

The English translation of the Karukera Experiences Terms and Conditions of Sale is provided for the convenience of our non French-speaking customers. Regardless of this, only the original French-language version is legally binding.

## GENERAL

The present general conditions apply to the contractual relations between THE COMPANY BRUDEY MOBILITY, a french one-person simplified joint stock company (SASU) with a capital of €2,500, whose registered office is located at Rue de Fonds Chau Fond Cacao 97130 Capesterre Belle Eau - Guadeloupe, registered in the BASSE-TERRE trade register under number 888 660 776, hereinafter referred to as Karukera Experiences or BRUDEY MOBILITY or "THE COMPANY", and the passenger who purchases a transport service, hereinafter referred to as "THE CLIENT", "THE CUSTOMER" or "THE PASSENGER".

KARUKERA EXPERIENCES is a registered trademark created and operated by BRUDEY MOBILITY.

Please read this contract carefully before making a reservation; any reservation implies its prior acceptance. THE COMPANY reserves the right to modify the terms of the contract as well as the information disclosed on its website [www.karukera-experiences.com](http://www.karukera-experiences.com) and in its vehicles at any time.

The terms of the contract applicable on the day of the transfer or transport service are the terms in force at the time of confirmation of the reservation.

### 1 - PURPOSE OF THE SERVICE

THE COMPANY offers a public passenger transport service for a fee in vehicles with 5 to 9 seats (including the driver) in Guadeloupe islands. The present general terms and conditions of sale apply by right to the following services:

1. Transfer Services, in particular to maritime stations, hotels and airports, the applicable VAT rate will be 2.10%:
  - A transfer is a journey from point A to point B.
  - Any transfer made between 6pm and 7am, on Sundays and public holidays, will be subject to a 20% surcharge.
  - The advertised fare is based on a prearranged journey and cannot be changed except in the following situations which will result in additional charges:
    - i. Any additional pick-up or drop-off will be charged at €20 plus VAT + 8.5% per additional pick-up or drop-off location.
    - ii. In the case of delays or no-shows as defined in Article III-5.
  - ARRIVALS AT POINTE-A-PITRE AIRPORT:
    - Meet and greet service is provided at the airport arrivals terminal at the time of scheduled flight arrival.
    - THE COMPANY will use a welcome sign bearing the name of THE CLIENT or KARUKERA EXPERIENCES.
    - The departure is immediate and a maximum of 45 minutes waiting time will be tolerated.
    - THE CUSTOMER will then be taken to a ferry terminal, hotel or accommodation.
    - Refreshments are provided for all transfers beyond the city of Pointe-à-Pitre
  - DEPARTURE - FERRY TERMINALS & CRUISE TERMINAL :
    - Meet and greet service is provided at the arrivals terminal and/or at the exit of the station at the scheduled arrival time of the boat or shuttle.
    - THE COMPANY will use a welcome sign bearing the name of THE CLIENT or KARUKERA EXPERIENCES.
    - The departure is immediate and a maximum of 20 minutes waiting time will be tolerated.
    - THE CUSTOMER will then be driven to the Pôle Caraïbes airport, his hotel or his accommodation.
  - DEPARTURE - ACCOMMODATIONS AND OTHER ADDRESSES :
    - The time and place of pick-up from the hotel or accommodation, which was declared at the time of booking, will be confirmed with the driver at the time of THE CLIENT's arrival at the airport.
    - Drop-off at the airport or ferry terminal will be at the appropriate terminal depending on the airline or ferry company.
    - Full payment will be due for all no-shows.
    - At the time of pick-up, if a customer is more than 20 minutes late, THE CUSTOMER will be charged a waiting fee. This additional charge must be paid before the vehicle leaves.
2. Guadeloupe Chauffeur Services, the applicable VAT rate will be 8.5%:
  - This is a service during which the minivan and driver are at the disposal of THE CLIENT. The minimum charge is four hours. Any additional hour will be charged (€60 per additional hour). Any hour started is due in full.
  - The advertised rate includes a flat rate of 100 kilometres. Any excess will be invoiced according to the excess mileage (€1/ additional mile).
  - The times used will be the pick-up time and the drop-off time.
  - Discounts cannot be combined with any other form of discount.
3. Sightseeing and Island Tours in Guadeloupe (Private chauffeur service), the applicable VAT rate will be 8.5%:
  - This is a half-day (4 hours), full-day (8 hours) or on a personalised basis (not exceeding 10 hours in one day) service during which the minivan and the Driver/Guide are at the disposal of THE CUSTOMER in order to cover a thematic itinerary (cultural, sightseeing, food and culinary,...) proposed by THE COMPANY.
  - They are offered in air-conditioned 8-seater minivans with commentary provided by a Driver/Guide.
  - The language required must be stipulated when booking the service. The "Sightseeing, food and island tours" can only be guaranteed in French and English. Other languages are on request.
  - Our driver-guides are not obliged to accompany clients to the sites of visit or inside the tourist monuments. The time of the visits to the sites will be given by the driver on arrival at the sites and in accordance with the current itinerary.
  - The maximum waiting time for the driver is 20 minutes after the official departure time.
  - Departure and return times may vary depending on traffic conditions or other unforeseen circumstances.
  - Unless otherwise stated, each "Sightseeing, food and island tour" requires a minimum of four adults or children (from 5 years old).
  - Unless otherwise stated, meals and entrance fees for tourist sites are not included in the price of the Service.
  - Discounts cannot be combined with any other form of discount.
  - A discount for children under 12 years of age is granted subject to availability and provided they are accompanied by two full-fee paying adults.

In this respect, and in order to justify compliance with the regulations in force, THE COMPANY declares that it has all the authorisations, licenses and authorisations for the public transport of PASSENGERS for hire or reward, including in particular:

- The certificate of Professional Capacity for National and International Road Passenger Transportation issued by the France Ministry of Transport on 02 December 2019 # EV 1119 03277.
- And the license for the domestic transport of persons by road for hire or reward issued by the Guadeloupe Islands by the Direction Régionale De L'équipement De Guadeloupe (DEAL) on 2020 01 0000136.

THE COMPANY also benefits from the legal guarantees required for passenger transport contracts and declares that it has taken out the following insurance policies:

- Car insurance: April Entreprise.
- RC Pro: Hiscox.

## II- RESERVATION PROCEDURES AND CONCLUSION

### 1. Reservation procedure

Reservations are subject to availability.

Before booking, THE CLIENT must read the General Terms and Conditions of Sale carefully. THE CLIENT expressly accepts that the Booking of the Service constitutes acceptance of THE COMPANY's rates and the General Conditions. Before confirming the Reservation, THE CLIENT will have the opportunity to check that there are no errors in the data entered. THE CLIENT will then have the possibility, if necessary, to modify these data and to validate the Reservation.

If THE COMPANY can perform the Service in the conditions requested by THE CLIENT, THE COMPANY will confirm the Booking. If the Service cannot be provided in the conditions specified in the Booking, THE COMPANY will inform THE CLIENT. THE COMPANY will not be liable if a Booking cannot be accepted for any reason.

THE COMPANY does not guarantee that the Service will be available at the time and date chosen by THE CLIENT. In this case, THE CLIENT's booking request will be rejected without liability to THE COMPANY.

If THE CLIENT is a BUSINESS, he/she shall provide THE COMPANY with the business details for the purposes of invoicing.

THE CLIENT guarantees the truthfulness and accuracy of the information he/she provides to THE COMPANY and acknowledges that THE COMPANY cannot be held liable in the event that THE CLIENT makes an error in entering his/her billing information.

Reservations less than 48 hours before the scheduled time of a transport service can only be made by phone.

THE CLIENT has 3 options to book the service of THE COMPANY:

- 1. Via the website [www.karukera-experiences.com](http://www.karukera-experiences.com)**
  - I consult the information on the page of the desired service.
  - I fill in the necessary information via the form.
  - I receive a proposal email from THE COMPANY.
  - I check that the information given is correct and validate my booking.
  - I pay for the journey/service by credit card
  - I will receive a confirmation of my booking by email.
  - On the day, my karukera Experiences driver sends me a text message 10 minutes before my pick-up.
- 2. By phone on +590 690 703 555**
  - I call and make my reservation with THE CUSTOMER service.
  - The advisor tells me the fixed price of the service.
  - An email is sent to me with the summary of my booking and a link to make the payment.
  - Once the payment is validated, I receive an email confirming my reservation.
  - On the day, my karukera Experiences driver sends me a text message 10 minutes before my pick-up.
- 3. By email : [info@karukera-experiences.com](mailto:info@karukera-experiences.com)**
  - I send my request for a service (transfer, chauffeur service, tours, ...) by email.
  - customer service informs me of the price and availability by email.
  - I confirm my request and payment via a booking link.
  - THE COMPANY registers my booking and sends me confirmation of the booking by email or, failing that, by SMS.
  - On the day, my karukera Experiences driver sends me a text message 10 minutes before my pick-up.

### 2. Changes to Booking

#### a. Reservation Changes By You

Changes to the Order may be made by email at least 48 hours before departure or by phone up to 24 hours before departure. Changes are made within the limits of availability for an equivalent order, itinerary and number of PASSENGERS. Any modification to the contract may lead to a readjustment of the agreed price.

If the proposals put forward by THE COMPANY are rejected by THE CLIENT, THE CLIENT shall be free to renounce his initial order and to proceed to its cancellation under the following cancellation conditions (3 Cancellation Conditions).

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*b. Reservation Changes By Us*

It is unlikely that we will need to make any changes to your booking, but there may be times when we do and we reserve the right to do so at any time. Most of these changes will be minor and we will inform you or your travel agent as soon as possible.

There may be times when we need to make a major change to your confirmed arrangements. This may include, for example, a major change to your itinerary, the complete absence of one or more destinations, or the late arrival of a cruise ship at the destination where your arrangements are to take place, preventing you from participating in the tour for all or a substantial part of its duration. We also reserve the right in all circumstances to cancel your booking. For example, if the minimum number of customers required for a particular arrangement is not met, we may have to cancel it.

If we have to make a major change or cancel, we will inform you or your travel agent as soon as possible and, if there is time to do so before the start of the tours, we will offer you the choice of:

1. (for major changes) to accept the changed arrangements ;
2. obtain a refund of all monies paid or ;
3. accept an offer of alternative arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of lesser value).

You must inform us of your choice within 7 days of our offer. If you do not do so, we will assume that you have chosen to accept the change or alternative arrangements. The above sets out the maximum extent of our liability for changes and cancellations and we will not be liable for any expenses or losses you may incur as a result of a change or cancellation. In very rare circumstances, we may be forced by 'force majeure' (see paragraph 4 Force majeure) to change or cancel your arrangements after departure. If this happens, we will not make any refunds (unless we obtain them from our suppliers), we will not pay you any compensation and we will not pay any costs or expenses you incur as a result.

### 3. Cancellation conditions

A. From THE CLIENT

*a. Cancellation for a TRANSFER*

Any cancellation by THE CLIENT must be notified to us by email or phone, whatever the reason, the following amounts will be due as fixed penalties:

- If you cancel at least 2 full days before the transfer, no cancellation fee will be applied.
- If you cancel within 2 full days of the transfer, a cancellation fee of 50% of the total price will be applied.
- If you cancel on the day of the transfer, a cancellation fee of 100% of the total price will be applied.

*b. Cancellation for "Chauffeur Services" and "Sightseeing, food and Island Tours":*

Any cancellation by THE CLIENT must be notified to us by email or phone, whatever the reason, the following amounts will be due as fixed penalties:

- If you cancel at least 7 full days before the scheduled departure or start time of the service, no cancellation fee is applied.
- If you cancel between 3 and 6 full days before the scheduled departure or start time of the service, a cancellation fee of 50% of the total price will be applied.
- If you cancel within 2 full days of the scheduled departure or start time, a cancellation fee of 100% of the total price will be applied.

*c. Cancellation for "Chauffeur Services" and "Sightseeing, food and Island Tours" for cruise ship passengers:*

Any cancellation by THE CLIENT must be notified to us by email or telephone, whatever the reason, the following amounts will be due as fixed penalties:

- If you cancel at least 7 full days before the scheduled departure or local start time, no cancellation fee will be applied.
- If you cancel between 3 and 6 full days before the scheduled departure or local start time, a cancellation fee of 50% of the total price will be applied, unless cancellation is a result of (i) your ship's inability to dock and/or disembark passengers; or (ii) the excursion, event or activity vendor's inability to operate your respective excursion, event or activity and written notice is received by us within twelve (12) days.
- If you cancel within 2 full days of the scheduled departure or start time of the service, a cancellation fee of 100% of the total price will be applied, unless cancellation is a result of (i) your ship's inability to dock and/or disembark passengers; or (ii) the excursion, event or activity vendor's inability to operate your respective excursion, event or activity and written notice is received by us within twelve (12) days.

*d. Applicable refunds will be processed within thirty (30) days of the date we receive your cancellation request back to the original method of payment or by bank transfer.*

B. From THE COMPANYY

If THE COMPANYY has to cancel a booked Service, THE CLIENT will be notified as soon as possible and will receive written confirmation by email, phone or text message.

THE COMPANYY shall not be held responsible in the event of a change in the time of an air or sea carrier. However, it will do its utmost to adjust its organisation to the new schedule. If necessary and after a waiting time of forty-five (45) minutes for a flight and twenty (20) minutes from another address (station, hotel, etc.) in relation to the time initially planned, THE CLIENT will be informed of the cancellation of the transfer and will have to find another means at his own expense. The transfer provided by THE COMPANYY will be due and not refunded.

In the event that THE COMPANYY cancels the transport service less than one hour before the scheduled departure time and has not been able to provide an alternative means of transport, THE COMPANYY undertakes to reimburse the difference between the cost of the alternative means of transport (other road passenger transport services for hire or reward) used by THE CLIENT and the original cost of the order on presentation of an original invoice for the same. THE COMPANYY undertakes to find all possible solutions so that the impact of the problem is minimal.

Applicable refunds will be processed within thirty (30) days from the date of receipt of your cancellation request by the original payment method or by bank transfer.

#### 4. Force Majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to breakdown or malfunction of computers and/or telecommunication networks preventing the availability of online services, strike, demonstration, bad weather, traffic accident disrupting traffic, traffic jam of unusual magnitude, unavailability of taxis, epidemic or pandemic, war, threat of war, civil war, terrorist activity and its consequences or the threat of such activity, riot, act of a government or other national or local authority, including port, air or water authorities, industrial dispute, closure of a port or ferry terminal, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea and water conditions and all similar events beyond our control or that of the supplier(s) and partner(s) concerned.

#### III- Conditions of care

The execution of the contract starts when you are picked up at the place of the previously agreed meeting.  
The final removal of THE CUSTOMER terminates the contract.

##### 1. Departure and arrival procedure

THE CLIENT must get into the vehicle as soon as it arrives at the address indicated, or at the time of booking agreed.

THE CLIENT is informed that the vehicle has arrived at the address indicated by SMS sent to the mobile phone number communicated at the time of the order. Otherwise, if THE CLIENT did not wish to communicate the mobile phone number of the passenger when ordering, the vehicle is deemed to have arrived at the address indicated at the end of the period communicated to THE CLIENT when ordering.

THE CLIENT undertakes to present himself to the driver, as well as any person accompanying him, in an outfit and with luggage that does not affect the cleanliness of the vehicle.

As soon as THE CLIENT is picked up, he/she is responsible for any damage/repair he/she may cause to the vehicle during the journey. Any behaviour likely to soil or damage the interior of the vehicle will be subject to a "vehicle damage charge". It is hereby specified that the driver may refuse any person who is obviously drunk or whose behaviour could harm the smooth running of the journey.

The driver may refuse to pick up any customer whose behaviour is inappropriate for the comfort or safety of the vehicle's PASSENGERS (drunkenness, presence of a dirty animal, presence of an animal weighing more than 8 kg and not placed in a cage), or presents a danger to the vehicle, as well as due to incorrect information provided by THE CUSTOMER.

It is agreed that THE CUSTOMER undertakes to behave in the Vehicle in a manner that is not contrary to the rules of common sense and in compliance with the French laws and regulations in force.

These rules include the wearing of seat belts and the prohibition of smoking, the consumption of alcohol, the consumption of food and the transport of inflammable, explosive, corrosive, toxic or illegal substances. Failure to comply with this stipulation shall render THE CLIENT liable.

THE COMPANY reserves the right to refuse access to the Vehicle or to disembark any Customer who contravenes the regulations or whose behaviour is clearly likely to present a risk to the Vehicle, THE COMPANY, the Driver, other PASSENGERS or third parties without the latter being able to demand any form of refund or compensation.

In certain circumstances, THE COMPANY reserves the right to provide Customers with a replacement vehicle which may not bear THE COMPANY's logo and is not the same model as the one shown on the Site.

##### 2. Delay

Flight delays from the original scheduled time of up to 45 minutes are included. For flight delays of more than 45 minutes, you must contact the driver to request that the vehicle wait for you.

As with ferry or boat delays, delays from the original scheduled time of up to 20 minutes are included. For delays of more than 20 minutes, you must contact the driver to request that the vehicle wait for you.

Any delay of the passenger(s) in relation to the pick-up time indicated in the confirmation email or SMS will result in an increase in the price of the service, if THE CUSTOMER informs the driver by telephone on 0059 690 70 35 55, according to the following terms:

- Up to 15 minutes late: €10
- From 15 to 30 minutes late: €25
- For every additional half hour of delay: €25

After the fifteenth (15) minute delay in addition to the free waiting time, the driver is free to continue his journey.

Payment of these surcharges shall be made at the latest when the passenger(s) get(s) into the vehicle.

##### 3. Itinerary

The Driver will choose the route that he considers to be the most appropriate. Unless otherwise specified by THE CUSTOMER at the start of the Service, THE CUSTOMER will be deemed to have accepted the route. If THE CUSTOMER prefers an alternative route, THE CUSTOMER shall inform the Driver at the start of the Service.

THE COMPANY and the Driver reserve the right to refuse additional stops during the service.

Additional charges apply where the Service goes beyond the destination specified in the Booking, where THE CUSTOMER requests stops or detours, where there are waiting times beyond the time specified in the Booking or where the journey was not originally fixed, for example if no specific destination was specified. There is no obligation on the part of the Driver to accept changes from what was stated in the Booking.

THE COMPANY reserves the right to modify the routes and timetables in order to establish the most coherent route, particularly in collective services.

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#### 4. Damage to the vehicle

PASSENGERS are responsible for any damage caused by them to THE COMPANY's vehicle. Any damage to the vehicle caused by PASSENGERS will be charged to THE CLIENT. THE CUSTOMER is obliged to note and inform the driver of the vehicle if any damage is found before the start of the journey. THE COMPANY reserves the right to note any damage even after the vehicle has been returned to our garage until the next rental.

In the event of damage to the vehicle by THE CLIENT or the persons accompanying THE CLIENT, cleaning and/or repair costs for the vehicle, in the fixed amount of €90 including VAT, will be deducted from THE CLIENT's registered payment card, which is expressly accepted by THE CLIENT.

If no payment card is registered, THE COMPANY will send an invoice to THE CUSTOMER, which the latter undertakes to pay.

#### Vehicle availability

In certain circumstances, THE COMPANY reserves the right to provide Customers with a replacement vehicle that may not bear THE COMPANY logo and is not the same model as the one shown on the Site.

THE CUSTOMER agrees that THE COMPANY may subcontract the service to another passenger transport company. The carrier so engaged shall be responsible for all obligations arising from the contract.

#### 5. Luggage - passengers

The baggage allowance is accepted in the size and weight of one suitcase of 25 kg per passenger, including a cumulative size of 158 cm (length + width + depth) and one piece of hand luggage of a maximum size of 55x40x20 cm.

All additional luggage must be indicated at the time of booking with a surcharge in effect (€5 per item).

All special luggage such as bicycles, golf bags, canteens, trunks, kitesurfing, bicycle cases, etc... must be indicated in advance at the time of your booking with a surcharge in effect (€15 per piece of luggage).

In order to ensure the safety of PASSENGERS, luggage must be deposited in the areas reserved for this purpose. It may not be carried on board the Vehicle in seats.

For safety reasons, the following products are not permitted in baggage: compressed gas, including defensive cans, aerosols, butane gas, explosives, flammable, corrosive, oxidising, irritating or toxic products.

Luggage on board is treated with the utmost care, but remains the sole responsibility of the traveller who must ensure that his or her suitcase is loaded before each departure.

The carrier is not responsible for packages or hand luggage left in the vehicle, whether or not they are under the driver's supervision or locked or unlocked.

We cannot be held responsible for the loss, damage or theft of luggage, money, jewellery, glasses, souvenirs, mobile phones, cameras, etc. left in the vehicles by THE CLIENTS.

The driver may refuse luggage which is excessive in weight or size, as well as luggage which he considers detrimental to the safety of the transport.

Any object found in a vehicle will be deposited at THE COMPANY's head office and THE CLIENT may recover it within 3 months from the date of execution of the Service.

The maximum number of PASSENGERS in the vehicle (including the Driver) must not exceed the maximum number of PASSENGERS stated in the technical specifications of the vehicle. The Driver and/or THE COMPANY reserves the right to refuse a passenger exceeding these limits.

#### 6. Animals

The regulations concerning the transport of animals in shuttles must comply with the following standards:

- Previously indicated at the time of booking, installed in a transport cage provided for this purpose. In all cases, the animal may not leave its cage while it is inside the vehicle.
- The transport of animals travelling in the cabin is free of charge. For animals travelling in the hold and in a cage, a supplement of €15 is applied.
- It is essential to indicate any special features on the booking form to ensure that the transfer complies with road regulations and passenger comfort.
- Small, non-hazardous pets (less than 5 kg) are tolerated provided they are carried in a closed basket kept on the lap.
- Dangerous animals, including 1st or 2nd category dogs, are not allowed on board.
- Guide dogs of blind PASSENGERS are allowed on board, as well as those in training, upon presentation of proof.
- In any case, the animals must not inconvenience the other clients and/or be a nuisance to them and/or soil the vehicle in any way. The animal is under the responsibility of THE CLIENT.

#### 7. Insurance

THE COMPANY is covered by a Professional Liability insurance policy, as well as by an insurance policy covering damage caused by the driving of the vehicle for any damage that may be caused to a third party and/or to his passenger. These insurances do not apply to cases of theft, loss or damage to objects owned by THE CLIENT (luggage, personal effects), including if they have been "entrusted" to the driver.

#### 8. Minors and Child Seats

Baby seats are not provided by THE COMPANY.

The request for a child seat must be explicitly made at the time of booking. If, on the day of the transfer, it is found that such equipment was necessary without having been provided for by THE CLIENT, THE COMPANY may proceed with the cancellation of the service under the conditions provided for cancellations

attributable to THE CLIENT occurring less than 24 hours before the scheduled time of the service. The Carrier accepts no responsibility for any omission or cheating regarding the age of children declared by their parents, who are the responsibility of the person paying for the tickets.

Customers who bring their own child seats must take full responsibility for the fitting of the seat and the safety of the child sitting in it. All children occupying a seat will be asked to pay the full fare.

A child seat or booster seat is available on request only and subject to availability at the time of booking. The provision of a second child seat or booster seat will be subject to a supplement of six (6) euros.

Access to the passenger transport service is open to people of legal age. Minors over the age of 16 are also allowed to subscribe to Karukera Experiences services.

Any use of the Karukera Experiences booking service is made by the minor under the full responsibility of the holder of parental authority.

In addition, THE COMPANY and the driver cannot be held responsible if the minor passenger must be accompanied by the holder of parental authority and the latter is absent.

## 9. Liability

### A. Corporate responsibility

The Vehicles made available to THE CUSTOMERS comply with the technical standards imposed by the French regulations in force.

The drivers are professionals with a valid driving licence and a medical aptitude certificate issued by the Prefecture. They are required to comply with the regulations of the Highway Code.

THE COMPANY undertakes to carry out the Service as quickly as possible and under optimum security conditions.

THE COMPANY shall not be liable for any errors made by THE CLIENT in entering the information required in the online forms, or in the event of fraudulent use by a third party of THE CLIENT's identity or means of payment identified on an order or reservation request.

THE COMPANY shall also not be held responsible for damages of any kind that may result from the temporary unavailability of the Site or the interruption of the connection between THE CLIENT's terminal equipment and the Karukera Experiences Site when placing an order or requesting a reservation.

The COMPANY shall not be held liable for the total or partial non-performance of the contract if the performance or poor performance of the contract is attributable either to the CUSTOMER, or to the unforeseeable and insurmountable act of a third party unrelated to the provision of the service, or to a case of force majeure and more generally in the following cases preventing the performance of the contract under normal and expected conditions and recognised as a case of force majeure: breakdown or malfunction of computers and/or telecommunication networks preventing the availability of online services, strike, demonstration, bad weather, traffic accident disrupting traffic, traffic jams of an unusual magnitude, unavailability of taxis, epidemic or pandemic.

It is expressly agreed that delays attributable to THE CLIENT and to transport delays due to unforeseen traffic difficulties (traffic jams, accidents, detours, weather conditions, various events, etc.) do not give rise to any compensation of any kind. In the event of delay at an airport, railway station or any other meeting place, any hotel, restaurant, train, taxi or other expenses incurred as a result of the delay will not be covered by THE COMPANY. If THE CLIENT decides of his own accord to use other means of transport than those proposed in the quote, for whatever reason, he will not be entitled to any compensation.

THE COMPANY cannot be held responsible for longer travel times. In the case of long journeys and/or journeys to ferry terminals and airports, it is THE CLIENT's responsibility to take sufficient precautionary measures to compensate for any traffic or other hazards. THE COMPANY recommends that THE CLIENT take an additional 50 minute margin of safety to ferry terminals and 90 minutes to airports in normal traffic conditions and cannot be held responsible for the consequences of traffic conditions.

### B. Customer's responsibility

THE CUSTOMER is obliged to respect the scheduled times and the procedures described in these General Conditions.

THE CUSTOMER is not authorised to choose the route or to change the pick-up and drop-off addresses and locations communicated when booking the Service.

Any damage or deterioration to the equipment or the Vehicle by THE CUSTOMER will be charged for the repair or repair or replacement of the equipment.

## 10. Prices

The prices charged by THE COMPANY are fixed in advance and take into account the distance to be travelled, the expected duration of the journey, the time, date, number of PASSENGERS and options chosen.

Prices are generally set per person or per trip and include all taxes.

Prices do not include gratuities, personal insurance and meals unless specifically mentioned on the service detail page.

THE COMPANY may revise the prices of the services at any time and without prior notice, but the changes shall only apply to future orders.

It is reminded that the prices of the services displayed on the site [www.karukera-experiences.com](http://www.karukera-experiences.com) are the result of the rates charged by THE COMPANY for the services it provides.

The prices of the services invoiced to THE CLIENT correspond to the prices in force on the day of the final confirmation of the order or the booking request by THE CLIENT on the website. The price of the services as indicated in the summary of the booking request before any final confirmation by THE CLIENT corresponds to the total amount of the services due by THE CLIENT, including any extras selected. The price of the services is indicated in the order confirmation email sent by THE COMPANY.

THE CLIENT is provided with an estimate of the price of the journey at the time of booking on the website. The final Price invoiced to THE CLIENT will be calculated when the execution of the Service is completed and may include a waiting fee if the Passenger has arrived later than the time specified in the Reservation. It may also be different from the advertised package if the Passenger has requested additional services: stops, stopovers, detours, change of destination.

Upon receipt of an invoice, Professional Clients (travel agencies, companies, public bodies, etc.) may pay the amount corresponding to Transfers carried out on behalf of their representatives (employees, clients and suppliers) within 30 days for regular Professional Clients only. Occasional Professional Clients will have to pay the amount due before the service is performed.

THE COMPANY issues a paper or electronic invoice, indicating the amounts to be paid by the Professional Client and the due date for payment.

THE COMPANY will send THE CLIENT the detailed invoice for the service by email, unless THE CLIENT expressly requests that it be sent by post.

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The issue of a bill (invoice) is obligatory when the amount of the journey is equal to or greater than €25 including tax, or for any amount when THE CLIENT requests it.

#### **11. Terms of Payment and Transaction Fees**

Unless other terms are expressly provided for in the special conditions, payment of the price shall be made in cash when the order is placed. No order can be taken into account without full payment on this date.

With the exception of the chauffeur services and tours, a deposit of 30% of the order is required when the buyer places the order. The remainder must be paid at the latest one week before the execution of the service.

Credit card processing is carried out by SumUp on behalf of THE COMPANY. SumUp accepts payments made by Mastercard, Visa and American Express. SumUp's security level is one of the highest in the Internet banking market.

The data is secure and encrypted, at no time does SumUp and Company have access to these numbers. For more information on this platform please visit their website at:

[sumup.com](https://sumup.com)

Please also note SumUp's privacy policy at the following address:

[sumup.com/privacy/](https://sumup.com/privacy/)

You will not be charged any fees or commissions on your transactions in exchange for using SumUp.

THE COMPANY also accepts, under certain conditions, payments in cash, and for business customers payments by bank transfer.

#### **12. Tip**

Tipping is not mandatory and is left to the discretion of THE CLIENT.

#### **13. Withdrawal period**

You are informed that, pursuant to Articles L. 121-16-1 and L. 121-21-8 of the French Consumer Code, THE COMPANY's transport services are not subject to the application of the right of withdrawal provided for in Articles L. 121-20-12 et seq. of the French Consumer Code in relation to distance selling.

#### **14. Language, applicable law and jurisdiction**

In the event of any discrepancy or conflict between the English and French versions of the Terms and Conditions, the French version shall prevail. The English version is provided for information purposes only.

The General Conditions and any related contract shall be governed by and construed in accordance with French law.

THE CLIENT and THE COMPANY shall attempt to resolve amicably any dispute arising out of or relating to the Terms and Conditions of Sale. Any dispute arising out of or relating to the General Terms and Conditions of Sale which has not been resolved within [thirty (30)] working days of the initial claim made by THE CLIENT and/or THE COMPANY shall be subject, subject to applicable law, preferably to the jurisdiction of the Tribunal de Commerce de Basse-Terre.

#### **15. Personal data**

The Service, which is the subject of these general terms and conditions, is subject to the regulations applicable to the protection of personal data, in particular REGULATION (EU) 2016/679 OF THE PARLIAMENT AND OF THE COUNCIL of 27 April 2016 ("RGPD") and any other legislative or regulatory text that may supplement or replace it (the "Applicable Regulations").

The personal data, communicated by the CUSTOMER when registering on the website [www.karukera-experiences.com](https://www.karukera-experiences.com) or the mobile applications and those collected during each race, are mandatory and relevant for the performance of the Service. Without this information, the COMPANY's Service could not be provided.

This information is :

the telephone number presented by the CLIENT,  
the recording of the telephone conversation,  
the surname and first name of the passenger(s) and the e-mail address,  
details of the journey made,  
connection data, usage data, location data  
and data relating to the CLIENT's payment card (card number, expiry date, visual cryptogram).

The COMPANY reserves the right to record and store, for evidentiary purposes and in order to optimise the efficiency of the order management process, all information relating to calls received via its main number indicated on the website, orders placed via the website or mobile applications, the CLIENT's identification data and journeys made.

The COMPANY may also use the CUSTOMER's personal data to send them commercial offers by e-mail or SMS, subject to their consent, which may be of interest to them, particularly via its newsletter. In all cases, the CUSTOMER has the right to object to receiving this information, in accordance with the instructions given by the COMPANY in its mailings.

Personal data is only transmitted to the COMPANY's service providers and partners for the exclusive purpose of performing the Service, invoicing and monitoring the commercial relationship with the CLIENT.



In order to ensure the security and confidentiality of the personal data collected as part of its Service, the COMPANY implements organisational, technical, software and physical digital security measures to protect personal data against alteration, destruction and unauthorised access. However, it should be noted that the Internet is not a totally secure environment and the COMPANY cannot guarantee the security of the transmission or storage of information on the Internet.

In accordance with the applicable regulations, the CUSTOMER has the right to request access, rectification and deletion of data concerning him/her and to object to the processing of such data within the limits provided for by law.

In order to exercise these rights, the CLIENT may, at his discretion, either send an e-mail via the COMPANY's website ([www.karukera-experiences.com](http://www.karukera-experiences.com)), or send a letter to the COMPANY: Brudey Mobility SASU, Rue Fonds Chauds, 97130 Capesterre-Belle-Eau, enclosing a copy of his identity card.

Furthermore, the CUSTOMER is informed of his right to register on the BLOCTEL list of opposition to telephone canvassing in accordance with the legal provisions.

To complete this information, the CUSTOMER shall consult the COMPANY's "PERSONAL DATA" policy on the website [www.karukera-experiences.com](http://www.karukera-experiences.com) and the mobile applications.

#### **16. Late fees**

In the event of total or partial non-payment by the due date indicated on the invoice, THE CLIENT shall be liable to pay interest at a rate of 1% per month, with each month started being counted, in addition to a fixed penalty of €40 for collection costs in accordance with the law of 22 March 2012.

Late payment penalties are payable without the need for a reminder (c. com Art L.441-6).

#### **17. Severability**

To the extent possible, each provision of the Terms and Conditions shall be interpreted so as to be effective and valid under applicable law. In the event that one or more of the provisions contained in the General Terms and Conditions are for any reason held to be invalid, illegal or unenforceable (or enforceable), that provision shall be ineffective to the extent of such invalidity, illegality or unenforceability without discrediting the remainder of that cause, unless such interpretation is unreasonable.

#### **18. Image Rights and Permission to Publish**

By accepting these General Terms and Conditions, THE CUSTOMER expressly authorises THE COMPANY to photograph or film him/her during the performance of the transport service and to use the photos, videos or sounds on any medium for a period of 5 years. This authorisation also applies to all persons accompanying the client. The purpose of this authorisation is to ensure the national and international promotion of the COMPANY's services on its websites, brochures, social network accounts, commercial presentations or in tourist guides.

The CUSTOMER is informed that it is his/her responsibility to inform THE COMPANY in writing, at the beginning of the service, of any opposition to this practice.