

GENERAL SALES TERMS

1. Field of application and definitions

1.1 Definitions

- "Unique Tours Factory" or "UTF" (hereinafter also "we", "our", "the enterprise", "the company") refers to the company JULIEN & CO, an SAS [Simplified Joint-Stock Company] with capital of 25,000.00€, located at 101 Bd Pereire, 75017 Paris and registered in Paris Trade and Companies Register as number 811 818 475.
- The object of "Unique Tours Factory" is to constitute a platform enabling individuals to contact exclusively professional or semi-professional guides and suppliers of related services.
- The services offered on the "Unique Tours Factory" site consist of tours operated by professional or semi-professional guides in which related services offered by other operators can be offered.
- "Guide" refers to all professional or semi-professional guides offering a tour on the site which they conduct themselves.
- "Tour" refers to the packaged activity offered by a guide which is reserved and purchased by the traveller
- "Related service" refers to all services offered within the tour but not undertaken by the Guide themselves. These related Services are offered by Suppliers of related services.
- "Supplier" refers to all suppliers offering related services included in the "packaged" tour offered by the Guide, but not delivered by them.
- "Client" (hereinafter also "end client", traveller" or "tourist") refers to all natural persons or legal entities having reserved a tour on the site.
- "Member" refers to all Guides or Suppliers of related services registered on the sites, mobile applications and/or all other Unique Tours Factory digital supports
- "wallet" refers to an electronic account opened by each of our members with our payment service-provider, Mangopay

1.2 Field of application

The present general terms apply to the services offered by the sites, mobile applications and/or all other digital supports of Unique Tours Factory. By accessing and/or using the services of the websites, mobile applications and/or all other digital supports of the company, the client gives their agreement and consents to comply with the terms described hereinafter. If some or all of the present general terms are not observed, UTF reserves the right at all times, without prior notification, to suspend temporarily or definitively the client's account and their access to their services.

1.3 Modification of the general terms

UTF reserves the right to modify or change at all times all or some of these present general terms, with immediate effect. In this case these changes will be published on this page, and we shall state the date of the last update at the top of the page.

2. Presentation and use of the service

2.1 Presentation of the site

UTF offers a platform which enables Members, on the one hand, and individual travellers, on the other, to contact one another. The purpose of this platform is to offer tours/visits in packaged form, including a cultural visit and related activities (recreational and/or festive). Satisfactory conduct of these tours is provided by the Guide, who supervises the accompaniment of the travellers from start to finish.

All services offered by the members are so offered independently, and UTF may not under any circumstances be held liable for them. Members have no link of subordination with UTF, and remain completely independent with regard to UTF. In this sense, UTF may not be deemed equivalent in any way to a travel agency. The services offered by UTF are confined to the presentation of tours and related services, presentation of the Guides, reservation of the tours, and payment for them on the members' behalf.

2.2 User account

All travellers are able to create a user account by registering on the site. This account is mandatory if the traveller wishes to reserve a tour.

The User Account is strictly personal, and may not under any circumstances be communicated to a third party. It consists of a "login" and a "password", both of which are personal. If the password is lost there is a secure procedure to generate a new one.

UTF reserves the right to delete a user account if the undertakings described in Section XXX are not met.

2.3 Services offered by UTF

The services offered on the UTF site consist of tours and visits offered by members, who are professional Guides and Suppliers of Related Services. The traveller can access the different possible tours for each destination, and can select the reservation date and the number of persons participating in the visit, giving the ages of the participants (enabling possible reductions to be obtained for children), and in this way can reserve a service. Actual payment is made only when the tour is confirmed by the guide, according to the procedure described in section XXXX.

2.4 Internal messaging, and dialogue with the guides

UTF provides an internal messaging service. This messaging service is used by the clients if they wish to contact the guide to pose questions, and request modifications before the date of the tour. UTF stresses the need, as far as possible, to accept packages placed on the platform, and to request only marginal modifications which would have no impact on the final price. If the request made by the client has a major impact on the price, the guide is expressly requested to contact UTF's teams in order to define a common position and a "workaround rule". This rule will consist in constructing a specific package which can be seen only by the client in question, and which will not be onlined publicly on the site. This package will be presented in the same way as a traditional package, but will contain the modified information and the new price. The client will make the reservation and pay in the normal way.

Guides and clients are expressly asked not to exchange any personal information through this messaging system, and in particular not to supply any professional or personal telephone numbers or email addresses. The telephone numbers of the guide and the client will be communicated, if desired, after the reservation has been made, to facilitate organisation of the tour and the meeting with the client.

3. Sale price

In most cases the proposed price includes all the services offered in the tour. However, it is possible that related costs will be added to this (restaurant costs, drinks and food in cafés, etc.). These items will be presented in all cases on the tour's listing together with, whenever possible, the approximate sums proposed. It will then be the client's responsibility to pay the supplier directly.

However, it should be noted that no additional sum can be claimed by the guide or a supplier of a related service in connection with the tour. The client is expressly asked to refuse all additional payments which have not been mentioned in the tour's listing.

4. Reservation and payment by the client.

When client makes a reservation request an email summarising all the necessary information is sent to them. The reservation will be definitive only when the guide has confirmed the request made in this manner within 24h/48h of the request. The same applies to the client's payment, which will be effective only when the guide has confirmed the reservation. If the reservation is not confirmed the reservation request will be cancelled, and the client informed without being debited.

5. Conduct of the tours

5.1 Conduct of the tour and members' undertakings

The tour is conducted under the full, sole liability of the guide and of the suppliers of related services.

However, UTF asks members and clients to give a number of undertakings which will enable the quality of the tour to be guaranteed. These undertakings are, non-exclusively:

- Punctuality
- Respect for persons and property
- Safety of persons (in connection with planned activities, and in accordance with the laws in force)
- Delivery of the promised tour (except in the event of force majeure, such as adverse weather, strikes of personnel of a visited location, or any incident which cannot be avoided)

5.2 Evaluation of the tours and the guides by the clients

A system for evaluating the tours and the guides is established on the UTF site. Using the method which has now become commonplace, each client will be asked to rate the tour and the guide within a few days after the service. This system will be based on a rating from 1 to 5 for the tour and from 1 to 5 for the guide. The client will also be able to enter comments which will be moderated by the UTF teams (to prevent extreme or insulting remarks, use of the comment for inappropriate purposes, etc.). The ratings and comments will of course be public, and will constitute a very important reference for clients when selecting a tour or a guide. Guides will have a right of reply, and their reply will be made public, enabling them to answer criticisms. This right of reply will also be moderated by the UTF teams.

6. Management of complaints and disputes

In the event of a dispute, a detailed complaint in good faith can be made to UTF's Customer Service. UTF then undertakes to contact the guide to determine the causes of the client's unhappiness, and to check the events which occurred. UTF undertakes to determine the best possible solution with the members, in the interests of all parties. If a total or partial refund must be made the formal agreement of the parties in question is required.

A dispute may relate to the following elements:

- Failure by the guide or the supplier to deliver the promised tour, for reasons unrelated to force majeure (adverse weather, strike, unforeseen event, etc.)
- Inappropriate behaviour of a member
- Absence of the guide

A dispute may under no circumstances relate to the subjective interest held by the client in the tour, or any disappointment they may have as to the content of the visit.

7. Rules for postponement, modification and cancellation

In the event of an unforeseen difficulty a guide may postpone or cancel, or may offer to provide another guide.

To postpone a tour the guide offers the client a new date, which the client must accept. In this case the client has the initiative to modify the date, and the client will have the necessary tools to do so on the site. If the client does not accept the proposed modification, this is equivalent to a cancellation, and the client will be refunded the full payment made, whatever the date of cancellation by the guide.

If it is impossible to undertake the reserved tour, or if the client refuses to postpone the planned date, the guide may offer to have another guide undertake the tour. In this case the client must be asked for their agreement via the internal messaging system. If the client does not accept this proposal, this is equivalent to a cancellation, and the client will be refunded the full payment made, whatever the date of cancellation by the guide.

A guide may cancel a tour without proposing a replacement date. Cancellation implies that the client must be refunded in full, whatever the date of cancellation by the guide. UTF reserves the right to contact the guide in order to learn the reasons for this cancellation, and to take the necessary measures in the event of repeated and insufficiently justified cancellations. In extreme cases these measures may go as far as deleting the guide's account.

For their part, a client can postpone without costs or cancel their reservation. The postponement request is made online, proposing a new date, and must be approved by the guide in accordance with their available timetable. If the date is not suitable the guide and the client can have a dialogue to find a better date, or the guide can be replaced by a colleague for the date chosen by the client. If, ultimately, a date is not found, the client can cancel the reservation only with a risk that part of the initial payment will be retained (see following paragraph).

The client can also cancel the reservation, but in this case refund rules are applicable.

- If the cancellation is made 30 calendar days or more before the date reserved for the tour, the sum paid will be refunded in full to the client
- If the cancellation is made between 8 calendar days and 29 calendar days before the date reserved for the tour, the sum refunded will be 50% of the sum paid.
- If the cancellation is made 7 or fewer calendar days before the date reserved for the tour, the sum paid is retained in full.

8. Liability of UTF

Since UTF is a platform for enabling travellers to contact its members, and vice versa, the members are fully responsible for the content of what they offer, and UTF cannot be held liable for the content of the tours described by the members. UTF participates only in the quality of the content entered, and ensures that it is consistent with the content of the site. Furthermore, UTF may not be held liable for any incident which may arise before, during or after the tour, such as: delay, cancellation, incident during the conduct of the tour, inappropriate behaviour of the member or of the client, failure to comply with the law or to follow safety rules, etc.

Members also undertake to purchase all professional insurance required by their activity enabling the risks incurred by their clients during the tours to be covered. UTF may not be held liable for incidents arising during the tours, since UTF has no means of inspecting the activities undertaken under the liability of the guides or of the service-suppliers. The Client also undertakes to purchase a civil insurance policy covering all risks which may be posed during the tour.

UTF is a technical platform based on the Internet and the associated technological means, for which UTF uses service-providers of high repute, supplying appropriate technical means (data servers, secure network, bandwidth, payment system, etc.) via contracts covering availability and intervention complying with best practice, and providing a high-quality service. However, UTF is subject to technical contingencies such as malfunction, computer failure and unavailability of the Internet or of remote servers, for which UTF cannot be held liable, and for which no prejudice may be attributed to UTF.

9. Private life and confidentiality

9.1 Introduction

For the requirements of the service UTF collects personal information relating to you. Under French law UTF is therefore obliged to declare this information to the *Commission Nationale Informatiques et Libertés* [National Computing and Freedom Commission] (CNIL)

In accordance with the provisions of law n°78-17 of 6 January 1978 amended by law n°2004-801 of 6 August 2004 relative to computing, files and freedom, on 16/10/2015 UTF, as registration n° 1897558, made to the *Commission Nationale de l'Informatique et des Libertés* (CNIL) the declaration prior to processing which it undertakes of the personal data relating to you, in accordance with simplified norm n°48 (CNIL deliberation n°2005-112 of 7 June 2005 creating a simplified norm for automated processing of personal data relative to management of clients' and prospects' files – JO [Official Journal] n°149 of 28 June 2005). The party with responsibility for processing the data relating to you is UTF. In accordance with the provisions of simplified norm n°48, only employees and service-providers of UTF, whose task consists in operating the site or improving the service, have access to your personal data. The data indicated as being obligatory in the form enabling a person to become a member of the platform requires an accurate reply by yourself. Any failure to give a reply, or any reply judged abnormal by UTF, may lead to refusal to accept your application to register for the service. The data collected by UTF in connection with the services rendered on the site is processed in accordance with the provisions of simplified norm n°48 and the "Computing and Freedom" law of 6 August 2004.

9.2 Transmission of your personal data to third parties

In accordance with the provisions of simplified norm n°48, UTF reserves the right to transmit all or part of your personal data relating to you in strict compliance with simplified norm n°48 and the "Computing and Freedom" law of 6 August 2004. Personal data can be used only if your explicit consent is obtained beforehand. UTF reserves the right to reproduce all information shown on the site(s), and in particular the advertisements published on one of the sites edited by UTF, with the aim of marketing its service on other partner sites.

9.3 Right of objection, access and rectification

In accordance with law n°78-17 of 6 January 1978, you have a right to access and rectify personal data relating to you, by contacting the Webmaster of the site at the following address: hello@bubble-globe.com. It is your sole responsibility to modify and update personal data given to UTF when you completed your online registration form. In accordance with law n°78-17 of 6 January 1978, you have the right to object, without costs and free of charge, to the personal data relating to you being used for purposes of prospecting, and in particular commercial prospecting, by UTF or its commercial partners. If your right of objection is exercised for this reason directly with regard to UTF, we undertake to communicate your objection to any of our contractual partners to whom we may have transmitted your personal data.

9.4 Security of the data

In accordance with law n°78-17 of 6 January 1978, UTF undertakes to take all relevant precautions, with regard to the nature of the data and the risks posed by the processing, to safeguard the security of the personal data relating to you and, in particular, to prevent your personal data being deformed or distorted, or being accessed by unauthorised third parties.

10. Intellectual property

All the supports used are UTF's property. UTF is a trademark registered with INPI as number XXXXXX.

Any reproduction, even partial, is subject to UTF's prior, written authorisation. Any use without such authorisation of all or part of the site or of any of its elements with constitute an infringement of copyright as defined in articles L 335- 2 and following of the Intellectual Property Code, and may lead to civil and/or criminal prosecution, exposing the offending visitor to sanctions.

11. Applicable jurisdiction

The present general terms are subject to French law. In the event of a dispute the courts with jurisdiction shall be those of UTF's registered office.