likely to compromise the safety of the occupants of the vehicle and other road users.

Our drivers are true professionals, their responsibility being engaged, they are instructed to respect and enforce the laws in force.

Smart Moov Biarritz Chauffeur sarl reserves the right to interrupt any service immediately, in the event that the customer behaves in a way that jeopardizes the safety of the driver, the rented vehicle or other road users. The service will then be invoiced in full to the customer.

Customers who are too drunk or insulting to the driver will not be able to sit on board the vehicles. The service will then be invoiced in full to the customer.

The volume of luggage carried is proportional to the capacity of the vehicle. They remain throughout the service under the responsibility of the persons transported.

Any modification of the journey by the customer or by his client, may generate supplements that will be invoiced.

The service provided by the company Smart Moov Biarritz Chauffeur sarl as regulated by Articles L.231-1 to L.231-4 and R.231-1 to R.231-9 of the Tourism Code, consists of a provision for the benefit of the customer of a vehicle, inseparably accompanied by the services of a driver.

The following are included in the service:

- The vehicle made available to the customer;
- The provision of a driver speaking at least French;
- Professional insurance for passengers transported for consideration, kilometres travelled, vehicle maintenance, fuel and the duration determined when booking the service
- The transport of the customer's luggage, within the limits of the possibilities of the vehicle.
- The cost of tolls
- The cost of car parks and more generally of all parking places;

The following are not included in the Service:

- Entrance fees to sites (museums, theatres, castles, stadiums or others);
- Entrance fees to public places

Smart Moov may choose to subcontract, transfer or assign all or part of the Service to a third party of its choice, without prior notice to the Customer.

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The photographs and images available on the Smart Moov website, its brochures and any presentation documentation are not contractual. Smart Moov will not be responsible if the car and / or driver do not match the photographs or images.

ARTICLE 4 – PRICES

The rates established by our simulator are given as an indication and can be modified according to the desired dates or times. To confirm this rate, it is recommended to send a reservation request. Smart Moov Biarritz Chauffeur sarl will confirm all the details of this request and in particular the price of the service.

Our rates include VAT, and are expressed in Euros (€).

The applicable VAT rate for transfers is 10%.

The VAT rate applicable for hourly provisioning is 20%.

The transfer rate applies to direct travel, without stopping, without stage, from the place of pick-up to the place of arrival previously established in the contract. Any additional waiting time for the driver exceeding the 10 minutes of free waiting from the pick-up time defined at the time of booking, will be charged to the customer at the hourly rate of 80 € TTC per hour, any hour started being due.

Any additional kilometer to the package established by the contract will be charged 2 € TTC / km.

Any additional hour at the flat rate established by the contract will be charged 80 € TTC / hour.

Rates are applicable for operations not exceeding 2 vehicles of the same category.

Beyond that, Smart Moov Biarritz Chauffeur sarl reserves the right to increase its rates according to the number of vehicles desired.

Prices are per vehicle, regardless of the number of people transported (up to 3 for sedans and up to 7 for minivans).

For the provision, any time started is due.

Any additional kilometer to the package established by the contract will be charged 2 € TTC / km.

Any additional hour to the package established by the contract will be charged 80 € / hour.

For trips scheduled over several days, the following flat rates will be charged to the customer:

Meals = 25€ TTC

Hotel night + breakfast = 120€ TTC

Our rates include:

- VAT
- The vehicle made available to the customer;
- The provision of a driver speaking at least French;
- Professional insurance for passengers transported for consideration, kilometres

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travelled, vehicle maintenance, fuel and the duration determined when booking the service

- The transport of the customer's luggage, within the limits of the possibilities of the vehicle.
- The provision on board of service vehicles (WIFI, cold drinks, refreshing wipes, daily newspapers, phone chargers, touch pad)
- The cost of tolls.
- The cost of car parks and more generally of all parking places;

Our rates do not include:

- The costs of meals and accommodation of the driver for a trip over several days.
- Entrance fees to sites (museums, theatres, castles, stadiums or others);
- Entrance fees to public places;

ARTICLE 5 – REGULATIONS

Our services are payable in cash or credit card, in euros, on board the vehicle, when the customer is taken over, except for our "Key Account" customers and Partners for whom periodic invoicing is established.

We accept payments by bank transfer, cash and credit card (Visa, Mastercard, American Express ...).

For our "Key Account" customers and our partners, the services are payable by bank

transfer upon receipt of invoice unless otherwise agreed by a special contractual agreement.

At any time, Smart Moov Biarritz Chauffeur sarl reserves the right to request a deposit from the booker to confirm his reservation.

At any time, from the reservation until the end of the service booked with Smart Moov Biarritz Chauffeur sarl, Smart Moov Biarritz Chauffeur sarl has the possibility to ask the customer for the payment of a non-refundable deposit within the limit of 100% of the rate including VAT of the reserved service; In addition, if the customer refuses to pay the said amount, Smart Moov Biarritz Chauffeur sarl reserves the right to cancel at any time the current reservation and to charge the customer the cancellation fees as indicated in these terms and conditions.

No discount is granted for a payment on a date prior to the benefit.

In any case, the customer signing the reservation is solely responsible for the payment of the service in case of default of the user.

Any additional service, any excess of kilometer or duration, will be invoiced in accordance with the price indicated in these general conditions.

Any time of availability started for an hourly service is due in full.

For wedding packages or excursions, the reservation becomes firm only after payment of a minimum non-refundable deposit of 100% of the amount including VAT of the service.

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ARTICLE 6 – CANCELLATION CONDITIONS

Any reservation confirmed to the customer by Smart Moov Biarritz Chauffeur is considered non-cancellable, non-refundable and non-modifiable.

In the particular case where Smart Moov Biarritz Chauffeur agrees to refund the customer his prepaid reservation following a cancellation or modification request, non-compressible costs of 25 € TTC related to management fees and payment fees will be deducted from the amount refunded to the customer.

For our "Key Account" customers and our contractual partners, the general conditions of sale and cancellation are as follows unless otherwise agreed to a special contractual agreement.

In the so-called "Summer" period from May 1st to September 30th, any reservation confirmed to the customer by Smart Moov Biarritz Chauffeur is considered non-cancellable, non-refundable and non-modifiable.

Outside the "Summer" period and For reservations whose price including VAT fixed at the reservation is less than or equal to 100 € TTC: In case of cancellation or modification of reservation less than 48 hours before the start of the service entails cancellation fees that will be considered due and invoiced. These cancellation fees are equal to 100% of the rate including VAT of the service booked minus

Outside the "Summer" period and For reservations whose price including VAT fixed at

the reservation is greater than 100 € TTC: In case of cancellation or modification of reservation less than 7 working days before the start of the service entails cancellation fees that will be considered due and invoiced. These cancellation fees are equal to 50% of the rate including VAT of the booked service.

Outside the "Summer" period and For reservations whose price including VAT fixed at the reservation is greater than 100 € TTC: In case of cancellation or modification of reservation less than 48 hours before the start of the service entails cancellation fees that will be considered due and invoiced. These cancellation fees are equal to 100% of the rate including VAT of the booked service.

Outside the "Summer" period and For reservations whose price including VAT set at the time of booking is greater than 1000 € TTC: the reservation becomes firm only after payment of a non-refundable deposit of 100% of the amount of the service. Any cancellation or modification of a reservation less than 15 working days before the start of the service entails cancellation fees that will be considered due and invoiced. These cancellation or modification fees are equal to 100% of the rate including VAT of the reserved service.

Beyond a waiting time of the driver of 10 minutes after the time agreed at the time agreed at the time of booking, at the place of pick-up, the service will be considered canceled for no-show of the customer and will be considered due and invoiced to the customer.

In case of absence of the customer, the service will be considered due and invoiced.

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ARTICLE 7 – LIMITATION OF LIABILITY

Smart Moov Biarritz Chauffeur sarl can in no way be held responsible for delays on rail and air traffic.

Smart Moov Biarritz Chauffeur sarl can in no way be held responsible for delays due to road traffic beyond its control: blocked road, bridge closed to traffic, traffic jams, flooded road, demonstration, weather conditions, interventions of police forces, firefighters or customs, etc ... (non-exhaustive list).

Smart Moov Biarritz Chauffeur sarl can in no way be held responsible for delays directly resulting from an initial delay of the customer, or the need to make a trip, at the request of the customer, in a manifestly too short time.

In case of immobilization of the vehicle due to a mechanical failure, an accident or damage (theft, damage), Smart Moov Biarritz Chauffeur sarl will endeavor to ensure the continuity of the route, either with one of these vehicles, or with a vehicle chartered to another company and undertakes to notify the instructing party. Smart Moov Biarritz Chauffeur sarl can in no way be held responsible for delays due to mechanical failure, accident or damage occurring during the booked service.

ARTICLE 8 – INSURANCE

The liability of Smart Moov Biarritz Chauffeur sarl is limited to the clauses of our insurance contract.

Our vehicles are insured for the transport of people and our passengers for all bodily injury with our insurer. This insurance also covers professional civil liability, in accordance with the French regulations in force, pursuant to Article L. 3120-4 of the Transport Code.

The instructing party will have every right to take out additional insurance at his expense covering cancellation costs, repatriation costs or luggage transported.

ARTICLE 9 – PERSONAL DATA

Smart Moov Biarritz Chauffeur sarl is committed to respecting the privacy of its customers.

Smart Moov Biarritz Chauffeur sarl undertakes to respect the confidentiality of personal data collected on its website in accordance with the French law Informatique et Liberté n ° 78-17 of January 6, 1978. As such, Smart Moov Biarritz Chauffeur sarl undertakes not to disclose to third parties the information communicated by the customer on its website and to use it only for the processing of his reservation.

The customer may exercise a right of access to his file and a right to rectify or delete information concerning him by sending his request to the Customer Service of Smart Moov Biarritz Chauffeur sarl.

ARTICLE 10 – DISPUTES

Any complaint must be notified in writing and by registered letter to the attention of Customer

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Service, within a maximum period of 8 days. After this period, no claim can be successful.

Subject to legal provisions, any dispute is, by express agreement, the exclusive jurisdiction of the Commercial Court of