

GENERAL CONDITIONS FOR SERVICE PROVISION BY GUADELOUPE EXPLOR



Article 1. Object and scope of application

The present General Conditions of service provision (GCPS) of the Company GUADELOUPE EXPLOR SAS (GUADELOUPE EXPLOR) with a capital of 15000 euros, with a trade Register Number in Pointe-à-Pitre (Guadeloupe) : 812 735 835, with its main office situated in Surgy 97180 Sainte-Anne, are applied in full right, to all service delivery supplied by GUADELOUPE EXPLOR via an online ordering service, by mail or phone for tourism visits requiring road transportation or not (hereafter " the Provision") for any consumer Customer (hereafter "the customer").

License number for passenger's inland transport by road for others:2015/01/0000097

License delivered on: sept/03/2015

Entered on the Register of public carriers.

Registered in Atout France under number: IM971160002

Guadeloupe Explor subscribed a third party liability insurance at HISCOX, located 12, quai des Queyries -CS 41177 – 33072 Bordeaux- phone: 0810 50 20 10 under contract number HA RCP0248361 for any damage occurring during its activity as a Travel Agent, on the territory of Guadeloupe.

The Customer service of GUADELOUPE EXPLOR can be contacted at: 0690 268 111

The mail address of GUADELOUPE EXPLOR to contact customer services is the following: info@guadeloupe-explor.com

Internet site of GUADELOUPE EXPLOR is www.guadeloupe-explor.com (hereafter " the Site")

Prior to any order, the present GCPS are systematically disclosed to the consumer, which he acknowledges, in compliance with the provisions of the consumption code.

Any order implies the acceptance without any reserve, of the customer to the GCPS which prevail above all other possible stipulations, namely all buying conditions or order, unless prior exceptionally agreed upon and in a written form by GUADELOUPE EXPLOR.

Any other document than the present GCPS, namely the photos on the Site, catalogues, flyers, advertisement, only have a guide value and have no contractual value.

If one of the provisions of these GCPS is declared null or without effect, only this provision would be considered not written, without affecting the validity of the other provisions.

Article 2. Orders

The orders are made on line, on the site, by phone or email and necessarily entail a total payment when the order is placed.

Any reservation becomes firm and final, after written confirmation of the reservation by GUADELOUPE EXPLOR (hereafter "confirmation of the reservation")

The confirmation of the reservation is transmitted to the email address or to the postal address given by the user in the order or reservation form and lists the contractual information requested by article.121-19 of the consumption code, namely the service ordered, the price paid to GUADELOUPE EXPLOR, the delivery expenses and the address where the customer can submit a claim.

The customer must show the Confirmation of the booking before the beginning of the Service or to show an identity card of the person who paid the Service. In no case the bank receipt can be a proof of the reservation or order.

Article 2.1 on line orders on the Website

The on-line order procedure includes the following stages:

- The client chooses his service and adds in his basket;
 - The customer enters the address to which the email or the confirmation postal mail must be sent;
 - The customer enters his invoice address;
 - The customer indicates his full and total acceptance of the GCPS by marking a cross the box provided for this purpose;
 - *The mention "Order with an obligation of payment" appears before the Customer may validate his order;*
 - Before the final validation of his order, the Client revises his basket and controls the price;
- When placing an order or making a reservation of service on the Site, the Customer acknowledges having received all the information he needs on the nature and characteristics of such service. If the Client thinks he is not sufficiently informed on the characteristics of the services he wants to order, he can, before placing any order, ask for complementary information on the services to GUADELOUPE EXPLOR.
- The Customer pays his order by entering his information for payment by credit card.

For the payment by the bank transfer, the bank information of GUADELOUPE EXPLOR will be sent by GUADELOUPE EXPLOR.

The Customer certifies the truth and exactness of all the information he gives to GUADELOUPE EXPLOR for the use of services and thus guarantees GUADELOUPE EXPLOR, against any action or claim of a third person about the illegal or fraudulent use of such information.

Any fraudulent use of the Site or which would breach the present GCPS, justifies a refusal to the user, at any time, to access to the services proposed by the partners or to any other functionalities of the Site.

The attention of the Customer is expressly drawn on the importance for him to verify the exactness of the information entered and to correct them if necessary, according to the modalities offered on the site, before any final conservation. Any order or reservation made on the site cannot be modified later, on line.

Article 2.2 telephone orders

The procedure of order by phone includes the following steps:

- the Customer chooses the Service and indicates the electronic or post address to which he wishes to receive the reservation voucher.
- the conditions of the reservation voucher commit GUADELOUPE EXPLOR only for a duration of 3 months. After this term, the services and their prices may be revised;
- the Customer sends back the reservation voucher, together with the initialed GCPS, together with the whole payment. Which can be made by cheque, by credit card or by bank transfer
- once the reservation is validated, GUADELOUPE EXPLOR send, in writing, the confirmation of booking including the indication of the services ordered and other information about the service (hour dress code...)

The attention of the client is expressly drawn on the importance for him to revise the exactness of the information

entered on the reservation voucher and to correct them, if necessary.

Any request for a modification of the order placed by the customer must be requested in writing and must be accepted by GUADELOUPE EXPLOR. It will be taken into consideration by the service provider only after the order voucher and the additional payment have been accepted by the customer.

Article 2.3- Cancellation and Deferrals

No reimbursement nor exchange will be granted to the Customer who fails to show at the place and at the hour indicated in the booking reservation.

If for reasons beyond his will or for safety reasons, GUADELOUPE EXPLOR is obliged to cancel the service delivery, GUADELOUPE EXPLOR will manage to inform the customer, by all means as soon as possible. If the delivery of service cannot be postponed with the agreement of the Customer, the customer will be immediately reimbursed of the full paid amounts.

GUADELOUPE EXPLOR reserves the right to delay to a future date, any service for which the number of Customers is inferior or equal to 4 persons, which the Customer expressly accepts.

Article 3 – Absence of right of withdrawal

The customer is informed that he cannot withdraw after having reserved on line or by phone, the services proposed by GUADELOUPE EXPLOR:

- The right of withdrawal cannot be exercised for the catering contracts, the leisure activities which must be provided at a determined date or period (L.121-21-8, 12° of the consumption code).

-the contracts on passenger transportation services are excluded from the scope of the application of the section devoted to contracts concluded from a distance (L.121 -16-1,9° of the consumption code).

Article 4 -Price

The prices of the services mentioned on the website are expressed in euros and the prices are all taxes included. They include the A V T applicable on the date of the order. Any change of the rate will be reflected on the price of services, like any other tax or contribution.

The payment of the total price must be effective when the first order is placed. At no time, the amounts paid will be considered as a deposit or advance. In case of cancellation, the total amount paid remain acquired to GUADELOUPE EXPLOR.

It is reminded that the prices of the services displayed on the website result from the tariffs applied by GUADELOUPE EXPLOR for the services it offers. For external providers GUADELOUPE EXPLOR does not intervene in any way, on the determination of the tariffs of such external providers. These prices are updated when necessary, according to the modifications of tariffs charged by GUADELOUPE EXPLOR and the partners. It is specified that such modifications will not be applicable to previously concluded orders. The prices of services charged to the customer, are the current price, at the day of the final confirmation of the order or of the request of reservation by the Customer on the website.

The price of services such as they appear on the recap of the booking request, before any final confirmation by the Customer, corresponds to the total amount owed by the Customer, including the extras selected. The price of services is reminded in the confirmation email of the order sent by GUADELOUPE EXPLOR.

Article 5- Payment conditions

Unless otherwise agreed, the price is payable cash, in full, in compliance with the payment modes indicated on the website;

Only the credit on the account of GUADELOUPE EXPLOR represents a payment concerning the transfers and the payments by credit card.

Article 6 – Methods of payment

To pay his order, the Customer has, according to his choice, all the methods of payment which are at his disposal by GUADELOUPE EXPLOR and listed on the website, that is cash, by credit card or by bank transfer.

GUADELOUPE EXPLOR reserves the right to suspend any order management and any delivery in case of refusal of a payment authorization by credit card from organizations officially accredited or in case of non-payment. GUADELOUPE EXPLOR namely reserves the right to refuse to realize a booking from a Customer who would not have paid, totally or partially a previous service or with whom a payment dispute would be dealing with. GUADELOUPE EXPLOR created a verification procedure of order checking, to be sure that no one uses the bank details of another person without its (GUADELOUPE EXPLOR) knowledge.

During such verification, it may be required from the Customer to send, by GUADELOUPE EXPLOR, a copy of an ID and a proof of address. The order will then be validated only after receipt and checking by GUADELOUPE EXPLOR of the documents sent.

Article 7 – Electronic signature

The online delivery of the credit card number of the buyer and the final validation of the order are a proof of the consent of the Customer, in compliance with the provisions of the law of March 13, 2000 and will constitute:

- Payability of the amounts due, in compliance with the order form,

-signature and express approval of all the operations carried out.

In case of fraudulent use of the credit card, the Customer is invited, as soon as he realizes such use, to contact the number: 0690 26 81 11.

Article 8 – Proof of the transaction

The computerized registers, recorded in the computerized systems of GUADELOUPE EXPLOR, in reasonable safety conditions, will be considered as proofs of communications, orders and payments which occurred between the parties. The archiving of the order forms and of the invoices is made on a reliable and sustainable device which can be produced as an evidence.

The Customer acknowledges that the data recorded by GUADELOUPE EXPLOR and related to the orders and booking made on the Site are an evidence of all the transactions dealt with the Customer and, that the data registered by the electronic payment system, provided on the Site are the proof of the financial transactions.

Article 9 – Changes and enforceability of the general conditions of the services provided (GCPS)and Services

The GCPS and/or the content of Services may be modified at any time by GUADELOUPE EXPLOR, to take into account the changes brought to the Site and to services by the partners or, of a change of the rules applicable or any other modification implemented by GUADELOUPE EXPLOR. The version of the GCPS enforceable to the customer is the one existing on the Site, at the time of the final confirmation by the Customer of its order or booking request.

Only the description of the Service stated in the confirmation of the booking, commits GUADELOUPE EXPLOR.

Article 10 – Specific conditions related to transportation, visits and excursions

GAUDELOUPE EXPLOR reserves the right to make any person who represents a danger for itself or for the others, get down of the vehicle. Furthermore, the customer will have to have physical aptitudes to be part of the service, also, he/she will also have to be equipped, as requested by GAUDELOUPE EXPLOR, in its confirmation e-mail, namely for excursions (appropriate equipment, shoes, and clothing).

The Customer is responsible for all the damages he/she may perpetrate in the vehicle, which in such case, will be charged upon appropriate supporting documents.

The Customer must respect the rules of the bus, which are displayed in the vehicle interior. Thus, namely GAUDELOUPE EXPLOR, does not authorize a Customer to eat, drink or smoke inside the bus. The dress code must be correct and appropriate to the Service provided. Animals are not allowed except in a cage. The Customer is committed to strictly respect the traffic regulations.

Article 11- Responsibility of GAUDELOUPE EXPLOR

GAUDELOUPE EXPLOR cannot be hold responsible for the total or partial nonexecution of the contract resulting from a force majeure, a third party to the contract, or to a default of the customer. Specifically, GAUDELOUPE EXPLOR cannot be hold responsible in case of an error of the Customer when entering the information required in the forms on line, nor of fraudulent use by a third party, of the identity or of the means of payment of the Customer such as identified on the order or on the booking request.

GAUDELOUPE EXPLOR cannot either be liable for the damages of any kind which may result from a temporary responsibility of unavailability the website or if there is any interruption of connection between the terminal equipment of the Customer and the website of GAUDELOUPE EXPLOR during an order or a request for booking.

GAUDELOUPE EXPLOR cannot be responsible for baggage loss, omission, or deterioration of the equipment or personal belongings of the Customer.

Article 12 – Personal Data

GAUDELOUPE EXPLOR must collect personal data of his Customers for service providing on the Site, for itself and / or for its partners or providers, in order to be able to process such orders or booking request on the Site. GAUDELOUPE EXPLOR may have to transfer them to a third party namely, to its partners, for the Customer to benefit from the services ordered, or booked on the Site. When placing an order or booking on the Site, the Customer expressly agrees such transfers;

Personal Data processing made by GAUDELOUPE EXPLOR as entity in charge of processing via the Site were declared to the CNIL. Personal Data of the Customer are processed by GAUDELOUPE EXPLOR in keeping with the Law on Computing and Freedom dated January 6, 1978, such as modified, either as an entity in charge of processing such data or as sub-contractor of its partners.

In compliance with the law on computing and freedom of January 6, 1978 such as modified aforesaid, the Customer has a right of access, modification or suppression of the data concerning him and also a right of opposition, for a legitimate reason to the processing of his data. The Customer can

exercise his rights by sending a registered letter with acknowledgement of receipt, with a copy of a currently valid identity document, at the following address: GAUDELOUPE EXPLOR lieu-dit Surgy-97180 Sainte-Anne.

GAUDELOUPE EXPLOR may send information to the customer, on special offers or any new service which could be proposed on the Site, except refusal from the Customer when ordering on the Site. The Customer may also, at any time, by clicking on the link provided for that purpose in the information e-mail, ask not to receive electronic mail from GAUDELOUPE EXPLOR.

Article 13 – Intellectual propriety

GAUDELOUPE EXPLOR is the owner of all the intellectual propriety rights attached to the Site and to the elements which it composes or has the licenses required by the owners of such rights.

It is therefore forbidden to reproduce, modify, transfer or use all or part of the Site without the express and written authorization of GAUDELOUPE EXPLOR; Nevertheless, it is tolerated for the customer to reproduce part of it for strictly personal reasons.

It is strictly forbidden to proceed to the resale of products or to use the site for commercial purposes without the express written authorization of GAUDELOUPE EXPLOR.

Article 14 - Force majeure

Will be considered as cas-de-force-majeure any overwhelming fact or circumstance external to the parties, unpredictable, unavoidable, independent from the will of the parties and which cannot be prevented by the latest, despite all reasonable efforts. Expressly are considered as cas-de-force-majeure or fortuitous case, except for those usually considered by jurisprudence of French court and tribunals: blockage of the means of transportation or supply, earthquake, fires, storms, hurricanes, tropical storms or thunder shower, flood, thunderbolt, interruption of telecommunication networks, difficulties related to the telecommunication networks, external to the Customers.

The parties must come together to study the impact of the event and to agree on the conditions in which the execution of the contract will continue. If the cas de force majeure has a duration of more than three months, the present General Conditions may be terminated by the party which suffered the damage.

Article 15 – Litigation- Disputes- Free mediation procedure

In case of protest or litigation resulting from the application of the present GCPS, of their validity, their interpretation, their execution and more generally any litigation related to the Service, the parties may, to end their dispute and if they wish, resort to the mediator for tourism and travel, certified by the evaluation and monitoring of consumption mediators, Committee.

Contact details are available on the Site <http://www.economie.gouv.fr/mediation-conso>.

Postal address : MTV Médiation Tourisme Voyage ; BP 80 303 ; 75 823 Paris Cedex 17

In case of persisting disagreement, the dispute will be submitted to the competent court of common law.