

GENERAL TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

The definitions below have the identical meaning whether used in the singular or plural.

1.1 "SIM":

Indicates the SMART INNOVATION MANAGEMENT company (SIM)

Simplified joint-stock company with a capital of 1000,00 euros (€), whose head office is located at 137 avenue of Jalday in Saint-Jean-de-Luz (64500), registered at the Trade and Companies Register of Bayonne under the No. 813 938 842,

Intracommunity VAT no.: FR 36 813 938 842

The company has signed an insurance policy covering the consequences of its professional civil liability.

1.2 "Tourist Rally":

Refers to the combination of the following operations:

- The organisation and management of a tourist rally in an electric or plug-in hybrid motor vehicle
- Accommodation and food service in every visited city
- Top level technical support

1.3 'Partner' or 'Service Provider':

Refers to all service providers involved in the provision of services, including hotels, restaurants, and car rental companies.

1.4 "Service Provision":

Refers to any provision of service proposed on route and documented as part of the tourist rally.

1.5 "Website":

Refers to the SIM Website at the following address: www.e-motiontour.com

1.6 "User" or "Customer" or "You":

Refers to any User of the Website who navigates, becomes aware of, orders and/or buys one or several services.

2. CAPACITY

The User recognises having the capacity to contract to the conditions described, namely to be at least 21 years of age, to be legally capable of contracting, and to not be under guardianship or curatorship. The User guarantees the veracity and accuracy of the information that she/he provides on Website.

Warning: Reminder of the terms of article L 313-1 of the Penal Code: "Fraud is either the use of a false name or a false trait, or by abuse of a true trait, either through the use of fraudulent measures to deceive a person or an entity, and to enable to their detriment or to the detriment of a third party, to give away funds, values, or any property, to provide a service or to allow an act causing an obligation or discharge. Fraud is punishable by five years of imprisonment and a €375,000 fine".

3. ORDER/BOOKING

3.1 Order Placement:

You can place an order for the Services that you wish to receive directly on the Website www.e-motiontour.com. This order is governed by the present general conditions of sale which are available on the Website. These present general conditions will be also attached to the booking confirmation sent through e-mail by SIM. This e-mail will restate the essential elements of the order, such as the identification of the products or reserved services, the price, quantity, date of the event, and will attest to the establishment, by electronic means, of the sales contract between SIM and yourself.

For all order tracking, you can contact the customer hotline at 06 25 14 52 76.

Through ordering you acknowledge having read and accepted the terms of sale in your name and for your account, but also in the name and on behalf of all the beneficiaries of the order, at the moment when the order was placed.

You also acknowledge the necessity to possess a material or technical means that allows you to print the information that SIM has send you in relation to your order (printer, fax...).

3.2 Non-Transferable Card:

Upon arrival at the place of departure of the tourist rally, during participant and vehicle identification, a personal card will be given to each person. This card will serve as a voucher for accommodation and catering for each participant. This card is non-transferable and may not be reprinted without the presentation of the purchase order and the original contract.

3.3 Availability:

The services offered on this Website are available and can be reserved. If a service were to be changed it would be with an equivalent service. The Customer may not ask for any compensation.

3.4 Cancellation:

Cancellation results in a cancellation fee that will be charged to you, and is variable according to the date of cancellation.

In the case of cancellation:

- From the time of signing the contract until 60 days before departure, 50% of all cancelled services will be charged.
- Between 60 and 30 days before departure, 60% of all cancelled services will be charged.
- Between 30 and 15 days prior to departure, 75% of all cancelled services will be charged.
- Within 15 days prior to departure, 100% of the total amount of cancelled services will be charged.

Customers who subscribed themselves to a cancellation insurance at the time of enrolment will benefit from preferential cancellation conditions which are specified in their contract.

Any cancellation request of your order must be made in writing to SIM to the following address: hello@e-motiontour.com. SIM will send you by e-mail the acceptance of the cancellation request and the amount of the associated costs.

After your cancellation acceptance and the payment of these corresponding fees, you will receive by e-mail a cancellation confirmation.

4. PRICE

4.1 Price:

All prices are in EUR and include all taxes.

The price of the overall services includes, unless otherwise stated in detail in the reservation confirmation, registration for the rally, seven overnight stays, seven breakfasts, seven dinners or cocktail dinners according to the plan, any potential tolls, parking fees at each stage, the activities planned by the organiser for all participants, top level technical assistance.

Not included in the price are: optional activities described on the Website e-motiontour.com, drinks that are not included in the meals provided in the overall services, drinks from the hotel mini bars.

The total amount to be paid through the various components of your order and applicable taxes are displayed in your order confirmation.

4.2 Revision of Costs:

Prices indicated are firm at the date of reservation and of payment of the deposit.

5. PAYMENT

5.1 Payment Methods:

Your payment can only be made through bank transfer or by cheque payable to SIM.

5.2 Payment Conditions

The terms of payment vary according to the registration modalities described below:

Registration Date	Terms of Payment		
15 March	50% at registration	30% on 15 April	20% on 15 June
Between 16 March and 30 April	50% at registration	30% on 15 May	20% on 15 June
Between 1 May 1 and 15 June	50% at registration		50% on 15 June

Non-payment of the balance within the deadline is likely to result in the cancellation of the customer's order, the latter will still be responsible to pay the cancellation fees.

The following is not considered an annulment of the debt: the presentation of a credit card number until the agreement of the payment centre is not obtained.

5.3 Failure to Pay/Cancellation:

Failing to receive the full payment on the deadline, SIM has the right to cancel the order made by the User.

The User's non-respect of the terms of payment will be considered a requested cancellation by SIM after a first reminder. In the case where the payment is irregular, incomplete, or non-existent, for any reason whatsoever, the sale of the reserved services will be cancelled, and the resulting costs will be charged to the User.

6. LODGING PROVISIONS

6.1 Hotels

Hotels are chosen for their comfort, their location, and their proximity to electric vehicle charging stations.

All reservations are made by SIM, which is the sole interlocutor with the establishments. The Customer may not claim any compensation or refund if the latter decided to not use during any stage the nightly lodging or food services.

The description of the hotels chosen by SIM is available online on the Website e-motiontour.com.

If necessary, SIM reserves the right to change one or several hotels. To the extent possible, the User will be notified in advance. The User will be provided a service within the same category or in a higher category than the one initially selected.

6.2 Overnight Stays:

If, in case of late arrival or early departure, one overnight stay must be shortened, no refund or compensation will be granted.

6.3 Voucher:

The private and non-transferable card constitutes a voucher to access hotels and meals that are included in the overall package (see paragraph 3.2).

6.4 Rooms:

The type of room included in the overall package is a room for two people depending if the room contains a double bed or two single beds. Within the limits of the hotel's availability, single rooms may be reserved for a surcharge.

6.5 Classification:

The indication of the comfort level attributed to the hotels, which is listed in the description, as well as their ranking corresponds to local regulations or/and customs of the host country. Therefore they may differ from French standards.

6.6 Flights, Valuables, and Losses:

It is strongly recommended not to bring items of value (jewellery...), and only necessary and appropriate personal items to the purpose and conditions of the tourist rally. SIM is in no case

responsible for flights and losses during these days of service. It is recommended to Users to deposit valuables, identity papers, and travel documents in the hotel safe.

6.7 Meals:

The meals included in the package are breakfast and dinner. Depending on the hotel, menus may be unique or chosen from a selection of options. Exceptions may however be taken into account with respect to allergies to certain products. To enable us to take these limitations into account, it is up to you to notify us at least one week prior to the start of the rally.

6.8 Services and Activities:

Optional services are offered by certain institutions where the rally takes place. These services will be at the initiative of the participants. SIM will limit itself to offer services available within the context of the Road Book.

7. CAR RENTAL SERVICES

The rental of a vehicle is available to anyone who wishes to participate in the tourism rally and who does not possess a vehicle that corresponds to the required characteristics.

The price of the rental vehicle is not included in the price of the tourist rally. Reservation and payment of the vehicle must be completed through our partner Website Blooweels: <https://www.blooweels.fr/>

A specific rate has been negotiated by SIM for customers of the tourist rally.
A link to the reservation page is available from the Website e-motiontour.com.

The rental is personal and non-transferable.

SIM cannot be held responsible for a breach in the rental terms by the lessor.

The Customer who leases as well as the authorised drivers must directly communicate the rental conditions to the lessor, and they are fully responsible for the vehicle as soon as they take possession of it.

8. ROAD BOOK

Upon arrival to the closed park on the day preceding the departure, and at the same time as the non-transferable card (see 3.2), a road book will be given to each crew comprising:

- A detailed description of each stage of the route
- A description of each hotel
- A map showing all available charging stations on route
- Conduct guidelines
-

9. MINIMUM NUMBER OF PARTICIPANTS

The organisation of the rally is subject to a minimum number of 20 (twenty) participants fixed at 20 (twenty) crews. The organiser reserves the right to cancel the rally if the minimum number of participants has not been reached 45 (forty-five) days before the scheduled departure date. The complete collected amount will be reimbursed to the User without a claim to any compensation.

10. CLAIMS

Any claim must be sent by registered letter with confirmation of receipt to: Smart Innovation Management Service Client - 137, avenue de Jalday à Saint-Jean-de-Luz (64500).

11. INSURANCES

Only travel cancellation insurance is offered by SIM. Any other insurance must be contracted and provided for by the customer.

It is advisable to take out a multi-risk insurance policy covering in particular the costs of repatriation in case of an accident or illness. In the event that the customer chooses to take out a travel cancellation insurance, this insurance must be taken out at the same time as the travel order. The conditions and description of the guarantees, as well as the practical terms and conditions of the guarantee, can be found on the Website under the heading "rates and application conditions" during your online purchase. In case of the cancellation of the rally, the amount of insurance purchased from SIM will also be refunded.

In case of cancellation of the rally, the amount of insurance premium taken out from SIM will also be refunded.

12. RESPONSIBILITY

The customer is responsible for any direct or indirect damage that she/he or the participants might cause during the tourism rally. SIM declines all responsibility for any kind of damage whatsoever (theft, deterioration) affecting any kind of assets (personal effects, materials...) supplied by the customer or belonging to the participants, regardless of the place where the assets are stored (parking lot, vehicles...).

The customer declares and guarantees to have the full legal capacity enabling her/him to commit herself/himself to the order, and that she/he holds a valid civil liability insurance. To this end, the customer agrees to waive and to have her/his insurers and/or any participant, if need be, waive any recourse against SIM in the event of any of these events.

13. PHOTOS AND ILLUSTRATIONS

SIM and its partners will do their best to provide photos and illustrations that give the User an overview of the services offered. These photos and illustrations are intended to indicate to the User the accommodation category or comfort level, and cannot be a commitment beyond this aim.

It must be remembered that developments may occur between the date of the photograph or illustration and the date of the User's stay.

14. EVIDENCE

It is expressly agreed that, unless there is an obvious mistake on the part of the Partners or SIM, a mistake that the User is reporting, the data retained in SIM's and/or its partners' information system has a probative value in regards to the orders placed by the User.

The data on computer or electronic media constitute valid evidence, and as such, are admissible, valid, and enforceable under the same conditions and with the same probative force as any document which would be established, received, or retained in writing.

15. RIGHT TO RETRACT

Article L 221-28 12 ° of the Consumer Code stipulates that the right of withdrawal cannot be exercised for contracts: "For services of accommodation, other than residential accommodation, services of transport of goods, rental cars rentals, catering, or recreational activities must be provided on a specified date or time".

Thus, and in accordance with article L 221 - 28 12 ° of the French consumer Code, the User having reserved and/or remotely controlled (by phone or Internet) the overall delivery with SIM does not possess the right of withdrawal.

16. DATA AND FREEDOM/PROTECTION OF PERSONAL DATA

Under the terms of the Law 78-17 of 6 January 1978 amended by the Law 2004-801 of 6 August 2004 known as "Data and Freedom", the User is informed that his order is the subject of a

computerised nominative treatment. The information provided by the User on the Website e-motiontour.com allow the processing and execution the User's orders.

To this end, this information is likely to be communicated

- (i) to the staff and employees of SIM responsible for carrying out these services
- (ii) to the Partners (including hoteliers, car rental company...)
- (iii) to the User's bank and to organisations of the payment systems selected by the User
- (iv) to Business Partners unless the User opposed this by checking the box provided for this purpose.

In accordance with Article 32 of the French Data Protection Act of 6 January 1978 amended by Law 2004-801 of 6 August 2004, the information required to process and execute orders is indicated by an asterisk on the pages of the Website.

Other requests for information which are optional to answer, or information relating to the User's interest in regard to offers which may be addressed to her/him are intended to better understand the User and to improve the services offered to her/him.

In accordance with the Data Protection Act of 6 January 1978 amended by law 2004-801 of 6 August 2004, the User has at all times the right to access, modify, rectify, and erase data which concerns her/him. She/he may exercise this right by sending a letter to Smart Innovation Management Service Client - 137, avenue de Jalday in Saint-Jean-de-Luz (64500)

17. OTHER PROVISIONS

The fact that SIM does not, at any given time, avail itself of any of the provisions of these conditions of sale shall not be construed as waiving the right to avail itself of any of these provisions at a later date.

In the event that any provision of the Conditions of Sale is declared void or ineffective, this provision shall be deemed null and void without affecting the validity of the other provisions unless the provision declared null and void was essential and decisive.

18. FORTUITOUS EVENT- FORCE MAJEURE

SIM cannot be held responsible for fortuitous events, cases of force majeure as defined by the Civil Code and the jurisprudence of the French courts, as a result of third parties, or through the fault of the User.

The User shall therefore bear all the financial consequences resulting from the occurrence of an event of force majeure affecting the execution of the SIM's obligations.

19. CONDITIONS OF USE OF THE WEBSITE

No guarantee is given to the User regarding:

- (i) the absence of anomalies, errors, and bugs that could affect navigation of the Website or the implementation of any feature proposed on the Website, or the usage of a software available on the Website or from it; or
- (ii) the possibility to correct these anomalies, errors, or bugs; or
- (iii) the absence of interruption or failure in the operation of the Website; or
- (iv) the possible compatibility of the Website with a material or a particular configuration.

SIM is in no way responsible for dysfunctions attributable to third-party software whether these are incorporated into the Website or supplied with it.

In no case will SIM be liable for direct or indirect damages and/or immaterial, foreseeable or unforeseeable damage (including loss of profits or of an opportunity...) arising out of the provision and/or the full or partial use or impossibility to use the features of the Website.

Finally, SIM cannot be held responsible for the content of the Websites on which the User is directed to through hypertext links whose sole purpose is to facilitate the User's research.

In any event, the User declares to be aware of the characteristics and limitations of the Internet, in particular its technical performance, the response times for consulting, interrogating, or transferring data, as well as the risks related to the security of communications.

The User may access, through the hypertext links on the Website, third party Websites which are solely responsible for the information on their Websites and the processing of the personal data of the User who is accessing their Websites. Under no circumstances can SIM be held liable.

20. INTELLECTUAL PROPERTY

20.1. Generalities:

The Website, its content and all of its constituting elements, are creations for which SIM and/or, where appropriate, its Partners, hold the full intellectual property rights and/or exploitation rights, in particular copyright, database law, trademark law, and design law.

The Website, as well as the software, databases, texts, information, analyses, images, photographs, graphics, logos, sounds, or any other data contained on the Website remain the exclusive property of SIM and/or Partners or, where appropriate, their respective owners with whom they have entered into user agreements.

The User is granted a right to a non-exclusive, non-transferable, and in a private setting usage of the Website and of the data contained on the Website. The right thus granted consists of (i) a right to consult online data and information contained on the Website and (ii) a reproduction right consisting of printing and/or backing up the data and information consulted.

This right of use is strictly for private use only.

Any other use of the Website, namely commercial use, on the part of the User is prohibited.

In particular, the User is prohibited from reproducing and/or representing for any use other than private, the selling, distributing, transmitting, translating, adapting, disseminating, and communicating wholly or partly in any form whatsoever, information or data on the Website.

In addition, the User is forbidden to introduce, by any means whatsoever, data susceptible to change or undermine the content or presentation of the Website.

Any hyperlink to the Website, regardless of the type of link, must be subject to a prior written or electronic authorisation by SIM.

20.2. Software:

The use of any software downloaded on the Website which allows access to certain services or features is governed by the terms of the accompanying license. The User agrees to not install, copy or use this software before she/he has previously agreed to the terms of such a license. The User agrees not to install, copy, or use this software until she/he has first acquiesced to the terms of this license.

For any software not accompanied by a license, the User is granted a temporary, private, personal, non-transferable, and non-exclusive right of use on this software in order to be able, with exclusion to any other use, access the Services and features that make the use of this software necessary. By installing or using the software, the User agrees to respect this condition.

20.3. Cookies:

By using the Website, you accept the use of cookies. A cookie does not allow us to identify you. Generally, it records information regarding the navigation of your computer on our Website (the pages that you have visited, the date and time of the visit, etc.) that we can read during your subsequent visits.

In this case, it contains information that you have just provided us. Thus, you will not need, on your subsequent visit, to fill out once again the proposed form. The conservation time duration of this information in your computer is fifteen minutes.

21. APPLICABLE LAW

The conditions of sale are subject to French law. Any litigation relating to their interpretation and/or execution is under the jurisdiction of BAYONNE (64100).