

GENERAL LISTING TERMS AND CONDITIONS

St Barth Experience Platform

Last updated October 12, 2026

This English version is a translation of the French version of the General Listing Terms and Conditions (Conditions Générales de Référence) and is provided for convenience only. In the event of any discrepancy, inconsistency, or difference in interpretation between the French version and this English version, the French version shall prevail.

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These general listing terms and conditions (hereinafter the “Terms”) govern the relationship between St Barth Experience, a French simplified joint-stock company (société par actions simplifiée, SAS) with share capital of 1,000 euros, whose registered office is located at 147 Chemin des Plateformes, 97133 Saint-Barthélemy, currently being registered with the Trade and Companies Register (Registre du Commerce et des Sociétés) of the Mixed Commercial Court (Tribunal mixte de commerce) of Basse-Terre (hereinafter “St Barth Experience”), and any business or private individual registered or listed on the St Barth Experience platform accessible at <https://stbarthexperience.com/> (hereinafter the “Platform”).

Any natural or legal person duly authorized to offer or list an offer on the Platform is hereinafter referred to as the “Provider.”

Where the Provider is a natural person acting for purposes that fall outside the scope of their commercial, industrial, craft, professional, or agricultural activity within the meaning of the preliminary article of the French Consumer Code, such Provider is hereinafter referred to as the “Private Provider.”

Where the Provider qualifies as a Private Provider, these Terms shall be interpreted in light of the mandatory provisions of the French Consumer Code.

The Provider accepts these Terms when registering on the Platform by checking a box bearing the statement: “I have read and accept the General Listing Terms and Conditions (GLTC) and the Privacy Policy.” Once accepted, these Terms constitute the contract between St Barth Experience and the Provider.

ARTICLE 1. PURPOSE

These Terms set out the terms and conditions under which the Provider makes its offer available for booking on the Platform.

St Barth Experience operates a digital intermediation service that connects independent providers presenting their offers in Saint-Barthélemy with persons wishing to book those offers (hereinafter the “Clients”). The Platform is organized into sections covering the following categories: Experiences, Properties, Mobility, and Events. St Barth Experience may add or modify the sections of the Platform.

The offers booked through the Platform (hereinafter the “Offers”) are the subject of a contract entered into directly between the Client and the Provider (hereinafter the “Service Contract”). St Barth Experience acts as an intermediary and is not a party to the Service Contract.

ARTICLE 2. LISTING CONDITIONS

2.1. Eligibility. The Provider represents that it holds the registrations required to provide its offer in the territory of Saint-Barthélemy and that it has the authorizations, qualifications, and insurance required by the regulations applicable to its offer. The Private Provider represents that it owns the property offered or is entitled to provide the service offered, or is duly authorized to do so. The Private Provider may offer only Offers falling within the Properties category.

Registration, as well as the creation and management of offers, may be carried out by the Provider or by a person duly authorized to act in its name and on its behalf. Such person represents that he or she has the necessary authority to accept these Terms and to carry out the actions performed on the Platform on behalf of the Provider.

2.2. Registration. The Provider submits its listing application through the Platform by entering the information relating to its offer and providing the required supporting documents.

2.3. Prior Document Verification. Before any listing, St Barth Experience checks that the documents provided by the Provider are complete: identity document of the Provider or of its legal representative, proof of registration, a currently valid certificate of professional liability insurance, and, where applicable, mandatory professional qualifications (diplomas, licenses, permits). St Barth Experience may request any additional document warranted by the nature of the Provider's offer. The Private Provider is not required to provide proof of registration or a certificate of professional liability insurance. It must provide proof of liability insurance covering the risks related to the Offer it lists on the Platform.

For Providers offering the rental of furnished tourist accommodation (*meublé de tourisme*) or of a bed and breakfast (*chambre d'hôtes*) in the territory of Saint-Barthélemy, the registration number issued by the Territorial Collectivity of Saint-Barthélemy pursuant to Articles 123 et seq. of the Saint-Barthélemy Tax Code (*Code des Contributions*) must be provided before any listing is posted online. No listing may be published without this number.

2.4. Nature of the Verification. St Barth Experience checks that the listing application file is complete (i.e., that all required documents are present). St Barth Experience does not verify the accuracy of the information declared by the Provider or the substantive validity of the documents submitted. The document verification constitutes neither a certification, nor an audit, nor a guarantee of the Provider's regulatory compliance.

2.5. Acceptance or Refusal of the Listing. St Barth Experience will notify the Provider of its decision within an estimated 5 business days of receipt of the complete application file. St Barth Experience may refuse a listing by stating the reasons for its decision.

2.6. Updating of Documents. The Provider undertakes to keep all of its documents up to date throughout the term of the contract and to send St Barth Experience, on its own initiative, any updated document, in particular the renewal of its insurance certificate and, where applicable, of its furnished tourist accommodation registration number. If expired or manifestly outdated documents come to the attention of St Barth Experience, St Barth Experience will inform the Provider and invite it to remedy the situation within a reasonable period. Failing such remedy, St Barth Experience may suspend the listing until it receives the updated documents.

ARTICLE 3. PLATFORM SERVICES

3.1. Intermediation. St Barth Experience provides the Provider with a digital intermediation service comprising: the publication of its Offers on the Platform, connecting it with Clients, the processing of bookings, and the management of payment flows. For the Properties category, the intermediation service does not include the management of payment flows; St Barth Experience connects the parties, and payment is made directly between the Client and the Provider under the conditions set out in Article 10.7.

3.2. Dashboard. The Provider has a dashboard enabling it to manage its profile, listings, availability calendar, and bookings, and to monitor its activity (sales statistics, response rate, confirmation rate).

3.3. Internal Messaging. The Platform provides an internal messaging system enabling communication between the Provider and the Client from the time of the booking request. For the Properties category, the messaging system allows prior negotiation between the Provider and the Client (dates, price, conditions) before the booking proposal is sent. St Barth Experience has read access to all conversations exchanged through the messaging system, for the purposes of following up on requests, preventing disputes, and monitoring compliance with these Terms.

3.4. Support Service. St Barth Experience provides a support service available to Clients and Providers for questions relating to bookings and the operation of the Platform. The support service is available on business days from 9:00 a.m. to noon and from 2:00 p.m. to 6:00 p.m. (Saint-Barthélemy local time), by email at contact@stbarthexperience.com or through the contact form available on the Platform. The support service responds within an estimated 24 to 72 hours.

3.5. Availability. St Barth Experience undertakes to ensure the availability of the Platform under reasonable conditions. St Barth Experience may interrupt access for maintenance, updates, or technical reasons, informing the Provider insofar as possible. Service interruptions do not give rise to any compensation, subject to the liability of St Barth Experience provided for in Article 13.

Where the Provider qualifies as a Private Provider, this article applies without prejudice to the legal guarantee of conformity of the digital service provided for in Article 7 and Annex 2.

ARTICLE 4. LISTING CONTENT AND DRAFTING ASSISTANCE

4.1. Listing Content. The Provider is responsible for the content published on its Offer page: descriptive text, photographs, prices, conditions of participation, and cancellation policy. It must verify the accuracy and completeness of all information before publication and after any modification. The Provider warrants that it holds the intellectual property rights or the necessary authorizations for all content it publishes on the Platform, in particular photographs.

4.2. Review by St Barth Experience. St Barth Experience may review published listings after publication for purposes of editorial consistency. If St Barth Experience identifies a manifest inconsistency, content likely to mislead Clients, or spelling errors, it will inform the Provider and invite it to make corrections. In the event of manifestly unlawful content, St Barth Experience may suspend publication of the listing until it is corrected, informing the Provider of the reasons. The measures provided for in this article apply without prejudice to Article 19.

4.3. License. The Provider grants St Barth Experience a non-exclusive, royalty-free license to use the content of its listings (texts, photographs) for the purposes of display on the Platform and promotion of the Provider's Offers on St Barth Experience's communication channels. This license ends upon deletion of the listing or termination of the contract.

ARTICLE 5. PRIVATE PROVIDER'S RIGHT OF WITHDRAWAL

In accordance with Articles L.221-18 et seq. of the French Consumer Code, the Private Provider has a right of withdrawal of fourteen (14) days from acceptance of these Terms, without having to give any reason or pay any penalty.

To exercise this right, the Private Provider must inform St Barth Experience of its decision to withdraw by means of an unequivocal statement sent to the following address: contact@stbarthexperience.com. It may use the model withdrawal form set out in Annex 1 to these Terms, but is not required to do so.

Early Performance of the Listing Service. If the Private Provider wishes its listing to be activated before the end of the withdrawal period, it must make an express request to that effect by checking a box (not pre-checked) at registration, worded as follows: "I expressly request that my listing on the Platform begin before the end of the 14-day withdrawal period. I acknowledge that, if I withdraw, I will owe an amount proportionate to the service already provided."

In the event of withdrawal after the listing has begun, the Private Provider owes an amount proportionate to the service provided until the withdrawal was notified, in accordance with Article L.221-25 of the French Consumer Code. Where applicable, the commissions received on bookings confirmed during this period are due on a pro rata basis.

Failure to inform the Private Provider of the right of withdrawal extends the withdrawal period by twelve (12) months from the expiry of the initial fourteen-day period, in accordance with Article L.221-20 of the French Consumer Code.

ARTICLE 6. PROVIDER'S OBLIGATIONS

6.1. Regulatory Compliance. The Provider is solely responsible for complying with the regulations applicable to its offer, in particular with respect to insurance, safety, professional qualifications, maritime regulations (for nautical activities and yacht charters), local Saint-Barthélemy regulations (tourism, rental of land motor vehicles), consumer law toward Clients, and personal data protection.

6.2. Insurance. The Provider undertakes to maintain in force, throughout the term of the contract, professional liability insurance covering the Offers it makes available through the Platform. The Private Provider satisfies this obligation with home insurance including personal liability coverage or, if it offers a property for rent, with an extension covering vacation rentals, provided that such insurance covers the risks related to the Offer listed on the Platform.

6.3. Obligations Toward Clients. The Provider is solely responsible for the proper performance of the Service Contract. It must provide the Offers in accordance with the description published on the Platform and comply with applicable consumer law, in particular the pre-contractual information obligations, the right of withdrawal where it applies (Article 11), and the prohibition of unfair terms.

6.4. Provider's Conditions of Sale. The Provider is invited to publish on the Platform its own conditions of sale applicable to Clients. These conditions must comply with applicable regulations, in particular the French Consumer Code. They may not contain provisions less favorable to the Client than those provided for in these Terms with respect to cancellation, refunds, and the right of withdrawal. Before each booking, the Client accepts these conditions by checking a box, not pre-checked, bearing the statement: "I have read and accept the contract and the provider's general terms and conditions applicable to this offer."

6.5. Taxation. The Provider assumes all of its tax obligations, including the collection and remittance of the tourist tax (taxe de séjour) and quay dues (droit de quai), where applicable.

6.6. Indemnification. The Provider shall indemnify and hold harmless St Barth Experience from and against any claim, action, or judgment resulting from a breach of its obligations under these Terms, including defense costs. St Barth Experience shall inform the Provider as soon as possible of any claim likely to trigger this indemnity, so as to enable the Provider to conduct its defense.

Where the Provider qualifies as a Private Provider, the indemnity provided for in this article is limited to damage resulting directly from the Private Provider's breach of its obligations. It is capped at the total amount of the commissions paid by the Private Provider to St Barth Experience during the twelve (12) months preceding the claim. St Barth Experience's defense costs are not borne by the Private Provider.

6.7. Non-Circumvention. The Provider shall not solicit, induce, or encourage a Client who has come into contact with it through the Platform to cancel, or not to complete, the booking on the Platform in order to deal directly outside the Platform. The Provider shall not communicate to a Client, in the course of exchanges on the Platform, its personal or business contact details for the purpose of circumventing the Platform. This prohibition does not apply to the communication of the bank details required for payment under Article 10.7.

This obligation applies throughout the listing period and for three (3) months after it ends, limited to the Clients actually introduced to the Provider through the Platform.

ARTICLE 7. LEGAL GUARANTEE OF CONFORMITY (PRIVATE PROVIDER)

This article applies to any Provider qualifying as a Private Provider within the meaning of the preamble to these Terms.

The intermediation service provided by St Barth Experience constitutes a digital service within the meaning of Article L.224-25-1 of the French Consumer Code, supplied on a continuous basis throughout the term of the listing agreement, in return for payment of the commission provided for in Article 9. The legal guarantee of conformity covers the intermediation service provided by St Barth Experience as described in Article 3 of these Terms. It does not cover the Providers' Offers, the conformity of which is the responsibility of each Provider toward its Clients.

St Barth Experience is bound by the legal guarantee of conformity provided for in Articles L.224-25-12 to L.224-25-26 of the French Consumer Code, entitling the Private Provider to have the digital service brought into conformity or, failing that, to obtain a reduction of the commission or the termination of the listing agreement.

The rights of the Private Provider under this guarantee are mandatory (d'ordre public). No provision of these Terms may prevent their exercise.

The detailed conditions for implementing the legal guarantee of conformity, as well as the mandatory pre-contractual information box, are set out in Annex 2 to these Terms.

ARTICLE 8. RANKING OF OFFERS

8.1. Organization by Category. Offers are presented on the Platform by section (Experiences, Properties, Mobility, Events) and by offer category within each section.

8.2. Ranking Criteria. Within each category, Offers are ranked according to objective, transparent, and non-discriminatory criteria. The main criteria are as follows: the match between the characteristics of the Offer and the Client's search criteria (dates, category, minimum price, maximum price, number of people). Experiences category: average rating given by Clients, characteristics, start time, duration. Properties category: characteristics, options, number of bedrooms. Mobility category: characteristics, number of doors, number of seats. Events category: characteristics, availability of the Provider.

8.3. Ranking Fees. By default, Offers are ranked organically according to the criteria defined in Article 8.2. However, the Platform reserves the right to offer Providers optional paid services enabling them to benefit from featured placement or preferential listing of their Offers (for example, through "Sponsored Offers").

Where applicable, any Offer whose ranking is influenced by remuneration (direct or indirect, marketing or advertising investment) paid by the Provider will be clearly and distinctly identified to Clients by a specific label (such as "Ad," "Sponsored," or "Recommended"). The subscription conditions and pricing terms of these services will be the subject of specific agreements with the Providers concerned.

Where such paid services are offered, they are the subject of a prior written agreement between St Barth Experience and the Provider specifying, at a minimum: the duration of the featured placement, the price of the service, the placements or categories concerned, and the termination conditions. The Provider may end its participation at any time, subject to reasonable notice as specified in the agreement. The use of these services is optional and has no effect on the organic ranking of the Provider's Offers.

ARTICLE 9. COMMISSION AND FINANCIAL CONDITIONS

9.1. Financial Conditions. No fixed registration fee is charged to the Provider. The commission rate provided for in Article 9.2 may change in accordance with the terms set out in Article 9.7.

Additional services offered by St Barth Experience may be invoiced separately, subject to the Provider's prior agreement on their content, price, and terms of performance. They are not included in the intermediation commission.

9.2. Commission. In consideration for its intermediation service, St Barth Experience receives a commission of ten percent (10%) of the price of the service set by the Provider for each successful booking made through the Platform.

For the Experiences, Mobility, and Events categories, the commission is withheld by the payment service in use when the payment is processed, and the balance is paid out to the Provider under the conditions of Article 10. The service fee provided for in Article 9.3 is charged to the Client and does not constitute a cost for the Provider.

For the Properties category, payment is made directly between the Client and the Provider, no service fee is charged to the Client, and the commission is invoiced to the Provider under the conditions of Article 9.9.

9.3. Displayed Price. The Provider freely sets its prices. The price displayed to the Client on the Platform corresponds to the price set by the Provider, plus a service fee of five percent (5%) calculated on that price. This service fee is charged to the Client and received by St Barth Experience through the payment service in use at the time of payment. It does not apply to bookings in the Properties category.

Price Accuracy Clause: The Provider warrants that all prices submitted and displayed on the Platform are accurate, genuine, stated inclusive of all taxes, and include all mandatory charges related to the service. The Provider shall not charge the end Client any additional fees not explicitly mentioned at the time of booking on the Platform.

Price and Availability Update Clause: The Provider undertakes to keep its price lists and availability calendars strictly up to date on the Platform. In the event of a failure to update or a discrepancy, the price and conditions displayed on the Platform at the time the Client validates the booking shall prevail. The Provider shall be required to provide the service at that price, without being entitled to claim any additional payment from the Client.

In the event of a full refund to the Client under Article 11, the service fee is refunded to the Client through the payment service in use. In the event of a partial refund, the service fee is not refunded. If the right of withdrawal is exercised (Article 11.5), the service fee is refunded in full in accordance with Article L.221-24 of the French Consumer Code.

9.4. Treatment of the Commission in the Event of Cancellation or Non-Performance. In the event of cancellation at the Provider's initiative or non-performance of the service attributable to the Provider, after the booking has been confirmed, the commission remains fully earned by and payable to St Barth Experience. It serves as a fixed, non-refundable indemnity covering the introduction service performed. If this commission has already been received, it is not returned to the Provider.

In the event of cancellation at the Client's initiative or non-performance of the service attributable to the Client, the intermediation commission is returned in full to the Provider where the Client is refunded in full; in all other cases, it is calculated on the amount actually retained by the Provider. The treatment of the service fee is governed by Article 9.3.

In the event of a partial refund to the Client in accordance with the applicable cancellation policy, the commission is recalculated on the amount actually retained by the Provider.

The commission remains due where the service has been performed, including in the event of a complaint by the Client concerning the quality or conformity of the service, as the dispute falls within the direct relationship between the Client and the Provider.

9.5. Receipts and Invoicing. For payments made through the Platform, St Barth Experience automatically issues the Client a receipt summarizing the booking and the amount paid. This receipt constitutes proof of payment for the purposes of the performance of the booking. It does not replace an invoice. The Provider must invoice its services to Clients where required by applicable regulations or upon their request. St Barth Experience does not issue invoices in the name of the Provider and invoices its own commissions and services. Upon the Provider's request, it may issue a statement summarizing the payments processed and the commissions deducted.

9.6. Tax Regime. St Barth Experience is subject to the tax regime of the Territorial Collectivity of Saint-Barthélemy. VAT does not apply in Saint-Barthélemy. The amounts stated in these Terms do not include any VAT.

9.7. Change in the Commission. The agreed commission rate applies for the entire current contractual period. St Barth Experience may notify the Provider, in writing and no later than thirty (30) days before the end of the current period, of a new rate applicable to the following period. The Provider has the time remaining before the end of the period to expressly accept or reject the change. In the event of express acceptance or renewal of the contract without objection under the conditions of Article 20, the new rate applies to bookings confirmed as from the new period. In the event of refusal, the Provider may decline to renew the contract under the conditions of Article 20.1, and such refusal shall not constitute a breach.

Where the Provider qualifies as a Private Provider, the new commission rate applies only upon its express acceptance. Renewal of the contract without objection does not constitute acceptance of the change in the commission rate.

9.8. Booking Period Limitation. For the Experiences, Mobility, and Events categories, the Platform's payment and validation features are automatically configured to block any order or transaction placed more than eighty (80) calendar days before the actual date of the service.

Consequently, no Client may make a booking beyond this 80-day window for the aforementioned categories. The Platform reserves the right to modify or adjust this maximum booking period according to operational requirements or the specific characteristics of the Providers, subject to at least fifteen (15) days' prior notice.

9.9. Specific Provisions for the Properties Category. For bookings in the Properties category, the ten percent (10%) commission is calculated on the total booking amount agreed between the Provider and the Client, excluding the tourist tax and the security deposit, as stated in the booking proposal validated on the Platform. The Client pays for the booking according to the following schedule:

- a down payment of forty percent (40%) of the total amount, payable within forty-eight (48) hours of the Provider's booking proposal, to confirm the booking;
- the balance of sixty percent (60%), payable no later than thirty (30) days before the arrival date.

For bookings made less than thirty (30) days before the arrival date, the full amount is payable within forty-eight (48) hours of the Provider's booking proposal. The down payment is non-refundable in the event of cancellation by the Client, under the conditions of Article 11.2.

As the commission is not withheld by the payment service in use for this category, St Barth Experience sends the Provider a single commission invoice covering the total booking amount. The Provider must pay the invoice no later than the day of the Client's arrival, by bank transfer to the account details indicated on the invoice. Where the Provider does not qualify as a Private Provider, any late payment automatically gives rise to late-payment penalties

at a rate equal to three (3) times the legal interest rate and to a fixed indemnity for collection costs of forty (40) euros (Articles L.441-10 and D.441-5 of the French Commercial Code).

Failing payment within the applicable period, and after a reminder has remained unheeded for seven (7) days, St Barth Experience may suspend the Provider's listing in accordance with Article 19.

No service fee is charged to the Client for bookings in the Properties category.

If the balance of the booking is not paid to the Provider within the period provided for in the booking proposal, the Provider must inform St Barth Experience. The commission is then recalculated on the amount actually received by the Provider. Any commission overpayment will be refunded by St Barth Experience within fifteen (15) days.

ARTICLE 10. PAYMENT FLOWS

10.1. Payment Processor. Client payments are processed by an authorized payment service. The Provider expressly authorizes St Barth Experience to collect its bank details, as entered on the Platform, and to transmit them to the payment service in use so that the latter can make the payouts.

St Barth Experience does not collect, and at no time holds, the sums paid by Clients. The funds are held by the payment service until they are paid out to the Provider. St Barth Experience may only send payout or payout-suspension instructions to the payment service, under the conditions of this article. Payments are made in euros (€) only. The amount in US dollars (\$) is displayed for information purposes only, to make it easier for the Client to understand. In the event of currency conversion, the exchange rate applied is that of the European Central Bank at the time of the transaction.

10.2. Booking Process. The Client pays the full amount at the time of booking, to the payment service, including where the Provider has opted for the Advance Payment provided for in Article 10.3. The funds are then paid into the Provider's bank account, less the commission and the service fee, once the payout conditions set out in this article are met.

10.3. Payout Timing. The time at which the payout is made to the Provider varies according to the nature of the Offer:

- Experiences, Mobility, and Events: the payout is made on the day after the service has actually been performed (D+1), subject to the Advance Payment provided for below. Until then, the payment service holds the funds. The Provider confirms on its dashboard that the service has been performed. In the absence of confirmation within three (3) days after the date of the service, and in the absence of any complaint from the Client, the service is presumed to have been performed and the payout is made;
- Properties: payment passes neither through the payment service nor through St Barth Experience. The payment flow applicable to this category is governed by Article 10.7.

Optional Advance Payment. For the Experiences, Mobility, and Events categories, the Provider may opt, on the Platform, for the early payout of part of the price of the service, equal to ten (10%), twenty (20%), thirty (30%), or forty percent (40%) of that price (hereinafter the "Advance Payment"). This option is not mandatory. If it is not selected, the full payout is made on D+1.

The Advance Payment changes nothing for the Client, who always pays the full price at the time of booking. It modifies neither the applicable cancellation policy nor the Client's refund rights. It is separate from the down payment in the Properties category (Article 9.9), which the Client pays directly to the Provider.

The Advance Payment is paid out to the Provider upon confirmation of the booking within the meaning of Article 10.4, subject to the payment service's processing times. The balance is paid out after the service has been performed, under the conditions of the first bullet point above.

10.4. Confirmation by the Provider. After receiving a booking request, the Provider has twenty-four (24) hours to confirm, decline, or propose one or more alternative dates. In the event of a counterproposal, the Client has forty-eight (48) hours to accept or decline. If the Client does not respond, the booking is canceled and the Client is refunded in full. If the Provider does not respond within the twenty-four (24)-hour period, the booking is automatically canceled and the Client is refunded in full.

10.5. Continued Hold. The release of the payout may be suspended in the following cases, which are listed exhaustively:

- the Client has sent St Barth Experience a written and documented report concerning the non-performance of the service or its manifest non-conformity with the published description;
- the Provider has canceled the booking after confirmation.

Outside these cases, St Barth Experience may not maintain the hold on the payout. The hold ends as soon as the situation is resolved (confirmation by the Provider, agreement between the parties, or release of the payout in accordance with Article 10.3 in the absence of a report from the Client). Where an Advance Payment has already been paid out to the Provider, the hold applies only to the balance.

10.6. Refunds. Where the Client is entitled to a refund (cancellation by the Provider, lack of confirmation within the 24-hour period, circumstances provided for in Article 11), the refund is made by the payment service in use. If the payout has already been released to the Provider, the refund is made directly between the Provider and the Client by bank transfer. The Provider accepts this mechanism by accepting these Terms and the terms of use of the payment service. The Provider undertakes to maintain a sufficient balance in its bank account to cover any refunds.

Repayment of the Advance Payment. Where the Client is entitled to a refund while an Advance Payment has already been paid out to the Provider, the payment service refunds the Client from the sums it still holds. The Provider must repay the remainder directly to the Client, by bank transfer outside the Platform, at no cost to the Client, and within seven (7) days of the notification of the cancellation by the Platform. In the event of a full refund, this remainder corresponds to the entire Advance Payment. The Provider must provide proof of the transfer at the request of St Barth Experience, which is neither liable for nor a guarantor of this repayment. Failure to make this repayment within this period may be characterized as a serious breach within the meaning of Article 19 only after a formal notice sent by St Barth Experience has remained unheeded for fifteen (15) days.

If the Advance Payment is not repaid within the prescribed period, St Barth Experience reserves the right to set off the sums owed to the Client against the Provider's future payouts, up to the amount of the unrepaid Advance Payment. The Provider is informed of this in writing before any set-off. This set-off mechanism does not release the Provider from its repayment obligation and does not preclude the other remedies provided for in these Terms.

10.7. Payment Flow Applicable to the Properties Category. Notwithstanding Articles 10.1 to 10.6, the following provisions apply to bookings in the Properties category.

Payment passes neither through the payment service in use nor through St Barth Experience. The Client makes a bank transfer directly to the Provider.

The Provider sends the Client, via the Platform's messaging system, a booking proposal specifying the total booking amount. Payment is made according to the schedule set out in Article 9.9.

The Client reports via the Platform that the down payment has been paid. The Provider confirms receipt of the down payment via the Platform. The booking is considered confirmed only as of the date of this confirmation by the Provider. The Platform records the booking, the dates, the total amount, and the commission due.

The Provider must respond to the Client's booking request within twenty-four (24) hours. Failing a response within this period, the request is deemed declined and the Client is informed accordingly by the Platform.

ARTICLE 11. CANCELLATION CONDITIONS AND RIGHT OF WITHDRAWAL

11.1. Two Cancellation Regimes. The cancellation conditions for Offers booked through the Platform fall under two distinct regimes depending on the nature of the Offer, in accordance with Articles 11.2 and 11.5.

11.2. Offers for Which the Provider Freely Chooses Its Policy. The following Offers fall within accommodation services (other than for residential purposes), car rental services, or leisure activities to be provided on a specific date or within a specific period. In accordance with Article L.221-28 12° of the French Consumer Code, the right of withdrawal does not apply to these Offers:

- Experiences: SeaScape, Sport, Art of Taste, Private Stage, Memories, For kids;
- Properties: Villas, Ecolodges, Bungalows, Apartments, Hotels, Yachts;
- Mobility: Fun & Chic, 4x4 Adventure, Easy Drives, SUV & Vans, Pure Prestige, 2 Wheels & Quads;
- Events: Gourmet Moments, Culture, Island Beats, Local Style.

When setting up each Offer, the Provider chooses a cancellation policy from among the following five policies. The applicable policy is displayed on the Offer page and reiterated to the Client before the payment is validated.

Flexible: full refund for any cancellation made at least twenty-four (24) hours before the start of the Offer. Refund of fifty percent (50%) for any cancellation made less than twenty-four (24) hours before the start of the Offer.

Moderate: full refund for any cancellation made at least seven (7) days before the start of the Offer. Refund of fifty percent (50%) for any cancellation made between one (1) and six (6) days before the start of the Offer. No refund for cancellations made with less notice.

Limited: full refund for any cancellation made at least fourteen (14) days before the start of the Offer. Refund of fifty percent (50%) for any cancellation made at least seven (7) days and less than fourteen (14) days before the start of the Offer. No refund for cancellations made less than seven (7) days before.

Firm: full refund for any cancellation made at least thirty (30) days before the start of the Offer. Refund of fifty percent (50%) for any cancellation made at least seven (7) days and less than thirty (30) days before the start of the Offer. No refund for cancellations made less than seven (7) days before.

Strict: full refund for any cancellation made at least fourteen (14) days before the start of the Offer. No refund for cancellations made with less notice.

These five (5) policies are the only ones applicable to the Offers governed by this article. For Offers in the Properties category, the forty percent (40%) down payment provided for in Article 9.9 is retained by the Provider in the event of cancellation by the Client, regardless of the cancellation policy chosen. The refunds provided for by this policy apply only to the sums paid in excess of the down payment.

Right of Withdrawal: mandatory option, and the only one available, for the Offers listed in Article 11.5. The Client may cancel without giving any reason within fourteen (14) days from the confirmation of the booking, under the conditions of Article 11.5.

11.3. Confirmed Bookings Cannot Be Modified. A confirmed booking can no longer be modified, whether as to the date, time, duration, number of participants, or content of the Offer. A Client who wishes to make a change must cancel the booking in accordance with the applicable cancellation policy and then make a new booking. A Provider who receives a modification request must invite the Client to proceed in this manner.

11.4. Cancellation by the Provider. In the event of cancellation by the Provider, whatever the cause and whatever the applicable regime, the Client is refunded in full. For bookings in the Properties category, the refund is the direct responsibility of the Provider, as the payment did not pass through the payment service in use.

11.5. Offers Subject to the Right of Withdrawal: Regime Imposed by Law. The following **Offers** do not fall within the exceptions provided for in Article L.221-28 12° of the French Consumer Code:

- Experiences: Wellness (massage, yoga, body treatments);
- Events: At home Services (event equipment rental).

For these Offers, the Provider may not choose its cancellation policy. The French Consumer Code grants the Client a fourteen (14)-day right of withdrawal, which takes precedence over any contractual condition. The Client may cancel the booking without giving any reason within this period. The conditions for exercising the right of withdrawal, the Provider's information obligations, and the model withdrawal form are detailed in the document "Right of Withdrawal: Mandatory Disclosures and Form" ("Droit de rétractation : mentions obligatoires et formulaire"), provided to the Provider upon its listing and the receipt of which it acknowledges. The Provider undertakes to comply with all the disclosures and procedures set out in that document.

Failure to inform the Client of the right of withdrawal extends the withdrawal period by twelve (12) months in accordance with Article L.221-20 of the French Consumer Code.

If new categories of Offers are added to the Platform, St Barth Experience will determine their classification under Article 11.2 or 11.5 and inform the Providers concerned.

11.6. Commission and Cancellations. The treatment of the commission in the event of cancellation is governed by Article 9.4.

11.7. Weather Conditions and Safety. For Offers that depend on weather conditions (nautical, aerial, and outdoor activities), the Provider is the sole judge of safety conditions. In the event of a cancellation decided by the Provider for safety reasons related to weather or environmental conditions, the Provider must offer the Client a postponement of the Offer. If no postponement is possible or accepted by the Client, the Client is refunded in full.

11.8. Extraordinary Circumstances. Regardless of the applicable cancellation policy, the Client is entitled to a full refund when an unforeseeable event, beyond the control of the parties and making the performance of the service impossible, dangerous, or substantially compromised, occurs after the booking and before the date of the service. For the Properties category, this refund includes the down payment provided for in Article 9.9. Extraordinary circumstances include, in particular: natural disasters affecting Saint-Barthélemy or the Client's place of departure, declared epidemics or pandemics, government restrictions (border closures, travel bans, states of emergency), the closure of the Saint-Barthélemy airport or of the main transit airport, and major disturbances of public order. The Client must submit the request within a reasonable time after the circumstance arises, together with appropriate supporting documents. Where the circumstance relied upon is the subject of an official declaration, an administrative order, a notice from the competent authority, or a public announcement of the closure of transport infrastructure, the refund is granted automatically. In all other cases, the Client and the Provider settle the dispute within the framework of their direct relationship; St Barth Experience merely forwards the request to the Provider.

11.9. Cancellation Procedure. All cancellations must be made via the Platform. The date on which St Barth Experience receives the notification is authoritative for determining whether the time limits have been met. Where an Advance Payment has been paid out to the Provider under Article 10.3, its repayment to the Client is made under the conditions of Article 10.6. For bookings in the Properties category, any refund provided for in this article is the direct responsibility of the Provider, as the payment did not pass through the Platform.

ARTICLE 12. COMPLAINTS RELATING TO OFFERS

12.1. Principle. The Provider is solely responsible to the Client for the proper performance of the service. Any complaint relating to the quality, conformity, or performance of an Offer falls within the direct relationship between the Client and the Provider.

12.2. Forwarding of Complaints. When St Barth Experience receives a complaint from a Client relating to an Offer, it will forward it to the Provider as soon as possible. The Provider undertakes to respond to it within forty-eight (48) hours of its being forwarded.

12.3. Continued Hold in the Event of a Report. When a written and documented report reaches St Barth Experience before the payout to the Provider is released, St Barth Experience maintains the hold on the funds under the conditions set out in Article 10.5, pending the Provider's response to the report. Where the payout has already been released, St Barth Experience merely forwards the complaint to the Provider in accordance with Article 12.2.

St Barth Experience does not rule on disputes between the Client and the Provider. If the parties fail to reach an agreement, the Client addresses the complaint directly to the Provider and may use the means of dispute resolution provided for by law.

12.4. Cooperation of the Provider. The Provider undertakes to cooperate in good faith in the handling of complaints forwarded by St Barth Experience, to respond within the prescribed period, and to provide the factual information necessary to understand the situation.

ARTICLE 13. LIABILITY

13.1. Scope. This article governs the liability of St Barth Experience for the performance of its own obligations under these Terms, in particular the services defined in Article 3: intermediation, connecting the parties, booking management, payment flow management, and the support service.

St Barth Experience acts as an intermediary and is not a party to the Service Contract. The liability of St Barth Experience does not extend to the performance of the Offers by the Provider under the Service Contract, to their quality, safety, or conformity with the published description, or to disputes between the Provider and Clients relating to the Service Contract.

13.2. General Exclusions of Liability. To the extent permitted by applicable law and subject to the specific provisions of Article 13.3, St Barth Experience is not liable for incidents or damage resulting exclusively from:

- an act or omission of the Provider, in particular a breach of its obligations under these Terms, improper use of the Platform, disclosure of its login credentials to third parties, or failure to follow the instructions for use;
- the inaccurate, incomplete, or misleading nature of the information published by the Provider on the Platform;
- temporary interruptions of access to the Platform necessary for maintenance or updates, under the conditions set out in Article 3.5;
- a force majeure event within the meaning of Article 14;
- malfunctions of the payment services, under the conditions and within the limits set out in Article 18.

The Provider is responsible for the confidentiality of its login credentials for the Platform and for any action carried out using them. It must inform St Barth Experience without delay of any suspected unauthorized access so that the appropriate security measures can be taken.

13.3. Liability Toward the Private Provider. Where the Provider qualifies as a Private Provider, St Barth Experience is strictly liable for the proper performance of the obligations incumbent upon it under these Terms, in accordance with Article L.221-15 of the French Consumer Code.

Its liability may be excluded only if it is shown that the non-performance or improper performance is attributable:

- to the Private Provider;
- to the unforeseeable and insurmountable act of a third party to the contract;
- or to a force majeure event within the meaning of Article 1218 of the French Civil Code.

Interruptions of access to the Platform carried out under the conditions set out in Article 3.5 do not constitute a breach by St Barth Experience of its obligations.

The other situations listed in Article 13.2 constitute, depending on the circumstances, an act or omission of the Private Provider, an act of a third party to the contract that is unforeseeable and insurmountable, or a force majeure event, within the meaning of Article L.221-15 of the French Consumer Code.

The provisions of this Article 13.3 apply without prejudice to the legal guarantee of conformity of the digital service provided for in Article 7 and Annex 2.

13.4. Liability Toward the Professional Provider. Where the Provider does not qualify as a Private Provider, the liability of St Barth Experience is subject to the following rules.

St Barth Experience is bound by an obligation of means (*obligation de moyens*), i.e., a duty to use reasonable efforts, in the performance of its obligations under these Terms. Its liability may be incurred only in the event of proven fault.

The liability of St Barth Experience is limited to compensation for the direct and foreseeable damage suffered by the Provider. The total compensation payable by St Barth Experience, for all causes combined, is capped at the total amount of the commissions received by St Barth Experience from the Provider during the twelve (12) months preceding the event giving rise to the damage.

St Barth Experience shall in no event be held liable for:

- loss of revenue, profits, clientele, or anticipated savings, commercial loss, damage to reputation, or any indirect or consequential damage;
- damage resulting from improper use of the Platform or from failure by the Provider to comply with these Terms.

Where the damage results jointly from a breach by St Barth Experience and an act or omission of the Provider, the compensation payable by St Barth Experience is reduced in proportion to the share of the damage attributable to the Provider.

The limitations of liability set out in this Article 13.4 do not apply in the event of intentional misconduct or gross negligence by St Barth Experience, or in the event of bodily injury.

ARTICLE 14. FORCE MAJEURE

Neither party may be held liable for any failure or delay in the performance of its obligations where such failure or delay results from a force majeure event within the meaning of Article 1218 of the French Civil Code.

The party invoking force majeure must inform the other party as soon as possible and in writing, specifying the nature of the event and its expected duration. If the force majeure event lasts longer than ninety (90) days, either party may terminate these Terms by written notice, without compensation.

This article governs the consequences of force majeure on the relationship between St Barth Experience and the Provider. The consequences of a force majeure event on the relationship between the Client and the Provider are governed by Articles 11.4, 11.7, and 11.8 and by the terms of the Service Contract.

ARTICLE 15. PERSONAL DATA

15.1. Processing by St Barth Experience. St Barth Experience processes the Provider's personal data (identity, contact details, supporting documents, bank details, activity data) for the purposes of performing these Terms, in accordance with the Privacy Policy.

15.2. Obligations of the Provider. The Provider is the data controller for the personal data it collects and processes in connection with the performance of its Offers. It must comply with the applicable personal data protection regulations, in particular French Law No. 78-17 of January 6, 1978 (the French Data Protection Act, known as the "Informatique et Libertés" law) and, where it processes data of persons located in the European Union, Regulation (EU) 2016/679 (GDPR).

ARTICLE 16. CONFIDENTIALITY

Each party undertakes to treat as confidential the non-public information of the other party to which it has access under these Terms, in particular data relating to Clients, commercial terms, and activity data.

This obligation does not apply to information that is or becomes public through no fault of the receiving party, that was already known to the receiving party before its disclosure, or whose disclosure is required by law or by a competent authority.

The confidentiality obligation survives the termination of the contract for a period of two (2) years.

ARTICLE 17. INTELLECTUAL PROPERTY

17.1. Platform. St Barth Experience holds all intellectual property rights relating to the Platform: trademark, logo, interface, software, database, and St Barth Experience's own editorial content (website pages, communications, event programming). The listing does not confer on the Provider any rights to these elements. The Provider shall not reproduce, extract, reuse, or exploit any element of the Platform outside the normal use of its account.

17.2. Provider Content. The Provider retains its rights to the content it publishes on the Platform (texts, photographs). It grants St Barth Experience the license to use such content provided for in Article 4.3.

17.3. Client Content. The content published by Clients on the Platform (reviews, ratings, photographs) remains the property of its authors. The terms of use of such content are governed by the terms applicable to Clients. The Provider may view the reviews published on its Offers via the Platform but may not reproduce them outside the Platform without prior authorization.

17.4. Reciprocal Use of Names and Logos. The Provider may mention its listing on the St Barth Experience Platform in its commercial communications. Any use of the logo or graphic elements of St Barth Experience is subject to the prior written consent of St Barth Experience. St Barth Experience may mention the Provider's name and offer in its communications for the purpose of promoting the Platform.

ARTICLE 18. SUBCONTRACTING

St Barth Experience may use third-party contractors to perform all or part of the Platform's services, in particular for payment processing, technical hosting, and the sending of transactional emails.

St Barth Experience remains liable to the Provider for the proper performance of the obligations incumbent upon it under these Terms, including where it entrusts their performance to a subcontractor. This liability does not cover interruptions or malfunctions of the payment services, the terms of use of which are governed by the contract entered into directly between St Barth Experience and the payment service in use.

Where the Provider qualifies as a Private Provider, St Barth Experience remains liable to it for malfunctions of the payment service affecting the Private Provider's funds, in accordance with Article 13.3.

ARTICLE 19. MODERATION AND SANCTIONS

19.1. Principle. In the event of a breach of these Terms by the Provider, St Barth Experience may take the following measures, in accordance with the principle of proportionality:

- **Written Warning:** St Barth Experience notifies the Provider of the nature of the breach identified and of the corrective measures expected, with a reasonable period to remedy it.
- **Temporary Suspension:** In the event of a repeated breach or a breach of significant seriousness, St Barth Experience may suspend the Provider's listing for a period of seven (7) days. Bookings confirmed before the suspension proceed. If the breach persists at the end of the suspension, St Barth Experience may impose a new suspension or a permanent exclusion.
- **Permanent Exclusion:** In the event of a serious breach or a repeated breach after suspension, St Barth Experience may permanently exclude the Provider.

In the event of a serious breach affecting the safety of Clients or compliance with the law, St Barth Experience may impose an immediate suspension or exclusion.

19.2. Notification. In accordance with Article 17 of Regulation (EU) 2022/2065, St Barth Experience will provide the Provider, no later than the date on which the measure takes effect, with a written notification including: the measure taken and its scope, the facts and circumstances on which the decision is based, the provision of these Terms on which the decision is founded, the legal ground relied on (where the decision concerns illegal content), and the available means of redress.

19.3. Appeals. The Provider may contest any measure taken against it by sending a reasoned appeal by email to contact@stbarthexperience.com within thirty (30) days of the notification. St Barth Experience will review the

appeal within a reasonable time and communicate its decision in writing. The appeal does not suspend the contested measure.

ARTICLE 20. TERM AND TERMINATION

20.1. Term. These Terms are entered into for a period of one (1) year from the acceptance of the listing. They are automatically renewed for successive periods of one (1) year, unless terminated by either party under the conditions below. Either party may terminate this contract by giving the other party thirty (30) days' notice by email.

In accordance with Article L.215-1 of the French Consumer Code, where the Provider qualifies as a Private Provider, St Barth Experience will inform it in writing, no earlier than three (3) months and no later than one (1) month before the end of each period, of the option not to renew the contract and of the deadline for notifying its decision not to renew. This information is provided in a visible manner and in a clearly displayed box.

If such information is not provided within the time limits set out above, the Private Provider may terminate the contract free of charge at any time from the renewal date. The commissions paid for the period after the termination date are refunded to it within thirty (30) days, less the amounts corresponding to the performance of the contract up to the termination date, in accordance with Article L.215-1 of the French Consumer Code.

20.2. Termination for Breach. Either party may terminate these Terms in the event of a breach, after sending a formal notice letter that has remained unheeded for 15 business days.

20.3. Effects of Termination. As of the effective date of termination:

- the Provider's listings are removed from the Platform;
- bookings confirmed before the effective date continue until their completion; St Barth Experience's commission remains due on these bookings;
- the Provider retains access to its dashboard for thirty (30) days to consult its history and download its data;
- the license provided for in Article 4.3 ends.

20.4. Surviving Provisions. Articles 6.6, 6.7, 13, 14, 15, 16, 17, and 22 survive the termination of these Terms.

ARTICLE 21. AMENDMENTS TO THE TERMS

St Barth Experience may amend these Terms to take into account changes in the Platform, in regulations, or in market conditions. The Provider is notified of any amendment by email at least thirty (30) days before it takes effect. The notification specifies the nature of the amendments and their effective date.

A Provider who refuses the amendment may terminate these Terms without notice before the effective date. Continued use of the Platform after the effective date constitutes acceptance of the amended Terms.

Where the Provider qualifies as a Private Provider, continued use of the Platform after the effective date does not constitute acceptance of the amended Terms. The acceptance of the Private Provider must be express.

Where a legal or regulatory obligation requires an amendment within a time frame incompatible with the thirty-day notice period, St Barth Experience may make the amendment without prior notice. The Provider is informed of it as soon as possible.

ARTICLE 22. GENERAL PROVISIONS

22.1. Governing Law. These Terms are governed by French law.

22.2. Notices. The notices provided for in these Terms are sent by email to the address registered by each party on the Platform. Any change of notice address must be communicated to the other party as soon as possible. Notices take effect on the date of their receipt, which is presumed to be the first business day after they are sent.

22.3. Amicable Resolution and Mediation. In the event of a dispute relating to the interpretation or performance of these Terms, the parties undertake to seek an amicable solution. The party taking the initiative sends the other party a written notice describing the dispute. The parties have thirty (30) days from such notice to reach an agreement.

Where the Provider qualifies as a Private Provider, it may have recourse, free of charge, to a consumer mediator, whose contact details will be communicated shortly (membership in an approved mediation body is pending). Recourse to mediation is conditional on the Private Provider having first sent a written complaint to St Barth Experience.

22.4. Jurisdiction. Failing amicable resolution within the period set out in Article 22.3:

Where the Provider qualifies as a Private Provider:

- the Private Provider may bring proceedings before either the court of its place of domicile at the time the contract was entered into, or the court of its place of domicile at the time the harmful event occurred, or any other court having territorial jurisdiction in accordance with the applicable statutory rules;
- if proceedings are initiated by St Barth Experience, they may only be brought before the court of the Private Provider's place of domicile.

Where the Provider does not qualify as a Private Provider, the parties agree that any dispute relating to the validity, interpretation, performance, or termination of these Terms falls within the exclusive jurisdiction of the Mixed Commercial Court (Tribunal mixte de commerce) of Basse-Terre (Guadeloupe), notwithstanding multiple defendants or third-party claims.

22.5. Severability. If any provision of these Terms is declared null and void or unenforceable by a competent court, the other provisions remain in full force and effect.

22.6. Entire Agreement. These Terms constitute the entire agreement between St Barth Experience and the Provider with respect to their subject matter.

22.7. Assignment. The Provider may not assign these Terms without the prior written consent of St Barth Experience. St Barth Experience may assign these Terms in connection with a restructuring, a merger, or a transfer of its business, provided that it informs the Provider as soon as possible and no later than the effective date of the assignment. In the event of an assignment by St Barth Experience, the Provider may terminate these Terms within thirty (30) days of the notification of the assignment, without compensation.

ANNEX 1 (For Private Providers)

MODEL WITHDRAWAL FORM FOR THE LISTING AGREEMENT

(In accordance with the annex to Article R.221-1 of the French Consumer Code)

(Please complete and return this form only if you wish to withdraw from the listing agreement on the St Barth Experience Platform.)

To: St Barth Experience, SAS, 147 Chemin des Plateformes, 97133 Saint-Barthélemy,
contact@stbarthexperience.com

I hereby give notice of my withdrawal from the listing agreement on the St Barth Experience Platform, a digital intermediation service, relating to the listing of my offer:

Date of acceptance of the Terms: _____

Name of the Provider: _____

Address of the Provider: _____

Date: _____

Signature of the Provider (if this form is notified on paper): _____

ANNEX 2 (For Private Providers)

LEGAL GUARANTEE OF CONFORMITY OF THE DIGITAL SERVICE

This annex sets out the conditions for implementing the legal guarantee of conformity of the digital service provided for in Article 7 of these Terms, applicable to any Provider qualifying as a Private Provider.

1. Obligation of Conformity. St Barth Experience is liable for any lack of conformity of the digital service that appears during the entire period of supply provided for in the contract, in accordance with Article L.224-25-12 of the French Consumer Code. The digital service must comply with the contractual criteria (Article L.224-25-13) and the legal criteria (Article L.224-25-14) of the French Consumer Code.

2. Burden of Proof. Throughout the period of supply of the digital service, the Private Provider is only required to establish the existence of the lack of conformity and not the date on which it appeared.

A lack of conformity resulting from an incompatibility of the digital service with the Private Provider's digital environment does not give rise to the liability of St Barth Experience where the Private Provider was informed, in a clear and comprehensible manner, of the technical compatibility requirements before the contract was entered into.

3. Remedies for Lack of Conformity. In the event of a lack of conformity, the Private Provider is entitled to have the digital service brought into conformity without undue delay following its request, free of charge, and without significant inconvenience to it.

The Private Provider may obtain a reduction of the commission while continuing to benefit from the digital service, or terminate the listing agreement and obtain a refund of the commissions paid in exchange for giving up the digital service, in the following cases:

1° St Barth Experience refuses to bring the digital service into conformity;

2° bringing the digital service into conformity is unjustifiably delayed;

3° the digital service cannot be brought into conformity without costs being imposed on the Private Provider;

4° bringing the digital service into conformity causes significant inconvenience to the Private Provider;

5° the lack of conformity of the digital service persists despite the unsuccessful attempt by St Barth Experience to bring it into conformity.

The Private Provider is also entitled to a reduction of the commission or to termination of the contract where the lack of conformity is so serious that it justifies an immediate reduction or termination. In that case, the Private Provider is not required to first request that the digital service be brought into conformity.

Where the lack of conformity is minor, which St Barth Experience must prove, the Private Provider is entitled to termination of the contract only if the contract does not provide for the payment of a price.

Any period during which the digital service is unavailable while being brought back into conformity suspends the remaining guarantee period until the digital service is supplied again in conformity.

The Private Provider may withhold payment of all or part of the commission until St Barth Experience has fulfilled its obligations under this guarantee, under the conditions set out in Articles 1219 and 1220 of the French Civil Code. In the event of termination of the contract, the Private Provider is not required to pay the commission corresponding to the period, prior to termination, during which the digital service was not in conformity (Article L.224-25-18 of the French Consumer Code).

The rights provided for in this article are exercised without prejudice to the award of damages.

4. Updates. St Barth Experience will provide the updates necessary to keep the digital service in conformity throughout the term of the contract, in accordance with Article L.224-25-25 of the French Consumer Code.

Platform updates are deployed by St Barth Experience without any action by the Private Provider. Where an update requires action by the Private Provider, St Barth Experience will inform it, on a durable medium, of the availability of the update and of the consequences of not installing it. If the Private Provider does not install the update within a reasonable time, St Barth Experience is not liable for any lack of conformity resulting solely from the failure to install the update concerned, provided that such failure is not due to shortcomings in the installation instructions provided by St Barth Experience.

5. Exclusions. The legal guarantee of conformity does not cover defects resulting from:

- an incompatibility of the digital service with the Private Provider's equipment, software, or internet connection, where these do not meet the technical requirements communicated by St Barth Experience before the contract was entered into;
- use of the digital service that does not comply with these Terms or with the instructions provided by St Barth Experience;
- an unauthorized modification of the digital service by the Private Provider;
- a malfunction attributable to a third-party service independent of the Platform (internet service provider, terminal, or equipment of the Private Provider).

6. Reporting a Lack of Conformity. The Private Provider reports any lack of conformity of the digital service to St Barth Experience by email to the following address: contact@stbarthexperience.com or via the contact form available on the Platform, describing the nature of the defect identified. St Barth Experience will acknowledge receipt of the report within five (5) business days and bring the digital service into conformity without undue delay, free of charge, and without significant inconvenience to the Private Provider.

7. Mandatory Pre-Contractual Information. As required by law, the Private Provider is informed of the applicable legal guarantee of conformity in the following terms:

Guarantee of conformity for the continuous supply of digital content or a digital service:

The consumer is entitled to invoke the legal guarantee of conformity if a lack of conformity appears at any time during the contractual period of supply of the digital content or digital service, starting from the supply of the digital content or digital service. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date on which it appeared.

The legal guarantee of conformity entails the obligation to provide all updates necessary to keep the digital content or digital service in conformity throughout the contractual period of supply of the digital content or digital service.

The legal guarantee of conformity entitles the consumer to have the digital content or digital service brought into conformity without undue delay following the consumer's request, free of charge, and without significant inconvenience to the consumer.

The consumer may obtain a price reduction while keeping the digital content or digital service, or may terminate the contract and obtain a full refund in exchange for giving up the digital content or digital service, if:

- 1° The trader refuses to bring the digital content or digital service into conformity;
- 2° Bringing the digital content or digital service into conformity is unjustifiably delayed;
- 3° The digital content or digital service cannot be brought into conformity without costs being imposed on the consumer;
- 4° Bringing the digital content or digital service into conformity causes significant inconvenience to the consumer;
- 5° The lack of conformity of the digital content or digital service persists despite the trader's unsuccessful attempt to bring it into conformity.

The consumer is also entitled to a price reduction or to termination of the contract where the lack of conformity is so serious that it justifies an immediate price reduction or termination of the contract. In that case, the consumer is not required to first request that the digital content or digital service be brought into conformity.

Where the lack of conformity is minor, the consumer is entitled to terminate the contract only if the contract does not provide for the payment of a price.

Any period during which the digital content or digital service is unavailable while being brought back into conformity suspends the remaining guarantee period until the digital content or digital service is supplied again in conformity.

These rights arise from the application of Articles L. 224-25-1 to L. 224-25-31 of the French Consumer Code.

A trader who in bad faith obstructs the implementation of the legal guarantee of conformity is liable to a civil fine of up to 300,000 euros, which may be increased to as much as 10% of its average annual revenue (Article L. 242-18-1 of the French Consumer Code).