



GENERAL CONDITIONS 27 NOVEMBER 2019

Please read these terms and conditions carefully: they set out the terms and conditions of service that you agree to by ordering and using the Services, including the responsibilities detailed in section 11. If you do not agree with the terms of these terms and conditions, you may not order or use the Services.

ARTICLE 1. DEFINITIONS

The terms below used in these General Conditions with a capital letter, both in the plural and in the singular, shall have the following meaning:

Subscriber: a natural person of legal age who has the capacity to contract and who has taken out a Subscription. The Subscriber agrees to the terms and conditions set out below. Affiliated Subscribers are Subscribers.

Subscription: Subscription package taken out by the Client.

Application: the SailEazy application designed and operated by SAILEAZY enabling Clients to book Services.

Skipper: Subscribers and Non-Subscribers who use the Services without the presence of an Affiliated Coach on board the Sailmaker.

Client: Subscribers and Non-Subscribers or any other natural or legal person of SAILEAZY using the Services.

Affiliated Coach: means a coach employed by or providing services to SAILEAZY, who holds a BPJEPS in sailing, a Brevet d'État or a monitorat or any other diploma in accordance with the legislation allowing teaching.

General Conditions: the present general conditions.

Special Conditions: all conditions specific to each Subscription package subscribed to by the Client or specific to the use of the Services, described in the Application or the website www.saileazy.com.

Contract: these General Terms and Conditions and the Special Terms and Conditions.

Identifiers: identifiers and passwords allocated to the Customer to access his/her personal account on the Application.

Non-Subscriber: an individual of legal age who is able to use the Services without taking out a Subscription. The Non-Subscriber agrees to the terms and conditions set out below.

SAILEAZY: SAILEAZY company whose contact details are indicated at the bottom of these General Conditions in article 15.

Services:

Sailboat rental services without an Affiliated Coach or Sailboat trips with an Affiliated Coach offered to the Client by SAILEAZY.

User: the Client as well as any person present on the Yacht who will use it under the conditions set out below. The Client shall be responsible for the User's compliance with the provisions of these General Conditions.

Sailboat: any sailboat offered for hire by SAILEAZY to the Client or made available to the Client with an Affiliated Coach.

ARTICLE 2. OBJECT AND APPLICATION OF THE GENERAL CONDITIONS

2.1. These General Conditions define the conditions, restrictions and obligations that the Client and Users accept by ordering via the Application, or via the SAILEAZY commercial service and by using the Services.

2.2. The Client acknowledges that these General Conditions shall prevail over all other documents such as prospectuses, catalogues and documentation issued by SAILEAZY, which are only indicative, and over any document issued by the Client.

ARTICLE 3. ACCESS TO THE APPLICATION AND SERVICES

3.1 Creation of a personal account and provision of information. The creation of a personal account is a prerequisite for any subscription to the Services via the Application. In this context, the Client guarantees that the data he/she communicates is accurate and in conformity with reality. He/she undertakes to inform SAILEAZY without delay in the event of modification of the data communicated.

3.2. SAILEAZY reserves the right to require supporting documents to finalise the registration or order and to refuse any order, in particular if it does not comply with the terms and conditions of these General Conditions or if the Client is not up to date with its obligations of any kind whatsoever, and in particular, without this list being exhaustive, in the event of failure to pay or failure to provide supporting documents during previous subscriptions. In such a case, the Customer will be informed of this refusal by e-mail. When creating a personal account, the Customer will be asked to choose Identifiers. The Customer acknowledges that these Identifiers are personal and confidential and may not be communicated to any third party. Any subscription to the Services by the Customer implies the prior acceptance by the latter without reservation of these General Conditions which are materialised in the Application by a box to be ticked at each reservation of the Services and at the time of purchase of a Subscription or credits.

UNDER NO CIRCUMSTANCES SHALL SAILEAZY BE HELD RESPONSIBLE IN THE EVENT OF USURPATION OF A CLIENT'S IDENTITY.

Subscription to the Services and Subscription is subject to the provision by the Client of a photograph of a valid identity document (national identity card or passport) and of his bank details. The information that the Customer is asked to provide is subject to computer processing under the conditions defined in the Privacy Policy below.

ARTICLE 4. ACCESS TO SERVICES OUTSIDE THE APPLICATION

4.1. Any subscription to the Services by the Customer outside the Application implies the Customer's prior unreserved acceptance of these General Conditions. Subscription to the Services and Subscription is subject to the Customer providing the following elements: Customer who is an individual: a digital copy of a valid identity document (national identity card or passport), proof of address and bank details. Legal entity customer: a KBIS and bank details.

The information that the Customer is asked to provide is subject to computer processing under the conditions defined in the Privacy Policy below.

ARTICLE 5. NOT USED

ARTICLE 6. RESERVATION

Services can be booked with or without a subscription.

6.1. Subscription subscription. The Subscription is only taken out via the Application. Each Subscription is concluded for the browsing period selected via the Application at the time of subscription and as described in the Special Conditions. It is renewed by tacit agreement until it is cancelled on the anniversary of the purchase date, notified by registered letter with acknowledgement of receipt or via the Application one month before the renewal.

6.2. The use of the Services must be booked via the Application or by telephone on 04 84 25 62 97 or by e-mail. In the event of a reservation outside the Application, the Customer must accept an electronic or paper order form.

6.3. The Client will be given a booking number as confirmation of the booking, as well as the date and time of the departure of the Sailboat and its return by email. This reservation cannot be considered as a telephone canvassing governed by the provisions of article L121-27 of the French Consumer Code, given that the Client acknowledges and accepts that he is the one who initiated the reservation.

6.4. The Subscriber may also purchase a credit pack via the Application in accordance with the pricing conditions displayed in the Application. The credit packs can be used for all the Services. These packs are valid for one year and cannot be extended from the date of purchase. Any unused credit at the end of this period will be considered lost. Cancellation of the Subscription will automatically result in the loss of the credits remaining to be used by the Subscriber.

ARTICLE 7. PRICES AND PAYMENT METHODS

7.1. Payment of the Subscription by the Subscriber: the costs relating to the subscription to the Subscription are subject to a fixed price paid in full when the Subscription is taken out or on a monthly basis via direct debit or payment by bank card.

7.2. Subscription price : The price of the Subscription is the current price indicated to the Client at the time of purchase. The current price shall be set by SAILEAZY, at its sole discretion. Prices include all taxes. The price of the Subscription may be revised on each anniversary date of the Subscription. The Subscriber shall be free to terminate the Subscription on this date in the event of refusal of the new rates.

7.3. Payment of Services by the Subscriber: the fees relating to the reservation of Services will be invoiced in addition to the price of the Subscription at the time of reservation and will be subject to direct debit or payment by credit card. The corresponding invoices are sent by email or stored in the Application on the Client's account.

7.4. Payment for the booking of Services by a Non-Subscriber Client:: The price is payable in Euros, by credit card, cash or cheque or by direct debit.

7.5. Purchase of credit packs: the purchase of credit packs is reserved for Subscribers. It is done by credit card or by direct debit according to the rates displayed at the time of purchase.

7.6. Price: The price of the Services is the current price indicated to the Client at the time of booking. The price in force shall be set by SAILEAZY, at its sole discretion, and may be subject to changes and variations over time. Prices are inclusive of all taxes.

7.7. In the event of payment by credit card via STRIPE, SAILEAZY shall never have access to the Client's banking information, as online payments and related banking processing are managed entirely via STRIPE. A summary of the payment shall appear on the Application and shall be sent to the Client by email.

7.8. In the case of payment by cheque, payment must be accompanied by a legible copy of a proof of identity in accordance with article L.131-15 of the French Monetary and Financial Code. The Customer guarantees that he/she is fully entitled to use the bank card or chequebook used and that he/she has sufficient funds to cover the costs of the order.

UNDER NO CIRCUMSTANCES SHALL SAILEAZY BE LIABLE FOR THE FRAUDULENT USE OF THE CLIENT'S BANK CARD, CHEQUE BOOK OR BANK ACCOUNT. Any bank charges related to payments by bank card shall be borne by the Customer. These costs correspond to any charges levied exclusively by the Customer's banking institution as a result of the use of his/her bank card.

ARTICLE 8. CANCELLATION AND MODIFICATION OF THE RESERVATION

The Client is informed that, pursuant to Article L221- 28 12° of the French Consumer Code, the right of withdrawal cannot be exercised for contracts for the provision of services "for leisure activities that must be provided on a specific date or at a specific time". Consequently, the Client does not benefit from the right of withdrawal provided for by the Consumer Code in respect of the booking of Services.

However, the Client may cancel or modify his reservation in accordance with the conditions set out in Appendix 1 of these General Conditions

ARTICLE 9. PERFORMANCE OF SERVICES WITHOUT AN AFFILIATED COACH

The following provisions apply to the performance of the Services without the presence of an Affiliate Coach.

9.1. **Provision of the Sailing Vessel:** SAILEAZY undertakes to provide the Skipper with the Sailing Vessel which is the subject of the reservation, suitable for sailing and equipped in accordance with the laws and regulations in force, in good working order and meeting safety requirements, on the date and at the time indicated in the reservation. The taking over of the Yacht shall be considered effective when the Yacht is taken in hand. SAILEAZY shall carry out a full inspection on return from the rental.

For reservations made via the Application

The Skipper is required to complete the inventory of fixtures in the Application at the time of departure. The Skipper is responsible for reporting on the Application any defects in condition, cleanliness or equipment observed.

Unless the Skipper expressly indicates otherwise, he acknowledges that the Yacht is rented in good condition, clean and equipped in accordance with the inventory list available in the Application at the time of departure.

During the rental period or on return of the Yacht, the Skipper is obliged to report on the Application any incident, loss, theft or damage that occurred during the rental period.

In this respect, the Skipper is informed that the Sailboats are equipped with a connected box allowing the Sailboat to be geolocated, to monitor the data from the Sailboat's navigation centre, in particular those of the depth sounder, and to identify the various shocks suffered by the Sailboat as well as mechanical and electrical difficulties that may affect the Sailboat. Any defect noted by SAILEAZY during its inspection and not declared shall be charged to the Skipper who benefited from the Service just before the inspection.

For bookings made outside the Application

The Skipper is responsible for completing the inventory of fixtures on the vessel's condition sheet on board at the time of departure. The Skipper is responsible for reporting any defects in the condition, cleanliness or equipment of the vessel on the condition sheet on board.

Unless expressly indicated by the Skipper, he acknowledges that the Yacht is rented in good condition, clean and equipped in accordance with the inventory list available on the Yacht Condition Sheet on board at the time of departure.

During the rental period, the Skipper is required to inform SAILEAZY of any incident, loss, theft or damage by any means (telephone, email).

Upon return of the Yacht, the Skipper is required to report any incident, loss, theft or damage that occurred during the rental period on the boat's condition sheet on board.

In this respect, the Skipper is informed that the Sailboats are equipped with a connected box allowing the Sailboat to be geolocated, to monitor the data from the Sailboat's navigation centre, in particular those of the depth sounder, and to identify the various shocks suffered by the Sailboat as well as mechanical and electrical difficulties that may affect the Sailboat. Any defect noted by SAILEAZY during its inspection and not declared shall be attributed to the Skipper who benefited from the Service just before the inspection.

Animals are prohibited on board the Sailing Vessels.

Any defect noted by SAILEAZY during its inspection and not declared shall be charged to the skipper who benefited from the service just before the inspection. SAILEAZY shall provide the Skipper with the on-board documents, namely the nationality title, the navigation and traffic permits, the owner's manual and the yacht's insurance certificate. The insurance contract as well as the general insurance conditions shall be made available to the Skipper on request. SAILEAZY shall do its utmost to make the Yacht available to the Skipper at the precise time for which the Yacht was reserved. However, the Skipper is informed that any delay not exceeding 30 minutes

shall not give rise to any special rights or compensation. In the event that the reserved Yacht is not available within 30 minutes of the time for which it was reserved, SAILEAZY shall make its best efforts to offer the Skipper another Yacht without additional compensation. In case of impossibility, SAILEAZY and the Skipper shall try to find an amicable solution. If no solution is found, SAILEAZY shall reimburse the Skipper for the entire price paid for the Services in question.

9.2 Deposit for reservation via the Application: when reserving Services, the Skipper designated by him/her shall undertake to provide a deposit of 3,000 euros to SAILEAZY by recording a bank imprint or his/her bank details via STRIPE. This deposit shall guarantee SAILEAZY against any accident involving the liability of the skipper and the

application of the insurance contract by the insurer, bringing the excess into play. The payment of a deposit is required to cover cases of deterioration or fraudulent use of the Yacht by the Skipper, by a User or a third party during the performance of the Services, late return or non-return of the Yacht or any other breach of these General Conditions. Reservation by telephone or by email: In the event of a reservation by telephone or by email, the Client shall send a cheque to SAILEAZY in the amount of 3,000 euros as a deposit to the address indicated in Article 15 hereof or delivered in person on the day of the taking over of the Yacht, or a credit card imprint of 3,000 euros.

9.3. The deposit shall be returned at the end of the use of the Services, within a period of seven days, and shall be partially or totally acquired by SAILEAZY in the event of theft or damage valued at this amount without prejudice to additional sums that may be charged to the Skipper in the event of a valuation of more than 3,000 euros.

9.4. **Return of the Sailboat:** The Skipper must return the Sailboat at the latest on the date and at the time indicated at the time of reservation. Any return that is more than 30 minutes late will be invoiced. Penalties will amount to 75 euros per half hour of delay, it being understood that any half hour started will be due. It is the Client's responsibility to anticipate his return according to the weather conditions. In the event of delay, the skipper shall inform SAILEAZY by telephone on 04 84 25 62 97 or via the VHF radio on board the Yacht.

Upon return of the Yacht, the Skipper is required to report any incident, loss, theft or damage that occurred during the rental period on the Application for bookings made via the Application and on the boat's condition sheet on board for bookings made outside the Application.

The Yacht must be returned in the same state of operation, condition, cleanliness and equipment as when it was taken possession of. Any damage, whatever the cause, will give rise to the invoicing, in addition to the price of the Services, of the costs of replacing or restoring the Sailboat, up to a maximum of the value of the Sailboat in new condition.

SailEazy reserves the right to apply an exceptional cleaning fee of €100 if the Yacht is returned in an abnormal state of cleanliness, in particular: rubbish bins on board, unwashed dishes, un-emptied refrigerator.

Failure to return the rented Yacht, for whatever reason, shall result in SAILEAZY invoicing the value of the Yacht, in addition to the price of the Services, and shall engage the liability of the Skipper.

In the event of theft of the Yacht during the performance of the Services, the Skipper undertakes to lodge a complaint with the police or gendarmerie within 72 hours of the theft and to inform SAILEAZY thereof. If the Yacht is returned to SAILEAZY, SAILEAZY shall reimburse the Skipper for the sums invoiced to him, after deduction of an excess of 3,000 euros.

9.5. **Use of the Yacht:** The Skipper certifies that he/she and the Passengers are fit to sail. SAILEAZY may test the Skipper's skills in a real situation and with the help of an Affiliated Coach, as well as request any proof of his sailing skills and request any other document that would enable it to ensure the Skipper's skills. If SAILEAZY finds that the Skipper is flagrantly unfit for sailing, it reserves the right to cancel the Service on the understanding that the amount of the reservation shall be definitively acquired by SAILEAZY as compensation. These provisions do not apply if the accompaniment by an Affiliated Coach was provided for at the time of reservation. The Skipper also declares that he/she and the Users have no medical contraindication. SAILEAZY reserves the right to refuse to perform the Services if the Skipper and/or the Users do not meet the conditions set out in these General Conditions. The Skipper and Users undertake to comply with SAILEAZY's instructions and the conditions of use of the Yacht and not to use the Yacht in conditions likely to damage the Yacht or to cause damage to the Skipper, Users or third parties. They must behave reasonably in all circumstances. The Skipper and the Passengers undertake to respect the Maritime Code and the rules of navigation in force. The Skipper shall be solely responsible for the boat vis-à-vis SAILEAZY and shall be responsible for compliance with the obligations entered into via these General Conditions by the Users. He shall be authorised to take a crew on board, under his responsibility and within the limit of the number of passengers accepted for each yacht, as defined by the manufacturer and subject to the yacht being suitably

equipped. The Yacht remains the exclusive property of SAILEAZY and must be used personally by the Skipper and the Users. The loan or subletting, or the granting of any rights to the Sailing Yacht by the Client is strictly forbidden. The Skipper and Users shall refrain from any intervention on the Yacht which only SAILEAZY is authorised to repair.

9.6. Notwithstanding the above, the use of the Services during regattas must be declared by the Customer. In the Application, only Sailboats classified as "Racing or Racing-Cruising" may be used during regattas. Only regattas that do not involve more than 120 miles travelled per day are insured. Sailboats are not insured during regattas. Clients using the Services during a regatta without an Affiliated Coach undertake to comply with the legislation in force in terms of the practice of regattas, and to bear all the obligations linked to the regatta in question and imposed by the regatta organiser, in particular the registration of the boat and its crew, the related costs, the compliance of Users, in particular in terms of licences and medical certificates, or any other documents requested by the regatta organiser. Clients using the Services in a regatta without an Affiliated Coach, commit a deposit of €6000 (six thousand euros).

ARTICLE 10. PERFORMANCE OF SERVICES WITH AFFILIATED COACH

The following provisions apply to the performance of the Services with the presence of an Affiliate Coach.

10.1. SAILEAZY shall provide a Sailboat and an Affiliated Coach under sailing school conditions in accordance with the regulations in force. The Sailboat is insured for this activity.

The Client certifies that he and the Users are fit to practice sailing.

The Client and Users undertake to comply with the instructions of SAILEAZY and the Affiliated Coach, the conditions of use of the Sailing Yacht and not to use the Sailing Yacht in conditions likely to damage the Sailing Yacht or to cause damage to the Client, Users or third parties. They shall behave reasonably in all circumstances.

10.2. In the event of an unfavourable weather forecast, SAILEAZY reserves the right to postpone the sea trip ordered by the Client. SAILEAZY shall carry out an initial weather assessment 48 hours before the sea trip and shall inform the Client thereof. SAILEAZY may take a decision up to 24 hours before the outing. In the event that SAILEAZY finds that the weather forecast is unfavourable for the sea outing, SAILEAZY and the Client shall seek a solution for postponing the outing. As a last resort and without the possibility of postponing the outing, SAILEAZY shall reimburse the Client for the entire order concerned by this outing.

ARTICLE 11. RESPONSIBILITIES

11.1. IN THE ABSENCE OF AN AFFILIATED COACH, THE YACHT IS USED BY THE SKIPPER AND THE USERS UNDER THE SOLE RESPONSIBILITY OF THE SKIPPER. THE SKIPPER AND THE USERS UNDERTAKE TO COMPLY WITH THE APPLICABLE REGULATIONS, IN PARTICULAR THE MARITIME CODE AND THE RULES OF NAVIGATION IN FORCE, AS WELL AS THE PRESCRIPTIONS AND RECOMMENDATIONS OF SAILEAZY.

11.2. SAILEAZY shall not be held liable for any damage to the Client, Users, the Yacht or third parties, originating from improper use of the Yacht or failure to comply with the applicable rules or these General Conditions, attributable to the Client.

11.3. The Skipper undertakes to inform SAILEAZY without delay of any incident on the Yacht during the performance of the Services.

11.4. The equipment (computer, telephone, software, means of telecommunication, etc.) enabling access to the Application shall be borne exclusively by the Client, as shall the telecommunication costs incurred by their use.

The Customer acknowledges and accepts that no one can guarantee the proper functioning of the networks as a whole.

In the event of impossibility of access to the Application, due to technical problems or of any other nature, the Client may not claim any damages or compensation.

The hypertext links present on the Application may refer to other websites or applications and SAILEAZY shall not be held liable if the content of these sites contravenes the legislation in force or because of damage caused to the Client by visiting one of these third-party sites, which are governed by their own terms of use.

ARTICLE 12. APPLICABLE LAW AND JURISDICTION

12.1. These General Conditions are subject to French law to the exclusion of any other applicable international convention.

12.2. ANY DISPUTE ARISING BETWEEN SAILEAZY AND THE CLIENT CONCERNING THE VALIDITY, PERFORMANCE, NON-PERFORMANCE OR INTERPRETATION OF THESE GENERAL TERMS AND CONDITIONS OR, MORE GENERALLY, THE RELATIONSHIP BETWEEN SAILEAZY AND THE CLIENT SHALL BE SUBMITTED TO THE COMPETENT COURT OF THE PLACE OF RESIDENCE OF THE DEFENDANT OR, AT THE CHOICE OF THE PLAINTIFF, OF THE PLACE OF PERFORMANCE OF THE CONTRACT IN ACCORDANCE WITH ARTICLES 42 AND 46 OF THE CODE OF CIVIL PROCEDURE.

ARTICLE 13. INTELLECTUAL PROPERTY

13.1. The Application is the property of SAILEAZY. It shall be protected by the applicable texts on intellectual property. All rights relating to the Application and the overall concept thereof, to their original and innovative character are reserved to SAILEAZY or are regularly exploited by the latter. Any infringement of SAILEAZY's rights may give rise to legal proceedings, particularly in the area of counterfeiting, and may lead to the withdrawal of access to the Services without prior notice or compensation and without this withdrawal constituting damage for the Client.

ARTICLE 14. MISCELLANEOUS PROVISIONS

14.1. **Nullity of a clause** : If any of the clauses of these General Conditions should prove to be null and void or inapplicable by virtue of a law or regulation or following an enforceable decision by a competent court or authority, the Parties expressly agree that this contract shall not be affected by the nullity of the aforementioned clause.

14.2. **Tolerance** : The failure of either Party at any time to require strict performance by the other Party of any provision or condition of this Agreement shall not be deemed to be a final waiver of that provision or condition.

ARTICLE 15. CONTACT DETAILS OF SAILEAZY

15.1. The Application is published by the company SAILEAZY, a simplified joint stock company with a capital of 330,000 euros, registered in the Marseille Trade and Companies Register under the unique identification number 811 244 441, having its registered office at 61 Boulevard des Dames, 13002 Marseille, represented by its current manager. The publication director of the Application is Mr Grégoire Guignon.

The host of the Application is EVOLIX

15.2. You can contact SAILEAZY :

- By telephone on 04 84 25 62 97
- By e-mail at the following address: contact@saileazy.com
- By post at the following address: 61, Boulevard des Dames 13002 Marseille.

ANNEX 1: CONDITIONS OF MODIFICATION AND CANCELLATION

| | | SUBSCRIBERS | NON-SUBSCRIBERS |
|---|--|---|--|
| Minimum reservation period | | 1h* | ½ day (3h)* |
| Booking deadline | | Up to 1 hour in advance* | Minimum 48 hours in advance |
| Modification before discharge and for discharges of 48 hours or less**. | Time limit for changing the reservation | Up to 1 hour before the for the Chef de bord, otherwise 48 hours in advance | Minimum 48 hours in advance |
| | Amendment fee if less than the allowed time | 10% of the booking with a minimum of €50 + coaching fee up to €500 | 10% of the booking with a minimum of €50 + coaching fee up to €500 |
| Cancellation for outings lasting 48 hours or less. | Fees for cancellations made more than 48 hours in advance | 0€ | 50% of the reservation |
| | Fees for cancellations made between 24 to 48 hours in advance | 50% of the reservation | 100% of the reservation |
| | Fees for cancellations made less than 24 hours in advance | 100% of the reservation | 100% of the reservation |
| Modification or cancellation for outings lasting more than 48 hours | Fees in case of cancellation or modification more than one month in advance | 0€ | 20% of the reservation |
| | Fees in case of cancellation or modification between one week and one month in advance | 0€ | 50% of the reservation |
| | Fees for cancellations/changes between 48 hours and one week in advance | 50% of the reservation | 100% of the reservation |
| | Fees in case of cancellation or modification less than 48 hours in advance | 100% of the reservation | 100% of the reservation |

*Subject to the approval of the Chef de bord or the availability of a coach

**Only changes in departure and arrival dates and times are possible for the same or longer durations. Decreases in duration are not possible. A booking before the trip can only be changed once.

PRIVACY POLICY

I. PERSONAL DATA

As part of the execution of the Services, SAILEAZY shall collect and process a certain amount of personal data concerning its clients, its contacts who are natural persons within member companies, partners or, more generally, its contacts, in the exercise of their functions, for professional purposes.

SAILEAZY attaches the greatest importance to the protection of the privacy and personal data of its contacts and to compliance with the regulations in force.

The processing of such data by SAILEAZY as data controller shall be carried out in accordance with the procedures described below.

➤ ***What personal data is collected and why?***

SAILEAZY shall collect personal data concerning its Clients as part of the subscription to the Subscription by the Subscriber or the reservation of Services by the Client and Users, and in particular: surname and first name, address, telephone number, identity card and Sailboat geolocation data. Identity cards are also requested in order to confirm the identity of Clients.

Purposes and legal basis: the processing of this personal data is necessary to enable SAILEAZY to perform the Services and, more generally, to manage its client file.

The processing is based on the execution of the General Conditions, compliance by SAILEAZY with its legal obligations and the legitimate interests of SAILEAZY for the purposes of carrying out its activity.

Any person who does not wish to provide the necessary information shall not be able to subscribe to the Services offered by SAILEAZY.

➤ ***How is personal data processed?***

Personal data shall be processed by SAILEAZY in its capacity as data controller for the purposes set out above.

SAILEAZY undertakes not to use them in any other context, nor to pass them on to third parties, except as provided for in this data management policy or after informing and, if necessary, obtaining the consent of the person concerned.

Furthermore, SAILEAZY may be required to communicate processed personal data to third parties in the context of compliance with a legal obligation, at the request of a judicial, administrative or public authority, or in application of a judicial or administrative decision.

Recipients and subcontractors: Personal data may be communicated by SAILEAZY to its staff and suppliers, in particular for hosting and online payment via Stripe, it being specified that Stripe transfers the data outside the European Union.

This data shall be processed on the instructions and on behalf of SAILEAZY. SAILEAZY shall take all measures to require these recipients and processors to comply with the applicable regulations and, where applicable, that

transfers outside the European Union are based on an adequate level of protection or sufficient guarantees, a copy of which may be obtained by data subjects on request from SAILEAZY.

Retention and archiving: personal data is retained for the purposes set out above for the time required to achieve these purposes.

In particular, personal data used to manage the customer file shall be kept for a period of three years from the last contact between SAILEAZY and the person concerned.

Personal data collected for the execution of the General Conditions or legal obligations shall be archived for the period provided for by the said legal obligation and for the period necessary for the establishment, exercise or defence of a legal right, equivalent to the period of limitation applicable to the obligations between SAILEAZY and the Client.

SAILEAZY shall make its best efforts to store and archive such personal data under appropriate security conditions in compliance with applicable provisions, using current technical means.

➤ **What rights do I have over the personal data I provide?**

Any person who has communicated personal data to SAILEAZY has the following rights with regard to such data:

- A right of access and rectification;
- A right to erase data ("right to be forgotten"), a right to limit processing and a right to object to processing in the cases provided for by the regulations in force

- The right to define directives concerning the fate of personal data after death;
- The right to the portability of raw data provided to SAILEAZY;
- The right to lodge a complaint with the competent authority (notably the CNIL in France);
- The right to object to receiving newsletters and information e-mails.

These rights may be exercised by e-mail or by post to SAILEAZY at the address below.

These rights must be exercised under the conditions provided for by the regulations in force. In particular, proof of identity may be requested.

For more information, the user may address any question to SAILEAZY at the address and phone number listed in Article 15 of the General Conditions.

➤ **Contact details of SAILEAZY**

SAILEAZY, 61, Boulevard des Dames 13002 Marseille Email : contact@saileazy.com

II. COOKIES AND TRACKERS

A cookie or tracer is a file that is deposited and/or read in the user's terminal (computer, mobile device, etc.) or linked to the Identifiers.

These are the following cookies:

- **Google Analytics**

- Pixel Facebook

By continuing to navigate on the Application, SAILEAZY or by clicking on accept, the user gives his consent to the use of cookies.

It is possible to oppose or uninstall cookies.

Deleting cookies does not affect navigation, but will cause the user to lose all the benefits provided by the cookie.

Refusal of cookies may limit navigation on the Platform or the use of the services offered.

SAILEAZY reserves the right to modify this Cookie Use Policy when changes are made to the configuration and/or use of cookies.