

RENTALAKE GENERAL TERMS AND CONDITIONS OF SALE AND USE

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ARTICLE 1. INTRODUCTION

These General Terms and Conditions are applicable between, on the one hand, RENTALAKE, a simplified joint stock company with a share capital of €20,000, whose registered office is located at 25 Boulevard des Dames 13002 MARSEILLE, registered with the Marseille Trade and Companies Register under number 984 019 281, contact@rentalake.fr (hereinafter referred to as 'RENTALAKE'), and, on the other hand, any natural or legal person, under private or public law, registered on the Website (hereinafter referred to as 'the User'), hereinafter referred to collectively as 'the Parties'.

These General Terms and Conditions apply without restriction or reservation, on the one hand, to the use of the Website and, on the other hand, to the service contract concluded between the Parties, regardless of any clauses that may appear in the Users' documents, and in particular any general terms and conditions of purchase.

In accordance with the regulations in force, these general terms and conditions ('General Terms and Conditions') are systematically communicated to all Customers to enable them to enter into a contract with RENTALAKE. Any contract between the Parties implies the User's acceptance of these General Terms and Conditions.

RENTALAKE also reserves the unilateral right to amend these Terms and Conditions. Users are therefore informed that these Terms and Conditions are subject to change, with RENTALAKE having the option to notify them by any written means.

ARTICLE 2. DEFINITIONS

Capitalised terms used in this document refer to the following definitions:

Host: individual or professional who makes ponds and water points available to Tenants on the Platform.

Tenant: individual or professional wishing to use ponds for fishing/camping/travelling.

Platform or Site: SaaS software solution developed by Rentalake, accessible to Users at www.rentalake.fr.

Services: services offered by RENTALAKE via the Platform, namely:

- the publication of pond rental advertisements by the Host;
- searching for and booking fishing or camping locations by the Tenant.

Users: Hosts and Tenants using the Platform's Services.

Individual: any natural person acting for purposes that do not fall within the scope of their commercial, industrial, craft, liberal or agricultural activity, or any professional who uses the Platform without any direct connection to their professional activity.

Professional: any natural or legal person, public or private, acting for purposes relating to their commercial, industrial, craft, liberal or agricultural activity, including when acting in the name or on behalf of another professional.

ARTICLE 3. SCOPE OF APPLICATION

The Platform is accessible at the following address: www.rentalake.fr

Access to the Platform is only possible via the Internet. The User is solely responsible for their connection to the Internet and all associated costs.

Users are advised of the technical risks inherent in the Internet and the interruptions in access that may result.

Consequently, RENTALAKE cannot be held liable for any interruption of access as specified below.

Rentalake undertakes to use all means at its disposal to ensure the permanence and continuity of the Platform.

Where possible, RENTALAKE undertakes to inform the User in advance of maintenance operations (upgrades and corrections) and any updates to the Services and the Platform, such as antivirus updates, operating system corrections, emergency interventions in the event of a cyberattack, or updates to the Services' features.

In the event of a failure to provide prior information on the part of Rentalake, it shall not be held liable, even in the event of an interruption in the availability of the Platform and Services. Such temporary interruptions shall in no case entitle the User to compensation. Rentalake undertakes to make every effort to carry out maintenance operations outside of normal hours of use. RENTALAKE ensures that its services are regularly updated to provide an optimal user experience, including technical or security updates necessary for the proper functioning of the platform

ARTICLE 4. PURPOSE

The contract concluded between the Parties defines the conditions under which RENTALAKE provides the User with a connection service consisting of connecting owners of lakes, ponds, lodgings and other similar properties with potential renters, based on the rental needs expressed by the User, without RENTALAKE becoming a party to any contractual or rental relationships that may arise therefrom.

Any connection service provided by RENTALAKE to the User is governed by the Contract, which constitutes the entire agreement between the Parties and may only be amended by a written agreement signed by both parties, as well as by these General Terms and Conditions (GTC).

ARTICLE 5. OBLIGATIONS OF RENTALAKE

5.1. Selection of Hosts

RENTALAKE undertakes to search for and select Hosts who are likely to meet the quality and safety criteria required to accommodate Tenants and their needs and expectations. The platform is dedicated to matchmaking, ensuring that the properties offered are suitable, well maintained and comply with safety standards.

Hosts must comply with a set of quality criteria defined by RENTALAKE, particularly with regard to the property's environment (ponds, water points, facilities, etc.), access conditions and Tenant safety. RENTALAKE may, at its discretion, remove or suspend a property that does not meet these standards.

5.2. Provision of the platform

RENTALAKE manages the online platform that connects Hosts and Tenants. This includes creating a space for Hosts to publish advertisements, as well as providing Tenants with access to a search and booking system.

The platform offers the following features:

(i) User profiles and connections

- Creation of Host profiles allowing a detailed description of the pond, lake or accommodation offered for rent;
- Creation of tenant and host profiles, facilitating the management of personal information;
- Provision of an internal messaging system enabling secure exchanges between tenants and hosts.

(ii) Advertisements and rental conditions

- Publication of advertisements including a title, description, location, photographs and a list of available facilities;
- Definition by the Host of the rental conditions (price, duration, number of people, permitted activities, rules, availability);
- Option for the Host to update and modify their listing at any time.

(iii) Advanced search and filters

- Search engine by location, with interactive map display;
- Advanced filters (surface area, type of fish, private access, permitted activities such as fishing, swimming, events, etc.);
- Ranking of results by price, popularity, novelty or reviews.

(iv) Online booking and payment

- Availability calendar that can be synchronised with other platforms;
- Reservations subject to acceptance or refusal by the Host;
- Secure online payment (credit card or bank transfer).

(v) Personal space management and notifications

- Access to a personal space for managing bookings, listings and favourites;
- Real-time notifications (confirmation, booking reminders, new messages).

(vi) Specific features for Hosts

- Access to detailed statistics (number of views, bookings, income);
- Provision of marketing tools (advertisement promotion, promotions, discount codes);
- Flexible pricing management (seasonality, weekends, etc.);
- Automated billing and payments;
- Access to RENTALAKE customer support, Monday to Friday from 9 a.m. to 5 p.m.

(vii) Specific features for tenants

- Access to a catalogue of ponds, lakes and riverbanks available for hire;
- Quick and easy booking with secure online payment;
- Consultation and publication of reviews and ratings concerning rented properties and hosts;
- Booking guarantee (including refund in case of cancellation by the Host);
- Purchase of gift cards and use of promotional codes;
- Access to RENTALAKE advice and customer support.

5.3. Services associated with the booking

RENTALAKE also provides Tenants with a simple and secure booking service, making it easier to plan their stays. This includes managing payments via a third-party payment provider, processing booking requests and sending confirmations by email.

RENTALAKE offers a cancellation management service in the event of changes to the schedule by Tenants or Hosts. Specific cancellation conditions, refunds and associated fees are defined at the time of booking. RENTALAKE ensures that this information is transparent and easily accessible to all parties.

In the event of non-compliance with the cancellation conditions or recurring problems with last-minute cancellations by a Host, RENTALAKE reserves the right to intervene by applying penalties, such as fines or temporary suspension of access to the platform.

Furthermore, if a Host refuses confirmed bookings without legitimate reason, RENTALAKE may delete their account and listing from the platform for a period of two weeks or, in certain cases, take any other measures necessary to ensure the proper management and reliability of the platform.

ARTICLE 6. RELATIONS BETWEEN THE PARTIES AND INDEPENDENCE

It is expressly agreed between the Parties that the User shall refrain from making any commitments on behalf of or in the name of RENTALAKE to any third party without the prior written consent of the company. Any action or signing of a commitment by the User, within the framework of the services offered by RENTALAKE, must be subject to the prior and express approval of RENTALAKE, in writing.

The Parties acknowledge and agree that their relationship is that of independent and autonomous Parties. Consequently, no clause may be interpreted as conferring on either Party the power to direct, supervise or influence the activities and/or personnel of the other Party.

Each Party remains fully responsible for its own services, acts, products and services. This includes, without limitation, the management of its contractual obligations, the quality of the services provided and compliance with applicable laws and regulations. Similarly, each Party retains full authority, control and supervision over its own personnel, who remain under its sole responsibility.

Furthermore, Users acknowledge and accept that RENTALAKE, as a simple networking platform, assumes no responsibility for the actions, behaviour or omissions of landlords, hosts or any other third parties using the platform. RENTALAKE cannot be held liable for commitments, rental conditions or incidents resulting from the direct relationship between Users and hosts or other service providers. Users must directly assess the reliability and quality of the goods or services provided by hosts, and assume full responsibility in the event of any dispute, damage or injury occurring during the rental or services.

Finally, the parties acknowledge that, due to their respective independence, RENTALAKE does not verify the insurance coverage of Hosts to cover any liability related to the rental of spaces, in accordance with the regulations in force.

ARTICLE 7. OBLIGATIONS OF THE HOST

7.1. Rental and advertisement of the Rental

Hosts who wish to offer accommodation on the RENTALAKE platform must publish an Advertisement. RENTALAKE can help Hosts create their accounts and advertisements free of charge.

This advertisement must include the essential characteristics of the rental, such as location, facilities, prices, and specific rental conditions. These conditions constitute the seasonal rental contract between the Host and the Traveller. In the absence of specific conditions, the supplementary provisions of the Civil Code relating to seasonal rentals shall apply.

The publication of the Advertisement is free of charge and open to any Host or Lessor who has the required rights to the accommodation. Each Host or Lessor may only publish one Advertisement for the same property. The Advertisement must be written in a clear and understandable manner and comply with the legislation in force, without any discriminatory criteria towards Tenants.

The Host may upload photographs of the accommodation. These images must comply with the format and size specified on the platform. The Host may modify the information in their Advertisement at any time via their personal space. All published data is the sole responsibility of the Host, who declares that they have all the necessary authorisations to publish it.

RENTALAKE does not guarantee the accuracy of the information contained in the Advertisements. It is the responsibility of each Tenant to verify the information before making any booking. Furthermore, RENTALAKE does not

guarantee that the accommodation will actually be reserved or rented to a Tenant.

7.2. Host Commitments

When registering, the Host must specify their status: amateur or professional. A professional Host is one whose activity is related to the commercial provision of accommodation (e.g. sole trader, company, etc.). Professional Hosts must provide additional information, such as their company name, commercial register number and intra-community VAT number.

The Host undertakes to ensure that the accommodation offered for rent complies with the Listing, is authentic and of excellent quality. They undertake not to publish a listing for a property that is no longer available, and to delete or modify any incorrect or obsolete listings. The Host must carry out regular checks to ensure the accuracy of the information.

The Host or Lessor undertakes to ensure that all bookings are made via the RENTALAKE platform. Any attempt to contact a Tenant outside the platform with a view to concluding a rental agreement directly constitutes a breach of the Terms and Conditions and may result in the removal of the advertisement or exclusion from the platform.

The Host must respond promptly to Tenant requests. RENTALAKE provides a customer service team to assist Hosts and Tenants. The service is available Monday to Friday, from 9am to 5pm. Hosts must respond to messages via the platform's internal messaging system, and it is strictly forbidden to share personal contact details before a booking has been confirmed.

The Host undertakes to comply with the terms and conditions of withdrawal with regard to consumer Tenants, in accordance with Articles L.221-18 et seq. of the Consumer Code. Any cancellation or modification of a booking must comply with the cancellation and withdrawal policies clearly defined in the advertisement.

Finally, once the booking has been accepted, Hosts must provide Guests with the exact location of the property.

7.3. Additional obligations for Hosts

The Host must provide accurate bank details in order to receive payments. In the event of an error in the bank details, RENTALAKE will not make a new transfer until the details have been corrected. If a payment is made to the wrong bank account due to an error on the part of the Host, RENTALAKE will not be responsible for the refund.

7.4. Security deposit and dispute management

The Host may request a security deposit to cover any damage or deterioration caused during the stay. The amount of the security deposit, as well as the method of payment (cash or cheque), are displayed directly on the listing. The platform assumes no responsibility for the management or refund of these funds.

7.5. Protection against risks

In order to protect the Host from risks, particularly poaching, RENTALAKE reserves the right to publish a false address for certain listings. No claims may be made by the Traveller regarding any difference between the address provided and the actual location of the accommodation.

7.6. VAT and tax obligations

Professional Hosts are required to ensure that their tax status is in order with regard to VAT.

and their tax liability. It is the Host's responsibility to comply with all tax obligations and to check with the relevant authorities their rights to deduct VAT, where applicable. RENTALAKE assumes no responsibility for the management, calculation or processing of VAT relating to the Host's activity. Consequently, any questions or disputes relating to VAT must be settled directly by the Host with the relevant tax authorities. RENTALAKE declines all responsibility in the event of non-compliance with tax obligations by the Host, including with regard to VAT returns and payments.

ARTICLE 8. CANCELLATION TERMS AND CONDITIONS

8.1 Cancellation by the Traveller (Tenant)

The Tenant may cancel their booking directly on the Host's listing, which will specify the terms and conditions for refunds or retention of sums paid.

Cancellation before the date of stay: If the cancellation occurs before the scheduled date of stay and complies with the deadline indicated in the Host's listing, a full refund will be made, after deduction of RENTALAKE's service fees, which remain non-refundable.

Cancellation after the deadline specified in the Host's listing: No refund will be made if the cancellation occurs after the deadline specified in the Host's listing. However, the Tenant may request a change in the booking dates, subject to the Host's agreement and availability.

8.2 Cancellation by the Host

The Host may cancel a booking in accordance with the terms and conditions set out in their listing. In the event of cancellation by the Host, the Traveller will be fully refunded, including RENTALAKE's service fees. RENTALAKE undertakes to assist the Traveller in finding new accommodation or a replacement location. However, RENTALAKE cannot be held liable if no suitable alternative is found.

8.3 No-show by the Traveller

The Tenant shall be considered a no-show if they do not arrive at the location on the agreed date, without prior cancellation or justification. In this case, no refund shall be made to the Tenant, the Owner shall receive the full amount of the service and RENTALAKE shall receive the initially agreed commissions.

ARTICLE 9. REFUND TERMS

In the event of cancellation before the date indicated in the advertisement, the Tenant will be refunded in full, subject to the deduction of non-refundable service charges, as indicated in Article 7.1.

In the event of cancellation after the date indicated in the advertisement, no refund will be made. However, the Tenant may request a postponement of the booking subject to the Host's agreement and the availability of the pond or accommodation.

ARTICLE 10. COMPLAINT PROCEDURES

If the Tenant's stay was unsatisfactory due to a clear breach of the advertisement's compliance (e.g. dirty accommodation, non-compliant or missing equipment, poor general condition, etc.), the Tenant may submit a complaint.

The complaint procedure to follow is as follows:

1. Inform immediately: The Tenant must inform RENTALAKE customer service within 24 hours of arrival in the event of a problem. Late complaints may compromise the opening of a case. Complaints made at the end of the stay will be considered with caution and may be suspected of being abusive.
2. Document the situation: The Tenant must take clear photos of any non-compliant items (e.g. dirt, damage, missing equipment, etc.) and, if necessary, make short videos to illustrate the condition of the accommodation. All written communication with the Host (text messages, emails, messages on the platform) must also be kept.
3. Submitting the file: The Tenant must send all necessary items (photos, videos, written correspondence) to the following address: support@rentalake.fr

Upon receipt of the complaint and supporting documents, RENTALAKE will take the following measures:

1. Review of the file: RENTALAKE will review the items provided by the Tenant and may, if necessary, request additional information or clarification from the Host or Tenant. The aim is to objectively assess whether the accommodation or services provided meet the advertised criteria.
2. Decision on refund or compensation: If RENTALAKE finds that the advertisement does not comply with the criteria and that the Tenant has been substantially harmed, RENTALAKE may offer a partial or total refund of the amount paid, or compensation in the form of a discount on a future booking, depending on the circumstances. The amount of compensation will be determined based on the severity of the problem and its impact on the quality of the Tenant's stay.
3. Mediation or amicable solution: If the parties are unable to reach an amicable agreement, RENTALAKE may propose mediation or, where applicable, refer the Tenant to an approved independent mediator. However, RENTALAKE cannot be held liable for disputes that cannot be resolved amicably between the parties, unless a solution is provided by its services.
4. No liability on the part of RENTALAKE: If, after analysing the evidence, RENTALAKE considers that the advertisement was accurate and that the conditions of the stay were adequate, no compensation will be granted to the Tenant. In this case, the complaint will be rejected and no compensation will be paid.
5. Notification of the decision: RENTALAKE will inform the Tenant by email of the decision taken regarding the complaint, as well as the terms of reimbursement or compensation, if applicable.

If the Tenant is unable to provide adequate evidence of the alleged breaches (e.g. photos, videos, written exchanges), RENTALAKE may reject the claim.

In the event of minor breaches that did not significantly affect the quality of the stay (e.g. a small piece of equipment missing or a minor problem), RENTALAKE may offer partial compensation in the form of a promotional code to be used for a new booking, but this will not result in a full refund.

If the complaint is made outside the 24-hour period or if the procedure is not followed, RENTALAKE reserves the right not to process the complaint.

ARTICLE 11. PRICE - PAYMENT

11.1. Price

The rental price is that set by the Host and mentioned in the booking request made by the Tenant. This price includes:

1. The rental rate as established by the Host, on which a commission of ten (10)% will be charged by RENTALAKE,
2. A commission of twenty (20)% charged by RENTALAKE on the rental price, payable by the Tenant and added to the total amount of the booking.

The rental price may be revised or adjusted under the following conditions:

- In the event of a change in rental prices by the Host, RENTALAKE will update the amount of the booking.
- Any change to the booking, in particular an extension of the rental period, will result in a price adjustment, according to the conditions agreed with the Host.

11.2. Billing and payment terms

10.2.1. Payment of the rental

The Tenant may make a booking request directly to the Host via the RENTALAKE platform by selecting the desired dates. This booking request implies:

- Unconditional acceptance of the general terms and conditions of sale and/or the Host's charter.
- Full payment of the rental, including the rental price set by the Host, RENTALAKE's commission and service charges, all paid online via RENTALAKE's Stripe payment system. Stripe's terms of use are available [here](#).

Payment is made exclusively by credit card (CB/Visa) in the name of the Tenant.

Once payment has been made, the Tenant will receive a booking confirmation by email and will find the booking details in their user account.

10.2.2. Payment deadlines

Payments to Hosts are made every Tuesday by RENTALAKE's accounting department, after the end of the Tenant's stay, once the booking has been completed and no major complaints have been made.

Payment receipt times vary between 1 and 3 working days depending on bank processing times. For example, if a customer's stay ends on a Sunday, payment will be processed on the following Tuesday, except in exceptional circumstances or cases of force majeure.

No payment will be made before the end of the stay. In the event of a dispute opened by the User, payment may be suspended until the dispute is resolved as provided above. Payment invoices can be viewed by the Host in the "Booking Tracking" > "Invoices" section.

10.2.3. Bank details and invoicing

If an Owner provides incorrect bank details (bank account number), RENTALAKE will suspend all transfers until the information provided has been corrected. In the event of payment being made to the wrong person, RENTALAKE cannot be held responsible for refunds.

RENTALAKE will issue an electronic invoice to the Traveller for each payment made via the platform. The Traveller agrees to download this invoice via their account, in the "Booking" section.

10.2.3. Taxes

The rental price mentioned on the RENTALAKE platform includes all taxes, i.e. all duties, taxes and charges legally applicable on the date of invoicing. The applicable VAT rate will be that in force at the time of invoicing.

Furthermore, the Host acknowledges that they are solely responsible for collecting, declaring and paying any tourist tax that may be applicable to their accommodation, in accordance with the legal and regulatory provisions in force and the decisions of the competent local authority.

As the Platform does not currently provide for the automated collection of tourist tax, it is the Host's responsibility to complete the necessary formalities directly with the tax authorities or the competent local authority.

However, the Platform reserves the right to implement a system for collecting and paying tourist tax on behalf of Hosts at a later date. In this case, Hosts will be informed by any means and must comply with the new terms and conditions.*10.2.4. RENTALAKE commission*

RENTALAKE charges a commission of twenty (20)% on the rental price, which is payable by the Tenant and added to the total amount of the booking.

RENTALAKE also charges a commission of ten (10)% which is deducted from the rental price owed to the Host.

10.3. Penalties for non-payment

In the event of non-payment by the Tenant, RENTALAKE reserves the right to cancel or refuse any new reservations. In the event of non-payment by the due date, late payment penalties will be applied

at a rate of three times the legal interest rate per day of delay, starting from the day after the due date. These penalties shall be payable without the need to send a prior formal notice.

In the event of late payment, a fixed compensation fee of forty euros (€40) will also be payable for recovery costs. This compensation is payable for each invoice paid late and will not apply if the Tenant is subject to collective proceedings or can prove force majeure. If the collection costs actually incurred by RENTALAKE exceed this fixed compensation, particularly in the event of recourse to an external collection agency, additional compensation may be invoiced to the Tenant. Late payment penalties shall not be subject to VAT.

ARTICLE 12. GIFT CARDS

RENTALAKE allows Users to purchase one or more gift cards on the platform. The purchase of a gift card entails the conclusion of a sales contract between the User and RENTALAKE. Gift cards are valid for twelve (12) months from their date of purchase, with an option to extend them for an additional six (6) months for a payment of £20. Gift cards can be used on all listings offered on RENTALAKE. The deduction is made automatically at the time of booking, provided that the User has entered the gift card in their profile.

The User is free to choose the amount of the gift card they wish to purchase. The User can also personalise their gift card by choosing from the designs offered by RENTALAKE and adding a personalised message.

If the User is satisfied with the chosen gift card, they can confirm their purchase by clicking on the button provided for this purpose. They will then be redirected to a form where they can either enter their login details if they already have them, or register on the Website by completing the registration form provided for this purpose.

Once logged in or after completing their registration, the User can check or modify their billing details and proceed to payment for the order. The User will be redirected to the secure payment interface, where they must confirm the order with the obligation to pay by selecting a payment method.

As soon as RENTALAKE has received payment, the User will receive an electronic confirmation of the order within a maximum of twenty-four (24) hours. A summary of the order, containing all the relevant information, will also be sent to the User.

RENTALAKE will send an electronic invoice to the User after each payment has been made. The User expressly agrees to receive their invoices electronically.

RENTALAKE undertakes to deliver the gift card to the User, by email, to the address provided by the User, within twenty-four (24) hours of the order being placed. The User undertakes to provide a valid email address. Failing this, RENTALAKE cannot be held liable in the event of a delay or inability to deliver the gift card.

ARTICLE 13. USER DECLARATIONS AND OBLIGATIONS

13.1. Information for the Host

The User confirms that they have received all necessary explanations and information from RENTALAKE.

to enable them to make full use of the Services offered by the Platform. The User acknowledges that the Services offered by RENTALAKE meet their expectations and that they have agreed to these Terms and Conditions in full knowledge of the facts, having been provided with all the information necessary to give their free and informed consent.

The User undertakes to inform RENTALAKE of any situation or circumstance that may affect the performance of the services as soon as they become aware of it.

The User is solely responsible for all steps relating to the authorisations and declarations necessary for the use of the Services. The User guarantees that they have all the necessary rights and authorisations to access and use the Services legally. Where applicable, the User undertakes to have taken all necessary steps in advance, such as requests for authorisations or administrative declarations.

In the event of a breach of these obligations, the validity of these Terms and Conditions shall not be called into question. In this respect, the User indemnifies RENTALAKE against any action or recourse aimed at making it bear the consequences of the absence of the required declarations or authorisations. The User undertakes to reimburse RENTALAKE in full for all costs, including legal costs, incurred as a result of the failure to take these steps.

The User undertakes to respond as soon as possible to any request from RENTALAKE in connection with the performance of the Services. They acknowledge that their involvement and cooperation are essential to the proper performance of the services offered by the platform.

The User undertakes to use the RENTALAKE platform in accordance with the purpose defined in these General Terms and Conditions and to comply with RENTALAKE's recommendations where applicable.

As such, Users are prohibited from submitting any content in Advertisements or Contributions that could undermine public order, morality, or offend the sensibilities of minors. This includes content that violates the rights to reputation, privacy, image or property of a third party, as well as defamatory, disparaging or damaging comments about the image of a person or entity. It is also prohibited to publish content of a pornographic or paedophilic nature, or content that incites hatred, violence, suicide, racism, anti-Semitism, xenophobia, homophobia, or that condones war crimes or crimes against humanity. Similarly, any incitement to discrimination, infringement of intellectual property rights or promotion of fraudulent practices is strictly prohibited.

The User also undertakes not to disrupt or interfere with the proper functioning of the Website and RENTALAKE's servers. Any non-compliant behaviour may result in the immediate deletion of the User's account, without prejudice to any legal action that RENTALAKE may take to obtain compensation for the damage caused.

The User indemnifies RENTALAKE against any damage resulting from the use of the platform, including legal and procedural costs, and undertakes to defend RENTALAKE in any legal proceedings brought against it in connection with the use of the Site.

13.2. Prohibited Commercial Prospecting

The User acknowledges that the use of RENTALAKE for commercial prospecting purposes is strictly prohibited. In the event of a violation of this rule, RENTALAKE reserves the right to immediately suspend the User's access to the platform. RENTALAKE also reserves the right to claim damages in the event of any harm caused.

ARTICLE 14. OBLIGATIONS AND COMMITMENTS OF END CUSTOMER USERS

Before accepting a booking, it is strictly prohibited to share personal contact details (telephone number, email address, etc.) via the internal messaging system or in the advertisement. Any attempt to circumvent the platform will be punished by a

warning. In the event of a repeat offence, access to the platform may be suspended or the user permanently excluded.

After the booking has been accepted, it is forbidden to visit the premises before the scheduled date of the stay. If a prior visit results in cancellation, RENTALAKE will collect its commission and will not issue any refund, even if the withdrawal period is still valid.

Communication between the Lessor and the Customer must take place exclusively via RENTALAKE's internal messaging system. Any attempt to circumvent the platform, including sharing personal details prior to booking, may result in penalties, including suspension or exclusion from the account.

RENTALAKE customer service is available for any queries or assistance from Monday to Friday, 9am to 5pm. Users can contact customer service by telephone, email or via online chat on the platform. RENTALAKE undertakes to respond to all queries within three working days.

The Host may request a security deposit to cover any damage caused by the Traveller. The terms of this deposit must be agreed directly between the Lessor and the Traveller, without going through RENTALAKE.

RENTALAKE may issue promotional codes that Users may use according to the conditions specified for each code.

ARTICLE 15. WITHDRAWAL

15.1. Rental Agreement between the Host and the Traveller

The rental agreement for accommodation is concluded directly between the Host and the Tenant. The right of withdrawal relating to this rental agreement must, where applicable, be exercised directly with the Host acting in a professional capacity, through RENTALAKE's customer service department, which can be contacted at the following address: contact@rentalake.fr

15.2. Sales Contract Concluded between RENTALAKE and the User

When purchasing a gift card offered by RENTALAKE via the platform, the User enters into a distance selling contract with RENTALAKE. In accordance with current legislation on distance selling, the User has a period of fourteen (14) clear days from the date of order confirmation to exercise their right of withdrawal without having to justify their reasons and without incurring any costs, except for return costs where applicable.

The decision to withdraw must be notified to RENTALAKE via a clear statement, in accordance with the terms and conditions set out in the withdrawal form attached to these General Terms and Conditions.

When the User exercises their right of withdrawal applicable only to gift cards, RENTALAKE undertakes to refund all sums paid by the User within fourteen (14) days of the date of receipt of the withdrawal request. The refund will be made using the same means of payment used for the initial transaction, namely STRIPE.

The model withdrawal form is attached to these General Terms and Conditions. The User may use it to notify their intention to exercise their right of withdrawal by filling in the necessary fields and at sending to RENTALAKE via email : contact@rentalake.fr

ARTICLE 16. RENTALAKE'S LIABILITY AND LIMITATION

16.1. RENTALAKE's responsibility in connecting users

RENTALAKE provides a platform for connecting Users (Tenants and Hosts). Although RENTALAKE ensures the accuracy of the information provided on the platform (location, price, description of ponds, equipment, etc.), it cannot guarantee the accuracy, completeness or constant updating of this information. RENTALAKE cannot be held liable for any errors, omissions or inconsistencies in the information provided by Hosts concerning the properties, fishing conditions, presence of fish or any other specific details.

16.2. Liability limited to the platform

RENTALAKE does not intervene in any way in the management of rentals or activities offered by Hosts. The contractual relationship between Users (Tenants and Hosts) is directly governed by the terms and conditions defined in the advertisement and the booking. Once the booking has been confirmed, RENTALAKE assumes no responsibility for the performance or non-performance of contracts between the parties. In the event of a dispute or complaint between Users, RENTALAKE may intervene as an intermediary to facilitate the resolution of the dispute, but shall not assume responsibility for it.

16.3. Liability in the event of a dispute

RENTALAKE cannot be held liable for any conflicts, disputes, damage or incidents occurring during the rental, in connection with the Tenants' stay or activities. In the event of a complaint concerning cleanliness, equipment, safety or any other situation relating to the management of the Hosts, RENTALAKE can only intervene in a neutral and facilitating manner, relaying requests to the parties concerned.

16.4. Obligation of means

RENTALAKE undertakes to provide its services within the framework of an obligation of means, aimed at connecting Users and managing bookings. However, RENTALAKE does not guarantee the success of each booking, nor the satisfaction of Users with regard to the conditions of their stay, the quality of the properties or the associated services. RENTALAKE cannot be held responsible for cancellations, communication errors or other problems between Hosts and Tenants, particularly outside the platform.

16.5. Limitation of liability

In the event of RENTALAKE's liability in connection with its matchmaking services, the total amount of damages that RENTALAKE may be ordered to pay shall be strictly limited to the total amount paid by the User for the booking in question during the contract year in which the incident occurred. RENTALAKE shall not be held liable for any indirect damages, loss of profit or other financial consequences, whether direct or indirect, resulting from disputes or incidents between Users.

16.6. No guarantee of satisfaction of the parties

RENTALAKE makes every effort to guarantee the quality of its matchmaking services and to keep listings up to date. However, RENTALAKE does not guarantee the satisfaction of the parties, whether in terms of rental conditions, the quality of the properties made available, or the availability of services. In the event of dissatisfaction, each party is invited to resolve the dispute directly with the other party (Host or Tenant) according to the terms of their contract.

16.7. No guarantee on the availability of properties

RENTALAKE cannot be held responsible for changes in the availability of the properties or services offered after the booking has been made. In the event of cancellation of the booking by the Host, RENTALAKE undertakes to refund the User in full, except in cases of force majeure.

16.8. Exclusion of liability for violations of the terms of use

Any breach of these terms and conditions of use, whether by Tenants or Hosts, may result in the suspension or exclusion of their account on the platform, without RENTALAKE being held liable.

ARTICLE 17. INSURANCE

Hosts using the RENTALAKE platform to offer their ponds for rent undertake to be covered by appropriate professional liability insurance, covering in particular the risks associated with making their ponds available, welcoming Tenants and any damage that may occur on the rental site.

However, the parties acknowledge that, due to their respective independence, RENTALAKE does not verify the insurance coverage of Hosts to cover any liability related to the rental of spaces, in accordance with the regulations in force.

Consequently, RENTALAKE cannot under any circumstances be held liable for a property owner's lack of insurance coverage. In the event of an incident occurring on the rented pond, the Owner undertakes to cover all necessary repairs and compensation, and to inform RENTALAKE as soon as possible.

ARTICLE 18. PERSONAL DATA

In accordance with Article 24 of the GDPR (General Data Protection Regulation) which came into force on 25 May 2018, the data controller undertakes to implement appropriate technical and organisational measures to guarantee the security of personal data and the rights of individuals whose data has been collected (the right to information, the right of access, the right to rectification and the right to erasure, the right to restriction of processing, the right to portability, etc.).

The data controller may use personal data for commercial prospecting purposes by post, telephone or electronic means, subject to the consent of the persons concerned, and may store such data for a period of three years from the end of the commercial relationship or the last contact with the persons concerned by the use and processing of their personal data. Similarly, it may be used for the purposes of optimising, personalising and targeting commercial offers in order to improve the commercial relationship, and may be stored for this purpose for a period of one year. All of this data may be stored beyond the specified periods, in accordance with the applicable legal limitation periods. Any person concerned may give instructions regarding the storage, erasure and communication of their data after their death.

The data controller or its subcontractor responsible for archiving must provide sufficient guarantees regarding the security and confidentiality of the data entrusted to it. Any data subject has the right to access, rectify, erase, object to and restrict the processing of their data. They may request the portability of the data they have provided and which is necessary for the present purposes or for the processing to which they have consented. They may withdraw their consent at any time where it has been given in advance. They may exercise these rights by specifying their surname, first name and postal address and enclosing a copy of both sides of their identity document, by writing to the data controller.

Any person concerned by the processing of their personal data may contact the data protection officer by sending a letter to the company's head office or an email to the following address: contact@rentalake.fr

In the event of difficulties relating to the management of their personal data, they have the right to lodge a complaint with the French Data Protection Authority (CNIL).

ARTICLE 19. INTELLECTUAL PROPERTY

19.1. Protection of Platform Content

The images created by RENTALAKE as part of the creation of the Advertisements are the exclusive property of the platform. The Host undertakes not to use these images on other platforms or for their own account without the prior authorisation of RENTALAKE.

All elements present on the RENTALAKE platform, including but not limited to images, photographs, videos, graphic charter, logos, trademarks, models, domain names, texts, typographies, sound elements and other content, are protected by copyright, database rights and other applicable intellectual property rights. Any reproduction, representation, adaptation, modification, transformation, publication, translation or exploitation, in any form and in any manner whatsoever, in whole or in part, of the contents of the platform, without the prior and express authorisation of RENTALAKE or its beneficiaries, constitutes a violation of the provisions of the Intellectual Property Code (Books I and III) and may result in legal proceedings for infringement.

Users of the RENTALAKE platform contractually undertake to respect the intellectual property rights relating to the content of the Site. They shall refrain from any use, reproduction, adaptation, translation or transformation of this content for purposes other than those expressly authorised for the simple consultation and navigation of the Site.

19.2. Ownership of Elements Published on the Platform

All elements published on the RENTALAKE platform, including images, atmospheric photographs, videos, graphic charter, sound elements, logos, trademarks, models, domain names, texts, typographies, and other graphic elements (excluding photographs provided by Hosts), are the exclusive property of RENTALAKE and are protected by the provisions of the Intellectual Property Code.

No transfer of intellectual property rights is made through these terms and conditions. Consequently, any reproduction, modification, adaptation, or exploitation in any form and on any medium of trademarks, illustrations, images, logos, and other elements protected by intellectual property rights, without the prior and express consent of RENTALAKE, is strictly prohibited.

19.3. Intellectual Property of Private Property and Premises

When photographs, videos or other content are associated with private property or locations, particularly those belonging to Hosts, these items are also protected by intellectual property law. Users must comply with the Hosts' terms and conditions of sale (T&Cs), which may include specific restrictions on the use, reproduction or distribution of any content relating to such property and locations.

Hosts retain all rights of use and intellectual property rights relating to the photographs or videos they provide for their listing. Consequently, RENTALAKE does not grant Users any rights to use this content beyond the simple consultation necessary for browsing the platform. Any other use of content belonging to Hosts, such as reproduction, modification, or distribution, requires the prior written consent of the Hosts.

19.4. Non-compliance with Intellectual Property Rights

In the event of a violation of intellectual property rights related to elements of the platform or content provided by Hosts, RENTALAKE reserves the right to suspend access to the platform for

any infringing User and to take appropriate legal action, including the removal of the disputed content and the claim for damages to compensate for any harm suffered.

ARTICLE 20. NON-COMPETITION AND NON-SOLICITATION

Hosts and Landlords shall refrain from creating, operating or participating, directly or indirectly, in any activity similar or competitive to that of RENTALAKE, understood as a platform for connecting for the rental of ponds and the organisation of activities of fishing.

This prohibition applies throughout the duration of the contractual relationship with RENTALAKE and for a period of three (3) years from the end of registration on the platform. It covers, in particular, the creation of or participation in a competing pond rental platform, the organisation of fishing activities or any equivalent offer, in any form whatsoever, free of charge or for a fee.

In the event of a breach of this non-competition obligation, the User undertakes to pay RENTALAKE a lump sum compensation of twenty thousand euros (€20,000) as a penalty clause, without prejudice to any additional compensation for damage suffered by RENTALAKE.

ARTICLE 21. REFERENCE

RENTALAKE may use the User's name as a commercial reference, in particular on any medium and without any compensation being claimed, unless the User submits a written request to the contrary that is legitimately justified.

ARTICLE 22. NEWSLETTER

The User is informed that they will receive the Service Provider's newsletter and commercial offers.

The User may opt out of receiving these offers at any time by following the unsubscribe procedure provided at the end of each mailing.

ARTICLE 23. RATINGS AND REVIEWS

At the end of each service, or at any time, the User may evaluate RENTALAKE on the quality of its services by giving it ratings and writing a comment. The User may also report any problems with the service (abuse, absence, poor quality, etc.), which will generate an email sent to the Service Provider, who undertakes to deal with the complaint as soon as possible. These ratings and comments may be published on the Website.

RENTALAKE reserves the right to modify or delete any customer review that does not reflect reality, for example if a review mentions incorrect information (such as the absence of fish when the User was unable to catch any). Reviews are moderated to ensure their relevance and accuracy.

The ratings and comments published on the platform reflect the personal and subjective opinion of the User and are their responsibility. Any claims or complaints arising from a Customer's rating or comment may be addressed directly to the Customer.

RENTALAKE also reserves the right to respond to any comment published, either privately or publicly, in order to clarify or resolve any misunderstanding or problem reported.

ARTICLE 24. FORCE MAJEURE

The Parties shall not be held liable if the non-performance or delay in the performance of any of their obligations, as described herein, results from a case of force majeure, within the meaning of Article 1218 of the Civil Code.

The party observing the event must immediately inform the other party of its inability to perform its service and justify this to the other party. The suspension of obligations shall in no case be a cause of liability for non-performance of the obligation in question, nor shall it give rise to the payment of damages or penalties for delay.

However, as soon as the cause of the suspension of their reciprocal obligations has disappeared, the parties shall make every effort to resume the normal performance of their contractual obligations as soon as possible. To this end, the prevented party shall notify the other party of the resumption of its obligation by registered letter with acknowledgement of receipt or by any extrajudicial document.

During this suspension, the parties agree that the costs incurred by the situation shall be borne by the party prevented from performing.

If the impediment is permanent or lasts for more than one month, the present agreement shall be terminated in accordance with the terms set out in the article entitled "Termination due to force majeure".

ARTICLE 25. TOLERANCES

It is expressly agreed that any tolerance or waiver by the Service Provider in the application of all or part of the commitments made, regardless of their frequency and duration, shall not constitute a modification of the Contract and the GTC, nor shall it give rise to any rights whatsoever.

ARTICLE 26. INVALIDITY AND INDEPENDENCE OF CLAUSES

The possible cancellation of one or more clauses of this agreement by a court decision, an arbitration award or by mutual agreement between the Parties shall not affect its other provisions, which shall continue to have full effect insofar as the general economy of the agreement can be safeguarded.

In the event that the performance of one or more clauses of this agreement becomes impossible due to its cancellation, the Parties shall attempt to reach an agreement on a new clause whose spirit and letter are as close as possible to the former clause, with the other provisions of the agreement remaining in force.

ARTICLE 27. MEDIATION - APPLICABLE LAW AND JURISDICTION

27.1. Recourse prior to mediation

In accordance with Articles L.616-1 and R.616-1 of the French Consumer Code, RENTALAKE has set up a consumer mediation system via SAS CNPM - MÉDIATION - CONSOMMATION.

In the event of a dispute, the consumer may submit their complaint on the website: <https://www.cnpm-mediation-consommation.eu/> or by post by writing to: CNPM MÉDIATION CONSOMMATION, 27, avenue de la Libération - 42400 SAINT-CHAMOND

The referral to SAS CNPM - MEDIATION - CONSUMER must be made within a maximum period of one year from the date of the written complaint sent by email to contact@rentalake.fr or by

registered letter with acknowledgement of receipt to SAS Rentalake, 25 bd des dames 13002 Marseille.

27.2. Applicable law and competent

jurisdiction The Terms and Conditions are

governed by French law.

IN THE EVENT OF A DISPUTE WITH A PROFESSIONAL USER, THE PARTIES AGREE TO GIVE EXCLUSIVE JURISDICTION TO THE COMMERCIAL COURT OF MARSEILLE TO HEAR ANY DISPUTE RELATING TO THE VALIDITY, INTERPRETATION, EXECUTION OR BREACH OF THESE TERMS AND CONDITIONS.

In the event of a dispute or complaint, the individual User may bring proceedings before the court of their choice.

APPENDIX - WITHDRAWAL FORM
(To be sent to RENTALAKE only if you wish to withdraw from your purchase)

For the attention of:

RENTALAKE, a simplified joint stock company with a share capital of €20,000, 25 Boulevard des Dames, 13002 Marseille, registered with the Marseille Trade and Companies Register under number 984 019 281, represented by Mr Hugo Gruss, Chairman

I, the undersigned,

Surname: _____ First name: _____

Address: _____

Email: _____

Order or reservation number: _____

I hereby declare that I am exercising my right of withdrawal regarding the gift card ordered on:
_____ with reference of the order : _____ :
_____ and the total amount of the order is: _____.

Reason for withdrawal (optional): _____

Please proceed with the refund in accordance with the withdrawal conditions.

Date of request: _____

Signature:

To be sent to:

RENTALAKE

25 Boulevard des Dames, 13002 Marseille

Email: support@rentalake.fr