



General Terms of Use

Tourism booking platform in French Polynesia

Version 2.0

Effective date: September 1, 2026



Fenua Holidays SASU with share capital of XPF 200,000 · RCS Papeete 2640 B · No. TAHITI G53243 · Lotissement Miri N°21, Résidence Rahiti, Appt 1 — 98718 Punaauia, French Polynesia · License B — Excursion Bureau, order No. 2588/PR of December 17, 2025 · info@fenuaholidays.com

PREAMBLE

Welcome to Fenua Holidays (hereinafter "the Platform"), a digital tourism booking platform dedicated to French Polynesia, operated by FENUA HOLIDAYS SASU.

These General Terms of Use (hereinafter "GTU") set out the terms and conditions for accessing and using the Fenua Holidays Platform, available at www.fenuaholidays.com and via its mobile applications.

These GTU govern the use of the Platform as a digital service (browsing, consultation, account creation, interaction with Tiki Bot, publishing reviews). The commercial terms relating to bookings and payments are governed by our General Terms of Sale (GTS), available at fenuaholidays.com/en/terms-of-sale.

By accessing the Platform and creating a user account, you accept these GTU without reservation.

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PART 1 — GENERAL PROVISIONS

Article 1 — Purpose and scope

1.1 Presentation of Fenua Holidays

Fenua Holidays is a digital tourism booking platform specializing in French Polynesia. The Platform allows users to:

- Search for and compare tourist accommodations in French Polynesia
- Search for and compare tourist activities (excursions, water sports, cultural visits, etc.)
- Book and pay online for tourism services with partner Service Providers
- Access cultural and practical information about French Polynesia
- Interact with Tiki Bot, an AI-powered conversational assistant
- Publish and read customer reviews on booked services
- Benefit from the solidarity credit program

1.2 Legal status of Fenua Holidays

FENUA HOLIDAYS SASU is a single-shareholder simplified joint-stock company (SASU) registered in French Polynesia:

- Company name: FENUA HOLIDAYS SASU
- Registered office: Lotissement Miri N°21 — Résidence Rahiti, Appt 1 — 98718 Punaauia, French Polynesia — Postal address: BP 42199 — 98713 Papeete — RCS Papeete 2640 B
- TAHITI Number: G53243
- Share capital: XPF 200,000
- Publication director: Renaud COQUILLE, President
- Contact: info@fenuaholidays.com / Phone: +689 87 70 45 40

Fenua Holidays holds License B — Excursion Bureau, issued by French Polynesia (order No. 2588/PR of December 17, 2025).

1.3 Financial guarantee

Fenua Holidays has established a financial guarantee of XPF 2,000,000 in accordance with the regulations applicable to travel agencies and excursion bureaus in French Polynesia.

This guarantee, in the form of a bank guarantee with Banque de Tahiti, protects customers in the event of the company's financial failure and enables reimbursement of amounts paid.

- Guaranteeing institution: Banque de Tahiti
- Amount: XPF 2,000,000

1.4 Professional liability insurance

Fenua Holidays holds Professional Liability Insurance taken out with Helvetia, covering damages that may be caused to third parties in connection with its own activity of operating the Platform and acting as an intermediary. Damages occurring during the performance of Services (accommodation, activities) fall under the Professional Liability Insurance of the relevant Service Provider — see Article 15.4 of these GTU and Article 23 of the GTS.

- Coverage limit: EUR 1,500,000
- Insurer: Helvetia
- Period of validity: from 03/03/2026 to 02/03/2027
- Policy No.: 92601405

1.5 Role as intermediary

Fenua Holidays acts as an intermediary connecting Users (travelers) with tourism Service Providers (accommodation providers, activity organizers).

Fenua Holidays connects Users with independent Service Providers, without itself being a provider of tourism services. Tourism services (accommodation, activities) are provided directly by the partner Service Providers listed on the Platform.

1.6 Scope of activity

Services covered by the Platform:

- Tourist accommodation in French Polynesia (hotels, guest houses, vacation rentals)
- Tourist activities in French Polynesia (excursions, water sports, cultural visits, etc.)

Services NOT covered (exclusions):

- Flights (international and inter-island) to/from or within French Polynesia
- Complete all-inclusive tourism packages (flights + accommodation + activities)
- International cruises (except shore excursions sold separately)
- Vehicle rentals
- Travel insurance (recommendations provided, without affiliation)

For these excluded services, Fenua Holidays may provide information and recommendations but does not act as a booking intermediary.

1.7 Applicable contractual documents

These GTU apply to the use of the Platform as a digital service. They are supplemented by the following documents:

- General Terms of Sale (GTS): Govern the commercial terms of booking and payment → fenuaholidays.com/en/terms-of-sale
- Privacy Policy: Details the processing of personal data (GDPR) → fenuaholidays.com/en/privacy-policy
- Cookies and trackers are detailed in the Privacy Policy ("Cookies and trackers" section)
- Legal Notice: Mandatory legal information → fenuaholidays.com/en/legal-notice

Important for bookings: The cancellation, modification, and refund terms for bookings are detailed in the General Terms of Sale (GTS). We strongly recommend consulting GTS Article 11 (Accommodation cancellation), Article 12 (Activity cancellation), and Article 19 (Refund terms) before making a booking.

In the event of a contradiction between these documents, the order of priority is as follows:

- 1. General Terms of Sale, including the specific terms of each Service Provider — notably its cancellation policy displayed on its product page (for commercial matters)
- 2. General Terms of Use (for technical/usage matters)
- 3. Privacy Policy (for personal data)
- 4. Other documents

Article 2 — Definitions

The following terms have the meaning given to them below:

"Base A": A vector database (RAG) containing cultural, historical, and contextual information about French Polynesia. Used by Tiki Bot to enrich conversations in a creative and narrative way. Allows interpretation and rephrasing.

"Base B": A contractual database (SQL + real-time APIs) containing strict transactional data (prices, capacities, availability, cancellation policies). Used by Tiki Bot in exact-citation mode only, without interpretation. Data is tracked and verified.

"GTU": These General Terms of Use.

"GTS": The General Terms of Sale of Fenua Holidays, governing commercial matters (booking, payment, cancellation).

"Customer" or "User": Any individual or legal entity accessing the Platform, whether or not they make a booking. Includes visitors without an account and registered users.

"User Account": A secure personal space created by the User on the Platform, providing access to advanced features (booking, history, reviews, solidarity credit).

"User-Generated Content" (or "UGC"): Any content published by Users on the Platform, including customer reviews, comments, photos, videos, and Q&A.

"Fenua Holidays" or "the Platform": The Fenua Holidays digital tourism booking platform, accessible via the website www.fenuaholidays.com and its mobile applications.

"Solidarity credit": A benefit with no monetary value granted by Fenua Holidays to the Customer with each booking, funded exclusively from its own margin. It is neither a currency nor a means of payment, is not convertible into cash, and is not transferable. It allows the Customer to support local projects with cultural, environmental, and societal impact, selected on merit by a dedicated committee (see GTS Article 17).

"Platform": See "Fenua Holidays".

"Service Provider": A tourism professional (accommodation provider, activity organizer) listed on Fenua Holidays and offering its tourism services to Users via the Platform.

"Booking": An order confirmed and paid for by the User for a tourism service (accommodation or activity) with a Service Provider via the Platform.

"Tiki Bot": An AI-powered conversational assistant integrated into the Fenua Holidays Platform. Tiki Bot helps Users plan their trip, answer their questions, and discover Polynesian culture. Operates using a dual database (cultural Base A + contractual Base B).

Article 3 — Acceptance of the General Terms of Use

3.1 Mandatory acceptance

Access to and use of the Fenua Holidays Platform are conditional on unreserved acceptance of these GTU.

By accessing the Platform, creating a user account, or making a booking, you acknowledge that you have read these GTU and agree to comply with them.

3.2 Legal capacity

The Platform is reserved for persons with the legal capacity to enter into contracts.

- Minimum age: 18 years
- Legal capacity: Being legally able to enter into a contractual commitment

Minors (under 18) may browse the Platform under the supervision of a legal representative, but may not create an account or make a booking without parental authorization.

If you act on behalf of a legal entity (company, association, administration), you guarantee that you have the necessary authority to bind that entity.

3.3 Technical acceptance

Acceptance of the GTU is evidenced by:

- The mandatory checkbox "I accept the General Terms of Use" when creating an account
- Validating this checkbox to continue using the Platform

Without explicit acceptance, you cannot create an account or make a booking.

3.4 Retention and accessibility

These GTU are available at any time on the Platform via the "General Terms of Use" link in the footer.

We recommend that you download and keep a copy of the GTU applicable at the time of your registration.

Article 4 — Amendments to the General Terms of Use

4.1 Right to amend

Fenua Holidays reserves the right to amend these GTU at any time, in particular to:

- Adapt the GTU to the evolution of the Platform (new features, new services)
- Comply with legislative and regulatory developments
- Improve User protection
- Correct errors or ambiguities

4.2 Notification of amendments

In the event of a material amendment to the GTU, Fenua Holidays undertakes to inform registered Users, cumulatively, through the following three means:

- Notification email sent to the address registered on the user account
- Information banner on the Platform upon first login following the amendment
- Updating the "Last updated" date in the GTU header

Notification period: Minimum 30 days before the new GTU take effect for material amendments.

4.3 Acceptance of the new GTU

The amended GTU automatically apply to all Users as soon as they take effect.

If you do not accept the new GTU, you have the right to terminate your user account immediately and free of charge by contacting info@fenuaholidays.com within 30 days of the notification.

If you continue to use the Platform after the new GTU take effect, you are deemed to have accepted them.

4.4 GTU applicable to bookings

The GTU applicable to a booking are those in effect at the time the booking is confirmed (date payment is validated).

Subsequent amendments to the GTU do not apply retroactively to already confirmed bookings.

PART 2 — USER ACCOUNT

Article 5 — Creating a user account

5.1 Account required to book

Creating a user account is mandatory to make a booking on the Platform.

You may browse the Platform freely, view listings, and interact with Tiki Bot without creating an account. However, booking and payment require an active user account.

5.2 Account creation process

To create a user account, you must:

Step 1: Provide the required information:

- First and last name
- Valid email address (login ID)
- Secure password (see requirements below)
- Country of residence
- Phone number (recommended for travel notifications)

Step 2: Accept the GTU and Privacy Policy:

- Mandatory checkbox "I accept the GTU and Privacy Policy"

Step 3: Email address validation:

- A confirmation email is sent to the address provided
- Click the validation link within 48 hours to activate the account
- Without validation, the account remains inactive and cannot be used to book

5.3 Password security requirements

Your password must meet the following criteria to ensure the security of your account:

- Minimum 8 characters
- At least 1 uppercase letter
- At least 1 lowercase letter
- At least 1 number
- At least 1 special character (e.g., @, #, !, \$, %, &)

Example of a valid password: Fenua2026!

5.4 Social media login (optional)

Fenua Holidays may offer account creation and login via third-party services (Facebook, Google, Apple).

By using this option:

- You authorize Fenua Holidays to access your public profile information (first and last name, email, profile photo)
- You remain subject to the Fenua Holidays GTU and the third-party service's privacy policy
- You may disconnect your Fenua Holidays account from the third-party service at any time

5.5 Account uniqueness

One account per individual.

Creating multiple accounts by the same person for the purpose of circumventing restrictions (multiple reviews, promotion abuse, etc.) is strictly prohibited and constitutes grounds for permanent suspension (see Article 10.3).

5.6 Free of charge

Creating and managing a user account on Fenua Holidays is entirely free.

No subscription or service fee is charged for using the Platform. Only bookings made with Service Providers are subject to payment, at the displayed price. Fenua Holidays is remunerated exclusively through a commission paid by Service Providers on each booking (see General Terms of Sale).

Article 6 — Account management and security

6.1 Responsibility for account security

You are solely responsible for the confidentiality of your login credentials (email and password) and for all actions taken from your account.

You agree to:

- Never share your credentials with third parties
- Log out of your session after each use on a shared device
- Immediately report any unauthorized use of your account to Fenua Holidays via info@fenuaholidays.com

6.2 Changing personal information

You may update your account information (name, email, phone, address) at any time from your "My Account" personal space.

Important:

- Changing your email address requires re-validation (confirmation email)
- Certain contractual information (first and last name) cannot be changed after a booking is confirmed (except for an obvious error reported to customer service)

6.3 Changing your password

Change at your initiative:

- Go to "My Account" > "Security" > "Change my password"
- Enter your current password + new password (see requirements in Article 5.3)

Forgotten password:

- Use the "Forgot password?" function on the login page
- A reset email is sent to your registered email address
- The reset link is valid for 24 hours

Forced change (enhanced security):

If unauthorized access is suspected, Fenua Holidays may ask you to reset your password as a security measure.

6.4 Booking history

Your user account retains your complete booking history, including:

- Confirmed bookings (accommodation and activities)
- Cancelled bookings
- Invoices and payment receipts
- Proof of refund

This history is accessible from your "My Bookings" area for a period of 3 years from the end of the service; invoices and accounting records are subsequently kept by Fenua Holidays for 10 years (legal obligation).

6.5 Solidarity credit

Your account displays your accumulated solidarity credit with each booking.

You can view:

- Your total solidarity credit (final + provisional)
- Your solidarity credit history (per booking)
- The allocation of your contributions to local projects with cultural, environmental, and societal impact (see GTS Article 17)
- The projects supported thanks to your solidarity credit (impact tracking)

Article 7 — Deleting the user account

7.1 Deletion at your request

You may request the permanent deletion of your user account at any time, for any reason.

Procedure:

- Go to "My Account" > "Settings" > "Delete my account"
- OR send an email to info@fenuaholidays.com with the subject "Account deletion"

Processing time: Your account is deactivated within 48 hours and permanently deleted within 30 days (a safety period allowing recovery in case of an accidental request).

7.2 Consequences of deletion

Deleting your account results in:

- Loss of access to your personal space and booking history
- Permanent deletion of your personal data (in accordance with GDPR, see Article 17)
- Limited retention of past booking data (invoices, transactions) for the applicable legal periods (10 years for invoices and accounting records) even after account deletion
- Loss of unallocated solidarity credit (solidarity credit is not convertible into cash)

7.3 Ongoing bookings

You may not delete your account if you have confirmed future bookings.

In this case, two options are available:

- Option A: Wait until all your ongoing bookings are completed before deleting the account
- Option B: Cancel all your future bookings (according to applicable cancellation policies, see GTS Article 11), then delete the account

This measure is designed to protect the rights of Service Providers and ensure the proper performance of confirmed contracts.

7.4 Deletion by Fenua Holidays

Fenua Holidays reserves the right to delete or suspend your account without notice in the following cases (see also Article 10.3):

- Serious or repeated violation of these GTU
- Fraudulent use of the Platform
- Publication of unlawful or defamatory content

- Repeated non-payment or disputes with Service Providers
- Prolonged inactivity (no login for 3 years)

In the event of deletion for a legitimate reason, no refund or compensation will be due.

PART 3 — USE OF THE PLATFORM

Article 8 — Proper use of the Platform

8.1 Free access to browsing

Browsing and viewing content on the Platform is free and open to all.

You may freely:

- View accommodation and activity listings
- Compare prices and availability
- Read customer reviews
- Access cultural and practical information about French Polynesia
- Interact with Tiki Bot (AI assistant) for recommendations

No user account is required for these browsing uses.

8.2 Access reserved for registered users

Certain features require creating a user account (see Article 5):

- Making a booking (accommodation or activity)
- Viewing your booking history
- Publishing a customer review after a stay/activity
- Viewing your solidarity credit and its impact
- Saving favorites (accommodation, activities)
- Receiving personalized alerts (new accommodation, promotions)

8.3 General operation of the Platform

Step 1: Search

- Select your destination (archipelago, island, municipality)
- Indicate your travel dates and number of travelers
- Apply filters (budget, type of accommodation, amenities, activities)

Step 2: Comparison

- View search results
- Compare prices, availability, customer reviews, amenities
- Click on a listing to see full details

Step 3: Booking

- Select your desired dates and options
- Check the summary (total price incl. tax, cancellation policy)
- Create an account or log in
- Proceed to secure payment (see GTS Articles 16–17)

Step 4: Confirmation

- Immediately receive a confirmation email with a voucher
- The Service Provider is automatically notified of your booking
- View your booking under "My Bookings"

Step 5: After the stay

- Receive an invitation to leave a customer review (see Article 13)
- View your solidarity credit and its impact

8.4 Accuracy of information provided

You agree to provide accurate, complete, and up-to-date information when creating your account and making bookings.

In particular:

- Identity: First and last name matching your official travel documents
- Contact details: Valid email and phone number that you check regularly
- Payment: Valid bank details of which you are the holder or authorized user

Any deliberate false statement may result in:

- Refusal of the booking by the Service Provider
- Cancellation of the booking without refund
- Suspension or deletion of your user account (see Article 7.4)

8.5 Compliance with the law

You agree to use the Platform in accordance with:

- Applicable French and Polynesian laws and regulations
- These GTU
- Public order and accepted standards of morality

Article 9 — User obligations

9.1 Obligation of good faith

You agree to use the Platform in good faith and fairly, with respect for other users, Service Providers, and Fenua Holidays.

9.2 Respect for the rights of others

You agree not to infringe the rights of third parties, in particular:

- Intellectual property rights (trademarks, copyright, patents)
- Image and privacy rights (publishing photos without consent)
- Reputation (defamation, disparagement, insults)

9.3 Securing your connection

You are responsible for the security of your access to the Platform:

- Antivirus and firewall: Keep your equipment protected against viruses and malware
- Secure connections: Prefer secure Wi-Fi networks (avoid unsecured public Wi-Fi for payments)
- Updates: Keep your browser and operating system up to date

Fenua Holidays shall not be held liable for damage resulting from a failure to secure your equipment.

9.4 Reporting unlawful content

You are required to report to Fenua Holidays any manifestly unlawful content you become aware of on the Platform (defamatory reviews, inappropriate photos, violent or discriminatory content, etc.).

Reporting procedure:

- Send an email to info@fenuaholidays.com specifying the URL (or location) of the content and the reason for the report

Fenua Holidays undertakes to process any report within 48 business hours (see Article 14, Moderation).

9.5 Reasonable use of resources

You agree not to overload the Platform's servers with excessive automated requests (scraping, bots, abusive scripts).

The use of automated tools to massively extract data from the Platform is strictly prohibited (see Article 10.2).

Article 10 — Prohibited uses

10.1 List of prohibited behaviors

The following behaviors are strictly prohibited on the Platform and constitute grounds for suspension or deletion of an account (see Article 7.4):

Fraud and abuse:

- Providing false personal information
- Using a payment card of which you are not the holder without authorization
- Making fictitious bookings with the intent to harm a Service Provider or the Platform
- Attempting to circumvent the Platform's payment or commission systems
- Creating multiple accounts to unfairly benefit from promotions

Security breaches:

- Attempting unauthorized access to the Platform's servers or databases
- Introducing viruses, malware, or any malicious code
- Compromising or disabling the Platform's security measures

Unlawful or inappropriate content:

- Publishing defamatory, abusive, discriminatory, or hateful reviews
- Publishing violent, pornographic photos or videos, or content infringing the privacy of others
- Inciting hatred, violence, or illegal acts

Intellectual property infringement:

- Copying, reproducing, or distributing Platform content without authorization (text, photos, descriptions, database)
- Using the "Fenua Holidays" trademark or logo without written authorization

Unfair competition:

- Massively collecting Platform data (scraping) to create a competing database
- Contacting Service Providers directly to book off-Platform in order to avoid the commission (abusive disintermediation)

10.2 Prohibition of scraping and data extraction

Scraping (automated data extraction) is strictly prohibited.

You may not use robots, scripts, or automated tools to:

- Massively extract Service Providers' prices, availability, descriptions, or photos
- Collect Users' or Service Providers' information
- Continuously monitor changes to the Platform

Exception: Use of Fenua Holidays' public API (if available) is permitted within the limits defined by the API's terms of use.

10.3 Sanctions in case of violation

In the event of a breach of the above prohibitions, Fenua Holidays reserves the right to take the following measures, without notice or compensation:

Graduated sanctions:

- Warning: Email notifying the violation and requesting immediate cessation
- Temporary suspension: Account blocked for a set period (7 to 30 days)
- Permanent deletion: Irreversible closure of the user account with loss of access and data

Immediate sanctions (serious violations):

- Immediate account deletion without notice in the event of proven fraud, security breach, or serious unlawful content
- Reporting to the competent authorities in the event of a criminal offense (payment card fraud, public defamation, etc.)

Civil and criminal action:

Fenua Holidays reserves the right to take legal action against any user who has caused harm to the Platform, Service Providers, or other Users.

Article 11 — Tiki Bot: AI Conversational Assistant

11.1 Introduction to Tiki Bot

Tiki Bot is an AI-powered conversational assistant integrated into the Fenua Holidays Platform.

Main features:

- Answering your questions about French Polynesia (culture, geography, climate, languages)
- Recommending destinations, accommodations, and activities suited to your profile
- Helping you build your personalized travel itinerary
- Providing practical advice (budget, inter-island transport, health, formalities)
- Sharing Polynesian legends and enriching your cultural discovery
- Answering your questions about bookings (prices, availability, cancellation policies)

11.2 Dual database architecture (Base A / Base B)

Tiki Bot operates with two distinct databases, each with a different role and processing rules:

Base A — Cultural and contextual database (vector RAG)

Content:

- Cultural, historical, and geographical information about French Polynesia
- Traditional Polynesian legends and stories
- Qualitative descriptions of destinations (atmosphere, experience, unique character)
- General travel advice (climate, transport, indicative budget)

How it works:

- Free interpretation allowed: Tiki Bot may rephrase, summarize, enrich, and personalize responses
- Narrative creativity: Tiki Bot adopts a warm, culturally grounded tone to tell the story of Polynesia
- Contextualization: Responses are tailored to the User's profile (budget, interests, length of stay)

Example: If you ask "Tell me the story of Maui," Tiki Bot may narrate the legend in an engaging way, adapting the level of detail to your curiosity.

Base B — Strict contractual database (SQL + real-time APIs)

Content:

- Exact prices for accommodation and activities (rates per night, per person, supplements)
- Precise capacities (maximum number of travelers, room composition, minimum age for activities)
- Real-time availability (booking calendar synchronized with Service Providers)
- Exact cancellation policies (deadlines, fees, refund conditions)
- Contractual terms (security deposits, prerequisites for activities)

How it works:

- NO interpretation allowed: Tiki Bot cites contractual data exactly, with no rephrasing or approximation
- Strict citation with source: Each piece of contractual information is accompanied by its source (Service Provider listing, booking ID, last-updated date)
- Full traceability: All Tiki Bot responses based on Base B are logged and verifiable

Example: If you ask "What is the price of the Chez Maeva guesthouse?" Tiki Bot answers "XPF 18,500/night for 2 adults (Source: Service Provider listing #1234, updated 03/01/2026)" — without rounding, approximating, or interpreting.

11.3 Disclaimer: Tiki Bot is a decision-support tool

IMPORTANT: *Tiki Bot is a conversational assistant, NOT a human travel agent.*

Limitations and responsibilities:

- Tiki Bot's recommendations do not constitute a contractual commitment on the part of Fenua Holidays or the Service Providers
- Tiki Bot may occasionally provide incomplete or inaccurate answers, particularly regarding Base A data (cultural and contextual information)
- Only information from Base B (prices, capacities, availability, policies) is authoritative and contractually binding on the parties at the time of a confirmed booking
- You remain responsible for verifying the information provided by Tiki Bot before finalizing a booking (in particular: dates, total price, cancellation policy, capacities)

If you find a clear error in a Tiki Bot response concerning contractual data (Base B), you may report it by email to info@fenuaholidays.com. Fenua Holidays undertakes to promptly correct Base B and notify you.

11.4 Human oversight and escalation

Tiki Bot is supervised by the Fenua Holidays team:

- Continuous monitoring: Tiki Bot conversations are audited to detect errors and improve response quality
- Automatic escalation: If Tiki Bot cannot answer your question, it will suggest contacting human customer service (email or phone)
- Right of correction: If Tiki Bot provides you with incorrect contractual information (Base B), you may request a correction within 48 hours via info@fenuaholidays.com

11.5 Use of conversations to improve the service

Conversations with Tiki Bot are recorded in order to improve the quality of the service (see Article 17, Personal Data).

Purposes of the recording:

- Detecting and correcting Tiki Bot errors

- Improving recommendation algorithms
- Training Fenua Holidays teams on traveler needs
- Providing personalized customer support in the event of a complaint

Your rights:

- You may request access to the history of your conversations with Tiki Bot from your "My Account" area
- You may request the deletion of your conversations (except for data retained for legally required periods — see the Privacy Policy) via info@fenuaholidays.com

11.6 Specific prohibitions regarding Tiki Bot

You agree not to:

- Attempt to circumvent or manipulate Tiki Bot's responses (prompt injection, jailbreaking)
- Use Tiki Bot for abusive or repetitive requests intended to overload the service
- Massively extract data via Tiki Bot for competing commercial purposes
- Submit unlawful, offensive, or discriminatory questions

In the event of a violation, Fenua Holidays reserves the right to restrict or block your access to Tiki Bot (see Article 10.3).

Article 12 — Intellectual property of the Platform

12.1 Fenua Holidays' ownership rights

All content on the Fenua Holidays Platform is protected by intellectual property rights and is the exclusive property of FENUA HOLIDAYS SASU or its partners.

Protected elements:

- The "Fenua Holidays" trademark and the Tiki Bot logo
- The database of Service Providers, accommodation, activities, availability, and prices
- Text written by Fenua Holidays (cultural descriptions, travel guides, blog articles)
- Photos and videos produced by Fenua Holidays or acquired under license
- The Platform's design and interface (visual identity, ergonomics, user journey)
- The Platform's and Tiki Bot's source code and software
- Recommendation and artificial intelligence algorithms

12.2 Service Providers' rights

Service Providers listed on the Platform retain the intellectual property rights to their own content (descriptions, photos, logos).

By agreeing to be listed on Fenua Holidays, Service Providers grant the Platform a non-exclusive, worldwide, royalty-free license to use, reproduce, and distribute their content on the Platform and in Fenua Holidays' communication materials (social media, newsletters, advertising).

12.3 Use authorized for Users

You are authorized to:

- Consult and browse the Platform for your personal, private use
- Download and print pages of the Platform for your personal use (trip preparation)
- Share links to Platform pages on social media

You are NOT authorized to:

- Reproduce, copy, or extract Platform content for commercial or public use (unless authorized in writing by Fenua Holidays)
- Create a database competing with the Platform's data (scraping, mass extraction)
- Modify, alter, or create derivative works from Platform content
- Use the "Fenua Holidays" trademark or the Tiki Bot logo without written authorization

12.4 Reporting intellectual property violations

If you believe that content published on the Platform infringes your intellectual property rights (counterfeiting, unauthorized use), you may notify Fenua Holidays via info@fenuaholidays.com, providing:

- Your full contact details (first name, last name, address, email)
- A description of the disputed content and the URL of the relevant page
- Proof of your rights (evidence of intellectual property ownership)
- A sworn statement that the claim is made in good faith

Fenua Holidays undertakes to process the request within 7 business days and to remove the disputed content if the violation is confirmed.

Article 13 — User-generated content

13.1 Definition of user-generated content (UGC)

User-Generated Content (hereinafter "UGC" or "User Content") refers to any content published by Users on the Platform, including:

- Customer reviews (ratings, written comments on accommodation and activities)
- Photos and videos uploaded with reviews
- Questions and answers on Service Provider listings
- Comments on blog articles or travel guides

13.2 Conditions for publication

Eligibility conditions:

- Customer reviews: Reserved for Users who have made a confirmed booking via Fenua Holidays
- Photos/videos: You must own or hold the distribution rights
- Questions and answers: Open to all registered Users

Review publication deadline:

- Customer reviews may be published up to 3 months after the end date of the stay or activity
- After this period, publication is no longer possible (to ensure review freshness)

13.3 License granted to Fenua Holidays

By publishing User Content on the Platform, you grant Fenua Holidays a worldwide, non-exclusive, transferable, sublicensable, and royalty-free license to:

- Use, reproduce, and distribute your content on the Platform
- Translate your review into other languages (French, English, and other available languages)
- Moderate, edit, or remove your content in the event of a rule violation (see Article 14)
- Use your review in communication materials (social media, newsletters, advertising), citing your first name and the first letter of your last name (e.g., "Marie D.")

Important:

- You remain the owner of your content (the license granted to Fenua Holidays is non-exclusive)
- You may delete your content at any time from your "My Reviews" area (Fenua Holidays' license ends upon deletion, except for content already distributed)

13.4 Publication rules

Your User Content must comply with the following rules:

Permitted content:

- Genuine reviews based on your personal experience
- Constructive criticism (positive or negative), with supporting arguments
- Photos and videos of reasonable quality, taken during your stay/activity

Prohibited content:

- False or fraudulent reviews (without an actual booking, or for a competitor)
- Defamatory, abusive, discriminatory, or hateful content
- Obscene or violent content, or content infringing the privacy of others
- Personal data (phone numbers, emails, postal addresses of third parties)

- Advertising links or commercial promotions
- Off-topic content (a review of a Service Provider other than the one booked)
- Reviews that are too short (fewer than 50 characters) or meaningless

Sanctions in case of violation:

- Refusal to publish the review (with notification of the reason)
- Removal of the review after publication if reported by another user or the Service Provider
- Account suspension in the event of repeat offenses (see Article 10.3)

13.5 Responsibility for User Content

You are solely responsible for the User Content you publish.

Fenua Holidays acts as a technical hosting provider (within the meaning of the French "Loi pour la Confiance dans l'Économie Numérique," LCEN) and is not a priori liable for the content of customer reviews published by Users.

Fenua Holidays' responsibility:

- Fenua Holidays undertakes to moderate content within a reasonable time (see Article 14)
- Fenua Holidays undertakes to promptly remove any manifestly unlawful content after notification (within 48 hours)

Your responsibility:

- By publishing unlawful or defamatory content, you incur personal civil and criminal liability
- You indemnify Fenua Holidays against any third-party claim related to your content (reimbursement of defense costs)

Article 14 — Content moderation

14.1 Moderation process

Fenua Holidays applies an automated and human review process for User Content prior to publication.

Automated review (immediate):

- Verification of an actual booking (booking ID + stay dates)
- Detection of prohibited keywords (insults, spam, personal data)
- Detection of suspicious patterns (fake reviews, fraudulent accounts)

Human review (if necessary):

- Moderation triggered if reported by another user or a Service Provider
- Analysis of the disputed content within a maximum of 48 business hours
- Reasoned decision: Publication, refusal, or removal (with notification to the author)

Publication deadline: The review is published after validation (maximum 72 business hours after submission).

14.2 Grounds for refusal or removal

Your User Content may be refused or removed in the following cases:

- No verified booking (fake review)
- Unlawful content (defamation, insult, threat, discrimination, incitement to hatred)
- Disclosure of personal data (full names, phone numbers, emails, addresses of third parties)
- Off-topic (a review of a service not booked via Fenua Holidays)
- Review that is empty or too short (fewer than 50 characters)
- Spam or advertising links

- Conflict of interest (an owner/employee of the Service Provider rating their own establishment, or a competitor)

Notification: In the event of refusal, you receive an email explaining the reason and may submit a revised, compliant version.

14.3 Reporting unlawful content

Any user may report User Content they believe to be unlawful or in violation of the rules.

Procedure:

- Select the reason for the report (defamation, fake review, personal data, spam, other)
- Add an explanatory comment (optional but recommended)

Processing:

- Report reviewed within 48 business hours
- Decision notified by email to the reporting party and the author of the content
- Content removed if the violation is confirmed, retained if the report is unfounded

Protection against abusive reporting:

- If you make manifestly abusive or repeated reports with the intent to harm other users, your account may be suspended (see Article 10.3)

14.4 Service Providers' right of reply

Service Providers concerned by a customer review may publish a public response under the review within 14 days of its publication.

Rules for the Service Provider's response:

- A professional, courteous, and constructive tone is mandatory
- Factual clarifications or apologies may be offered
- Personal attacks against the customer are prohibited
- Disclosure of the customer's personal data is prohibited

The Service Provider's response is subject to the same moderation rules as customer reviews.

PART 5 — LIABILITY

Article 15 — Intermediary role and limitation of liability

15.1 Principle of intermediated liability

Fenua Holidays acts as a technical intermediary between Users (travelers) and tourism Service Providers (accommodation providers, activity organizers).

As an intermediary, Fenua Holidays is responsible only for:

- The proper functioning of the Platform (availability, security, payment transactions)
- The correct transmission of information between Users and Service Providers (booking confirmation, vouchers, notifications)
- The initial verification of Service Providers' regulatory compliance (tourism license, professional liability insurance, financial guarantee if applicable)

Fenua Holidays is NOT responsible for:

- The performance of tourism services by Service Providers (quality of accommodation, conduct of activities)
- Damages suffered during the stay or activity (accidents, theft, illness, last-minute cancellations by the Service Provider)
- The accuracy and completeness of information provided by Service Providers (descriptions, photos, amenities)
- Direct disputes between Users and Service Providers (disputes over service quality, complaints)

In the event of a dispute with a Service Provider concerning the performance of the service, you must first contact the Service Provider directly. Fenua Holidays can facilitate contact and forward your complaint, but does not act in place of the Service Provider in resolving the dispute.

15.2 Limitation of Fenua Holidays' liability

Fenua Holidays' liability is limited to direct damages resulting from a proven fault of the Platform in performing its duties as a technical intermediary.

Fenua Holidays shall not be held liable for:

- Indirect damages (loss of time, loss of earnings, non-material damage, loss of opportunity)
- The consequences of fraudulent or abusive use of the Platform by a User or a third party
- Service interruptions resulting from force majeure (see Article 16.3)
- Errors or omissions in content provided by Service Providers

Liability cap: In any event, Fenua Holidays' total liability toward a User shall not exceed the total amount paid by the User for the booking in question.

15.3 Service Providers' liability

Tourism Service Providers listed on Fenua Holidays are solely responsible for:

- Performing services in accordance with the description and professional standards
- The safety of Users during the stay or activity (compliance with safety standards, qualified supervision)
- Taking out Professional Liability Insurance covering their activity
- Compliance with Polynesian tourism legislation (licenses, declarations, safety standards)

Fenua Holidays verifies Service Providers' regulatory compliance at the time of their initial listing, but does not guarantee their ongoing compliance. Any compliance issue must be reported to Fenua Holidays via info@fenuaholidays.com.

15.4 Fenua Holidays' Professional Liability Insurance

Fenua Holidays holds Professional Liability Insurance covering its activity as a tourism intermediary and digital platform.

- Insurer: Helvetia Professional Liability
- Coverage limit: EUR 1,500,000

This insurance covers damages caused to Users solely within the scope of Fenua Holidays' duties as a technical intermediary (booking transmission error, technical failure of the Platform, etc.).

It does not cover damages resulting from the performance of tourism services by Service Providers (Service Provider liability, see 15.3).

Article 16 — Service availability

16.1 Availability objective

Fenua Holidays strives to keep the Platform accessible 24/7, subject to maintenance operations and cases of force majeure (see 16.3).

Availability target: 99% of the time on an annual basis (i.e., approximately 3.65 days of cumulative downtime maximum per year).

16.2 Scheduled maintenance

Regular maintenance:

- Fenua Holidays may carry out technical maintenance operations necessary for the proper functioning and security of the Platform
- Maintenance is scheduled outside peak usage hours (generally at night, Polynesian time)
- Users are informed by email and information banner at least 48 hours in advance of scheduled maintenance causing more than 2 hours of downtime

Emergency maintenance (critical security):

- In case of urgent necessity (security flaw, critical bug), Fenua Holidays may carry out emergency maintenance without notice
- Estimated duration and information communicated as soon as possible via social media and the homepage

16.3 Force majeure and events beyond our control

Fenua Holidays shall not be held liable for service interruptions resulting from:

Cases of force majeure:

- Natural disasters (cyclones, tsunamis, earthquakes)
- Wars, terrorist attacks, riots
- Epidemics, pandemics
- General strikes affecting internet infrastructure
- Government decisions (internet shutdowns, censorship)

Events beyond Fenua Holidays' control:

- Failures of web hosting providers (servers, data centers)
- Failures of Polynesian telecommunications networks
- Cyberattacks (DDoS attacks, hacking)
- Failures of third-party services (Banque de Tahiti payment solution, Service Provider APIs)

In the event of a prolonged interruption (more than 24 hours), Fenua Holidays undertakes to:

- Communicate regularly on the status of the resolution (social media, email)

- Offer alternative solutions where possible (direct phone contact for emergencies)

16.4 No compensation for service interruption

No compensation will be due in the event of a service interruption, unless the interruption results from a gross fault proven against Fenua Holidays that caused direct and certain harm to the User.

In that case, compensation will be limited to the amount of the Fenua Holidays commission charged on the booking in question (and not to the total amount of the booking).

Article 17 — Protection of personal data

17.1 Privacy Policy

The processing of personal data by Fenua Holidays — categories of data collected, purposes and legal bases, recipients and subcontractors, retention periods, international transfers, security measures, cookies and trackers — is detailed in the Privacy Policy, available at fenuaholidays.com/en/privacy-policy.

The Privacy Policy is Fenua Holidays' reference document on the protection of personal data. These GTU refer to it in full; in the event of a discrepancy regarding the processing of personal data, the Privacy Policy prevails.

17.2 Data controller

The data controller is FENUA HOLIDAYS SASU — Lotissement Miri N°21, Résidence Rahiti, Appt 1, 98718 Punaauia / BP 42199, 98713 Papeete, French Polynesia — Email: info@fenuaholidays.com.

17.3 Applicable legal framework

Processing is governed by Law No. 78-17 of January 6, 1978, as amended (the French "Data Protection Act"), applicable in French Polynesia, which makes the rules of Regulation (EU) 2016/679 ("GDPR") applicable, as well as by the GDPR itself for individuals located in the European Union. The competent supervisory authority is the CNIL (www.cnil.fr).

17.4 Your rights

You have the right to access, rectify, erase, restrict, and object to the processing of your data, to data portability, to withdraw your consent at any time, and to provide post-mortem directives, under the conditions detailed in the Privacy Policy.

To exercise your rights: info@fenuaholidays.com. Response within 1 month maximum. You may also lodge a complaint with the CNIL (www.cnil.fr/fr/plaintes).

PART 7 — FINAL PROVISIONS

Article 18 — Applicable law and competent jurisdiction

18.1 Applicable law

These General Terms of Use are governed by French law, applicable in French Polynesia in accordance with its status as an Overseas Collectivity (COM).

In particular:

- The French Consumer Code for consumer protection
- The French Civil Code for contractual obligations
- The French Law on Confidence in the Digital Economy (LCEN) for the liability of hosting providers and content publishers
- The General Data Protection Regulation (GDPR) for personal data

18.2 Dispute mediation

In accordance with the consumer mediation regulations applicable in French Polynesia, in the event of a dispute relating to the use of the Platform, you have the right to use a consumer mediator free of charge to seek an amicable resolution of the dispute.

The contact details of the competent consumer mediator are published on the Platform and provided to the Customer upon simple request sent to info@fenuaholidays.com.

Conditions for referral:

- Having first contacted Fenua Holidays customer service (info@fenuaholidays.com)
- Having received an unsatisfactory response or no response for more than 2 months
- Dispute dating less than one year from your initial complaint to Fenua Holidays
- Not having already brought the dispute before a court

Free mediation: Mediation is entirely free for you, regardless of the outcome.

18.3 Competent jurisdiction

If mediation fails, the competent courts are determined according to your place of residence:

Consumers domiciled in mainland France:

- The court of your place of residence
- OR the Court of First Instance of Papeete (Fenua Holidays' registered office)
- The choice is yours

Consumers domiciled in French Polynesia:

- The Court of First Instance of Papeete
- OR the Court of First Instance of your island of residence (circuit sessions)

Consumers domiciled in the European Union (outside France):

- The courts of your EU member state of domicile (Brussels I bis protection)
- OR the Court of First Instance of Papeete

Consumers domiciled outside the EU:

- The courts of Papeete (unless specific consumer protection applies in your country)

For more details on the competent jurisdiction, see Article 30 of our GTS.

18.4 Language of the GTU

These GTU are drafted in French (reference language).

Translations into English and other languages may be provided for informational purposes. In the event of a discrepancy in interpretation between language versions, the French version prevails.

18.5 Severability

If any clause of these GTU is declared null, invalid, or unenforceable by a court decision, the remaining clauses shall remain in full force and effect.

The invalid clause will be replaced by a valid clause of equivalent scope, in keeping with the spirit of the GTU.

18.6 Contact Fenua Holidays

For any questions regarding these GTU or the use of the Platform, you may contact Fenua Holidays:

- Email: info@fenuaholidays.com
- Phone: +689 87 70 45 40
- Postal address: FENUA HOLIDAYS SASU, BP 42199, 98713 Papeete, Tahiti, French Polynesia

Response time: We undertake to acknowledge receipt of your requests within a maximum of 48 business hours and to provide a reasoned response within a maximum of 15 business days.

Article 19 — Use of the Platform by Service Providers

These GTU also govern the use of the Fenua Holidays Platform by tourism Service Providers (accommodation providers, activity organizers) who wish to list their offers on the Platform.

19.1 Registration and listing

Eligibility conditions:

To be listed on Fenua Holidays, the Service Provider must:

- Be a tourism professional established in French Polynesia
- Hold a valid tourism license (if applicable: hotel license, water activities authorization, etc.)
- Hold valid Professional Liability Insurance covering its activity
- Comply with Polynesian tourism regulations (declarations, safety standards, accessibility)

Registration process:

- The Service Provider submits a listing request via the dedicated form on the Platform or by email to info@fenuaholidays.com
- Fenua Holidays verifies the Service Provider's eligibility (licenses, professional liability insurance, regulatory compliance)
- If accepted, the Service Provider receives access to the Service Provider back office and may begin publishing offers
- The listing becomes effective upon signature of the Service Provider General Terms of Sale (a separate document)

19.2 Access to the Service Provider back office

Listed Service Providers benefit from a secure personal space (back office) allowing them to:

- Create, edit, and manage their offers (accommodation, activities)
- Manage their real-time availability calendar
- Set their rates and cancellation policies
- View and manage bookings received via the Platform

- View their performance statistics (views, bookings, conversion rate)
- Download their Fenua Holidays commission invoices

Service Provider account security:

The Service Provider is responsible for the confidentiality of their back-office login credentials and agrees to:

- Never share their credentials with unauthorized third parties
- Log out of their session after each use
- Immediately report any unauthorized use of their account via info@fenuaholidays.com

19.3 Service Provider obligations

Accuracy and updating of information:

The Service Provider agrees to provide accurate, complete, and up-to-date information concerning:

- Its offers (descriptions, photos, amenities, capacities)
- Its rates (price per night, per person, supplements)
- Its real-time availability (synchronized calendar)
- Its cancellation policies and special conditions

Any misleading or inaccurate information may result in:

- Temporary withdrawal of the relevant offer
- Suspension of the Service Provider account
- Termination of the partnership (see Service Provider GTS)

Booking management:

The Service Provider agrees to:

- Honor all bookings confirmed via the Platform under the displayed terms
- Respond promptly to customer inquiries (recommended timeframe: 24 hours)
- Keep its availability calendar up to date to avoid overbooking
- Immediately inform Fenua Holidays and the customer in the event of inability to honor a booking (proposing an alternative solution)

Quality of service:

The Service Provider agrees to:

- Provide services consistent with the descriptions published on the Platform
- Comply with applicable safety and hygiene standards for its activity
- Treat customers courteously and professionally
- Resolve customer complaints constructively and promptly

Professional liability insurance:

The Service Provider agrees to maintain valid Professional Liability Insurance covering its tourism activity at all times, and to provide Fenua Holidays with:

- A copy of the professional liability insurance certificate upon initial listing
- A copy of the renewed certificate each year (mandatory annual check)

19.4 Responding to customer reviews

Service Providers may publicly respond to customer reviews published on their listing, in compliance with the following rules:

- A professional, courteous, and constructive tone is mandatory
- Factual clarifications or apologies may be offered
- Personal attacks against customers are prohibited
- Disclosure of customers' personal data (full names, contact details) is prohibited

Service Provider responses are subject to the same moderation rules as customer reviews (see Article 14). Fenua Holidays reserves the right to remove any response that violates these rules.

19.5 Intellectual property of Service Provider content

Service Provider rights:

The Service Provider retains the intellectual property rights to its content (descriptions, photos, logos) published on the Platform.

By agreeing to be listed on Fenua Holidays, the Service Provider grants the Platform a non-exclusive, worldwide, royalty-free license to use, reproduce, and distribute its content on:

- The Fenua Holidays Platform (website, mobile applications)
- Fenua Holidays' communication materials (social media, newsletters, advertising)

Service Provider guarantee:

The Service Provider guarantees Fenua Holidays that it owns or holds the rights to use all content it publishes (photos, text, logos), and that no third party can claim rights over such content.

In the event of a third-party claim for intellectual property infringement, the Service Provider agrees to defend and indemnify Fenua Holidays against any claim, defense costs, or damages.

19.6 Commercial terms

The commercial terms of the partnership between Fenua Holidays and the Service Provider (commission, payment terms, exclusivity, termination, etc.) are governed by a separate document:

→ Service Provider General Terms of Sale (Service Provider GTS)

Available in your Service Provider area on the Platform

The Service Provider GTS supplement these GTU and prevail in the event of a contradiction on commercial aspects of the partnership.

19.7 Suspension or termination of the Service Provider account

Fenua Holidays reserves the right to suspend or terminate a Service Provider's account in the following cases:

Temporary suspension (7 to 30 days):

- Failure to meet deadlines for updating availability (repeated overbooking)
- Recurring unresolved customer complaints
- Delay in submitting required documents (professional liability insurance, licenses)

Permanent termination (without notice):

- Serious or repeated violation of these GTU or the Service Provider GTS
- False information about offers (fraud, misleading advertising)
- Failure to honor confirmed bookings (abusive cancellations)
- Lack of professional liability insurance
- Inappropriate behavior toward customers (insults, discrimination)

Procedure: Fenua Holidays notifies the Service Provider by email, specifying the reason and the duration of the suspension or termination. The Service Provider has a 7-day right of reply before permanent termination.

Consequences of termination:

- Immediate removal of all the Service Provider's offers from the Platform
- Ongoing bookings are retained (to be honored by the Service Provider)
- Settlement of commissions owed in accordance with the Service Provider GTS

19.8 Contact for Service Providers

For any questions regarding the use of the Platform as a Service Provider, you may contact:

- Email: info@fenuaholidays.com
- Phone: +689 87 70 45 40

Response time: 48 business hours (acknowledgment) + 15 business days (reasoned response)

END OF THE GENERAL TERMS OF USE

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