

MISS MAM General Terms of Rent

Terminology

Miss Mam : a limited liability company with a capital of 10,000 euros, registered in the Trade and Companies Register of ANTIBES under the number 809 035 470, whose head office is located at 25, rue de Fersrn in ANTIBES (06600), VAT number: FR67809035470 – APE 4771Z.

"Website": www.missmam.fr

"Products": these are the products that the Customer can rent through the shop.

"Customer": it is the major consumer who rents Products via the shop for his personal use and who, in so doing, declares and guarantees to fulfil all the following qualities and conditions: he has the legal and financial capacity to contract; He is fully entitled to use the payment card for the payment of his rent and has at the time of the validation of the lease, the necessary authorizations to use this method of payment.

Products

MISS MAM leases to major and non-professional consumers, for their personal use, via a network of selected pick up point acting in their name and on their behalf, some child care products presented on the "website", for a period of 1 day minimum up to 31 days, within the limit of the stocks respectively available for lease at each Pick up point. These products comply with the standards in France and are in a condition of use.

Rental arrangements, prices and cancellation conditions

The customer chooses the product he wants to rent, he chooses the rental period and pays the rental price due, this last transaction forming the lease between MISS MAM and the Customer. The applicable price is the one mentioned in the "Our Products and Rates" section of the Website. It includes all taxes. These prices can be modified at any time by MISS MAM, without delay. The Customer must pay at the shop, by credit card or cash, the price corresponding to the rental.

Terms of cancelation

Under the applicable law, the Customer has a period of 14 days to exercise his right of cancellation without having to justify reasons or to pay penalties. When this period of 14 days expires on a Saturday, Sunday or a holiday or holiday, it is extended until the next working day. The cancellation period runs from the moment of payment of the rental by the Customer. By exception, this cancellation period will not apply if the rental period begins during the 14 clear days. In any case, after this period, the rental cannot be cancelled for any reason whatsoever, the amount paid will be acquired by MISS MAM.

Product Pick up

When the Client arrives at the shop to pickup the rented Product, he must meet the following conditions in order to proceed with his pickup: The client must have first read the rules of use and safety of the Product on the Website, the Customer agrees to respect these rules; The client must present its identity document and be must proceed to the settlement of **the deposit** (exclusively by bank check and / or cash in euros), according to the scale listed on the Site.

Return of the Product

Upon return of the Product, the shop will check the condition of the Product with the Customer. To that extent, in the case of failure to return the Product, regardless of the cause, or the return of the Product degraded or out of use, and this, whatever the cause the Customer will automatically be charged the amount corresponding to the totality of his deposit which will not be returned to him.

By way of limiting exception: in case of soiling or minor scratch, an fine **of 20 euros per dirty spot or scratch** will be added to the invoice.

In the event of late return of the Product, the Customer must pay **a fine of 15 euros per late day**. A period of tolerance of 30 minutes will be regarded from the expected return time. This time will be, by decision of the shop, levied automatically on the deposit. In case of return of the Product before the due date, following the term of the rental period, the Customer will not be refunded the amount corresponding to the rental period thus lost by the Customer.

Use of Products - Liability

In all cases, the Customer has the custody and the responsibility of the Products picked up from the shop (or in the hands of any third party acting on behalf of the Customer, under condition that the client has a mandate written and signed in due form), and that, until their restitution at the shop. The Customer is committed to use the Products "kindly" as if it were its own equipment. The Customer must follow the conditions of their use which appear on the Website www.missmam.fr, and respect them in all points, in particular those related to the hygiene and safety for people and Products.

The Customer must always, in all places and under its exclusive responsibility, ensure by all adapted means, the protection of the products rented against theft, damage and soiling of any kind (use of a lock in public places; in clean and lockable rooms, adequate protection against the weather, dirt of all kinds, etc.). The Customer shall ensure the cleanliness and hygiene of the Products placed at his disposal and will take care of any useful cleaning in order to return them in the condition in which they were given to him. To that extent, in the absence of reservation complaint by the Customer and / or by the shop, the Product will be deemed to have been delivered to the Customer clean and in perfect condition of use. The Customer will be the only responsible person for any damage caused by mistakes or negligence in the use of the rented Products, or if it was used in unusual conditions. The Customer cannot modify the Products in any way; he must return them complete and including all their possible accessories. The Customer will be fully responsible for the respect of the general conditions of the rental by the persons with whom and for which it will be used, in particular his friends and relatives, his spouse and his children. The Customer cannot sell or give the Products to anyone, nor charge or let them charge any fee to anyone. The Customer cannot in any case refuse to return the Products at the end of the lease period, nor place them in receivership.

Moreover, MISS MAMA's liability is, in all cases where it is recognized, limited to the agreed fee of the lease settled before. MISS MAM cannot be held liable for any indirect damage suffered by the Customer.

Contact

For any information or request about any information, the Customer may contact MISS MAM via the email address contact@missmam.fr

Personal data

MISS MAM binds to respect the confidentiality of the personal data communicated during the rental and to process these data in the respect of the Data Protection Act n ° 78-17 of January 6th, 1978. The information and personal data transmitted are subject to computer processing and may be used by the internal departments of MISS MAM to : the processing, execution and management of orders; the processing of requests for information, claims and / or retractions; the processing of requests for information. MISS MAM also retains information and data for security purposes in order to comply with the legal and regulatory obligations. MISS MAM is committed not to communicate the Customer's information to third parties other than its commercial partners and subcontractors responsible for the management, execution, processing, delivery, payment and / or monitoring of orders. Miss Mam may however be required to provide these data to respond to an order from the legal authorities.

Cases of force majeure and other

The performance of all or part of the obligations of MISS MAM will be suspended in the event of the occurrence of a case of force majeure, a fortuitous event, or because of third parties, which would hinder or delay the execution. MISS MAM will inform the Client of the occurrence of such a case within 7 days of its occurrence. If the suspension of the bonds continues beyond a period of 30 days, the Customer will have the possibility to cancel the current renting and MISS MAM will proceed to its refund.

In case of dispute

The law applicable to the contract is French law. The Customer has the possibility, before any legal action, to resort to a conventional mediation procedure or any other alternative way of settling disputes to seek for an amicable solution. Any dispute that could not be resolved amicably will be the exclusive jurisdiction of the French courts and more specifically the competent court of Antibes.

Read & Approved (Date):

Signature :