CHAUFFEU

Terms of use

Chauffeu - NEXANTO
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For information only: this English translation is provided for convenience. The French version prevails.

1 - Publisher and scope

The "Chauffeu" iOS app and the website https://chauffeu.com are published by **SZANTO Dominik, sole trader (entrepreneur individuel, EI), trade name NEXANTO**, SIREN 130 807 183, SIRET 130 807 183 00012, RCS Paris, 142 rue du Faubourg Saint-Antoine, 75012 Paris, France. Contact: **contact@chauffeu.com**; **07 44 93 11 76** / **+33 7 44 93 11 76**.

These terms of use (CGU) cover using the app, browsing and using the website, quote requests, exchanges and the customer account functions. They do not replace the terms and conditions of sale (CGV), which govern orders, transport, payments, cancellations and refunds.

2 - The service

Chauffeu organises chauffeur-driven passenger transport **by advance booking only**, in France and in the other European countries served, listed in the CGV, in the served cities shown in the app and on the website, including journeys with neither departure nor arrival in France. The business sells the services; independent professional Carriers perform them.

Showing a destination, a sample journey or an estimate does not by itself confirm availability. The confirmation procedure of the CGV applies. Neither the app nor the website is an immediate-ride service or an emergency service.

3 - Availability and acceptance

The CGU are available before the functions concerned are used. In the app, they are available before the account is created and at any time in Help; on the website, when the account is created and at the bottom of every page. When a function requires a contractual commitment, the user can read, keep and accept the corresponding conditions. Mere browsing is not a paid order, the acceptance of an option or consent to advertising tracking.

A user who places an order has legal capacity and, when acting for a business or a third party, the necessary authority. The conditions for minor passengers are set by the CGV and the booking.

4 - Access and operation

Browsing the website and downloading and using the app are free of charge, apart from connection costs charged by the user's operators. Transport services remain payable under the CGV. The user uses compatible equipment and takes reasonable care of its security.

The app runs on iPhone and iPad with a compatible iOS or iPadOS version, shown on the App Store, and, when the App Store offers it there, on Mac computers with Apple silicon. When an old version of the app is no longer supported, an update may be required to keep booking. The website is used with a recent version of a common web browser.

The app is offered in 30 languages and the website in 19 languages. The CGU, the CGV and the other legal documents are written in French, the version that prevails, and translated into English for information; when the app is used in another language, they are shown in English; on the website, the French version is shown in every language of the website, with a link to the English translation.

Chauffeu may temporarily interrupt some functions for maintenance, updates or incidents, while trying to limit disruption. Uninterrupted availability is not guaranteed. This provision removes neither the obligations relating to

journeys already confirmed nor the remedies in case of a failure attributable to Chauffeu.

If a technical difficulty affects a booking, the user can write to contact@chauffeu.com or call 07 44 93 11 76. The time-stamping and cancellation rules of the CGV remain applicable.

5 - Customer account

Creating an account requires accurate information and up-to-date contact details. Login details must be protected and not shared with unauthorised persons. Any suspected fraudulent access can be reported to the contact above.

In the app, the account is created with an email address and a password, or with **Sign in with Apple**. With Sign in with Apple, Apple may share a private relay address; messages sent to that address are then forwarded by Apple. An email to verify the address is sent when the account is created. Signing in with a Google account is not available yet. The same account is used in the app and on the website (section 5 ter), where a booking can also be made without an account.

A phone number is required to create and use an account: it lets the driver send an SMS or call about the journey. With Sign in with Apple, which does not provide one, it is asked for right after signing in. It can be changed in the profile, but not removed.

The session opened in the app is tied to the device used; the one opened on the website is tied to the browser used (section 5 ter). The user can log out at any time; resetting the password logs out the other devices and browsers.

Logging in with Face ID or Touch ID. In the app, after logging in with the password or with Sign in with Apple, the user can switch on logging in with Face ID or Touch ID for the device used, and switch it off at any time in their account. The face or fingerprint is recognised by the device: Chauffeu receives no biometric data. Anyone whose face or fingerprint is enrolled on the device can then log in to the account; the user therefore switches this function on only on a device where only their own face or fingerprints are enrolled. The password and Sign in with Apple remain available. The function is switched off automatically after a password reset, an email change, signing out of every device, the removal of the device or a request to delete the account, and when the faces or fingerprints enrolled on the device change; it can then be switched on again.

Chauffeu does not automatically attribute to the user every action performed with their login details: the circumstances, the security measures and the rules of evidence are taken into account. A proportionate check may be requested to protect an account or a transaction.

Closing the account can be requested by email or done directly in the app, at any time, from the account: to avoid a deletion by mistake, the user first types the confirmation word shown, then confirms their identity with the password or with Sign in with Apple. Without an upcoming paid journey, the account is deleted immediately. When one or more paid journeys are upcoming, the app says so before confirmation: the deletion request then counts as a request to cancel each of these journeys, handled by the team under the CGV (the time of the request counts and fees may apply), and the account is then deleted automatically, usually within 2 business days. The user is signed out on all their devices as soon as they make the request, cannot sign in to that account meanwhile and receives an email when making the request and again when the account has been deleted. Test bookings do not count as paid journeys. For an account created with Sign in with Apple, the authorisation given to the app is also revoked with Apple.

Apart from the case in the previous paragraph, closing the account does not automatically cancel a confirmed journey. It does not erase a legitimate debt and does not delete records whose retention is required or justified by law. Retention rules are set out in the Privacy policy.

5 bis - App functions

Location. When the user chooses to use their current location and allows it on their device, the device's location is used only while the app is open, to fill in the pickup address and show it on the map. It is not tracked in the background. The permission can be refused or withdrawn at any time in the device's Settings; the address can always be typed in.

Calendar. When the user chooses to add a ride to their calendar, the app asks for write-only access: it adds the ride event and cannot read the calendar.

Reminders and notifications. The app asks for permission to show notifications when a first reminder is to be

scheduled, or earlier if the user asks for it in Account > Notifications; just before, a screen tells the user that the notifications include ride reminders, payment reminders and price drop alerts. It then schedules on the device a reminder 24 hours and a reminder 1 hour before each pickup, and removes them when the ride is cancelled; these reminders are created by the device itself. When notifications are allowed and the user is signed in, the app's server may also send them notifications through Apple's notification service:

- a **payment reminder**, together with the reminder email, when the payment of a booking that was started has not gone through; this is a service message about the booking;
- **price drop alerts**, switched on when the user allows notifications after that screen and stopped with "Stop price alerts" on any alert: when they chose a car during high demand, they may be told if that price drops by at least 3 % and at least € 1 later the same day, at most once a day and never between 21:00 and 08:00, local time of the pickup place. An alert holds no price: the price that applies is the one shown when the user books.

Ride information is also sent by email, and the driver sends an SMS before pickup. The notification permission can be refused or withdrawn at any time in the device's Settings, and price drop alerts can be stopped at any time with "Stop price alerts" on any alert.

AI concierge. The concierge in Help is an **automated assistant** based on an artificial-intelligence model provided by OpenAI. It is available after signing in to the account. Before the first use, the app shows a sheet that names OpenAI and lists the data sent; the concierge is used only once the user has agreed, and the user can withdraw that agreement at any time (see the Privacy policy). It answers questions about the service from the information in the app and in Help. When the user gives it the details of a journey they want a price for, it can prepare the app's price calculator with these details; the user then checks the booking, confirms it and pays for it themselves. The concierge gives no prices. **It cannot itself book, change or cancel a ride, or make a refund**; it can forward a request from the user to the team, in particular a cancellation request, which is then handled under the CGV. Its answers may be inaccurate or incomplete: they change neither the CGV nor the price nor the conditions shown before payment, which prevail. For any important question, the user uses the contact form or writes to contact@chauffeu.com; a person from the team replies. Bank details, passwords and health information must not be shared with the concierge.

"Email us" form. Messages sent with the app's "Email us" form are read and handled by the team. They are not sent to any artificial-intelligence service, and the form remains available without any agreement to the AI concierge.

Ride ratings. After a ride, the user can rate it and leave a comment. Ratings and comments are private: only the team sees them, in its administration tool, and they are neither shared with chauffeurs or Carriers nor published.

Payment. A booking is paid in euros, under the conditions of the CGV: by bank card or, when it is offered, by Apple Pay, in SumUp's secure payment module, on the payment page opened from the app; or, when it is offered, by PayPal, on PayPal's pages opened from the app, with the user's PayPal account and under PayPal's terms. A complete billing address is asked for before payment.

Chauffeu Points and promo codes. The loyalty programme and promo codes are governed by the Chauffeu Points rules and promo code conditions.

5 ter - Website functions

The functions below apply on the website https://chauffeu.com when it offers them.

Account and session. On the website, prices can be seen and a booking can be made without an account. Users who wish to sign in to their Chauffeu account, the same as in the app, do so with their email address and password, or create an account; Sign in with Apple is available there only when the website offers this function. A booking made without being signed in is a booking without an account, even if the email address given is that of an existing account. The session opened on the website is tied to the browser used: the website's server keeps, encrypted, the session tokens and a key specific to that browser, which receives only a cookie holding a random identifier (Cookie policy, section 1 ter).

Booking without an account and booking link. To book without an account, the user gives, for the booking, a first name, a surname, an email address and a phone number. After payment, they receive by email a personal **booking link**, valid until 30 days after the end of the last journey, which opens the booking on the website: its details and its cancellation terms and, when the website offers these functions, adding a return journey or sending a cancellation request. Anyone who has this link can view the booking: the user passes it on only to people of their

choice. The booking is governed by the CGV, in particular articles 5 and 9.1.

Adding a booking to an account. A booking made without an account can be added to a Chauffeu account that uses **the same email address**: on the confirmation page, by creating an account or signing in; from the booking page; or with the email sent once, about 15 minutes after the confirmation, which invites the user to create their account, or to sign in if an account already uses that address, to add the booking to it. The link in that email is valid for 7 days and can be used only once; it can be requested again from the booking page. A booking made without an account is also added automatically to the account that uses the same email address as soon as that address is confirmed (verification link, password reset or Sign in with Apple), in the app or on the website; it then appears among the account's bookings, including in the app. A booking cannot be added to an account that uses a different email address. Chauffeu Points are credited under the Chauffeu Points rules and promo code conditions.

Billing addresses. When the website offers this function, a signed-in user can save up to 10 billing addresses in their account, from their profile or by asking, during a booking, for the address used to be saved for later; they can change and delete them from their profile. The most recent one is offered by default for later bookings; it can still be changed for each booking, and a change applies only to that booking unless the user asks for it to be saved: it is then added to their addresses and becomes the new default address, unless it is already among them or 10 addresses are already saved. For a booking without an account, the address the user asked to save is added to an account only if the user creates that account, or adds the booking to it themselves, within 90 days; it is not added when the booking is added automatically. A billing address for a business includes the details set out in article 5 of the CGV.

AI concierge. The AI concierge is also offered on the website, including without an account. Before the first use, the website shows a sheet that names OpenAI and lists the data sent; the concierge is used only once the user has agreed, and the user can withdraw that agreement at any time (see the Privacy policy). When the user gives it the details of a journey they want a price for, it can prepare the website's booking form with these details; the user then checks the booking, confirms it and pays for it themselves. Without an account, the concierge receives no account data and cannot forward any cancellation request: it asks the user to sign in or to use the "Email us" form or, for a booking made without an account, the means set out in article 9.1 of the CGV. Otherwise, the concierge rules of section 5 bis apply: it gives no prices, **it cannot itself book, change or cancel a ride, or make a refund**, and its answers, which may be inaccurate or incomplete, change neither the CGV nor the price nor the conditions shown before payment, which prevail. Bank details, passwords and health information must not be shared with the concierge.

"Email us" form. On the website, the "Email us" form is on the Contact page (https://chauffeu.com/contact). Messages are read and handled by the team; they are not sent to any artificial-intelligence service, and the form remains available without any agreement to the AI concierge.

Calendar and notifications. Instead of calendar access, the website offers a calendar file (.ics) of the ride to download. The website sends no notification to the device and no price drop alert; ride information is sent by email, and the driver sends an SMS before pickup.

Payment. On the website, a booking is paid in euros, under the conditions of the CGV, on the same payment page as in the app, opened in the browser, with the methods offered on the website, which may differ from those of the app: by bank card or, when it is offered, by Apple Pay, in SumUp's secure payment module; when it is offered, by PayPal, on PayPal's pages, with the user's PayPal account and under PayPal's terms; or, when it is offered, with Stripe, by bank card or, depending on the device and the browser, by Apple Pay or Google Pay, on Stripe's secure payment page, under Stripe's terms. A complete billing address is asked for before every payment.

Ride ratings, Chauffeu Points and promo codes. Ratings and comments left on the website are private, under the same conditions as in the app. The website offers a Chauffeu Points page which, like the app's Points tab, shows the points balance, the level and its benefits, and lets the member claim missing points. The loyalty programme and promo codes are governed by the Chauffeu Points rules and promo code conditions.

6 - Permitted use and prohibited behaviour

The user refrains from fake bookings, identity theft, payment fraud, distributing unlawful content, harassment and any action intended to disrupt or compromise the service.

The user does not attempt to access other people's accounts, data or systems without authorisation, to bypass protections, to distribute malware or to carry out extraction that infringes protected rights. Uses permitted by law, in

particular users' rights and intellectual-property exceptions, remain reserved.

Messages and attachments must be relevant to the request. The user must not include full bank details, medical diagnoses or identity documents that have not been requested for a justified reason.

7 - Information and content sent

The user remains the owner of their content and guarantees having the rights needed to send it. Chauffeu receives only the permissions needed to process it, reply and carry out the request, subject to the rules on personal data.

Sending a message or an image does not automatically give Chauffeu the right to publish it for advertising purposes. Any separate use requires an appropriate legal basis or authorisation.

8 - Intellectual property and links

Texts, distinctive signs, visuals, software and databases are protected when the legal conditions for protection are met. They belong to their respective owners. Consultation, copies of contractual documents and exceptions permitted by law remain possible.

Links to external websites do not mean that Chauffeu controls all their content. This distinction does not exempt it from its own faults and does not concern the obligation to ensure the proper performance of the transport services sold, even when entrusted to a partner.

9 - Restriction or suspension of access

In case of fraud, a security breach or a sufficiently serious breach of the CGU, Chauffeu may apply a proportionate measure: a request for correction, the restriction of a function or the suspension of the account. The user is informed of the reasons and can submit observations, except in an emergency or where the law forbids it.

A technical restriction or an account closure does not allow the price of a service not performed to be kept without grounds. Bookings and refunds remain governed by the CGV and the law. An unjustified measure can be challenged at contact@chauffeu.com.

10 - Personal data and cookies

The Privacy policy sets out the data, purposes, recipients, retention periods and rights. The Cookie policy sets out the trackers and the choices available; the app uses no cookies and no advertising trackers; the website uses no advertising tracker and loads the Google Maps service of its booking form, and saves the list of recent journeys on its home page, only once the user has agreed, through a banner. Optional consents are separate from accepting the CGU and can be withdrawn under these policies.

11 - Liability and reporting

Each party is liable for its failures under the legal conditions. No clause removes a mandatory liability or imposes a general waiver of remedies. The liability rules for transport, in particular those of the booking centre, are set out in the CGV.

An error, a malfunction or potentially unlawful content can be reported by email or with the contact form of the app or of the website, stating the page or screen concerned and the useful facts. The report is examined, with no promise to remove lawful content automatically.

12 - Updates, applicable law and disputes

The version of the CGU and its date are shown in the document. Changes apply for the future and are notified appropriately to the users concerned. A new acceptance is collected when required; no update retroactively changes a booking.

French law applies, subject to mandatory provisions and conflict-of-law rules. No exclusive jurisdiction is imposed on consumers. Complaints are sent to contact@chauffeu.com. After a prior written complaint, a consumer may refer the matter, within its competence, to **CM2C, 49 rue de Ponthieu, 75008 Paris, https://www.cm2c.net**, under the conditions detailed in the CGV.