

Terms and conditions of sale BREIZH AVENTURES TOURISM

Version 2 - January 2021

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## Article 1. Definitions

- "**Customer**": means any individual, who creates an account on the Site or Application, in order to order and acquire one or more Routes sold on the Site and Application by BAT. The Client must have the legal capacity and act outside of any commercial or professional activity. It has the status of a consumer within the meaning of the preliminary section of the Consumer Code.

- "**Application**": refers to the mobile app "TRESORS DU MORBIHAN" edited and provided by BAT and available for free on the Apple Store and Google Play Store download platforms.

- "**BREIZH AVENTURES TOURISME**" OR "**BAT**": refers to BREIZH AVENTURES TOURISME, a one-man simplified share company with a capital of 3,000 euros, registered at the RCS in Vannes under the number 851 240 606, whose head office is located at the 7 dead end of KERET 56370 SARZEAU.

- "**Order**": refers to the act of online purchase via the Site or application of one or more Routes by the Customer.

- "**Account**": refers to the space of the Site and/or application reserved for the Customer, which connects to it via IDs. The Account allows the Customer to pass and follow his Orders.

- "**General Terms of Sale**" or "**GTS**": designate this act and Schedule 1.

- "**General Terms of Use**" or "**GTU**": refer to the terms and conditions of use of the Site and Application accepted by the User when creating their Account on the Site and/or application.

- "**Contents**": include computer programs, source codes, software, databases, music, sound, graphics, information, data, texts, images, icons, drawings, illustrations, integrated photographs on the Application and/or site.

- "**Personal data**": any information that can directly or indirectly identify the customer, a natural person. These include, for example, his name, first name, email and postal addresses, location data, requested by BAT when creating the Account.

- "**ID**": refer to the login (email address) and password chosen by the Customer that allows him to access his Account.

- "**Course Sheet**": refers to the presentation of the essential features (title, location, accessibility, level of difficulty, distances and approximate durations) of the Route accessible online on the Site and/or Application.

- "**Legal mentions**": refer to legal information relating to the company BREIZH AVENTURES TOURISME <https://www.tresorsdumorbihan.fr/mentions-legales>  
Or <https://www.tresorsdumorbihan.bzh/mentions-legales>

- "**Course**" means accessible content to the Customer following their Order on the Site and/or Application, allowing them to start a game, answer questions and search for a "geocache" (place and container where a reward or "treasure" is hidden) by following clues implanted along the route.

- "**Parties**": designates the Customer and/or BAT indiscriminately.

- "**Site**": refers to the website published by BAT and accessible at <https://www.tresorsdumorbihan.fr/> and <http://www.tresorsdumorbihan.bzh> and <https://www.tresorsdumorbihan.bzh/>

- "**Seller**": refers to BAT.

- "**Visitor**" means the natural person who visits the Site or downloads the Application without creating an Account.

## **Article 2.** Seller designation

The Seller of The Course is the company BAT, as designated in Article 1 of the General Terms of Sale and/or in its Legal Mentions.

## **Article 3.** General terms and conditions of sale

### **3.1. Object**

The purpose of the GTS is to set the terms and conditions for the sale and availability of BAT Routes to the Customer via the Site and/or Application.

The Client is also committed to complying with the GTUs of the Site and/or the Application.

### **3.2. Scope**

The GTS exclusively govern the contracts for online sales and the provision of The Paths to the Customer of Consumer Status and constitute, together with the Order, the contractual documents applicable to the Parties, to the exclusion of all other documents.

GTS are applicable to all Customers regardless of nationality.

The GTS are written in French. In the event that the GVCs are translated into a foreign language, only the French version will be authentic.

### **3.3. Availability and opposability of GTS**

THE GTS are accessible at any time by the Customer on the Site and/or the Application. The GTS are directly searchable.

After each order, BAT sends the applicable GTS to the Customer by email, in a way that allows them to be stored and reproduced (in PDF format) for sale.

GTS can be communicated to the Customer by simple request by phone, email or mail. BAT's contact information is available in its Legal Mentions.

The GTS are applicable to the Customer who acknowledges, by checking a box provided for this purpose, having been aware of it and having accepted them before taking order. The validation of the Order, by its confirmation, is worth the Customer's adherence to the GTS in force on the day of the Order whose preservation and reproduction are ensured by BAT in accordance with Article 1127-2 of the Civil Code.

### **3.4. Changes to GTS**

BAT reserves the ability to modify its GTS at any time.

In the event of a change in the GTS, the applicable GVCs are those in effect on the date of the Order, a dated copy of which is given to the Customer.

### **3.5. GTS Clause**

The nullity of a contractual clause does not result in the nullity of the GTS unless it is an impulsive and determinative clause that has led one of the Parties to conclude the act.

BAT's temporary or permanent non-application of one or more GTS clauses cannot be justified in its disclaimer to the other GTS clauses that continue to produce their effects.

## **Article 4. Access to the Site and/or Application**

The Client makes his personal business of setting up the computer and telecommunications means allowing access to the Site and/or the Application.

The Customer retains telecommunications costs when accessing the Internet and using the Site and/or Application.

The Site and/or Application are accessible 24/7, subject to suspensions due to outages or network, system and/or communications failures, and/or communications, as well as maintenance and corrections required to update and function the Site and/or Application.

## **Article 5. Account**

### **5.1. Creating the Account**

To place an Order, the Customer must create an Account.

For this purpose, the Customer must register online and complete all the required fields of the registration form submitted to him. Customers are also invited to fill out the optional fields of this registration form. He must complete the registration form in a complete, accurate and fair manner.

The opening of an Account is reserved for the individual customer, who has the ability to contract.

The Client guarantees the veracity and current character of the information he communicates when creating his Account on the Site and/or Application. Customers are committed to updating the information provided directly to their Account.

Once the registration form has been completed and validated, the Client will receive confirmation of their registration on the Site and/or Application by email.

Customers have access to the history and follow-up of their past and current orders via their Account.

## **5.2. ID Security**

When creating your Account, the Customer provides a login and password. Customers can change their password at any time via their Account.

Only the combination of his IDs allows the Client to access his Account. IDs are worth proof of the customer's identity and commit him to any use made through him.

The Customer is responsible for his IDs. It must be careful not to disclose its IDs to third parties and to the security of storing this information in order to avoid hacking or dissemination to any unauthorized person.

The Customer alone bears the consequences that may result from the use of his IDs by any unauthorized person. In case of loss and/or forgetting the password, the Customer can request the reset of his password from the Site and/or Application.

Items relating to the use of the Account are retained and archived by BAT, in accordance with the commitments contained in its Privacy Charter. BAT may use it for probatory purposes.

## **Article 6. Customer commitments**

Customers must use the Site and/or Application in a fair manner and in accordance with the GTS and GTU, the rules of good conduct of the Internet and the legal rules in force.

In accordance with the stipulations of the GTU, the Client undertakes when using the Application and the use of the Routes, in particular, to:

- Check, before taking a Course, if the latter is not in maintenance to ensure the smooth running of the game;
- Follow the route recommended by BAT;
- Do not deposit or leave litter or any polluting objects on the routes;
- Respect the walls, walls, monuments, trees and plants on the Route;
- Do not enter private properties that may be in the vicinity of prescribed routes or degrade them in any way;
- Do not deposit in the caches of perishable goods, non-commercial objects, dangerous or likely to offend the sensibilities of other BAT Customers, in any way;
- Respect the road code, including for people riding bicycles.

The Customer declares and guarantees:

- that purchases of the Routes made on the Site and/or the Application are unrelated to its professional activity and are limited to strictly personal use;
- have full legal capacity, allowing it to commit to the GTS;
- choose a course adapted to his age, his abilities and physical conditions as well as those of the participants accompanying him.

The Customer is also committed to:

- provide BAT with the information necessary to execute the orders and enable BAT to carry out its own commitments;
- faithfully execute any possible transaction, order and commitments provided by the GTS.

The Customer also forbids:

- view, broadcast, download, integrate, broadcast and/or transmit, on the Site and/or the Application, any content that would be contrary to the law in force in France;
- view, transmit, download, integrate, broadcast and/or transmit, on the Site and/or the Application, any content containing computer viruses or any other code, folder or program designed to interrupt, destroy or limit the functionality of any software, computer, or telecommunications tool without this enumeration being limiting;
- obstruct or disrupt the execution of the Site and Application;
- use the Site and/or Application in a way that could, in any way:
  - o infringing on the rights and interests of third parties;
  - o render unusable, overload or damage the Site and/or Application;
  - o Harm and prevent the normal use and enjoyment of the Site and/or Application to Other Customers;
- attempt to mislead BAT by impersonating other people;
- counterfeit the distinctive signs or otherwise manipulate them in such a way as to conceal the origin of the Content transmitted via the Site and/or Application;
- reproduce, copy, resell, or exploit for any commercial purpose, all or part of the Routes, its rights to use the Routes, any use of the services, or any right of access to the services rendered on the Site and/or the Application.

## **Article 7. Course**

### **7.1. Features**

The proposed Routes are each the subject of a description on the Route Sheets accessible on the Site and/or the Application mentioning their essential characteristics within the meaning of Article L. 111-1 of the Consumer Code.

Photographs illustrating the Routes are not a contractual document.

### **7.2. Choice**

The Customer, having learned about the Route and its characteristics, chooses under his sole responsibility and according to his desires as he has previously determined them before any Order, the Route he orders.

### **7.3. Availability**

The available routes are presented and accessible online on the Site and/or the Application via the "Discover Our Journeys" tab.

BAT reserves the right to evolve the available Routes, modify them and/or remove them at any time, without first notifying the Visitor and/or the Customer.

## **Article 8. Command**

### **8.1. Ordering Process**

In accordance with Article 1113 of the Civil Code, the contract is formed by the meeting of an offer of a Course by BAT and an acceptance on the part of the Client.

Customers can order from BAT via their Account by entering their IDs.

The Order is then materialized by the complete completion of the following Order process as planned on the Site and/or Application, namely:

1. Select the desired route;
2. Click on the "Buy" tab;
3. Check your order on the "Summary of Your Purchase" page on the website or "Buy a Route" on the app;
4. Click "I have read and I accept the terms and conditions of sale";
5. Click on the statement "I understood that I could not benefit from my right of withdrawal given the digital nature of the Route provided by BAT (not handed over on a material medium) and made available to me after validation of my Order. I therefore waive the right in accordance with Article L 221-28 13) of the Consumer Code";
6. Click on the "Finalize My Purchase" tab on the website or "Validate" on the app, or go back if the customer wishes;
7. Settle your Order via the payment system offered by the Seller on the Site or directly integrated into the App by the Apple Store and Google Play Store platforms.

The validation of the Order by the Customer requires the customer to pay the price of the Route.

Customers can correct any errors or change the information provided before their Order is validated by following the process described on the Site and/or Application.

### **8.2. Confirmation of Order**

Each Order is the subject of an acknowledgement addressed, by e-mail and within a reasonable time, by BAT to the Customer.

The confirmation email includes the following information:

- a summary of the essential features of the Route;
- a detailed indication of the price and payment method;
- information on how to make the Route available after the order;
- BAT's customer service contact information;
- information on the exclusion of the right of withdrawal;
- the address at which claims can be sent;
- a copy of the GTS.

### **8.3. Changing the Order**

Any change of order by the Customer after confirmation of his Order is subject to the acceptance of BAT.

BAT reserves the right to make changes to the Controlled Route that are related to technical development under the conditions provided for in Article R. 212-4 of the Consumer Code.

#### **Article 9. Price**

Some Routes are provided free of charge to the Customer by BAT. In this case, the Client must consult and accept the GTUs of the Site and/or Application.

Apart from this assumption, and in accordance with Article L. 112-1 of the Consumer Code, the price of the Routes listed on the Site and/or the Application is indicated in Euros, and includes all applicable taxes and charges.

The Customer cannot take advantage of any other price charged for any other method of marketing.

The total amount owed by the Customer is shown on the Order Confirmation page.

The price of the Route is the one in effect on the day of the order.

BAT reserves the right to change its prices at any time, while guaranteeing the Customer the application of the price in effect on the day of the order.

BAT reserves the ability to make, free of charge, available to Clients, Courses, which were previously paid for.

Thus, a Customer who has paid for a Course, which would be made available to other BAT Customers, free of charge, will not be able to obtain a refund of his Order under any circumstances.

On the other hand, in the event that, the passage of the Route in a free version, would take place within a maximum of fifteen (15) days following the Customer's Order, BAT undertakes to make available to the Customer, a similar Route in the form of a voucher usable by the Customer directly on the Application.

Any order will only become final after this order confirmation e-mail is sent to the Customer by BAT and the price is fully collected.

BAT recommends that customers keep this information on a paper or computer document. BAT will retain Order information for the period required under applicable laws, as set out in the Personal Data Use Policy.

BAT will always reserve the right to cancel a Course Order, even after receiving the confirmation email, in the event of a failure to confirm the actual payment of the amount claimed.

In the event of a dispute over the reality or terms of the transaction, the computer records provided by the secure bank payment server will be worth proof between the Parties.

BAT reserves the right to refuse or suspend any Order from a Customer with whom there would be a dispute over the payment of a previous order or in the process of administration.



The Customer's attention is drawn to the fact that the use of the voucher will be limited in time. The duration of use of the voucher will be clearly stated on the voucher.

## **Article 10. Payment**

The price is due in full after confirmation of the Order.

The order will be validated after payment of the price by the Customer. BAT thus reserves the right not to validate the Order if a default is proven. In any case, BAT takes care to inform the Customer.

The payment of the Routes is made by secure electronic payment by Visa/Mastercard/E-credit card, the online collection of the customer's credit card details (bank card number, expiry date, visual cryptogram) is intended to carry out the transaction and payment of the Route.

The bank details entered are then encrypted using the Secure Socket Layer (SSL) protocol and protected with a security system designed to prevent unauthorized third parties from intercepting, accessing, distorting or diverting the data for their profits.

By disclosing his bank details, the Customer agrees in advance and unconditionally that BAT proceeds with the secure transaction. The Customer therefore authorizes his bank in advance to debit his account in view of the registrations or statements transmitted by BAT, even in the absence of invoices signed by the cardholder.

BAT reserves the right to cancel any Course Order in case of refusal of authorization to pay by credit card by officially accredited organizations or in case of non-payment.

## **Article 11. Making the Route available**

### **11.1. How to make it available**

The Route is made available to the Customer on his Account after BAT confirms the Order, under the conditions mentioned in Article 8.3 of the GTS, and subject to the full payment of the price by the Customer.

The Client has only one right to use the Route in accordance with Article 17.2 of the GTS.

The Route is provided by BAT without undue delay after the confirmation of the Order.

### **11.2. Duration**

In the event that BAT wishes to remove a Route, the Client will be informed thirty (30) days before the effective deletion date of the Route, so that the latter can carry out the route before its final deletion.

The Customer benefits free of charge and automatic updates (evolutions) of the Route made and provided by BAT.

BAT reserves the possibility of temporarily or permanently deleting access to one/of the Routes in accordance with Article 16 of the GTS.

## **Article 12. Right of retraction**

In accordance with the provisions of Article L221-18 of the Consumer Code, the Consumer Customer has, as a matter of principle, a right of withdrawal of a period of fourteen (14) days following the availability of the Route, under which he can request either the exchange or the refund of his Order, without having to justify his decision.

NEVERTHELESS, IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE L.221-28-13 OF THE CONSUMER CODE, THE RIGHT OF RETRACTIONS CANNOT BE EXERCISED FOR ORDERS RELATING TO THE PROVISION OF DIGITAL CONTENT NOT PROVIDED ON A MATERIAL MEDIUM WHOSE EXECUTION HAS BEGUN AFTER THE CONSUMER'S FIRST EXPALABLE AGREEMENT AND EXPRES WAIVER HAS ITS RIGHT OF RETRACTANCE.

Thus dematerialized content such as The Routes are excluded from the benefit of the right to retract.

Prior information will notify the Customer, prior to the finalization of the Order, that his right of withdrawal cannot be exercised due to the digital nature of the Routes.

He must therefore expressly give his consent to the application of Article L. 221-28-13 of the Consumer Code and the renunciation of his right of withdrawal before finalizing his Order. The expression of consent by the Customer will be done by means of a checkbox.

THE CUSTOMER WILL CHECK A BOX TO CONSENT TO THE APPLICATION OF ARTICLE L. 221-28-13 OF THE CONSUMER CODE AND EXPRESSLY WAIVE HIS RIGHT OF RETRACTION.

## **Article 13. Legal guarantees**

A reproduction of the legal provisions is provided in Appendix 1 of the GTS.

Customers who wish to put legal guarantees on the line are invited to submit their claim according to the terms and conditions set out in Article 22 of the GTS.

BAT does not provide any commercial guarantees to the Customer, regardless of its quality.

### **13.1. Legal Compliance Guarantee**

If the Path received does not comply with the characteristics provided on the Order, the Customer can request within two (2) years of the issuance of the Route, the replacement or correction of the Route to the Seller.

If the choice of the Customer results in a clearly disproportionate cost in terms of the value of the Route or the size of the defect, the Seller may decide to proceed according to the other modality.

If the replacement or correction of the Route is not possible, or if the requested solution cannot be implemented within one (1) month following the Customer's claim, the Customer may either "return" the Route and have the price returned, or retain access to the Course and obtain a portion of the price.

If the non-compliance is minor, the contract cannot be resolved.

The Client is exempt from reporting proof of the course's non-compliance during the twenty-four (24) months following the availability of the Route.

The Customer can still decide to implement the warranty against the hidden defects of the Course sold, subject to the provisions of articles 1641 to 1648 of the civil code.

### **13.2. Legal guarantee of hidden defects**

If the Path received has a hidden defect that makes it unsuitable for the purpose for which it is intended, and if this defect exists at the acquisition of the Route, the Client can choose:

- either to retain the use of the Route and to be reimbursed part of the price paid by BAT,
- or return the route and be reimbursed in full for the price.

The Client has two (2) years to act from the discovery of the defect. The Customer exercises this guarantee free of charge. The Customer must present the Seller with proof of his purchase of the Route.

The Client must report proof of the Course's defect to BAT.

### **Article 14. Responsibility**

THE ORDERS ARE EXECUTED IN CURRENT QUALITY WITH THE TOLERANCES OF FRENCH AND EUROPEAN STANDARDS.

BAT CANNOT BE HELD RESPONSIBLE FOR THE NON-PERFORMANCE OF ORDERS IN CASE OF FORCE MAJEURE, DISRUPTION OR TOTAL OR PARTIAL STRIKE, INCLUDING COMMUNICATION SERVICES.

BAT CANNOT BE HELD RESPONSIBLE FOR THE CONSEQUENCES OF ANY MISUSE BY THE CUSTOMER OF THE COURSES.

BAT CANNOT BE HELD RESPONSIBLE FOR ANY INDIRECT DAMAGE THAT MAY OCCUR AS A RESULT OF THE PURCHASE OF THE COURSES.

BAT CANNOT BE RESPONSIBLE FOR ANY LOSS OF DATA, FILES. IT IS UP TO THE CUSTOMER TO PROCESS ALL NECESSARY BACKUPS.

THE SITE OR APP ALSO CONTAINS INFORMATION FROM THIRD PARTIES, AND LINKS TO OTHER WEBSITES. BAT CANNOT BE HELD RESPONSIBLE FOR DAMAGES RESULTING FROM THE USE OF ACCESS A, OR THE INABILITY TO USE THIS THIRD-PARTY INFORMATION, OR THE CONTENT OF OTHER WEBSITES.

## **Article 15. Insurance**

BAT certifies to the Client that it holds insurance covering its professional liability limited to property and personal damage directly related to the sale and provision of the Courses for the needs of the GTS and subscribes with a well-known solvent company.

## **Article 16. Resolution**

**16.1.** The Order can be resolved by the Customer by recommended letter with request for notice of receipt or by writing on another durable medium in case:

- to make available a Course that does not conform to the declared characteristics of the Route in the Course Sheet;
- failure to hand over the Course sold by BAT;
- a price increase that is not justified by a technical change in the Route imposed by the public authorities.

In all these cases, the Customer may demand reimbursement of the sums paid.

The Order can be resolved by BAT in case of non-payment of the price.

The resolution of the Order in cases provided to the GTS will be pronounced by simple recommended with request for notice of receipt or by e-mail and will be acquired as of right without judicial formality.

**16.2.** In the event that the Customer fails to comply with the obligations laid down by the GTS and GTU, BAT will temporarily suspend access to the Route and the Customer's Account and will issue notice by letter recommended with notice of receipt to repair the breach within a maximum of eight (8) working days.

The notice must expressly mention this resolution clause, in addition to the statement, that, in the absence of the Client's obligation, BAT will be entitled to terminate the applicable GTSs and GTUs.

If, at the end of this period, the breach has not been repaired, BAT will be able to terminate by right, by letter recommended with notice of receipt, the GTSs and GTU and permanently disable the Client's Account and access to the (x) Course, all without prejudice to all the damages to which it could claim.

## **Article 17. Intellectual property**

### **17.1. BAT Intellectual Property**

All or part of the Content, including, for example, trademarks, domain names, designs, patents and copyrights, are protected and are the sole property of BAT. All rights are reserved.

All trademarks, trade names, logos and other distinctive designs and signs that are reproduced on the Site and/or on the Application, whether registered or not, are trademarks or service marks of BAT. All domain names used on the Site and/or The Application or connected to them are held by BAT, which administers them.

The Site and/or Application are exclusively for private, personal and non-commercial use, for the sole purpose of learning about the information disseminated on the Site and/or the Application, to place an Order and engage a Route.

The Visitor and the Customer are not allowed to reproduce (unless the reproduction is made for personal and non-commercial use), extract, publish, disclose, transmit, make public, republish, distribute, present, remove, delete, add to or otherwise modify, create and/or use derivative works, or inspired works, sell or participate in a sale, Site and/or Application, of any Site Content and/or Application or related software, in whole and/or part, in any form and/or way, and whatever the purpose.

BAT is committed to maintaining, enforcing and protecting its intellectual property rights and combating violations of its rights to ensure that its intellectual heritage is well preserved and fully respected.

Any use that is not expressly permitted by the GTS is prohibited. The absence of legal or extra-judicial recourse by BAT does not mean acceptance or tolerance of violations of the Site's GTS and/or the Application and/or infringements of intellectual property rights of which BAT has ownership and/or availability.

### **17.2. License of use**

BAT grants the Client a limited, non-transferable and non-exclusive right to use the Route, for the duration of the route as specified in Article 11.2 and under the conditions also defined in the GTUs, accepted by the Client when creating his Account, and this only for his personal needs and for his own benefit.

## **Article 18. Policy**

BAT does its business with its obligations under the Personal Data Protection Regulations, in particular Regulation 2016/679 on the protection of individuals with respect to the processing of personal data and the free movement of personal data [or RGPD] and Law 78-17 of January 6, 1978 relating to computer science, files and freedoms [or LIL] (hereafter the "Applicable Regulation").

BAT handles the Customer's Personal Data as a processing and management purpose for the purposes of managing its business relationship with the Customer.

Customers are informed that they have different rights to their Personal Data, including access, rectification and opposition rights, which they can exercise by contacting BAT at the [contact@tresorsdumorbihan.fr](mailto:contact@tresorsdumorbihan.fr) address.

For more information, the Customer, can consult the Privacy Charter available on the Site and/or the Application.

#### **Article 19. Archiving**

The archiving of communications, orders and invoices is carried out on reliable and sustainable support in such a way as a faithful and lasting copy in accordance with Article 1359 of the Civil Code.

#### **Article 20. Evidence**

The Customer agrees that the information exchanged with BAT, for the purpose of concluding an Order or as part of its execution, should be sent to him by e-mail.

Proof of the Parties' contractual obligations will be reported as follows: clicking the "I accept the terms and conditions of sale" button demonstrates the Client's consent and results in its acceptance of the GTSS.

Any acceptance or request of a Client, likely to generate obligations in his charge, will be validated by the Client by means of the entry and validation of his IDs. By entering and validating his password, which will be worth signing, the Customer will be deemed to have irrevocably accepted the obligation or obligations underwritten.

BAT will be able to use as proof of any act, programs, data, files, records, operations and other elements of nature or in computer or electronic format or support, established, received or stored directly or indirectly by BAT, for example in any database.

The Customer accepts and recognizes the perfect validity of orders concluded with BAT on electronic media.

#### **Article 21. Applicable law**

The GTSS are subject to French law.

#### **Article 22. Claims - Mediation**

In accordance with the rules applicable to mediation, any consumer dispute must be submitted beforehand and in writing to the Seller.

In the event of a dispute, the Customer sends his complaint to BAT's customer service, Monday to Friday except public holiday or unemployment, from (9am to 4pm) by email [contact@tresorsdumorbihan.fr](mailto:contact@tresorsdumorbihan.fr) or postal to Breizh Aventures Tourisme AT 7impasse de Keret 56370 SARZEAU France.

If the customer service request fails or the customer service service does not respond within a reasonable period of one (1) month, the Customer may submit the dispute over the Order or the GTS against BAT to a mediator:

**L' Association de Médiateurs Bretagne Ouest (AMBO)**  
**12 Rue Colbert**  
**BP 37**  
**56100 LORIENT**  
**France**

Mel: [ambo.mediation@gmail.com](mailto:ambo.mediation@gmail.com)  
<https://www.ambo.bzh/mediation-consommation/>

which will attempt, independently and impartially, to bring the Parties closer together in order to reach an amicable solution.

To apply for mediation, the Client has a claim form available on the Mediator's website.

## APPENDIX 1 - LEGAL GUARANTEES

### *Reproduction of the provisions of the Consumer Code*

#### **Article L. 217-4 CODE OF CONSOMMATION**

The seller is required to deliver a contract-compliant property and responds to any compliance deficiencies that exist at the time of issuance. It also addresses compliance defects resulting from the packaging, assembly instructions or installation when it has been placed in its care by the contract or has been carried out under its responsibility.

#### **Article L. 217-5 CODE OF CONSOMMATION**

The property complies with the contract:

- If it is suitable for the usually expected use of a similar property and, if so:
- if it corresponds to the description given by the seller and has the qualities that the seller has presented to the buyer in the form of a sample or model;
- if it presents the qualities that a buyer can legitimately expect in view of the public statements made by the seller, the producer or his representative, especially in advertising or labelling;
- Or if it has the characteristics defined by the parties or is specific to any special use sought by the buyer, brought to the seller's knowledge and which the seller has accepted.

#### **Article L217-6 CODE OF CONSOMMATION**

The seller is not bound by the public statements of the producer or his representative if it is established that he did not know them and was legitimately unable to know them.

#### **Article L217-7 CODE OF CONSOMMATION**

The defects of compliance that appear within twenty-four months of the issuance of the property are presumed to exist at the time of issuance, unless there is evidence to the contrary.

For goods sold on occasion, this period is set at six months.

The seller can fight this presumption if it is not consistent with the nature of the property or the non-compliance invoked.

#### **Article L217-8 CODE OF CONSOMMATION**

The buyer has the right to demand compliance with the property. However, he cannot challenge compliance on the basis of a defect he knew or could not ignore when he contracted. The same is true when the defect has its origin in the materials it has supplied itself.

#### **Article L217-9 CODE OF CONSOMMATION**

In the event of a non-compliance, the buyer chooses between repairing and replacing the property. However, the seller may not proceed according to the buyer's choice if the choice results in a clearly disproportionate cost under the other modality, given the value of the property or the size of the defect. It is then obliged to proceed, unless impossible, according to the method not chosen by the buyer.

#### **Article L217-10 CODE OF CONSOMMATION**

If repair and replacement of the property is not possible, the buyer can return the property and have the price returned or keep the property and have part of the price returned.

The same faculty is open to him:

- (1) If the solution requested, proposed or agreed under Article L. 217-9 cannot be implemented within one month of the buyer's claim;
- (2) Or if this solution cannot be without major inconvenience to the latter given the nature of the property and the use it seeks.



However, the resolution of the sale cannot be pronounced if the non-compliance is minor.

**Article L217-11 CODE OF CONSOMMATION**

The provisions of Sections L. 217-9 and L. 217-10 are applied at no cost to the purchaser. These same provisions do not impede the allocation of damages.

**ARTICLE L. 217-12 CONSUMER CODE**

The action resulting from the non-compliance is prescribed by two years from the issuance of the property.

\* \* \* \*

***Reproduction of the provisions of the Civil Code***

**ARTICLE 1604 CODE CIVIL**

Delivery is the transport of the thing sold in the power and possession of the buyer.

**Article 1641 CODE CIVIL**

The seller is bound by the guarantee because of the hidden defects of the thing sold which make it unsuitable for the purpose to which it is intended, or which diminish this use so much, that the buyer would not have acquired it, or would have given only a lower price, if he had known them.

**Article 1648 ALINÉA 1ER CODE CIVIL**

The action resulting from the defects must be brought by the purchaser within two years of the discovery of the defect.