

GENERAL TERMS AND CONDITIONS OF SALE AND USE OF THE SITE

Effective as of 25/04/2017. *Updated on March 18, 2025*

1. DEFINITIONS

Each time they are used in these General Terms and Conditions of Sale and Use of the Site or in relation to their execution, the terms shall have the meaning given to them in the definitions set out below:

- Producer: refers to REALS CANOE KAYAK, a SARL company with a capital of 1,000 euros (one thousand euros), registered in the R.C.S of Béziers under the number 521 978 536, with its head office at Route de Murviel – RD 36 – 34460 Cessenon sur Orb. It provides the Service ordered to the Beneficiaries of the Voucher.
- User(s): refers to any person(s) using the Site to consult the Services offered by the Producer, to make online reservations, and, if applicable, to pay for the Services subscribed to. The User may or may not be the Beneficiary of the Service. If not a Beneficiary, they must ensure the ability of each Beneficiary to participate in the Service before any Order.
- Beneficiary(ies): refers to the person(s) indicated as being the beneficiary(ies) of the Service at the time of the Order.
- Party(ies): refers jointly or separately to the User and/or the Producer.
- Service(s): refers to the service or product offered for sale on the Site and provided by the Producer for the benefit of the Beneficiary(ies) in exchange for the Voucher.
- Order(s): refers to the reservation(s) and online payment(s), via the Site, of a Service of the Producer by a User.
- Voucher: refers to the document sent to the User by email upon validation of their Order, which must be handed over by the Beneficiary to the Producer as payment for the chosen Service at the time of purchase. The Voucher includes: the name of the Beneficiary provided at the time of purchase on the Site, the face value of the Voucher, its purchase date, the designation of the Service, a unique identification number.
- Site: refers to the Producer's website accessible at the address www.base-reals.com

2. PURPOSE

These General Terms and Conditions of Sale and Use of the Site aim to define the conditions and methods under which the Producer offers for sale and sells, via its Site, Services to Users. They constitute a Contract between the User and the Producer. These General Terms and Conditions of Sale and Use of the Site come into force as of April 25, 2017. They cancel and replace all previous versions. Consequently, any Order from the User implies its acceptance without exception or reservation and its full and entire adherence to these General Terms and Conditions of Sale and Use of the Site, which prevail over any other document, except for specific conditions expressly agreed in writing by the Producer. By accessing this Site and/or making Orders, the User declares and acknowledges having read, understood, and accepted the terms of sale and use of the Site prior to their Order, in respect of third-party rights, and in accordance with applicable law.

The User acknowledges and accepts that access to the Site may be restricted and/or its use subject to specific conditions. The Services available on the Site are reserved for natural persons of legal age, excluding any sale to professionals or for resale to third parties. Users who order via the Site, regardless of their place of residence or connection, are deemed to be purchasing in France and are therefore subject to French law.

3. PURCHASE AND RESERVATION OF A SERVICE

3.1. REQUIRED CONDITIONS

Any User purchasing a Service must be at least 18 years old and legally capable of contracting. Any person making an Order on the Site guarantees the Producer the accuracy of the information provided by them and personally commits to the persons registered for the same Service.

3.2 DESCRIPTION OF SERVICES

When reserving a Service, it is up to the User to verify the precise content of the Service offered. The Producer strives to describe the Services offered on the Site as accurately as possible. However, the Services may be subject to modifications, which will be notified to the User as soon as possible. The duration of the Services offered is indicative; the User may not claim a variation in this duration linked to the nature of the activities and/or the circumstances in which they were practiced. The photos on the Site are non-contractual. The Services do not include transportation to the meeting place at the Producer's premises.

3.3. RESTRICTIONS

Certain activities are only accessible under certain conditions (physical, meteorological, natural, or other). In addition, certain activities are only accessible under certain health, age, weight, or skill conditions. These conditions are indicated for each Service on the Site. The Producer reserves the right to refuse the requested Service or to postpone the reservation if the required conditions are not met by the Beneficiary(ies). Due to the nature of certain activities, the Producer may ask the Beneficiary to sign a waiver of liability or to deposit a security check. The Producer may also require the Beneficiary(ies) to produce any certificate of aptitude required for the practice of certain activities. In all these cases, the Producer may not be held liable to compensate the User and/or the Beneficiary(ies) in the event of their inability to participate in the Service due to failure to meet the required conditions. We may have to cancel a service for exceptional reasons beyond our control (weather conditions, fire, natural disasters). In this case, a postponement date will be offered if possible. If not, the service will be refunded to the user.

3.4. AVAILABILITY

The Producer strives to update the availability of its Services in real-time. However, given the simultaneous connections of different Users, it is possible that a Service appearing as available at the date and time chosen by the User at the time of viewing the descriptive sheet may no longer be available at the time of validation of the Order by the User. This is why, for each Order, the availability of the Services is systematically verified by the Producer. If the Producer informs the

User of the unavailability of the Service subsequent to the validation of the Order, the contract will be null and void, and the price paid at the time of the Order will be refunded to the User, excluding any other amount.

3.5. ORDER, VALIDATION AND CONFIRMATION

The Order process on the Site is as follows: the user selects the Service(s) of their choice, the date, and the reservation time; they fill in the information requested and necessary for their reservation (including the number of Beneficiaries, names, first names, date of birth, and address of the Beneficiaries, etc.); they choose the payment method for their Order; they then validate their Order: the Contract between the User and the Producer is then validly concluded. In accordance with Article 1316-4 of the Civil Code in its version resulting from the law of March 13, 2000, adapting the law of evidence to information technologies and relating to electronic signatures, the electronic signature in the form of a "double click" associated with the authentication procedure and non-repudiation as well as the protection of the integrity of messages, has the value of a signature that manifests the consent of the Party to the obligations arising from the act. The Contract is deemed to be formed upon validation of the Order upon the second click. The Order definitively commits the User who can no longer cancel the Contract, except with the express agreement of the Producer. The contractual information will be confirmed by email, to which the invoice and the Voucher will be attached. Each Voucher includes: the name of the Beneficiary provided at the time of purchase on the Site, the face value of the Voucher, its purchase date, the designation of the Service, the date and time of reservation, a unique identification number. The Voucher is valid only for the activity and date selected on the Site at the time of the Order. The Voucher must be handed over by the Beneficiary to the Producer on the day of the Service.

4. PRICES

The prices of the Services are indicated in euros including tax and correspond to those in force on the day of the Order. The descriptive sheets of the Services on the Site mention what is included in the price. Unless otherwise stated in the descriptive sheet of the Service, the price does not include transportation to the location of the Service, accommodation and stay expenses, meals and drinks, expenses to be paid on-site, as well as any service or benefit not expressly mentioned in the descriptive sheet of the Service.

5. PAYMENT TERMS AND METHODS

Payment for the Services is made online by credit card (Carte Bleue, Carte Visa, Eurocard/Mastercard). The User must enter directly in the designated areas the card number, its expiration date, and its control code located on the back of the card. The total amount of the Order will be debited from the bank card on the day of the Order. The Producer reserves the right to suspend any management of the Order and any Service in the event of non-payment or refusal of payment authorization by credit card from the authorized banking organizations.

6. WITHDRAWAL

In accordance with the provisions of Article L.221-18 of the Consumer Code, in the event of distance selling, the buyer has a withdrawal period of 14 days from the confirmation of the order by the Producer, without having to justify reasons, nor to pay penalties, with the exception of return costs, which will remain at their expense. However, the right of withdrawal does not apply to "leisure services that must be provided on a specific date or according to a determined periodicity," in accordance with the provisions of Article L.221-28 of the Consumer Code. Consequently, the possibility of withdrawal within a period of 7 days for exchange or refund, provided for by Article L.221-28 of the Consumer Code, does not apply to dated Services reserved with the Producer.

7. EXCHANGE, POSTPONEMENT AND CANCELLATION

7.1. Cancellation by the Beneficiary

No exchanges, cancellations, or rescheduling of reservations will be accepted, except with the express agreement of the Producer. In the event of non-use, loss, or destruction of the Voucher, the Beneficiary will not be entitled to any refund. The Producer shall not be held liable for any loss, theft, or non-use of the Voucher occurring after the confirmation email has been sent, or for any inability to engage in certain activities attributable to the User and/or Beneficiary.

In the event of express agreement by the Producer, priority will be given to rescheduling the activity with a promotional code valid for ONE year, without this being enforceable by the Beneficiary. Only as a second step, and if the Producer, as a commercial gesture, offers a refund, the amount refunded will be reduced by a flat fee of five (5) Euros to cover the various associated costs.

7.2. Cancellation by the Producer

The Producer reserves the right to cancel or modify activities based on weather conditions, water flow levels, the perceived skill level of the Beneficiaries, or any doubts regarding their physical abilities.

If the activity must be canceled due to weather conditions and/or water flow levels, the Beneficiary will be offered a rescheduled date as a priority. In the event that rescheduling the activity is not possible, either due to the Producer or the Beneficiary, the activity will be refunded without any claim to compensation.

8. RESPONSABILITY OF USERS AND BENEFICIARIES

The User acknowledges having taken note of these General Terms and Conditions of Sale, as well as the information and advice included in the descriptive sheet of the Service offered and having informed the Beneficiary(ies) of said Service, if they are not the Beneficiary themselves. In addition, each Beneficiary must comply with the instructions, advice, and recommendations of the accompanying person(s). In this regard, the Producer may not be held responsible for accidents due to the imprudence of one or more Beneficiaries, and the Producer also reserves the right to expel at any time a Beneficiary whose behavior is considered dangerous to themselves or to other participants. In this case, no refund will be possible. Minors must, for all activities, present parental authorization or be accompanied by a responsible adult. The User is informed that certain activities are high-risk sports likely to cause serious physical or cerebral injuries that could result in the death of the Beneficiary(ies). The User is invited to verify that this type of activity

is compatible with the physical condition of the Beneficiary(ies). In some cases, the Producer may ask the Beneficiary(ies) to sign a waiver of liability.

9. PRODUCER'S RESPONSIBILITY

9.1 MEANS OBLIGATION

For all the Services provided, the Parties expressly agree that the Producer is subject only to a general obligation of means. The Producer undertakes to implement all means to ensure, under the best conditions, the Service ordered by the User as described on its Site.

9.2 GENERAL LIMITATION OF LIABILITY

In general, in the event that the Producer's liability is engaged due to non-performance or poor performance of the Service, or for any other reason attributable to the Producer, the Parties agree that:

- Only direct damages resulting from the non-performance of its contractual obligations are likely to give rise to compensation. Consequently, all indirect damages, and in particular any moral or commercial prejudice, loss of profit, turnover, orders, or customers, suffered by the User, the Beneficiary(ies), and/or third parties may not give rise to compensation.
- The amount of compensation that may be charged to the Producer is expressly limited to the sums received by the latter in consideration of the Service. However, the Producer's liability may not be engaged if the non-performance or poor performance of its contractual obligations is attributable to the User, the Beneficiary(ies), a third party, or a case of force majeure. Finally, the sites linked directly or indirectly to the Producer's Site are not under its control. Consequently, the Producer assumes no responsibility for the content of the sites to which the User has thus accessed.

10. FORCE MAJEURE

The obligations contained herein shall not apply or shall be suspended by right and without compensation if their performance has become impossible due to a case of force majeure or an unforeseeable event as defined by case law or for any reason not attributable to the User, the Beneficiary(ies), or the Producer. Each Party shall inform the other by any means and as soon as possible in the event of a force majeure event preventing it from performing all or part of its contractual obligations. The Parties shall implement all efforts to prevent or reduce the effects of non-performance of the contract caused by a force majeure event; the party wishing to invoke a force majeure event must notify the other party without delay of the commencement and, where applicable, the cessation of this event, failing which it may not be discharged from its liability. Furthermore, if the event were to last for more than thirty days from its occurrence, this agreement may be terminated without either the User, the Beneficiary(ies), or the Producer being able to claim damages.

11. SITE ACCES

The Producer strives to provide permanent access to the Site, i.e., 24 hours a day, 7 days a week. However, access to the Site may be suspended at any time and without notice, in particular due to failures, malfunctions, or paralysis of the network, system, and/or means of communication, as well as due to maintenance and correction interventions required for the update and proper functioning of the Site. The Producer reserves the right to modify, at any time and without notice, the content of this Site. The User undertakes not to hinder access to the Site and/or its proper functioning in any way that could damage, intercept, or interfere with all or part of the Site. The Producer may not be held liable for any direct or indirect damage due to an interruption, malfunction of any kind, suspension, or cessation of the Site, and for any reason whatsoever, or for any direct or indirect damage resulting in any way from access to the Site. The User of this Site acknowledges having the competence and means necessary to access and use this Site. The communication protocols used are those in use on the Internet. The Producer may not be held liable for elements beyond its control and for any damage that could possibly be suffered by the User's technical environment and in particular, their computers, software, network equipment, and any other equipment used to access or use the Site. It is recalled that fraudulently accessing or remaining in a computer system, hindering or distorting the functioning of such a system, introducing or fraudulently modifying data in a computer system constitutes offenses punishable by criminal penalties. Access to the Site is free. The costs of access and use of the telecommunications network are the responsibility of the User, according to the terms set by their access providers and telecommunications operators.

12. INTELLECTUAL PROPERTY

The entire Site (structure, presentation, and content) constitutes a work protected by French and international legislation in force on copyright and, more generally, on intellectual property. The Producer is the owner, or holder, of the rights to all the elements that make up this Site, including texts, data, drawings, graphics, photos, animations, and sounds. All rights, including in particular the rights of exploitation, reproduction, and extraction on any medium, of all or part of the data, files, and all elements appearing in the web pages of this Site, as well as the rights of representation and reproduction on any medium, of all or part of the Site itself, the rights of modification, adaptation, or translation, are reserved exclusively for the Producer, and its possible rights holders, subject to the prior rights of third parties having authorized the digital reproduction and/or integration into this Site, by the Producer, of their works of any nature. Any reproduction, representation, distribution, or redistribution, in whole or in part, of the content of this Site by any process whatsoever without the express and prior authorization of the Producer is prohibited and constitutes an infringement punishable by Articles L.335-2 et seq. of the Intellectual Property Code. The reproduction of texts and web pages of the Site on paper remains authorized, subject to compliance with the following cumulative conditions: free distribution, respect for the integrity and purpose of the reproduced documents (no modifications or alterations), respect for the purpose of the Site in the use of these informations and elements, clear and legible citation of the source with mention of the name of the Site, its internet address, and the copyright of the Producer. Copies of the documents contained in this Site may only be made for informational purposes and exclusively for strictly private use. Any other reproduction or use of copies for other purposes is expressly prohibited. The brands, as well as the corporate names and logos appearing on the Site, are protected. Any total or partial reproduction of these brands or these logos, made from the elements of the Site without the express authorization of the Producer or its rights

holders, is therefore prohibited, within the meaning of Article L 713-2 of the Intellectual Property Code.

13. HYPERTEXT LINKS

The Site contains hypertext links allowing access to sites that are not published by the Producer. Consequently, the latter may not be held liable for the content of the sites to which the User has thus accessed. The creation of hypertext links to the home page of the Site is authorized. Subject to prior authorization from the Producer are the links made to specific pages of the Site (deep links or "deep linking"). The URL of the target page must be clearly indicated. The user site must not present the Site as its own, must not distort the content of the Site, and must refrain from indicating clearly that the User is directed to the Site. The pages of the Site must not be embedded within the pages of another site but may be displayed in a new window. No "mirroring" of the Site, i.e., hosting at another URL, is authorized.

14. USER TRACES

The User is informed that, during their visits to the Site, a "cookie" (connection witness in the form of a small file sent to the hard disk of the User's computer) may be automatically installed and temporarily stored in memory or on their hard disk. Users of the Site acknowledge having been informed of this practice and authorize the Producer to use it. They may object to the recording of these cookies by configuring the browser installed on their system to be notified of the arrival of a cookie and to be able to refuse it. The "cookies" used on this Site and, where applicable, other captures of environmental variables, management of audit files, and opening of the directory of temporary internet files (cache), will only be used for the purposes of analysis and optimization of the Site by the Producer, who undertakes not to use them for any other purpose.

15. PERSONAL DATA

When using the Site, the User may be required to provide various personal data. The User declares to be informed of this automated processing of information, including the management of email addresses. This file has been declared to the CNIL. The Producer is declared to the CNIL under the number: 2058544 V 0. The personal data of Users is intended for the Producer, which is authorized to keep it in computer memory, to use it, as well as to communicate it to third parties or to its technical and commercial partners, in order to allow Users to use the services and to benefit Users from commercial offers for similar products or services. The User acknowledges and accepts that the Producer may be required, to comply with applicable law, to disclose personal data concerning them, in particular for the needs of a judicial procedure, to enforce the General Terms and Conditions of Sale and Use of the Site by Users, to respond to requests from police and gendarmerie authorities alleging violations of the rights of third parties, and more generally to protect the rights and interests of the Producer and its technical or commercial partners. In accordance with Law No. 78-17 of January 6, 1978, relating to data processing, files, and freedoms, modified by Law No. 2004-801 of August 6, 2004, Users have, at any time, an individual right of access, modification, rectification, and deletion of data concerning them. To exercise this right, they simply need to make the request, indicating their name, first name, email address, and the subject of their request to the Producer, by email: info@base-reals.com or by

mail: Réals canoë kayak – Rte de Murviel – 34460 Cessenon/ Orb. The provision of information marked "mandatory" is essential for the management of the User's Order. The non-provision of optional data will not result in any difference in treatment of any kind for the User. The information entered is intended for the Producer, its subcontractors, and its technical and commercial partners. Their processing is for the purpose of managing, securing, and validating the Order, combating fraud on the Internet, and sending commercial offers. If the User does not wish to receive these offers by email, they simply need to check the box provided for this purpose. The commercial offers sent may only concern the offers of the Producer and the commercial offers of its partners. A link will allow the User, with each receipt of an email, to indicate their opposition, for the future, to the receipt of new commercial offers.

16. PROTECTION OF MINORS

In application of Article 1124 of the Civil Code, non-emancipated minors are incapable of contracting. Consequently, Orders intended for minors must be placed by the persons exercising parental authority. In the event of accidental collection of personal data relating to a minor, the persons exercising parental authority have the option of objecting to its retention with the Producer.

17. MISCELLANEOUS

These General Terms and Conditions of Sale and Use of the Site express the entirety of the obligations of the Parties relating to their subject matter. The User acknowledges and accepts that the Producer's tolerance of a situation does not grant acquired rights. Such tolerance may not be interpreted as a waiver of the rights in question subsequently. If one or more provisions of these General Terms and Conditions of Sale and Use of the Site are held to be invalid or declared as such under a law, regulation, or following a final decision of a competent court, the other provisions will retain their full force and scope.

18. DISPUTES

18.1 EVIDENCE

The Producer may rely as evidence of any act, programs, data, files, recordings, operations, and other elements (such as monitoring reports or other statements) of a computer or electronic nature or format, established, received, or kept directly or indirectly by the Producer or by its technical service providers, for example in any database. In this regard, the records kept by the Producer's or its technical service providers' computer system are expressly admitted as evidence of communications between the Parties, the use of the Site, and the payments made between the Parties, and are binding in the event of a dispute. The archiving of Orders and invoices is carried out on reliable and durable media in such a way as to constitute a faithful and durable copy in accordance with Article 1348 of the Civil Code.

18.2. APPLICABLE LAW

This Contract is governed by French law, to the exclusion of any other law or convention, regardless of the place of use of the Site or the performance of the Services. This applies to both substantive and procedural rules.

18.3. JURISDICTION

In the event of a dispute or disagreement between the parties concerning the interpretation, performance, or termination of these terms, the parties agree to seek an amicable settlement. In the event of persistent disagreement, any dispute or disagreement that may arise between the parties concerning its interpretation or performance, and in application of Article R631-3 of the Consumer Code, the user may seize either one of the territorially competent courts under the Code of Civil Procedure or the court of the place where they resided at the time of the conclusion of the contract or the occurrence of the damaging event.

19. CONSUMER MEDIATOR

In accordance with Articles L.616-1 and R-616-1 of the Consumer Code, our company has set up a consumer mediation system. The mediation entity chosen is:

SAS CNPM – MEDIATION -CONSOMMATION.

In the event of a dispute, the consumer may file their complaint on the site:

<http://cnpm-mediation-consommation.eu>

Or by post by writing to:

CNPM – MEDIATION – CONSOMMATION

27, Avenue de la Libération – 42 000 Saint Chamond.

20. PRODUCER'S CONTACT DETAILS

Name: **REALS CANOE KAYAK**

Legal Form – RCS Registration No. and Place: SARL – RCS de Béziers No. 521 978 536

Address: 1, RD 36 – 34460 Cessenon sur Orb

Tel.: 04.67.89.61.65

VAT No.: FR18521978536

Email: info@base-reals.com