

# General Terms and Conditions of Business

## **1 - CONTRACTING PARTIES:**

These Terms and Conditions are legally binding between the traveller(s) and Be Driven, hereinafter referred to as Be Driven S.A.S.

## **2 - ACCEPTANCE OF THESE TERMS:**

The business purpose of Be Driven is the provision of any services, in particular of driver services as well as the provision of high-end transportation vehicles.

Be Driven SAS (hereinafter referred to as "Be Driven") furnishes all services (hereinafter collectively referred to as "SERVICE(S)") exclusively on the basis of these General Terms and Conditions ("GTC"). These GTC apply to all offers and agreements in the context of current and future business relations, even if they should be not be expressly agreed upon again. At the latest, these GTC shall be deemed to be accepted and binding at the time such SERVICE is utilized.

Any existing, deviating, conflicting or additional terms and conditions of the CUSTOMER are hereby expressly inapplicable, unless otherwise specified in written form (text, by e-mail) between the Contracting Parties regarding the modification concerned.

Any individually made agreement with the CUSTOMER has precedence over these GTC, since this corresponds then to the desire of the Contracting Parties. The conflicting GTC is to that extent irrelevant. Any corresponding contract overriding the validity of the conflicting GTC must be made in writing. Declarations which the CUSTOMER makes after the time of the conclusion of the contract with Be Driven must also be made in writing to be valid, as otherwise the made declarations shall have no legal validity.

Insofar as there is nothing adversely agreed upon between Be Driven and the CUSTOMER, the statutory provisions are valid. Any references to legislation are for declaratory purposes only.

PLEASE NOTE: Acceptance of a quotation from Be Driven constitutes acceptance of these Terms and Conditions which take effect immediately.

## **3 - CHAUFFEUR SERVICES:**

All chauffeurs hired by Be Driven hold a valid passenger transport license according to the French Passenger Transport Law in connection with the Regulation on the Execution of the Passenger Transport Law.

1. Be Driven SAS is not liable for the non-performance of the Service, if caused due to force majeure or other events not foreseen at the time of the conclusion of the contract (i.e. operational disruptions of all kinds, difficulties in material or energy procurement, transportation delays, strike, legal lockouts, lack of workers, energy or raw materials, difficulties in obtaining regulatory approvals, government actions or the lack thereof, incorrect or untimely delivery by suppliers), for which Be Driven SAS has no responsibility. The chauffeur shall accordingly not bound to comply with the passenger(s) request to exceed speed limits. Be Driven will immediately inform the customer about such circumstances after obtaining knowledge of such.

2. The occurrence of a delay in performance shall be determined in accordance with legal provisions. However, in each case the customer is required to give notice.

Save as otherwise specified in the Contract, the Buyer shall further be responsible for all parking and toll charges incurred in the provision of the Services. The Chauffeur shall, unless otherwise specifically stated in the Contract, have complete discretion as to the optimum route for the contracted journey, whether or not it is actually the shortest route.

No one other than the Chauffeur shall be entitled to drive the Vehicle.

In the event of any breakdown of the Vehicle, Be Driver shall use its best efforts to ensure that an alternative vehicle attends at the earliest opportunity to recommence the provision of the Services.

The Buyer acknowledges and agrees that the Chauffeur shall have the absolute discretion to refuse to transport any Passenger(s) who are under the influence of drugs or alcohol and whose behavior whilst in that state reasonably poses a threat to the Chauffeur, the Vehicle or any other Passenger(s).

Be Driven reserves the right to procure that the Chauffeur refuses the carriage of luggage if in the Chauffeur's opinion the weight and volume of the same is excessive.

The Buyer shall indemnify Be Driven on demand for any damage caused by the Passenger(s) to the interior or exterior of the Vehicle and for all cleaning and valet costs if any Passenger(s) in any unreasonable way causes the cleanliness of the Vehicle to be of an inferior standard than that which prevailed at pick-up time, other than normal wear and tear. The Buyer shall make payment to Be Driven without set-off (which right is hereby excluded pursuant to these Conditions) within thirty days of the date of issue of a valid invoice of Be Driven for such charges.

The maximum seating of the Vehicle shall be as determined by Be Driven and shall not be exceeded.

All vehicles proposed are strictly non-smoking in application of the September 12, 1977 law. (Décret n°77-1042)

Animals are not allowed in the vehicles. In the event that any passenger(s) in the opinion of the chauffeur are behaving in an aggressive or threatening manner towards them, may terminate that specific journey. Such termination shall not remove the responsibility from the buyer to settle all sums due to Be Driven for that journey.

It shall be the Passenger(s) sole responsibility to ensure that any seatbelt provided in the Vehicle is worn by them and Be Driven consequently excludes any liability to the Buyer and/or the Passenger(s) attributable to any such failure.

Passengers shall travel with their own baby seats. Meanwhile, Be Driven may kindly provide with prior written request, if available baby seats left to the entire responsibility of Passengers of use and fastening.

## **4 - SPECIAL REQUESTS:**

Specific requests should be advised at time of booking. Please note that every effort will be made to secure special requests, however ; they cannot be guaranteed.

#### **5 - PRICES & ARRANGEMENTS:**

1. Unless the Contracting Parties have agreed otherwise in writing, the Be Driven prices on the price list shall apply, which can be requested from Be Driven.

2. The CUSTOMER is liable for payment of the remuneration stated in the offer, in the order confirmation and/or in the contract for the SERVICE plus the respective statutory value-added-tax. The terms of payment specified on the invoice apply.

3. The payments for the utilized SERVICE shall be made exclusively to the account of Be Driven. The deduction of a discount is permissible only by express agreement between Be Driven and the CUSTOMER in writing. The furnished SERVICE can be reliably calculated using the tracking data. The CUSTOMER may view the data for 30 days, after which they will be permanently deleted. Complaints regarding the SERVICE furnished by Be Driven must be reported within 14 days to Be Driven in writing.

Provided that the Contracting Parties have made no fixed price agreement, reasonable price adjustments due to changes in costs of labor, materials and distribution of SERVICES, which take place three (3) months or later after the conclusion of the contract, remain reserved. The agreed upon prices are based on the raw material costs for gasoline valid at the time of the conclusion of the contract.

#### **6 - EXTRA EXPENSES, MEALS & ACCOMMODATION:**

Our Prices do not include Highway fees, Parking fees and accommodation for drivers (140 EUR w/o Taxes (+VAT 20%)) per night and per Driver if the Driver have to stay over.

Driver's meal will be charged if the service is carried out between 12:00 and 14:00 and between 19:00 and 21:00.

Driver shall not work more than 14 Hours per day.

Additional Fee of 50 % will be charged on December 24th, 25th, January 1st and May 1st.

#### **7 - METHOD AND TERMS OF PAYMENT:**

Service booked must be paid in advance through the following ways of payment:

Payment may be made in cash (within the maximum of the regulatory limit), cheque (drawn exclusively on a bank domiciled in France), Credit Card (Visa American Express & MasterCard Credit Cards and Payments in Euro € & USD \$) by filling out the Debit Authorization Form received with quotation and to return to [contact@bedriven.fr](mailto:contact@bedriven.fr) prior to any Service., wire transfer (at least 48 hours before Services) or any other means of payment accepted by the Service Provider. At the time of payment by bank card, the Customer agrees to use only and personally the card of which he is the owner. In case of fraudulent use, the Service Provider's responsibility cannot be engaged. The Customer shall indicate at the time of payment the number, the validity date and the cryptogram of his bank card. Remote payment by bank card is fully secured by SSL protocol and insured by an organization specializing in online secured transactions. Transmission of bank data takes place by secured link and directly onto the Internet

website of said organization. In any event, non-availability of the electronic payment service can in no case dispense the Customer from its obligation to pay for the chosen Services. Any delay in payment will, after the sending of a letter of formal notice, result in the invoicing of late payment interest exclusive of tax, equivalent to application of a rate equal to the rate of the European Central Bank, increased by 10 points. For the payment of additional services to the original reservation, your credit card will be requested to guarantee the booking and the balance shall take place before the end of the service.



#### **8 - CANCELLATION CONDITIONS:**

The cancellation of the booked services, must be sent via email at [Contact@bedriven.fr](mailto:Contact@bedriven.fr)

Be Driven SAS shall send a confirmation of the cancellation. If the Customer does not receive such confirmation is the Customer's responsibility to call our Call Center available 24 hours a day.

Less than 24 H : 100% of the total service Penalty.

Between 48 H & 24 H : 50% of the total service Penalty

Before 48 H : No penalty unless specific car renting or any specific expenses advance

#### **9 - LUGGAGES:**

Each passenger may bring a number of luggage (usually 2) that can be carried in the car. In the case of bulky luggage, we ask to inform us during the booking. Luggage shall not exceed 30 kg per passenger.

In the case of non-communication Be Driven or its staff can refuse to carry bulky objects or luggage in excess compromising the safe and optimal visibility of the chauffeur while driving.

Luggage is transported under exclusive responsibility of the Customer. The forgotten luggage in the coach will be held at our offices or delivered upon request at the address indicated by the customer at his own expenses.

#### **10 - GRATUITIES:**

Gratuities for guides, drivers, porters, staff, ship crew and Tour Managers are not included and are at the discretion of the traveler.

#### **11 - NOTICE OF DEFFECT:**

The client must notify Be Driven of any complaints or defects of the transport services within three working days after the client has become aware of them. If no notification has been received, the service is deemed to have been duly rendered and the claim for fees of Be Driven to the person who rented the vehicle remains unaffected. If, as an exception, the client cannot be reasonably expected to fulfil the notification period, he shall notify the defect as soon as possible. The client shall proof the unreasonableness to comply with the notification period.

#### **12 - PLACE OF JURISDICTION, APPLICABLE LAW, WRITTEN-FORM CLAUSE, TRANSLATION OF GTC:**

If the client does not have a general place of jurisdiction in France or in any other EU member state, the seat of Be Driven shall be the exclusive place of jurisdiction for any and all disputes arising

from this agreement. If the client is a merchant, a legal person of the public law or a public legal special asset, the place of jurisdiction shall be the court which is competent for the seat of Be Driven and Be Driven shall be entitled to sue the client at his general place of jurisdiction. French Law shall apply to this agreement. Any oral commitments made by Be Driven, its representatives or other agents shall be confirmed in writing by Be Driven, to be effective. These General Terms and Conditions will also be available as a translation into English due to the international business relations of Be Driven. In case of deviations between the contents of the English translation and the French original, the French original shall prevail.

### **13 - ARBITRATION AGREEMENT:**

Any claim arising out of or relating to these Terms and Conditions, to the Limits on Be Driven's Responsibility clause, to the brochure, to any information relating in any way to the trip, to the trip itself or to any products or services related to the trip, shall be settled in the first instance by binding arbitration in the applicable legal forum as detailed in these Terms and Conditions. In lieu of a personal appearance at arbitration the arbitration may be conducted by telephonic means. Arbitration is the exclusive forum in the first instance for dispute resolution and except as otherwise provided by statute, each party shall bear its own costs and expenses and an equal share of the arbitrator and administrative fees.

### **14 - ACCURACY OF MATERIALS**

The Internet sites of Be Driven provide you with a wide range of carefully prepared information which are updated on a regular basis. Errors are possible, despite the careful verification. The materials appearing on Be Driven's website could include technical, typographical, or photographic errors. Be Driven does not warrant that any of the materials on its website are accurate, complete or current. Be Driven may make changes to the materials contained on its website at any time without notice. However Be Driven does not make any commitment to update the materials. Any liability for the topicality, completeness or correctness of the information provided by us is excluded. We expressly reserve the right to change, supplement or delete the Internet sites of Be Driven at any time without any notification in advance. The Internet sites of Be Driven comprise links to third party Internet sites. We have no influence on the design or content of these sites of third parties and we do not adopt their contents. The usage conditions of the respective provider apply to the use of these sites of third parties. We neither assume any liability for illegal, incorrect or incomplete contents of third party sites nor for damages which are caused due to the use or non-use of the links to the sites of third parties. We are only and insofar responsible for the contents of these sites if we were positively aware of possible illegal or criminal contents and if it was technically possible or reasonable to prevent the use. We will not secure any data or contents of emails which you will transmit. We will not assume any liability for the loss of such data.

### **15 - PERSONAL DATA**

Processing activities carried out. The personal data communicated by the Customer are processed by computer by the Service Provider, notably in the context of execution and management of its contractual relationship with the Customer, its legitimate interest in improving the quality and operational

excellence of the services offered to said customers or fulfilment of certain regulatory obligations. The processing of these data is carried out in compliance with Law no. 78-17 of 6 January 1978, currently in force and/or any other law or any other Community Regulation applicable (hereinafter "Personal Data Legislation"). The Service Provider processes, collects and retains only the personal data communicated voluntarily by the Customer, such as: surname, forename, date of birth, contact details, nationality, bank details, etc., notably for the purposes of supplying the Services ordered, managing its contractual relationship with the Customer, sending offers for products and services offered by the Service Provider and/or its partners and producing statistics. At the time of each booking, the Customer will be invited to fill out or complete a form on which some sections, marked with an asterisk, will be mandatory. In the absence of any response or if the information provided is incorrect, the Service Provider may decide not to process the Customer's request. Other data are optional. The Customer will guarantee the veracity and accuracy of the information provided by themselves or any other third party using their data in connection herewith. Recipient of Data. Access to the personal data of Customers is granted only to those persons and services who are authorized to be aware of them in the context of the processing purposes mentioned above and/or provided such access is required by a statutory or regulatory basis, unless you tick the box expressly agreeing to receive offers and information from the Service Provider's partners. The Service Provider may share the personal data of Customers with authorized suppliers in order to carry out services on its behalf which may be situated in other countries. Before doing so, the Service Provider takes all necessary measures to ensure that the personal data of Customers benefit from appropriate protection as required by the Personal Data Legislation and its internal policies. Period of retention. The Service Provider undertakes to retain and store the Customer's personal data for a period which does not exceed the period necessary for the purposes for which they are collected and processed, and extended, where applicable, by the applicable statutory or regulatory periods of limitation. Rights of the Customer. Under the Personal Data Legislation, the Customer has a right of access, rectification, removal, portability or to be forgotten in connection with the personal data concerning them, along with a right of restriction of the processing of their data and of objection to this processing for legitimate reasons. To exercise these rights, the Customer can contact us at [contact@bedriven.fr](mailto:contact@bedriven.fr) citing their full name and the purpose of their request. We may ask the Customer for additional information in order to identify them and be able to process their request. The Customer also has the right to issue specific or general instructions concerning the retention, erasure and communication of their data post-mortem. If they are of the opinion that their rights are not being respected, the Customer has a right to file a complaint with the French data protection authority, the Commission Nationale de l'Informatique et des Libertés, via the following link: [www.cnil.fr](http://www.cnil.fr). However, we would ask the Customer to send us any request beforehand, contacting us at the address given above so that we can process their request and reach an amicable solution. For any queries or comments about this article, the Customer may contact us at [contact@bedriven.fr](mailto:contact@bedriven.fr)

Security. The Service Provider undertakes to guarantee the security and confidentiality of the personal data communicated and transmitted by the Customer in order to prevent them being

distorted or damaged or any unauthorized third parties having access to them.

**16 - CONFIDENTIALITY:**

Be Driven hereby agrees to maintain the confidentiality of the personal information provided by the Customer on this website in accordance with France's Computers and Freedoms Law No. 78-17 of January 6, 1978. In this capacity, Be Driven hereby agrees not to disclose to third parties the personal information provided by the User on this website and to use said information for processing the reservation only. In accordance with France's Computers and Freedoms Law No. 78-17 of January 6, 1978, the Customer is entitled to access, change, correct and delete personal data about them. by sending his/her request to the Be Driven customer service.

Translated into English for information purposes only. In the event of a dispute, the French version shall prevail.