

CGV

Nature of the GTC

The general conditions of sale apply to the website www.adaycharter.com

This website commercializes services of nautical tourist activities for groups or individual customers.

Scope of application: the following GTC apply to any use of the site and to the marketing of the services offered on this site.

Conditions of use of the site: the customer must be at least 18 years old, legally capable of contracting and using this site in accordance with these general conditions. The customer is financially responsible for the use of the site both on his/her behalf and on behalf of a third party, including minors.

The user is advised to read the T&Cs carefully, which are indicated by hyperlink at the bottom of each page of the site, and is advised to download and/or print them and keep a copy.

Provider's contact details

SAS YACHT AND CAR RENTAL brand name Luxury Yacht Brokerage, registered in NICE under the number SIREN 809 852 577 RCS NICE – France.

Head office address: 4 Promenade Maréchal Leclerc, 06500 Menton - France

Telephone number: + 33 06 60 44 45 30

Email address: info@adaycharter.com

Intracommunity VAT FR00 838441806 00018

Territory concerned by the services

France , Europe

GENERAL CONDITIONS OF SALE BY ACTIVITY

1.YACHT CHARTER

Services offered :

Private boat tours, and transfers with professional crew.

Terms of payment

Payment is made by credit card or bank transfer as soon as the order is placed and is debited immediately.

In case of creation of an account, the customer can send a request to unsubscribe to the email address: info@adaycharter.com

Orders

The order of these services does not require the establishment of a quote.

An order is a reservation made and validated by the user by mail, physically or by any messaging application (Whatsapp , Viber , Telegram...).

Placing an order:

The customer chooses a boat and sign charter agreement, he can modify it before validating charter agreement and accepting the present general conditions of sale.

Prices are quoted per Boat model an itinerary including fuel expenses.

The prices are indicated in euros.

The prices of the services are understood to be inclusive of all taxes, fees and service costs. The costs and service charges are the costs of the services ordered by the customer.

Services, meals, water activities and tips are not included unless mentioned in the description.

Prices include boat rental with crew.

Discounts cannot be combined with any other form of discount.

If the client requests to extend his tour by additional hours, or modifies his tour, he will pay the supplement directly on the spot during the service.

After signing charter agreement, the order will be considered final and will require payment from the client according to the terms and conditions.

The payment is made directly at the time of the order, by communicating the customer's credit card number through a secure payment system. (Stripe <https://stripe.com/en-fr>).

Luxury Yacht Brokerage will send the confirmation and the main elements of the customer's order by e-mail or Whatsapp as soon as possible. All information contained will constitute the agreement between the customer and Luxury Yacht Brokerage.

The customer is obliged to check the information in the order. In case of errors, he can notify them through the contact form. These cannot be challenged within 24 hours of the service.

If the customer does not receive a confirmation , he/she should contact Luxury yacht Brokerage using the contact section.

Any request for information, clarification and follow-up of orders must be sent by mail to the customer service of Luxury Yacht Brokerage, by the electronic form or by phone whose coordinates appear in the contact section.

Services

Private boat tours, and transfers with professional crew.

Pick up and drop off at the client's place of residence.

Luxury Yacht Brokerage can give a different address for the departure and return point.

The maximum waiting time of the driver in case of delay of the customer is 15 minutes beyond the appointment time. After this time either the delay will be deducted from the boat tour or the tour will be cancelled and not refunded.

Departure and return times may vary due to sea conditions conditions or other unforeseen circumstances.

Luxury Yacht Brokerage cannot be held responsible for delays due to heavy traffic at the port entrance, bad weather, customer delays or other unforeseen circumstances.

All personal items left in the boats are entirely the responsibility of the clients, Luxury Yacht Brokerage cannot be held responsible for any loss or theft.

Insurance :

Luxury yacht Brokerage activity is covered by professional transport liability insurance.

Luxury Yacht Brokerage recommends that the customer takes out an insurance policy covering the consequences of certain cancellations and an assistance policy covering repatriation, accommodation and catering costs in the event of certain specific risks.

CF Charter Agreement conditions.

ARTICLE 6 : Insurance **6.1** The yacht is to be insured by the Owner. The insurance covers damage and loss of the yacht, and its equipment, in case of accident, and damages, and damages from theft, and total theft of the yacht, and also third party cover. (Civil responsibility) **6.2** The Insurance premium is included in the price of the charter. **6.3** The Insurance premium does not cover damage caused by the Charterer either on purpose or by negligence. **6.4** The Charterer shall carry independent insurance for Personal Effects whilst on board or ashore and for any Medical or Accident expenses incurred other than as covered under the Vessel's insurance.

Cancellation of the order and right of withdrawal

The client is informed that, in application of article L. 121-20-4 of the Consumer Code, all the services offered on the site by Luxury Yacht Brokerage are not subject to the application of the right of withdrawal provided for in articles L. 121-20 and following of the Consumer Code in relation to distance selling. Consequently, the services ordered are exclusively subject to the cancellation and modification conditions provided for in the Charter Agreement.

CF Charter Agreement conditions

ARTICLE 5 : Cancellation **5.1** The date and period of the contract cannot be modified, unless with the approval of the Owner, and by arrangement with the Stakeholder. **5.2** In case of cancellation by the Charterer, the payment remains the property of the Owner. The Charterer has the right to present another client himself as a replacement to the Owner. In case of a cancellation made 3 weeks prior to the departure date, the total amount will be due to the Owner. This clause is also applicable to any substitute Charterer. **5.3** The total amount of the charter fee is guaranteed to the Owner, should the Charterer use the boat or not. **5.4** In the event the Owner fails to put his yacht at the disposal of the Charterer, due to a breakdown or disablement, or by reason of force majeure, as far as possible according to the availabilities, in the contrary case, it will be proceeded to a full refund of the Charterer.

ARTICLE 9 : Cancellation due to bad weather 9.1 For Day charter In the case of cancellation for very bad weather conditions, the Charterer will be able to have a replacement under the same conditions at an equivalent period. If the charter cannot be replaced, the Broker will reimburse the amount of the charter minus 30 % of the amount. **9.2** For a week charter in case of bad weather the charter cannot be refund, cancel or replaced. In case of a cancellation for bad weather made 3 weeks prior to the departure date, the total amount will be due to the Owner. This clause is also applicable to any substitute Charterer.

Methods of complaint

By mail only in the contact section of adaycharter.com.

Luxury Yacht Brokerage will verify the truth of the facts and will get back to the customer within one week.

Complaints will only be accepted if Luxury Yacht Brokerage has been informed of the difficulties during the execution of the service. In this case, we will try to remedy the situation in order to limit the damage.

Terms of reimbursement

The maximum period for reimbursement is 2 weeks.

Any service provided cannot be used to claim a full refund.

Liability and guarantees

Luxury Yacht Brokerage does not guarantee that the site will be free of anomalies, errors or bugs, nor that these can be corrected, nor that the site will function without interruption or breakdowns, nor that it is compatible with a particular hardware or configuration other than those expressly mentioned by Luxury Yacht Brokerage.

Luxury yacht Brokerage is in no way responsible for malfunctions attributable to third party software.

In no case, Luxury Yacht Brokerage is responsible for any type of foreseeable or unforeseeable damage, material or immaterial (including loss of profits or opportunity...) resulting from the total or partial impossibility to use the site. Finally, Luxury Yacht Brokerage, not being able to control all the sites to which they refer via hyperlinks, which exist only to facilitate the User's research, is in no way responsible for their content.

The customer acknowledges having checked that the computer configuration he/she is using does not contain any virus and that it is in perfect working order.

Processing of personal data

Personal data are only used for the sale and the realization of the services of Luxury Yacht Brokerage or by a third party partner involved in the realization of the service.

The personal data of the customers are collected for the opening of the account and the sale of the services.

The following information is requested: name, first name, e-mail address, telephone number, postal code, country of residence, name of the hotel or place of residence.

Effective date of the general terms and conditions of sale

01/01/2022 – 01/01/2023

General conditions

Chapter 1 - On the protection of privacy and personal data

Luxury Yacht Brokerage collects personal data on Internet users connecting to the Luxury Yacht Brokerage site, as well as on people wishing to subscribe to its services:

To establish global statistics on the number of visitors to the various sections of its website by Internet users

By means of "forms", to get to know Internet users better, to answer their questions, and to direct certain information or announcements from Luxury Yacht Brokerage or its partners designated by it to their electronic mailbox.

Through "forms" to send requests for information to third party partners selected by Livenup

Aware that the collection and processing of personal data on the Internet must respect the fundamental rights of individuals, Livenup undertakes that any processing of personal data on the Luxury Yacht Brokerage site complies with Law No. 78-17 of January 6, 1978 relating to data processing, files and freedoms.

Luxury Yacht Brokerage undertakes in particular to inform the persons on whom data is collected of their rights, and to guarantee them a right of access and rectification on the personal data concerning them, according to the following principles:

1.1 - Existence and modalities of the right of access and rectification

Each person using the Luxury Yacht Brokerage site has a right of access (article 34 to 38 of the law of 1978) and a right of rectification (article 36 of the law of 1978) to personal data concerning him. Individuals may request that any information concerning them which is inaccurate, incomplete, out of date or whose collection, use, communication or conservation is prohibited, be rectified, completed, clarified, updated or deleted. These people can exercise this right at any time by contacting Luxury Yacht Brokerage at the

following address info@adaycharter.com.
Regarding the data collected as part of the subscription to the Services offered on the Luxury Yacht Brokerage site, and in particular the e-mail service, subscribers to these Services can exercise their rights directly on the Luxury Yacht Brokerage site.

1.2 Recipients of the information collected

Any Internet user may request when collecting their personal information or subsequently that said personal information is not communicated to third parties.

1.3 Security of personal data processing

Luxury Yacht Brokerage undertakes to make its best efforts to protect personal data, in particular to prevent them from being distorted, damaged or communicated to unauthorized third parties in accordance with article 29 of the law of January 6, 1978. .

1.4 "Cookies"

One or more "cookies" will be placed on the hard drive of computers accessing the Luxury Yacht Brokerage site. A "cookie" is a small file sent by a server consulted by a user and saved on his hard

drive. The cookies sent from the Luxury Yacht Brokerage site record information relating to navigation on the Luxury Yacht Brokerage site carried out from the computer on which the "cookie" is stored (the pages consulted, the date and time of the consultation, etc. .) and make it possible to identify the successive visits of visitors. With this in mind, Luxury Yacht Brokerage undertakes to guarantee the right of Internet users to oppose "cookies". People connected to the Luxury Yacht Brokerage site can in fact oppose the recording of "cookies" by modifying the browser software options on their computer (refer to the Help section of the Internet browser used). However, Luxury Yacht Brokerage draws the attention of Internet users that, in such a case, access to certain Services on the Luxury Yacht Brokerage site may turn out to be altered, or even impossible.

Chapter 2 - On the protection of minors and the monitoring of content

Luxury Yacht Brokerage recognizes the need to fight against the dissemination of illegal content (offensive, defamatory, racist, xenophobic, revisionist, pedophile, etc.), and to ensure the protection of the child, and is committed in consequence: - to help the competent authorities in the fight against illegal content, - to allow restriction of access to certain services.

Chapter 3 - Respect for intellectual property rights

The possibilities offered by the Internet for exchanging data must not develop in violation of intellectual property rights. Luxury Yacht Brokerage implements the legal and technical measures best able to protect these rights. Luxury Yacht Brokerage therefore undertakes:

To inform Internet users of their obligations regarding the use and distribution of legally protected content,

To promote the development of techniques for the protection of works and the fight against piracy,

To help the competent authorities in the fight against counterfeiting.

Chapter 4 - On the security of exchanges

Internet users must be able to benefit from secure exchanges. Luxury Yacht Brokerage undertakes to take all technical and legal measures to prevent the security of exchanges, in particular the misappropriation of data, and to comply with the applicable regulations.

Title 2 - Warning for Internet users

However, Luxury Yacht Brokerage Internet users are not exempt from their obligations and liability in connection with use of the Internet network and consultation of the Luxury Yacht Brokerage site. The purpose of this text is to inform the Internet user on these points.

Chapter 1 - General Warning 1.1 Internet Network Security

Internet users using the Luxury Yacht Brokerage site are expressly informed of the risks associated with the technical specificities of the Internet network. Luxury Yacht Brokerage cannot therefore guarantee that the information exchanged via the Services distributed by Luxury Yacht Brokerage will not be intercepted by third parties, and that the confidentiality of the exchanges will be guaranteed.

1.2 Responsibility of the Internet user

Luxury Yacht Brokerage is required to distribute on the Luxury Yacht Brokerage site certain information, data, photographs, maps, works, software, and services developed by third parties.

Luxury Yacht Brokerage does not participate in any way in their development and cannot guarantee the appropriate, reliable, relevant, exact or exhaustive nature of the information, data and services disseminated via the Luxury Yacht Brokerage site, nor the absence of an infringing nature of the software and works developed by third parties. .

Consequently, it is up to the Internet user to use the information appearing on the Luxury Yacht Brokerage site with caution and to carry out any checks on their own responsibility.

1.3 Warning regarding links to third-party sites

The Luxury Yacht Brokerage site contains hypertext links to websites managed by third parties. Luxury Yacht Brokerage cannot exercise any permanent control over these sites or assume any responsibility for their content. The insertion of these links does not mean that Luxury Yacht Brokerage approves the elements contained on these sites. Livenup cannot be held responsible for the content of these sites, and the fact that these sites are referenced on the Luxury Yacht Brokerage site does not in any way engage the responsibility of Luxury Yacht Brokerage. Luxury Yacht Brokerage therefore gives no guarantee concerning:

The veracity, timeliness, quality, completeness and completeness of the content of the indexed websites

The relevance and completeness of indexed websites Difficulties in accessing and operating these websites

Consequently, Luxury Yacht Brokerage cannot be held responsible in the context of a dispute between a commercial site indexed on the Luxury Yacht Brokerage site and an Internet user. The operators of the merchant sites referenced by " Luxury Yacht Brokerage " are solely responsible for compliance with all the regulations applicable to the products or services offered to Internet users, and in particular the laws and regulations relating to:

Distance selling,

Consumer protection,

False or misleading advertising,

The prices,

The conformity of products and services,

Regulations specific to the products and services considered.

1.4 Warning concerning minors

Each Internet user recognizes that the Internet allows connection to sites whose content is highly detrimental to minors (information of a violent nature, pornographic, etc.) and undertakes to monitor and restrict their Internet access to minors.

Chapter 2 - Netiquette

The Internet user is fully informed of the existence of the rules and practices in force on the Internet, known under the name of "Netiquette" as well as of the various codes of ethics available on the Internet.

Chapter 3 - Protection of persons and property

The Internet user recognizes that Luxury Yacht Brokerage wishes to promote a practice of the Internet network which is fair and in accordance with good morals. Consequently, the Internet user undertakes not to use the Livenup site for illicit purposes and in particular not to disseminate any message or information whatever its form or nature:

contrary to public order or good morals,

contrary to respect for private life,

abusive, defamatory, racist, xenophobic, revisionist or damaging to the honor or reputation of others,

inciting discrimination, hatred,

threatening a person or a group of people,
pornographic or pedophile,
inciting to commit a crime, an offense or an act of terrorism or defending war crimes or crimes against humanity,
inciting suicide,
violating the legislation on the secrecy of correspondence, or, in general, contrary to a regulation or a law in force.

The Internet user also undertakes:

not to use the services offered by Luxury Yacht Brokerage or the personal data to which he could access for commercial purposes and, in general, to offer products and services remunerating him directly or indirectly,

not to restrict by any means whatsoever the use of the Luxury Yacht Brokerage site, not to falsify any mention or element of this site,

not to enter a computer system, not to alter its content, or to commit any of the offenses punishable by articles 323-1 to 323-7 of the Penal Code ("hacking"),

not to send large numbers of unsolicited messages to the mailboxes of other Internet users ("spamming").

Chapter 4 - Intellectual property

4.1 Protection of Livenup's rights

Certain elements (in particular editorial, graphics and illustrations) appearing on the Luxury Yacht Brokerage site are protected by intellectual property law. Any publication, reproduction or redistribution, both in France and abroad, of all or part of the Luxury Yacht Brokerage theme is prohibited without the express consent of the Luxury Yacht Brokerage company.

4.2 Protection of data disseminated by Internet users

The Internet user undertakes to obtain the prior authorizations of the holders of rights under the legal conditions, before any reproduction, representation, communication to the public on the Luxury Yacht Brokerage site, of all the data protected by an intellectual property right (such as rights of trademarks, copyright, neighboring rights, including the rights of performers, producers of phonograms and videograms, and the rights of database producers). Each Internet user guarantees

Luxury Yacht Brokerage that he is authorized to broadcast on the network, through the Luxury Yacht Brokerage site, any content likely to be protected by intellectual property rights, personality rights or image rights.

Chapter 5 - Username - Password

Each Internet user who creates an account in his personal space is characterized by a username and a password. The password allowing the Internet user to identify himself and connect to the services is personal and confidential. The Internet user is solely responsible for the use of his password. The Internet user undertakes to keep his password secret and not to disclose it in any form whatsoever.

Chapter 6 - Availability of services

Luxury Yacht Brokerage strives, as far as possible, to keep the Services accessible 7 days a week and 24 hours a day, but may interrupt access, in particular for reasons of maintenance and upgrading, or for any other reasons. , especially technical. Luxury Yacht Brokerage is in no way responsible for these interruptions and the consequences which may result from them for the Internet user or any third party. Luxury Yacht Brokerage does not provide any personal assistance or "hot line". It is reminded that Livenup may at any time put an end to its Services or modify their

characteristics, in particular for technical reasons, without notice.

Chapter 7 - Access restriction

Luxury Yacht Brokerage reserves the right to refuse any Internet user access to all or part of the Luxury Yacht Brokerage site, unilaterally and without prior notification, in particular in the event of a clear violation of the terms of this document.

Chapter 8 - Changes to these terms and conditions

Luxury Yacht Brokerage reserves the right to modify the terms, conditions and warning notices in this document. This document is subject to French law.