# legal information

The website www.leboncoin.fr, hereinafter referred to as “Leboncoin.fr” offers a service for depositing and consulting classified advertisements on the Internet more specifically intended for individuals.

Access to the site, its consultation and its use are subject to the unreserved acceptance of these General Conditions of Use of Leboncoin.fr.

The site is published by LBC FRANCE, SAS with capital of 3,252,490 euros, registered in the Paris trade and companies register under number 521 724 336. Head office: 24 rue des Jeûneurs - 75002 Paris.

The Publishing Director of Leboncoin.fr is Mr. Antoine Jouteau.

Intra-community VAT number: FR32521724336

For any questions about the company, you can [send](https://www2.leboncoin.fr/support/form) us [your questions by email](https://www2.leboncoin.fr/support/form) .

**A requisition service only responds to requests from public authorities (gendarmerie, police, etc.).**

For any request that does not come from public authorities , we invite you to use our Contact form by clicking on the link: [//www2.leboncoin.fr/support/form/0?id=1.](https://www2.leboncoin.fr/support/form/0?id=1) You can then select the reason and explain your situation in detail. The dedicated team will then take all the necessary measures.

**For Judicial Requisitions and Communication Rights, please send us the communication right (on dated, signed and stamped letterhead) or the requisition (dated, signed and stamped) specifying the reference of the advertisement, the advertiser's email address and / or phone number, attached by email to**[**requisition@scmfrance.fr**](mailto:requisition@scmfrance.fr)**(the response time is around 24 hours on working days).**

**The reference of the advertisement is the number appearing in the internet address of the advertisement presentation page.**

**Example: https://www.leboncoin.fr/voitures/46960255.htm. The reference is 46960255.**

**We will send you the requested information as soon as possible. This research is carried out free of charge.**

**To simplify our procedures, please indicate in your request the email address to which we will send you our response.**

Leboncoin.fr is hosted by Amazon Web Services Inc - 410 Terry Avenue North - Seattle WA 98109-5210 - USA

## GENERAL CONDITIONS OF USE OF THE LEBONCOIN SERVICEeamble: definitions

Each of the terms mentioned below will have the following meaning in these General Conditions of Use of the LEBONCOIN Service (hereinafter referred to as the "T & Cs"):

**Direct Purchase**: allows the Buyer to purchase, via the Secure Payment Service, the Good at the price indicated in the Seller's Ad by clicking on “Buy” from the Ad and thus directly accept the offer from the Seller. Direct Purchase is available in the following categories and subcategories:

* Fashion except Luxury and Trend;
* House ;
* Hobbies ;
* Multimedia;
* Others;
* Auto Equipment;
* Caravaning equipment;
* Motorcycle Equipment;
* Nautical equipment;
* Office supplies ;
* Medical material ;
* Tools - Materials 2nd work;
* Catering Hotel industry.

**Buyer**: refers to any User who is an adult natural person holding a Personal Account who buys or wishes to buy one or more Goods on the Site from a Seller.

**Deposit**: means the deposit corresponding to a minimum of 30% of the amount of the Reservation of the seasonal rental. This amount is paid by the Traveler in order to make a Reservation Request with the Host via the Secure Payment Service. To learn more click [here](https://assistance.leboncoin.info/hc/fr/articles/360000469960-L-acompte-et-le-solde-restant-de-la-r%C3%A9servation-d-une-location-de-vacances) .

**Announcement**: designates all the elements and data (visual, textual, sound, photographs, drawings), deposited by an Advertiser under his editorial responsibility, with a view to buying, renting or selling a good or offering or researching a service or a job and posted on the Site and the Applications.

**Advertiser**: means any natural person of full age or legal person established in France (including the overseas departments excluding Mayotte and COM), holder of a Professional or Personal Account, and having submitted and posted an Advert via the LEBONCOIN Service. . The term "Advertiser" includes in the T & Cs the two types of Advertisers posting advertisements via the LEBONCOIN service, namely:

**The "Individual" Advertiser**: which means any natural person of full age, acting exclusively for private purposes established in France (including the overseas departments excluding Mayotte and the COM) and having submitted and posted an Advert to from the Website, and / or the Applications. All Individual Advertisers must imperatively hold a Personal Account to submit and manage their Advert (s).

**The "Pro" Advertiser**: which means any legal person, established in France (including the overseas departments excluding Mayotte and the COM) submitting, exclusively for professional purposes, Advertisements from the website and Applications. Any Pro Advertiser must imperatively hold a “Pro Account” to submit and manage his Advert (s). The following activities can be assimilated to a professional activity:

* resell items purchased for this purpose and not for personal use,
* sell items created by the Advertiser,
* regularly sell a large volume of items,
* sales to generate profits and generate substantial income.

**Applications**: refers to the Android application which can be downloaded for free on an Android phone from the Google Play Store, and the optimized application for iPhone and iPad can be downloaded for free from the Apple App Store on an iPhone or iPad having at least the iOS 11 version for iPhone and iPad, allowing Users and Advertisers to access the LEBONCOIN service as defined in article 3.1 of these T & Cs.

**Good**: refers to any product whose sale is not prohibited by applicable French regulations or by [the](https://www.leboncoin.fr/dc/rules) Site's [distribution rules](https://www.leboncoin.fr/dc/rules) and which is offered for sale by the Seller on the Site via the Secure Payment Service.

**Dispatch slip**: refers to the prepaid shipping label automatically generated by Mondial Relay, bearing the address of the relay point chosen by the Purchaser upon acceptance of the Offer to Sell by the latter. This label must be stuck on the Parcel by the Seller.

**Postage slip**: refers to prepaid postage generated automatically by Colissimo, bearing the address provided by the Purchaser during the Direct Purchase. This slip must be stuck on the Parcel by the Seller.

**Parcel**: refers to the package carefully packed by the Seller, in accordance with the [conditions of admission of parcels of Mondial Relay](https://www.mondialrelay.fr/envoi-de-colis/conditions-generales-de-vente/) or the [rules and advice of Colissimo](https://aide.laposte.fr/particulier/contenu/comment-bien-emballer-mon-colissimo/) , on which is pasted the Dispatch Voucher for the Mondial Relay Delivery Service or the Delivery Slip. postage for the Colissimo or Courier Delivery Service followed and containing the Goods purchased by the Buyer via the Secure Payment Service, intended to be sent via the Delivery Service.

**Leboncoin account**: functioning as an escrow account, it is allocated to each User using the Secure Payment Service for a Transaction relating to the purchase / sale of a Vehicle. The funds credited to a User's Account cannot be used for the payment of a Transaction other than the one for which they were credited (with a view to a purchase or following a sale of a Vehicle).

* **Buyer's Account**: linked to the Buyer's bank account, when the latter makes a payment of funds for a Transaction for the purchase of a Vehicle, the funds are sequestered in his leboncoin Account until the validation by the Buyer of the transfer of funds to the benefit of the Seller or the request for reimbursement of funds to the Buyer's bank account.
* **Seller's account**: linked to the Seller's bank account using the Secure Payment Service, the sums due to the latter in respect of a finalized Transaction whose object is the sale of a Vehicle are paid into his leboncoin Account. The Seller can connect to his Personal Account at any time to request the transfer of the sums available to his bank account.

**Personal Account**: designates the free space, accessible from the Website and the Applications, that any Private Advertiser must create for himself, and from which he can distribute, manage, view his Advertisements, subscribe to one or more paid option (s) (s) and buy credits.

**Pro Account**: refers to the space accessible from the Site and the Applications, which any Pro Advertiser must create for himself, and from which he can broadcast (with the exception of the Pro Advertiser benefiting from one of the formulas of the Auto Pack or the leboncoin Immo Pack and thus distributing its Ads on the LEBONCOIN Service directly from its personal Ads management software), manage, view its ads and place orders.

**Reservation request**: refers to a request for the rental of Accommodation made on the Site by a Traveler to a Host who has submitted an Ad offering online payment of the Deposit via the Secure Payment Service, for a specified period, awaiting confirmation or refusal by the Host within 72 hours.

**Delivery costs**: refers to the delivery costs set by LBC France, depending on the Delivery Service selected, on the basis of Mondial Relay rates or La Poste universal rates.

**Service Fees**(leboncoin Protection): refers to the fees invoiced by LBC France to Buyers or Sellers, as well as Travelers and / or Hosts in consideration for the use of the Secure Payment Service offered on the Site. These costs are indicated to the Buyer or the Seller, as well as to the Traveler and / or the Host prior to finalizing their purchase / sale or their Online Reservation via the Secure Payment Service.

**Accommodation**: refers to all the accommodation offered by the Hosts for seasonal rental via an Ad on the Site offering online payment for the Reservation via the Secure Payment Service.

**Host**: means any adult natural person established in France, holder of a Personal Account, who posts an Ad on the Site in the categories *Rentals & Gîtes, Bed and Breakfast, campsites, unusual accommodation*to offer the rental of his Accommodation to a Traveler, and allows the Traveler to make a Reservation Request and online payment of the Deposit via the Secure Payment Service.

**Hotelier**: refers to the hotel establishment offering its Hotel Products for Reservation on the Site.

**LBC France**: refers to the company which publishes and operates the Site and the Applications: LBC France, SAS with a capital of 3,252,490 euros, registered in the Paris Trade and Companies Register under number 521,724,336, whose registered office is located 85-87 Rue du Faubourg Saint Martin, 75010 Paris.

**Messaging**: refers to the messaging system made available to Users and Advertisers as part of the LEBONCOIN Service and allowing their communication by exchange of private messages that only the Users and Advertisers concerned can consult. Messaging is only accessible to Users and Advertisers with a Personal Account.

**Notifications**: refers to the notifications received by Users and Private and Professional Advertisers within the framework of the LEBONCOIN Service in the cases defined in article 3.2.2 of these T & Cs. Notifications are only accessible to Users and Advertisers with a Personal and / or Professional Account from the Application.

**Purchase Offer**: means the offer made by a Buyer to a Seller in order to offer him the purchase of his Good via the Secure Payment Service. The Purchase Offer must be issued from the Seller's Announcement and / or from the conversation with the Seller in the Messaging Service and contain the purchase price of the Good and the type of exchange (in person or delivery). The Offer to Purchase may be canceled by the Buyer as long as the Seller has not accepted it.

**Offer to Sell**: means the Offer by a Seller with regard to a Buyer in order to offer him the sale of his Property via the Secure Payment Service. The Offer to Sell must be made from the Seller's Messaging and contain the selling price of the Good, the type of exchange (in person or delivery) and the costs of delivering the Good. The Offer to Sell may be canceled by the Seller as long as the Buyer has not accepted it and paid the price of the Good.

**Hotel Product**: refers to the rooms and associated services (eg: breakfast, parking, etc.) offered for Reservation by Hoteliers and posted on the Site.

**Recommendation**: refers to any evaluation of a Seller, a Buyer, a Traveler or a Host represented quantitatively by a rating ranging from 1 to 5 stars displayed on his profile. The Buyer or the Seller can leave a recommendation only after a Transaction has been made between them on the Site or the Applications via the Secure Payment Service. The Traveler or the Host can leave a recommendation only at the end of a stay, after a Reservation has been made between them on the Site or the Applications via the Secure Payment Service.

**Reservation**: means the reservation made by the Traveler to rent the Accommodation from a Host allowing the payment of the Deposit due to him online via the Secure Payment Service, for the rental period confirmed by the Host.

**Reservation of a Hotel Product**: means the online purchase of a Hotel Product made by the User directly via the reservation system of the Hotelier to which he is redirected from the Site.

**Delivery Service**:

- The Mondial Relay Delivery Service means the optional integrated shipping, transport and delivery service, from and to mainland France, offered by LBC France's partner, Mondial Relay, at the Buyer's expense. , allowing the Seller to send the Goods sold as part of a Transaction via the Secure Payment Service and the transport of which is not prohibited by [Mondial Relay](https://www.mondialrelay.fr/envoi-de-colis/conditions-generales-de-vente/) . The Delivery Service is available in the following categories and sub-categories:

* Fashion except Luxury and Trend;
* House ;
* Hobbies ;
* Multimedia;
* Others;
* Auto Equipment;
* Caravaning equipment;
* Motorcycle Equipment;
* Nautical equipment;
* Office supplies ;
* Medical material ;
* Tools - Materials 2nd work;
* Catering - Hotel industry.

- The Colissimo Delivery Service means the optional integrated shipping, transport and delivery service, from and to mainland France, offered by Colissimo (La Poste), at the Buyer's expense, allowing the Seller to '' send the Goods sold as part of a Transaction via the Secure Payment Service and the transport of which is not prohibited by [La Poste](https://www.laposte.fr/) . The Delivery Service is available in the following categories:

* Fashion except Luxury and Trend;
* House ;
* Hobbies ;
* Multimedia;
* Others;
* Auto Equipment;
* Caravaning equipment;
* Motorcycle Equipment;
* Nautical equipment;
* Office supplies ;
* Medical material ;
* Tools - Materials 2nd work;
* Catering - Hotel industry.

- The Tracked Courier Delivery Service means the optional integrated shipping, transport and delivery service, from and to mainland France, offered by Tracked Mail (La Poste), at the Buyer's expense, allowing the Seller to send the Goods sold as part of a Transaction via the Secure Payment Service and whose transport is not prohibited by [La Poste](https://www.laposte.fr/) . The Delivery Service is available in the following categories:

* Fashion except Luxury and Trend;
* House ;
* Hobbies ;
* Multimedia;
* Others;
* Auto Equipment;
* Caravaning equipment;
* Motorcycle Equipment;
* Nautical equipment;
* Office supplies ;
* Medical material ;
* Tools - Materials 2nd work;
* Catering - Hotel industry.

**Secure Payment Service**: refers to the online payment service made available to the Seller, the Buyer, the Host and the Traveler on the Site and the Applications in the following categories and sub-categories:

* Fashion except Luxury and Trend;
* House ;
* Hobbies ;
* Multimedia;
* Others;
* Auto Equipment;
* Motorcycle Equipment;
* Caravanning equipment;
* Water sports equipment;
* Tools - Materials 2nd work;
* Office supplies ;
* Medical material ;
* Catering - Hotel industry;
* Vehicles;
* Rentals & Gîtes, Bed and Breakfast, campsites, unusual accommodation in the “Holidays” category.

**LEBONCOIN Service**: refers to the LEBONCOIN services made available to Users and Advertisers on the Website and Applications as described in Article 2 of these T & Cs.

**Site**: refers to the website operated by LBC France accessible mainly from the URL [www.leboncoin.fr](https://www.leboncoin.fr/) and allowing Users and Advertisers to access the LEBONCOIN Service via the internet as described in article 2 of these T & Cs.

**User**: refers to any visitor, having access to the LEBONCOIN Service via the Site and the Applications and consulting the LEBONCOIN Service, accessible from the various media.

**Transaction**: refers to the transactions which transfer the ownership of a Good from a Seller to a Buyer, from the validation of the payment and the receipt of the Good by the Buyer, by virtue of the sales contract concluded between them via the use of the Secure Payment Service.

**Seller**: refers to any Private Advertiser who offers one or more Goods for sale and chooses to use the Secure Payment Service. Professional Advertisers are not authorized to use the Secure Payment Service.

**Traveler**: means any adult natural person established in France, holder of a Personal Account, who makes an Accommodation reservation request with a Host via the Secure Payment Service.

## ARTICLE 1: PURPOSE - ACCEPTANCE

The purpose of the T & Cs is to determine the conditions of use (i) of the LEBONCOIN Service made available to Users and Advertisers and (ii) of the Secure Payment Service made available to Sellers, Buyers, Hosts and Travelers via the Site and the Applications.

The subscription conditions by Advertisers to paid options (hereinafter referred to as "Paid Options") are set out in the general conditions of sale reserved:

* to Private Advertisers ("GTC") accessible [here](https://www.leboncoin.fr/cgv_general.htm)
* to Professional Advertisers ("GTC") accessible [here](https://www.leboncoin.fr/cgvpro_general.htm)

Any User - any Advertiser, any Buyer, any Seller, any Host and any Traveler declares by accessing and using the LEBONCOIN service and / or the Secure Payment Service, from the Site and / or the Applications, to have read these General Conditions of Use and expressly accept them without reservation and / or modification of any kind. These T & Cs are therefore fully enforceable against Users, Advertisers, Buyers, Sellers, Hosts and Travelers.

## ARTICLE 2: USE OF THE LEBONCOIN SERVICE

### 2.1 General rules

Any User - any Advertiser declares to be informed that, in order to access the LEBONCOIN Service, he must have Internet access subscribed to with the supplier of his choice, the cost of which is his responsibility, and acknowledges that:

* The reliability of transmissions is uncertain due, in particular, to the heterogeneous nature of the infrastructures and networks on which they circulate and that, in particular, breakdowns or saturations may occur;
* It is up to the Advertiser to take any measure it deems appropriate to ensure the security of its equipment and its own data, software or others, in particular against contamination by any virus and / or attempted intrusion of which it could. to be a victim ;
* Any equipment connected to the Site is and remains under the full responsibility of the Advertiser, the responsibility of LBC France cannot be sought for any direct or indirect damage which may arise as a result of their connection to the Website.

The Advertiser undertakes, where applicable, to respect and maintain the confidentiality of the login credentials for his Personal Account or Pro Account and expressly acknowledges that any connection to his Personal Account or Pro Account, as well as any transmission of data from his Personal Account or Pro Account will be deemed to have been made by the Advertiser.

Any loss, misappropriation or use of Login Identifiers and their possible consequences are the sole and entire responsibility of the Advertiser.

The Advertiser is informed and accepts that for technical reasons, his Advert will not be broadcast instantly after it has been posted on the Site and the Applications.

The Advertiser is informed that by publishing his Ad on the Site, it may be shared by any User and / or any Advertiser on the Facebook social network, via the relevant sharing button integrated into the pages.

Any published Announcement will be posted on the Site and the Applications.

Any Advertiser is informed that LBC France, its parent company and its sister companies are likely to publish classified ads services dedicated to one or more categories of deposit. Any Advertiser accepts that LBC France, its parent company and / or its sister companies may broadcast its Advertisements on these dedicated services, within the limit of their lifespan or until they are deleted.

### 2.2 Features

The LEBONCOIN Service offered to Users and Advertisers varies depending on the Advertiser's status as "Individual" or "Pro" and on the communication medium used (Website or Applications).

**1) Features accessible to Advertisers and Users not logged in from the Site and the Applications**

The consultation of all Advertisements disseminated

Getting in touch with Advertisers

The possibility of recommending the Ad to a friend

Report abuse

Saving Announcement

Saving my research

The ability to save the Advertiser's contact in their iPhone / iPad (only from the Applications)

Geolocation of Ads posted in all categories (only from Applications)

Consulting Google reviews received by Pro Advertisers in the Vehicles category listed on Google Maps. Users can [read the Google Rules applicable to reviews](https://support.google.com/contributionpolicy/answer/7422880) .

Consultation of Opinion System opinions received by Professional Advertisers in the Real Estate category listed on Opinion System. Users can [read the Opinion System Rules applicable to reviews](https://www.opinionsystem.fr/fr-fr/termsservice#engagement) .

**2) Functions accessible from the Site and the Applications to logged in Individual Advertisers**

Announcement filing

Access to the "My favorites" area:

* saving Ads
* the automatic search for Ads

Announcement management via the "My announcements" tab of the Personal Account:

* Announcement deletion: it is possible to delete several Announcements in one action
* the modification of the Announcement
* the geolocation of the property
* the extension of the Advertisements at the end of the maximum duration of 60 days or 180 days depending on the categories (except for certain categories for which the life of the advertisements is unlimited)
* the subscription of Paying Option (s) by credit card and / or by credits
* the purchase of credits by credit card (functionality not available from the Applications)

Access and management of the Personal Account:

The management (updating, modification, etc.), at any time, of the personal information entered during the creation of the Personal Account:

* Mandatory information: name, first name, email, password
* Optional information: civility, age, area of ​​interest, sector of activity, telephone number, etc.

The addition of a profile photograph in the "Profile" tab of the Personal Account, the possibility of modifying and deleting it. This will be visible to other Users on the public profile of the User concerned and on each of their online Ads.

Receiving Notifications from Applications in the following cases: Receiving new messages via Messaging

* New results matching Saved Searches
* Renewal / extension / expiration of your ad (s).

Monitoring of:

* Paid options subscribed;
* Credits purchased and used.

The exchange of private messages between Users and Advertisers via Messaging.

Tracking an Advertiser's profile by clicking on the "Follow" button located on the Advertiser's profile page. The User who has chosen to follow an Advertiser will receive an email notification each time an Advert is submitted by the latter. He can deactivate the follow-up of an Advertiser via the latter's profile page or the notification emails received.

**3) Functionalities from the Site and the Applications accessible to Professional Advertisers**

The posting of an Ad by paying the cost of the deposit (except for Pro Advertisers benefiting from an Auto Pack or a leboncoin Immo Pack)

Ads management via the "My ads" tab of the Pro Account:

* Announcement deletion: it is possible to delete several Announcements in one action,
* the modification of the Announcement
* the geolocation of the property
* The extension of the Advertisements at the end of the maximum period of 60 days or 180 days depending on the category (except for Pro Advertisers benefiting from an Auto Pack or a leboncoin Immo Pack).
* the subscription of Paying Option (s) by credit card
* the purchase of credit by bank card (functionality not available from the Applications)

Access and management of the Pro Account:

The management (updating, modification, etc.), at any time, of the personal information entered during the creation of the Pro Account:

* Mandatory information: title, name, first name, email address, password

Receipt of Notifications from Applications in the following cases:

 New results corresponding to Saved Searches

 Renewal / extension / expiration of your ad (s)

The follow-up:

* Paid options subscribed;
* Credits purchased and used.

Centralization and management, via the “Contacts” tab of the Pro Account, of User contact requests generated via Ads.

Managing the display of Google reviews for Pro Advertisers in the Vehicles category:

Among the reviews considered to be the most useful by Google, the three most recent reviews will be displayed in chronological order on the Advertiser's Professional Page if it is listed on Google Maps. The latter has the possibility to configure this display, in particular to deactivate it, by modifying his Professional page. The average of reviews as well as the total number of reviews received by the Pro Advertiser referenced on Google Maps will also be displayed on said Advertiser Page. Users wishing to consult all the opinions concerning the Advertiser Pro will be redirected to the [Google Maps site](https://www.google.com/help/terms_maps/) . Users can [read the Google Rules applicable to reviews](https://support.google.com/contributionpolicy/answer/7422880) .

Managing the display of Opinion System reviews for Professional Advertisers in the Real Estate category:

The three most recent reviews will be displayed in chronological order on the Advertiser's Professional Page if it is referenced on Opinion System. The latter has the possibility to configure this display, in particular to deactivate it, by modifying his Professional page. The average of reviews as well as the total number of reviews received by the Pro Advertiser referenced on Opinion System will also be displayed on said Advertiser's Page and within its Ads. Users wishing to consult all the opinions concerning the Advertiser Pro will be redirected to the Opinion System site. Users can [read the Opinion System Rules applicable to reviews](https://www.opinionsystem.fr/fr-fr/termsservice#engagement) .

**4) Messaging**

Messaging access

Only Users holding a Personal Account and Individual Advertisers can communicate via Messaging, from their Personal Account. Users with a Pro Account and Pro Advertisers cannot communicate via Messaging (with the exception of Pro Advertisers in the sections: Multimedia, Home, Fashion, Leisure, Animals, Professional Equipment, Services and Holidays), contact is made by phone and / or email by clicking on the "Send an email" button next to the Ad.

Thus, Users, connected to their Personal Account (or their Pro Account for the aforementioned Pro Advertisers), can send a private message, via Messaging, to particular Advertisers by clicking on the "Send a message" button located next to the 'Ad.

Individual Users and Advertisers will be informed of any new message received, by e-mail to the e-mail address provided when opening their Personal Account and by a Notification received via the Applications.

Individual Users and Advertisers must then be connected to their Personal Account to use Messaging, in particular to reply to a caller and access their conversation history.

The email addresses of Users and Advertisers using the Messaging are not visible to their interlocutor, only the pseudonym entered when creating the account by the User and / or Advertiser will be visible.

Using Messaging

The main purpose of sending private messages via Messaging is the exchange of information relating to Announcements.

Sellers and Buyers have the option of sending and accepting / rejecting Promises of Sale via the Messaging Service, the payment of which is made from the Secure Payment Service. For more information, see the article “Description of the Secure Payment Service”.

Advertisers and Users using the Messaging undertake to adopt a respectful and loyal behavior towards their interlocutors.

In particular, Advertisers and Users undertake not to use Messaging for sending messages which:

* violate, misuse or infringe the rights of LBC France, the people who use our Services or other third parties, including the rights to privacy, image, intellectual property or other exclusive rights;
* are illegal, obscene, defamatory, threatening, abusive, intimidating, hateful, pedophile, discriminatory, racially or ethnically offensive, and / or amount to harassment or incite or encourage illegal or inappropriate behavior for other reasons, including the promotion of violent crime;
* are of an advertising or commercial nature;
* encourage the acquisition of goods the sale of which is prohibited;
* involve the publication of lies, false statements, misleading assertions, erroneous or likely to mislead Users and Advertisers;
* impersonate others;
* lead to the sending of mass messages, automatic messages, automatic numbering or a malfunction of the LEBONCOIN Services (software or viruses) and / or other similar practices;
* direct Users and Advertisers to a site other than the LEBONCOIN site, in particular a competitor site.

LBC France uses automated software to automatically detect, thanks to algorithms, any remarks contrary to good morals and public order, inappropriate, insulting or defamatory communicated by a User via the Messaging. In the event that a private message containing such comments is detected by said automated software, the private message may be automatically blocked and will not reach the recipient User.

LBC France does not have access to the content of private messages, including those blocked by the automated software.

Users and Advertisers are solely responsible for the content of private messages exchanged via the Messaging.

We recommend that Users and Advertisers exercise vigilance in communicating personal information to their interlocutor.

LBC France reserves the right to suspend or prohibit access to the LEBONCOIN Service, in particular to Messaging, for any User or Advertiser who does not comply with these Terms of Use.

**5) Notifications**

5.1 Conditions for receiving Notifications

Only Users and Advertisers connected to their Personal and / or Professional Account can receive Notifications from their Application in the cases defined in 3.2.2 and 3.2.3.

However, it is reminded that Professional Users and Advertisers cannot receive Notifications of new messages via Messaging, which is not accessible to them.

In addition, Users and Pro Advertisers with an Import Pack will not receive Notifications for the renewal, extension or deletion of their advertisements.

5.2 Configuring Notifications

- On the Android Application

Users and Advertisers using the Android Application can, from the settings of their Android phone and / or their tablet, accept and / or refuse the receipt of any Notifications. By default, notification reception is enabled on the Android Application.

- On the IOS Application

Users and Advertisers using the IOS Application can, from the settings of their iPhone and iPad, accept and / or refuse the receipt of all Notifications. By default, the receipt of Notifications is disabled on the IOS Application.

**6) Candidate profile**

The Candidate Profile designates the profile that the candidate for a job offer has the opportunity to create. In order for the profile to be finalized, the candidate must fill in the job he is looking for, its location within a radius of up to 100 kilometers and the last professional experience he wishes to highlight. The candidate has the possibility to make his profile visible or not to recruiters and to upload his CV. The candidate has the possibility to modify or delete his candidate Profile at any time from his Personal Account.

### 2.3 Personal data

Any processing of personal data in the context of these Terms is subject to the provisions of our confidentiality policy, which is an integral part of these T & Cs. 3: DESCRIPTION OF THE SECURE PAYMERVICEND OTHER RESERVATIONS

### 3.1 Use of the Secure Payment Service for the Fashion, Home, Leisure, Multimedia, Auto Equipment, Caravaning Equipment, Motorcycle Equipment, Nautical Equipment, Office supplies, Medical equipment, Tools - Materials for 2nd work, Pro Catering - Hotel equipment

**3.1.1 Sending of the Buyer's Offer**

The Buyer can choose to use the Secure Payment Service by sending an Offer to Purchase to the Seller by clicking on "Make an offer" from the Seller's Listing and / or from the conversation with the Seller in the Messaging. He must be connected to his Personal Account to send a Purchase Offer and can only send one Purchase Offer at a time for the same Good.

The Buyer must complete the Offer to Purchase form indicating the purchase price and his message to the Seller before sending his Offer.

Cancellation of a Purchase Offer

After sending the Offer to Purchase, the Buyer has the option of canceling his Offer as long as the Seller has not accepted the Offer by clicking on "Cancel the offer" from his Mailbox.

Modification of a Purchase Offer

The Buyer cannot modify a Purchase Offer. If he wishes to make changes to his Purchase Offer, the Buyer must cancel it from his Messaging if it has not yet been accepted by the Seller, then send the Seller a new Purchase Offer.

**3.1.2 Response to the Purchase Offer by the Seller**

The Seller has 48 hours from the sending of the Purchase Offer by the Buyer to accept or refuse said Purchase Offer. In the absence of a response within this period, the Purchase Offer will be deemed to be refused.

Acceptance of the Offer to Purchase

As soon as a Purchase Offer is sent by a Buyer, the Seller is informed by a notification in his Messaging and receives a summary of the Offer. The acceptance of a Purchase Offer by the Seller refers to the Offer to Sell form on which the Seller must enter the cost of delivery of the Good, then validate this Offer to Sell. Acceptance of a Purchase Offer results in the rejection of any other Purchase Offer received for the same Good.

Upon validation of a Sale Offer by the Seller, the latter undertakes to comply with it.

Refusal of the Offer to Purchase

In the event of refusal of the Purchase Offer by the Seller or in the absence of a response to the Purchase Offer within 48 hours, the Buyer is informed by a notification in his mailbox.

**3.1.3 Sending of the Offer to Sell by the Seller**

The Seller can choose to use the Secure Payment Service by sending an Offer to Sell from his conversation with a potential Buyer in the Messaging System by clicking on "Start the Payment Service". The Seller can only send one Offer to Sell at a time for the same Good. The total amount of the Offer to Sell must be less than 2,500 euros.

Identity verification of the Seller

In order to validate the sending of his Offer of Sale, the Seller must provide the following information which will be verified by our payment service provider:

* His name and surname
* His postal address
* His email address
* His date of birth
* Beyond a certain volume of Transactions, a valid identity document (National Identity Card or passport) and a RIB will be requested from the Seller.

The Seller is solely responsible for the accuracy of the information provided.

Offer to Sell Form

Once this information has been entered, the Seller must complete the Offer to Sell form indicating:

* the price of the Good,
* the type of exchange (in person or delivery, it being understood that to date only the choice of delivery is possible via the Secure Payment Service)
* the delivery method (Mondial Relay or “I send the package myself”)
* the cost of delivery of the Good if this is borne by the Purchaser.

Upon validation of a Sale Offer by the Seller, the latter undertakes to comply with it.

Cancellation of an Offer to Sell

The Seller has the possibility of canceling his Offer to Sell only as long as it has not been accepted by the Buyer, via the corresponding button accessible in his conversation with the Buyer on the Messaging.

Modification of an Offer to Sell

The Seller cannot modify an Offer to Sell. If he wishes to make changes to an Offer to Sell, the Seller must cancel it from his Messaging if it has not yet been accepted by the Buyer, then send the Buyer a new Offer to Sell.

**3.1.4 Response to the Offer to Sell by the Buyer**

The Buyer has 48 hours from the sending of the Offer to Sell by the Seller to accept or refuse said Offer to Sell. In the absence of a response within this period, the Offer to Sell will be deemed to have been refused.

Acceptance of the Offer of Sale and Payment

Upon validation of an Offer to Sell by a Seller, the Buyer is informed by a notification in his Messaging.

To validate the acceptance of an Offer to Sell, the Buyer must pay for the Goods purchased by credit or debit card via the Secure Payment Service. The Buyer cannot accept an Offer to Sell without paying the price of the corresponding Good. Acceptance of the Offer to Sell by the Buyer constitutes a firm commitment to contract with the Seller under the terms thereof.

The processing of the Buyer's payment and credit card data is carried out by our payment service provider. In order to use the Secure Payment Service, the Purchaser declares to have read and accepted [the general conditions of said provider](https://docs.adyen.com/legal/terms-conditions) .

The Buyer is solely responsible for the transmission of data from his credit or debit card.

The amounts paid by the Buyer are kept securely in an escrow account via our payment provider while the Transaction is finalized.

The Seller gives a mandate to LBC France, which alone is empowered to order the escrow account to make payment to the Seller of the amount of the Good once the Buyer has confirmed receipt of the Good or is deemed to have received and accepted it. .

The Seller can cancel the transaction as long as he has not sent the Good to the Buyer.

Refusal of the Offer to Sell

In the event of refusal of the Offer to Sell by the Buyer or in the absence of a response to the Offer to Sell within 48 hours, the Seller is informed by a notification in his Messaging. He may again send an Offer to Sell to another Buyer concerning this Good.

**3.1.5 Direct purchase**

The Seller's choice when submitting his Ad to opt for the delivery method (s) of his Good from the Mondial Relay, Colissimo or "Other means of delivery" Delivery Services constitutes an offer to sell said Good by the Seller via the Secure Payment Service, which can be accepted by a Buyer without the need to send an Offer to Sell or an Offer to Purchase.

In order to accept such an offer to sell, the Purchaser may choose to use the Secure Payment Service by clicking on "Buy" from the Vendor's Listing while being logged in to his Personal Account. Before proceeding with the payment of the Good, the Delivery Costs and any Service Charges via the Secure Online Payment Service, the Buyer must then choose the delivery method he wishes and:

- in the case of a delivery via the Mondial Relay Delivery Service: choose your delivery relay point then enter your identity information.

- for any other delivery method chosen by the Seller when submitting his Ad: enter his identity and delivery address which will be sent to the Seller for sending the purchased Good.

The Buyer is deemed to have accepted the Seller's offer as soon as he clicks on “Validate” after entering his credit card number on the payment page. The payment of the Good by the Buyer constitutes a firm commitment to contract with the Seller in consideration of the description of the Good in the Announcement and in its possible exchanges with the Seller.

In order to receive payment of the price of the Good, the Seller must first have provided his IBAN and his identity information (name, first name, postal address, email address, date of birth and, if applicable, identity document and RIB).

The Seller can cancel the transaction as long as he has not sent the Good to the Buyer.

If the Seller does not proceed with the shipment of his parcel and does not confirm the shipment via the Courier within three (3) working days following the payment by the Buyer, the sale will be automatically canceled and the Buyer will be refunded. of the total price paid (amount of the Goods and delivery costs). LBC France cannot be held responsible for the consequences of the transaction and will no longer be able to intervene with the Buyer and the Seller after automatic cancellation of the sale for non-compliance with the deadline for sending the package by the Seller.

**3.1.6 Receipt of the Good**

In order to secure Transactions and protect Buyers, the amount paid for the purchase of the Good is kept, at no cost to the Buyer, in a secure manner in an escrow account via our payment provider until confirmation by the Buyer of the reception of the Good. In order to receive the price of the Good on his bank account, the Seller must first enter his IBAN in the "My personal information" page of his leboncoin account.

Time limit for confirming receipt of the Good

The Buyer has **10 days**, from the confirmation of shipment of the Good by the Seller, to confirm receipt of the Good.

In the absence of confirmation at the end of this **10-day period**, the Buyer will be deemed to have received and accepted the Good, and payment of the price of the Good will be automatically transferred to the Seller's bank account, subject to the latter having previously entered their IBAN in the "My personal information" page of their Personal Account. The amount will appear in the Seller's bank account within 3 to 6 working days (average processing times by our payment and bank processing provider).

The Buyer is required to accept the Good to the extent that it conforms to the Seller's Announcement and to the possible description made by the latter in the context of its exchanges with the Buyer. In this case, the Buyer agrees to confirm receipt of the Good by clicking on the corresponding button in his conversation with the Seller in the Messaging.

The lack of conformity of a good means that the good does not correspond substantially to the description given by the seller in the advertisement and / or in the context of its exchanges with the buyer (ex: the good is not that identified in the Offer to Sell, the Good is damaged or defective without this having been specified in the Seller's Announcement and / or in the context of its exchanges with the Buyer).

Contestation of the good

If the Buyer has not received the Good purchased from the Seller or if the Good received by the Buyer does not substantially comply with the Seller's Announcement, the Buyer may, before the expiration of the **10-day period**from the confirmation of shipment of the Good, obtain more information in order to resolve your dispute directly with the Seller by clicking on “I have received a package or I have a problem” in his conversation with the Seller, then on "What to do in the event of a problem?". In the event that the Buyer does not manage to resolve his dispute directly with the Seller, he may, at the expiration of a period of 10 days from the confirmation of shipment of the Good, click on "Involve Leboncoin "then complete the dispute form inviting them to choose the reason for the dispute (item not received, non-compliant or damaged), describe the problem encountered and authorize Leboncoin to consult its exchanges with the Seller. The demand for

After the period of **10 days**from the confirmation of the shipment of the Good, no dispute from the Buyer will be admissible and the price of the Good will be transferred to the Seller.

From the opening of the dispute and the intervention of the Leboncoin teams, the Buyer and the Seller undertake to provide their assistance in order to find an amicable solution. In the absence of a response from the Buyer or the Seller to the solicitations of the Leboncoin teams, the latter reserve the right to settle the dispute against the non-diligent party.

In addition, in the event that no amicable solution has been found within 10 days of the intervention of the Leboncoin teams, the latter reserve the right to settle the dispute in favor of the Buyer or of the Seller with regard to the elements in their possession.

It is specified that in the event of a complaint by the Purchaser within the time limits and in the aforementioned cases (item not received, non-compliant or damaged), the price of the Good is kept in the escrow account for the period of examination of said claim by LBC France, which the Seller accepts. The Seller is informed by a notification in his Messaging that the Buyer has requested the intervention of the Leboncoin teams and that his payment is suspended until the dispute is resolved. He is also invited to authorize Leboncoin to consult his exchanges with the Buyer by clicking on "Authorize the consultation of exchanges" in order to facilitate the resolution of the dispute and can contact LBC France via the contact form by choosing the reason “Secure Payment” in order to present its observations.

The Leboncoin teams reserve the right to ask the Buyer and the Seller at any time for photos, videos or any other element to facilitate the resolution of the dispute.

At the end of the examination of the said complaint, the price of the Good kept in the escrow account will then be transferred in favor of the Seller or the Buyer.

LBC France does not offer conditions for the return of the Good and does not cover the costs of returning the Good.

Since the Transaction takes place between two individuals, the Purchaser cannot avail himself of a right of withdrawal. Thus, the Buyer will not be able to request a refund or exchange of the Good. However, in the event of non-compliance, the Buyer and the Seller are free to agree on the conditions for returning the Good. The return shipping costs of the Good remain the responsibility of the Purchaser and the return of the Good is done under his responsibility.

If the Buyer returns to the Seller, he is invited to take photos of the Good before return making visible the lack of conformity of the Good.

In the event of a complaint from a Purchaser, within the allotted time, calling into question the authenticity of the Good received, if the Seller is not able to prove the authenticity of the said Good, the Purchaser undertakes to have the goods appraised. the Good from a professional. In the event of proven infringement, the Seller undertakes to pay the costs of returning the Goods by the Buyer.

The Seller and the Buyer must jointly define the carrier of their choice for the return of the Good. The Good must be returned within 3 working days (only by follow-up or registered mail), as is (must not have been repaired, worn, used or washed) and carefully packaged. Otherwise, LBC declines all responsibility.

The Seller has a period of 72 hours from the actual delivery of the Good by the carrier chosen to declare its receipt via our contact form.

Without confirmation of receipt by the Seller within 72 hours and after checking the Parcel tracking information on the carrier's website, LBC reserves the right to refund the price of the Good to the Buyer.

Following the agreement reached between the Buyer and the Seller on the return of the Good to the Seller, the Buyer's reimbursement will be made within 3 to 8 days (excluding bank processing times) from the date of receipt of the Good. by the Seller.

At any time during the Transaction, the Seller and the Buyer can have access to the different stages of the Transaction by clicking on “See more details” in their conversation on the Messaging.

**3.1.7 Service Fees (leboncoin Protection)**

In consideration for the use of the Secure Payment Service and the protection thus afforded to the Purchaser, Purchasers will have to pay Service Fees, at the time of finalizing their online purchase, which will be added to the purchase price of the Good agreed with the Seller. The total amount of these Fees will be indicated to the Buyer on the Site before the online payment of the Transaction and amounts to 4% of the purchase price of the Good agreed between the Buyer and the Seller (excluding the cost of shipping), with a minimum of 0.99 euros.

### 3.2 Use of the Secure Payment Service for Vehicles

The use of Secure Payment for this category is only possible for Transactions relating to Vehicles in the Cars, Motorcycles, Caravanning, Utilities and Water Sports subcategories of the Site whose sale price is less than or equal to 50,000 euros.

The deposit by the Seller of a Vehicle Ad in one of the aforementioned sub-categories and the sale price of which is less than or equal to 50,000 euros constitutes an offer to sell said Good by the Seller via the Secure Payment Service, which may be accepted by a Buyer by clicking on “Secure payment” from the Seller's Announcement while being logged into his Personal Account.

* Transfer of funds to the Buyer's Account

When the Buyer and the Seller have agreed on the object and the price of the Transaction, the Buyer can then proceed to payment for the Good via the Secure Online Payment Service by making a transfer of the corresponding funds from his bank account. in order to credit his leboncoin Account up to the price of the Good.

The Buyer guarantees LBC France that he has the necessary authorizations to use the bank account from which he is making the transfer (s) and undertakes to take the necessary measures so that this transfer can be made.

Payment processing is carried out by our payment provider, Mangopay SA. In order to use the Secure Payment Service, the Purchaser declares to have read and accepted the [general conditions of said provider](https://img8.leboncoin.fr/FT-RoadTrip/p2pVO/Mangopay%20-%20FR-CGU%20Compte%20de%20paiement%20VF.pdf) .

Once the transfer (s) have been made, a notification in the Messaging Service indicates to the Buyer that their leboncoin Account has been credited up to the amount of the transfer (s) made as soon as the funds will be available in said Account, and inform the Seller of this transfer.

The amounts paid by the Buyer are kept in a secure manner on his leboncoin Account functioning as an escrow account via our payment service provider until the Transaction is finalized. As long as the Transaction is not finalized and the Good is therefore not in the possession of the Buyer, the latter may request the reimbursement of the funds transferred by contacting [Customer Service](https://assistance.leboncoin.info/hc/fr/requests/new?ticket_form_id=360000476439) .

* Vehicle payment

The Buyer is deemed to have accepted the Seller's offer as soon as he clicks on “Pay the Seller” and confirms receipt of the Vehicle after having credited his leboncoin Account with the amount of the Good, this action constituting a firm commitment to contract with the Seller in consideration of the description of the Good in the Announcement, of any exchanges with the Seller and of the visual examination of the Good that he may have done in the presence of the Seller.

The price of the Good will not be transferred to the Seller until the Buyer has confirmed having taken possession of the Good by clicking on “Pay Seller”.

After negotiation and agreement with the Seller, the Buyer has the option of transferring to the Seller only part of the amount initially credited to his leboncoin Account. In this case, the Buyer can then request the reimbursement of the funds remaining in his leboncoin Account not paid to the Seller to the bank account from which he has credited his leboncoin Account, by contacting [Customer Service](https://assistance.leboncoin.info/hc/fr/articles/360016714900) or by completing the form provided for this. effect accessible by clicking on "Recover remaining funds" from the Messaging.

The Seller is solely responsible for returning the Vehicle to the Buyer and undertakes that the information transmitted to the Buyer is accurate, not liable to mislead him and not fraudulent.

The Buyer gives a mandate to LBC France, the only one authorized to order the escrow account to make payment to the Seller of the amount of the Good once the Buyer has confirmed having taken possession of the Good and clicked on “Pay the Seller” . The sum thus transferred to the Seller corresponds to the price of the Good determined by mutual agreement between the Seller and the Buyer, less the Service Fees mentioned below.

The Buyer acknowledges that this action is final and that once the price of the Good has been transferred to the Seller's Account, LBC France cannot reimburse the Buyer for any reason whatsoever.

* Recovery by the Seller of funds paid by the Buyer

Once the payment has been made by the Buyer and the funds transferred to the Seller's leboncoin Account, the latter will be informed by a notification in his Messaging.

In order to receive the amount of his Property in his bank account, the Seller must:

(i) provide the following information which will be verified by our payment service provider within a maximum of 24 working hours:

■ a valid identity document (CNI, passport, driving license)

■ the IBAN of a bank account in his name

■ his date of birth

■ his postal address

The Seller is solely responsible for the accuracy of the information provided.

The banking data thus collected is kept securely by our payment service provider, Mangopay.

(ii) click on “Recover funds” in the Messaging.

Subject to validation by our payment service provider of the information transmitted by the Seller, the latter will be able to recover the funds in his bank account.

The funds in the Seller's leboncoin Account cannot be used by the latter for the payment of a subsequent Transaction.

At any time during the Transaction, the Seller and the Buyer can have access to the different stages of the Transaction in their conversation on the Messaging.

In the event of a problem during the Transaction, the Buyer and the Seller can contact our [Customer Service](https://assistance.leboncoin.info/hc/fr/requests/new?ticket_form_id=360000476439) .

* Cancellation of the Transaction

Once the Buyer has transferred the funds to the Seller's Account by clicking on "Pay Seller", the transfer becomes irrevocable and the Seller's Account is credited, less the Service Fees mentioned below.

As long as the Buyer has not validated the transfer for the benefit of the Seller, he can end the Transaction and contact Customer Service to request the return of the sums credited, free of charge.

The Seller is solely responsible for the Vehicle that is the subject of the Transaction and in particular for its compliance with the legislation in force as well as its state of maintenance. In this regard, he guarantees to be the holder of the vehicle registration card and to have all the rights and authorizations necessary to proceed with the Transaction.

As LBC France is not a party to the Transaction between the Buyer and the Seller, it cannot be held liable for the execution or failure to execute the Transactions.

LBC France does not exercise any control over the Vehicles subject to Transactions paid via the Secure Payment Service and governed by these provisions, and will therefore in no way be liable for any defects or lack of conformity thereof.

* Service Fees for Vehicle Transactions

In return for the provision of the Secure Payment Service, LBC France receives a fixed Service Fee for each Transaction finalized online via the Site. These Fees are taken directly from the transfer made by the Buyer when the balance is transferred to the Seller's leboncoin Account.

They are indicated to the Seller upstream of any Transaction, when submitting their Ad when choosing to opt for Secure Payment and depend on the amount of the Transaction concerned:

- Transaction amount less than € 3,000: € 29.99

- Transaction amount between € 3,000 and € 6,000: € 39.99

- Transaction amount between € 6,000 and € 9,000: € 49.99

- Transaction amount greater than € 9,000: € 59.99

The Service Fee is levied only if the Transaction takes place, i.e. in the event of a transfer of funds by the Buyer to the Seller's leboncoin Account.

### 3.3 Use of the Secure Payment Service for Booking Accommodation

LBC France offers a Secure Payment Service allowing Travelers to book Accommodation with Hosts and to securely pay online the Deposit due to the Host for the Reservation.

The contractual relationship is only established between the Host and the Traveler, without direct intervention by LBC France.

**3.3.1 Reservation request**

The deposit by the Host of an Ad in the Rentals & Gîtes, Bed and Breakfast, campsites, unusual accommodation categories allows the Traveler to make a Reservation Request for the Accommodation offered for rental by the Host. Advertisements that may be the subject of a Reservation Request are identified by an “Online payment” badge in the list of search results.

Travelers acknowledge that they have made an Accommodation reservation request via the Secure Payment Service with regard to the information mentioned in the Announcement, in particular: the location, capacity, size, characteristics, availability and price of the accommodation. Accommodation per night or per week.

In order to make an Accommodation reservation request, the Traveler chooses the dates of their stay and must provide:

- his real identity (name, first name)

- his telephone number

- his valid credit card data in order to then enter his bank details and make the online payment of the Deposit (i), the Service Fees (ii), and the tourist tax (iii) .

The Traveler is solely responsible for the accuracy of the information provided.

The amount thus paid will be blocked in a secure manner by our payment partner, Adyen, until the arrival of the Traveler in the Accommodation booked. As long as the Host has not validated the Reservation Request, the Traveler will not be debited and only a debit authorization is carried out.

The Traveler then receives an email indicating that the Host has 72 hours to accept or refuse his Booking Request and that he will only be charged if the Booking Request is accepted by the Host.

The Host then receives an e-mail informing them of the Traveler's Reservation Request and decides whether or not to accept the Reservation within 72 hours. In the absence of acceptance or refusal of the Reservation Request within this period by the Host, the Reservation Request will be automatically refused.

Acceptance of the Reservation Request by the Host : the Reservation is validated when payment has been made and the Host has received confirmation by e-mail. Except in the event of a dispute, the Deposit will be paid to the Host 48 hours after the Traveler's arrival at the Accommodation, the payment will appear in the Host's bank account within 3 working days (average processing time banking). This period may be longer in the event that the Host's acceptance of the Reservation Request took place shortly before the start of the Traveler's stay in the Accommodation. The balance of the Reservation is to be paid directly by the Traveler to the Host according to the means of payment previously accepted by the Host.

The Host recognizes and accepts that in the event of refusal to allow the Traveler to enter their Accommodation, the Deposit will not be paid to them.

Refusal of the Booking Request by the Host : the Traveler is notified by e-mail. In this case, the Traveler is not debited for the Deposit, the Service Fees and the tourist tax.

After accepting the first Booking Request from a Traveler, the Host must provide the following information which will be verified by our payment provider:

- His real identity: surname and first name, postal address and date of birth

- Download, if applicable, their valid identity papers (identity card, passport, residence permit)

- Enter his valid bank details (IBAN) and attach the corresponding bank details, if applicable. In the event that the Host has already provided his bank details on the Site, this information will not be requested.

The Host is solely responsible for the accuracy of the information provided and this verification does not constitute a certification or guarantee from LBC France regarding the reliability or reliability of a Host.

The Host recognizes and accepts that once the Booking Request has been made by the Traveler and accepted by the Host, he can no longer ask the latter for a higher price than that indicated in the Booking Request.

Any modification of a Reservation is managed directly between the Host and the Traveler and gives rise, if necessary, to a new Reservation Request via the Secure Payment Service.

The following features are not accessible to Hosts from Applications:

- verification of his profile,

- acceptance / refusal of reservation requests,

- modification of the schedule.

**3.3.2 Conditions for canceling a Reservation**

The Traveler and the Host can cancel a Reservation at any time via the Site, from the “My reservations” page for the Traveler and “My announcements” for the Host. The cancellation of a Reservation on the day of the start of the Traveler's stay in the Accommodation, outside the scope of the Confidence Europ Assistance guarantee, is not possible via the Site, the Traveler or the Host must [contact](https://assistance.leboncoin.info/hc/fr/requests/new?ticket_form_id=360000200320) our customer service at this end.

Only cancellations made online on the Site will be validly taken into account except in exceptional cases in the case of a cancellation on the same day as the start of the stay by our customer service.

Cancellation by the Host : The Host may cancel the Reservation until the start of the stay without penalty. The deposit, the service charges as well as the tourist tax are refunded to the traveler within 48 hours of the cancellation.

Cancellation by the Traveler :

- If the Traveler cancels the Reservation more than one month before the start of the stay, the Deposit and the tourist tax will be refunded within 48 hours of the cancellation. The Service Fee will not be reimbursed.

- If the Traveler cancels the Booking less than a month before the start of the stay, only the tourist tax will be refunded, he loses the amount of the Service Fees and the Deposit which will be paid to the Host within a period of time. 48 hours after the start of the stay.

- However, exceptionally and only in the event of unavoidable circumstances beyond their control, the Traveler will be able to obtain a full refund of the amount of the Reservation, subject to providing proof.

To do this, the Traveler, after having taken cognizance of the [cases listed here,](https://assistance.leboncoin.info/hc/fr/articles/360000474999-Quelles-sont-les-conditions-d-annulation-) may [contact](https://assistance.leboncoin.info/hc/fr/requests/new?ticket_form_id=360000200320) our Customer Service no later than 48 hours before the start of the stay in order to send their request for cancellation of the Booking by providing them with any documents supporting their request. . LBC France will examine each Reservation cancellation request on a case-by-case basis and reserves the right to accept this request or not.

In the event that the reservation cancellation request is accepted by LBC France, the Deposit, the Service Fees as well as the tourist tax will be reimbursed to the Traveler within 48 hours of the cancellation. The payment will appear in the traveller's bank account within 3 to 8 working days (average bank processing time).

**3.3.3 Changes to the conditions for canceling a Reservation by LBC France**

In the event of exceptional circumstances that could impact the operation of a vacation rental, LBC France may adapt its conditions for canceling a Reservation. In this context, LBC France may make the appropriate reimbursements and will inform the Traveler and / or the Host concerned as soon as possible.

**3.3.4 Insurance**

When Booking and paying the Deposit by the Traveler via the Secure Payment Service, the Traveler and the Host automatically benefit, provided their identity matches the information they have provided, from insurance included via Europ Assistance:

For the Traveler: insurance against fraudulent Ads:

- In the event of a non-existent rental at the address mentioned and a rental already occupied, the Traveler will be reimbursed for the Deposit and will benefit from rehousing assistance if necessary.

- In the event of substantial non-conformity of the goods, the Traveler may be reimbursed for the Deposit subject to providing proof. LBC France will examine this proof which reserves the right to proceed or not with the reimbursement. The Traveler also benefits from rehousing assistance if necessary.

For any other problem related to his Booking, the Traveler must contact LBC France at the latest the day after the day of the start of his planned stay in the Accommodation. Otherwise, the Deposit will be automatically paid to the Host 48 hours after the Traveler's arrival at the Accommodation, without LBC France being able to intervene.

For the Host: insurance against fraudulent payments:

In the event of a fraudulent payment made by a Traveler, the amount of the Deposit received by the Host will not be affected.

Details of the guarantees and cover conditions for these included insurances are available here: <https://www.assurances-vacances.com/faq-voyageur>

**3.3.5 Service Fees collected by LBC France**

The Service Fees are indicated to the Traveler prior to any Reservation Request and to the Host prior to any validation of a Reservation. The amount of the Traveler service charge for the Booking of Accommodation is 6% of the total amount of the rental of the Accommodation (excluding tourist tax). These fees are collected by our payment partner, Adyen, when the Reservation is validated. LBC France reserves the right to modify these fees at any time and will inform Users thereof within a reasonable period of time before these modifications take effect.

**3.3.6 Tourist tax**

In accordance with the legislation, LBC France collects the tourist tax, automatically during the Booking Request from Travelers, in the name and on behalf of the Hosts and is responsible for paying it to the municipalities concerned. The Traveler therefore does not have to pay the tourist tax to the Host upon arrival at the Accommodation. In the event of cancellation of a Reservation, the tourist tax will be refunded to the Traveler.

**3.3.7 Termination of the Secure Payment Service for Accommodation Reservation**

The Hosts can at any time and without cause stop using the Secure Payment Service by deactivating it for the Ads concerned.

LBC France may at any time withdraw a User's access to the Secure Payment Service in the event of a breach of its obligations, and in particular if the latter has provided inaccurate, fraudulent or incomplete information in the context of the use of the Service. of Secure Payment, or in the event of non-compliance with applicable laws or regulations.

As such, LBC France may, at its sole discretion, suspend a User's access to the Secure Payment Service as of right and without notice. In the event that a Host's access to the Service is suspended, Reservations that may have been validated will be canceled and Travelers reimbursed.

### 3.4 Reservation of a Hotel Product

The Hotels subcategory provides Users with various offers of Hotel Products and facilitates so-called “direct” reservations, ie made in the reservation system of the official website of the Hotelier or of its chain.

As such, LBC France does not act as an online travel agent or Hotelier and does not provide, own or control any of the services and Hotel Products to which the User may have access via the Site. Hotel Products are owned, controlled or made available by the Hotelier.

Hoteliers are responsible for Hotel Products and for all Booking contracts concluded with the User. The Reservation of a Hotel Product is made only in the Hotel reservation system and not on the Site.

The Hotel Product Reservation contract is concluded between the User and the Hotelier. LBC France is not responsible for the Reservation or the Hotel Product since LBC France is not involved in the creation of the description of the Hotel Product, in the definition of the price and any costs and in the supply of the Hotel Products. that the User has reserved. Thus, LBC France is a third party to the relationship between the User and the Hoteliers, and therefore excludes any liability in this regard.

LBC France hosts the content, including prices, images and other information made available or obtained from Hoteliers ("Hotelier Content"). LBC France is in no way responsible for the accuracy, quality, completeness, reliability, timeliness or veracity of the Content. In particular, LBC France does not guarantee that Hotel Content, such as the prices reflected therein, will be updated in real time or that a particular Hotel Product will be available, since the Site only reflects offers of Hotel Products as provided by the Hotel reservation system.

In the event of a question or dispute concerning the Reservation and / or the Hotel Product, the User agrees to send them to the Hotelier and to resolve them with him and not with the Site.

All prices displayed are per stay, all taxes included with the exception of the tourist tax.

### 3.5 Recommendations and comments given on a Seller & a Buyer or on a Host & a Traveler

Buyers and Sellers can respectively leave a Recommendation at the end of a Transaction made between them on the Site or the Applications via the Secure Payment Service. Likewise, Travelers and Hosts can respectively leave a Recommendation only at the end of a stay, after a Booking made and paid for online on the Site or the Applications via the Secure Payment Service in the Vacation Rentals category.

In certain cases and only at the end of a finalized Transaction, the Buyers and Sellers can also respectively leave a comment.

It is not possible to leave a Recommendation or a comment concerning a Buyer or a Seller with whom the User has not carried out a Transaction.

The Buyer is free to recommend the Seller or not after each Transaction, and vice versa, just as the Traveler is free to recommend the Host or not at the end of a stay, and each one agrees to leave only objective and fair Recommendations and comments.

The given Recommendation will only be published if the Seller and the Buyer, or the Host and the Traveler, have each assigned a Recommendation or a comment to the other or at the expiration of the 14 day period after which the Transaction is automatically considered as validated.

Furthermore, at the expiration of the said 14-day period, a positive automatic recommendation will be given to the Seller or the Buyer, as well as to the Host or the Traveler, in the event that no recommendation has been given by one or the other or both.

The arithmetic average of the Recommendations given by all the Users who recommended, a Seller or a Buyer after finalizing a Transaction, or a Traveler or a Host at the end of the stay after a Reservation has been made between them, on the Site or the Applications is displayed on the profile of the Seller, the Buyer, the Traveler or the Host, as well as on their respective Ads.

LBC France does not control the Recommendations and / or comments left by Sellers & Buyers or Hosts & Travelers before their publication.

No comment may be modified by its author or by LBC France.

If the posted comment is offensive, offensive or obscene, contains personal information or false information, Users have the option to report it by clicking on the “Report” button below the comment and explaining the problem encountered. LBC France may then delete said comment following the report made.

No compensation of any kind is granted to Users in exchange for Recommendations and comments left online.

The publication of Recommendations and comments takes place within a maximum of 15 days following an online transaction and they are listed in chronological order of publication on the site.

In the event that the author of a Recommendation subsequently deletes his Personal Account, his username will no longer be visible and a mention will indicate that the Recommendation originates from an Account that has been deleted. The comment already published by the User who has deleted his Account will be deleted and will no longer be visible on the profile of the User who received said comment.

## ARTICLE 4: DESCRIPTION OF THE INTEGRATED DELIVCE

### 4.1 Delivery with Mondial Relay

When the Seller opts for a shipment via the Mondial Relay Delivery Service, the Buyer is invited to choose his delivery relay point then to enter his identity information before proceeding to the payment of the Good and the Delivery Costs online via the Secure Payment Service.

**Shipping cost**

The amount of the delivery costs varies according to the weight and the category of the good sent.

The Delivery Service is available in all categories, at the following prices:

* Weight up to 500 grams: € 2.88
* Weight up to 1 kg: € 4.10
* Weight up to 2 kg: € 4.99
* Weight up to 5 kg: € 6.50
* Weight up to 10 kg: € 10.99
* Weight up to 30kg: € 15.10

Only for the Fashion category:

* Weight up to 500 grams: € 2.88
* Weight up to 1 kg: € 3.28
* Weight up to 2 kg: € 3.78
* Weight up to 5 kg: € 5.19
* Weight up to 10 kg: € 8.19
* Weight up to 30 kg: € 12.11

**Sending the package**

Once the payment has been made by the Purchaser, a Dispatch Voucher is automatically sent by email to the Seller with the shipping instructions.

The Seller imperatively undertakes to follow the sending instructions which will be communicated to him and to send the Parcel within three (3) working days following payment by the Buyer.

In the case of a Direct Purchase, if the Seller does not send his Parcel within three (3) working days following payment by the Buyer, the sale will be automatically canceled and the Buyer will be refunded from total price paid (amount of the good and delivery costs). LBC France cannot be held responsible for the consequences of the transaction and will no longer be able to intervene with the Buyer and the Seller after automatic cancellation of the sale for non-compliance with the deadline for sending the Parcel by the Seller.

The Seller undertakes to properly package the Parcel, in particular respecting [the conditions for admission of Parcels from Mondial Relay](https://www.mondialrelay.fr/envoi-de-colis/conditions-generales-de-vente/) , and to stick the Dispatch Voucher on the Parcel before depositing the Parcel at the relay point of its choice. Failing to comply with these conditions, the Parcel may be refused by said relay drop-off point. In addition, the Seller undertakes to use exclusively the Dispatch Voucher transmitted by LBC France for sending the Parcel to the Buyer. In the event that a shipping label other than the Dispatch Slip sent to the Seller by LBC France is used, the shipping costs will be the sole responsibility of the Seller and LBC France will not reimburse.

The Buyer is informed by email by LBC France and by Mondial Relay of the availability of his Parcel at the chosen delivery relay point, or in the event of a change, at the relay point which will have been indicated to him by Mondial Relay.

The Parcel is available for seven (7) calendar days, this period being up to fourteen (14) calendar days, at said delivery relay point and will be delivered against an identity document and against a digitized signature. If the Parcel is not collected, it will be returned to the departure relay point and will subsequently be available for a period of ten (10) calendar days. At the end of this period, the Parcel will be sent to Mondial Relay's Expertise Department and will be available for a period of thirty (30) days. After this period, Mondial Relay will be able to freely dispose of the Parcel and Users will no longer be able to collect it.

Once the Transaction has been validated and the good receipt of the Good confirmed by the Purchaser or the expiry of the 10-day period (see article 3.5 Deadline for confirmation of receipt of the Good), the Seller receives the price of the Good held in escrow and LBC France collects the Delivery Costs.

The Mondial Relay Delivery Service is not available for Goods whose total amount (excluding Delivery Charges) exceeds 399 euros.

Users undertake to read the general conditions of Mondial Relay by clicking on the following link: https://www.mondialrelay.fr/envoi-de-colis/conditions-generales-de-vente/

* To contact Mondial Relay Customer Service, various means are available to the User:
* To follow your Parcel in real time: <https://www.mondialrelay.fr/suivi-de-colis/>
* For any questions, contact the following e-mail address: [followsdecolis@mondialrelay.fr](https://www.mondialrelay.fr/suivi-de-colis/) (response time 2 working days)
* By phone on 09 69 32 23 32 from Monday to Friday from 9 a.m. to 12 p.m. and from 2 p.m. to 5.30 p.m.
* Damage or loss of the package

As part of the Delivery Service, Mondial Relay is liable in the event of loss of the Parcel or damage noted. In the event of an anomaly noted with regard to the condition of the Parcel upon receipt, the Purchaser must absolutely refuse the Parcel.

In the event of a lost Parcel, an internal investigation within Mondial Relay is opened on the tenth day following the last update of the Parcel status at the User's prior request.

The average duration of an investigation is twenty (20) days.

In the event of loss or damage (apparent damage rendering the Package undeliverable to the Buyer) noted, LBC France will reimburse the Buyer for the amount of his property, provided that the latter has reported a dispute to the Leboncoin teams between the 10th and 14th day from the confirmation of payment from the Buyer.

After the period of 10 days from the confirmation of the shipment of the Package by the Seller, no refund will be granted to the Buyer.

In addition, LBC will compensate the Seller for a sum of up to a maximum of twenty-five (25) euros per Package.

In the event that the Parcel is wrongly declared “received by the Purchaser”, it is up to the Purchaser to initiate a dispute procedure. To do this, the Buyer must contact Mondial Relay Customer Service within a maximum of three (3) days following the last update of the status of the Package.

The Seller undertakes to respect the Delivery Service selected and offered to the Buyer, failing which, the sale may not be finalized. In addition, in the event of a dispute and in the absence of confirmation of receipt of the Good by the Buyer or in the event of the sending of a Good not in accordance with the Announcement by the Seller via the Delivery Service, LBC France reserves the right to the right to cancel the sale and to refund the Buyer. In such a case, LBC France reserves the right to claim from the Seller the amount corresponding to the Delivery costs reimbursed to the Buyer.

The Seller can choose not to use the Delivery Service. In any event, the Seller will be solely responsible for shipping the Good.

### 4.2 Delivery with La Poste

**4.2.1 Delivery with Colissimo**

When the Seller opts for a shipment via the Colissimo Delivery Service, the Buyer is invited to enter his delivery address and then to provide his identity information before proceeding to pay for the Goods and the Delivery Costs online via the Service. of Secure Payment.

**Shipping cost**

The amount of Shipping costs corresponds to a single price of € 7.95 for parcels up to 1 kg for the following categories:

* Accessories & Luggage
* Furnishing
* Other
* Table Arts
* DIY
* CD / Music
* Footwear
* Collection
* Consoles & Video Games
* Decoration
* DVD / Movies
* Home appliance
* Auto Equipment
* Baby equipment
* Caravanning equipment
* Motorcycle Equipment
* Nautical Equipment
* Office supplies
* Image & Sound
* Computer science
* Musical instruments
* Gardening
* Games toys
* Household linen
* Books
* Medical material
* Watches & Jewelry
* Tools - Materials 2nd work
* Catering Hospitality
* Sport & Hobbies
* Telephony
* Bicycles
* Clothing
* Baby clothes
* Wines & Gastronomy

**Sending the package**

The sale price of the Good must not exceed 400 euros and the dimensions of the Package must alternatively meet the following criteria:

- The longest length of the package must not exceed 100 cm.

- The package size (sum of width, length and height) must not exceed 150 cm.

Once the payment has been made by the Buyer, a Colissimo franking slip is automatically generated and sent via a downloadable link by email to the Seller. It is also available in the “Transactions” area accessible from the User account.

In the case of a Direct Purchase, if the Seller does not send his Parcel within three (3) working days following the confirmation of availability, the sale will be automatically canceled and the Buyer will be refunded the total price. paid (amount of the good and delivery costs). LBC France cannot be held responsible for the consequences of the transaction and will no longer be able to intervene with the Buyer and the Seller after automatic cancellation of the sale for non-compliance with the deadline for sending the Parcel by the Seller.

The Seller undertakes to properly package the Parcel, in particular respecting the [rules and advice of Colissimo](https://aide.laposte.fr/particulier/contenu/comment-bien-emballer-mon-colissimo/) , the [General Conditions of Sale applicable to Courier-Parcel services](https://www.laposte.fr/conditions-generales-de-vente) and the [Special Conditions of Sale](https://www.laposte.fr/conditions-contractuelles) . In addition, the Seller undertakes to use exclusively the franking slip sent by LBC France for sending the Parcel to the Buyer. If a shipping label other than the franking slip sent to the Seller by LBC France is used, the shipping costs will be the sole responsibility of the Seller and LBC France will not reimburse.

The Buyer is informed by email by LBC France and by La Poste of the delivery of his Package to the delivery address provided.

The Parcel will be deposited at the address indicated by the Purchaser, in a standardized letterbox, unless the dimensions of the Parcel do not allow it or if the Parcel requires delivery against signature.

If the Parcel cannot be deposited in a standard letterbox or delivered to the Buyer, it will be distributed according to the terms provided for in the [General Conditions of Sale applicable to Mail-Parcel services as](https://www.laposte.fr/conditions-generales-de-vente) well as the [Special Conditions of Sale](https://www.laposte.fr/conditions-contractuelles) according to the Offer. chosen, or placed in a postal contact point, for a period of 14 days. At the end of this period, the Package will be returned to the Seller.

Once the Transaction has been validated and the good receipt of the Good confirmed by the Purchaser or the expiry of the 14-day period (see article 3.5 Deadline for confirmation of receipt of the Good), the Seller receives the price of the Good held in escrow and LBC France collects the Delivery Costs.

The Colissimo Delivery Service is not available for Goods whose total amount (excluding Delivery Costs) exceeds 400 euros.

Users undertake to [read the General Conditions of Sale applicable to Mail-Parcel services as](https://www.laposte.fr/conditions-generales-de-vente) well as the [Special Conditions of Sale](https://www.laposte.fr/conditions-contractuelles) depending on the Offer chosen.

To contact Colissimo Customer Service, various means are available to the User:

* To follow your Parcel in real time: <https://www.laposte.fr/outils/suivre-vos-envois>
* In the event of a problem during delivery: <https://aide.laposte.fr/contact/colissimo/>

In the event of loss or damage (apparent damage rendering the Package undeliverable to the Buyer) noted, LBC France will reimburse the Buyer for the amount of his property, provided that the latter has reported a dispute to the Leboncoin teams between the 10th and 14th day from the confirmation of payment from the Buyer.

After the period of 10 days from the confirmation of the shipment of the Package by the Seller, no refund will be granted to the Buyer.

In addition, Colissimo (La Poste) will compensate the Seller, at its request, for a sum of up to twenty-three (23) euros maximum per kilogram (kg).

In the event that the Parcel is wrongly declared “received by the Purchaser”, it is up to the Purchaser to initiate a dispute procedure. To do this, the Purchaser must contact Colissimo Customer Service within twelve (12) months from the day after the day on which the shipment is taken over.

The Seller undertakes to respect the Delivery Service selected and offered to the Buyer, failing which, the sale may not be finalized. In addition, in the event of a dispute and in the absence of confirmation of receipt of the Good by the Buyer or in the event of the sending of a Good not in accordance with the Announcement by the Seller via the Delivery Service, LBC France reserves the right to the right to cancel the sale and to refund the Buyer. In such a case, LBC France reserves the right to claim from the Seller the amount corresponding to the Delivery costs reimbursed to the Buyer.

The Seller can choose not to use the Delivery Service. In any event, the Seller will be solely responsible for shipping the Good.

**4.2.2 Delivery with Tracked Courier**

When the Seller opts for a shipment via the Tracked Courier Delivery Service, the Buyer is invited to enter his delivery address and then to provide his identity information before proceeding with the payment of the Good and the Delivery Costs online via the Secure Payment Service.

**Shipping cost**

The amount of the Delivery costs corresponds to the La Poste delivery rates accessible at the following url https://www.laposte.fr/produits/article/tarifs-consult-le-catalogue-integral and available for the following categories:

* Accessories & Luggage
* Furnishing
* Other
* Table Arts
* DIY
* CD / Music
* Footwear
* Collection
* Consoles & Video Games
* Decoration
* DVD / Movies
* Home appliance
* Auto Equipment
* Baby equipment
* Caravanning equipment
* Motorcycle Equipment
* Nautical Equipment
* Office supplies
* Image & Sound
* Computer science
* Musical instruments
* Gardening
* Games toys
* Household linen
* Books
* Medical material
* Watches & Jewelry
* Tools - Materials 2nd work
* Catering Hospitality
* Sport & Hobbies
* Telephony
* Bicycles
* Clothing
* Baby clothes
* Wines & Gastronomy

**Sending the package**

The sale price of the Good must not exceed 400 euros and the courier must not exceed the weight of 3 kg and the size of 3 cm thick.

Once payment has been made by the Buyer, a Tracked Mail label is automatically generated and sent via a downloadable link by email to the Seller. It is also available in the “Transactions” area accessible from the User account.

In the case of a Direct Purchase, if the Seller does not send his Parcel within three (3) working days following the confirmation of availability, the sale will be automatically canceled and the Buyer will be refunded the total price. paid (amount of the good and delivery costs). LBC France cannot be held responsible for the consequences of the transaction and will no longer be able to intervene with the Buyer and the Seller after automatic cancellation of the sale for non-compliance with the deadline for sending the Parcel by the Seller.

The Seller undertakes to properly package the Parcel, in particular respecting the [General Conditions of Sale applicable to Courrier-Parcel services](https://www.laposte.fr/conditions-generales-de-vente) and the[Special Conditions of Sale](https://www.laposte.fr/conditions-contractuelles) . In addition, the Seller undertakes to use exclusively the franking slip sent by LBC France for sending the Parcel to the Buyer. If a shipping label other than the franking slip sent to the Seller by LBC France is used, the shipping costs will be the sole responsibility of the Seller and LBC France will not reimburse.

The Buyer is informed by email by LBC France and by La Poste of the routing of his Mail to the delivery address provided.

The Courier will be deposited at the address indicated by the Purchaser, in a standardized letterbox.

Once the Transaction has been validated and the good receipt of the Good confirmed by the Purchaser or the expiry of the 14-day period (see article 3.5 Deadline for confirmation of receipt of the Good), the Seller receives the price of the Good held in escrow and LBC France collects the Delivery Costs.

The Tracked Courier Delivery Service is not available for Goods whose total amount (excluding Delivery Charges) exceeds 400 euros.

Users undertake to [read the General Conditions of Sale applicable to Mail-Parcel services as](https://www.laposte.fr/conditions-generales-de-vente) well as the [Special Conditions of Sale](https://www.laposte.fr/conditions-contractuelles) depending on the Offer chosen.

To contact Colissimo Customer Service, various means are available to the User:

* To follow your Parcel in real time: https://aide.laposte.fr/categorie/envoyer-et-receptionnaire-votre-courrier-colis/reception-d-un-courrier-colis/reception-et-delais
* In the event of a problem during delivery: <https://aide.laposte.fr/contact/colissimo/>

In the event of loss or damage (apparent damage rendering the Package undeliverable to the Buyer) noted, LBC France will reimburse the Buyer for the amount of his property, provided that the latter has reported a dispute to the Leboncoin teams between the 10th and 14th day from the confirmation of payment from the Buyer.

After the period of 14 days from the confirmation of payment from the Purchaser, no refund will be granted to the Purchaser.

The Seller undertakes to respect the Delivery Service selected and offered to the Buyer, failing which, the sale may not be finalized. In addition, in the event of a dispute and in the absence of confirmation of receipt of the Good by the Buyer or in the event of the sending of a Good not in accordance with the Announcement by the Seller via the Delivery Service, LBC France reserves the right to the right to cancel the sale and to refund the Buyer. In such a case, LBC France reserves the right to claim from the Seller the amount corresponding to the Delivery costs reimbursed to the Buyer.

The Seller can choose not to use the Delivery Service. In any event, the Seller will be solely responsible for shipping the Good.

## ARTICLE 5: MODERATION OF ADVERTISEMENTS

### 5.1 Removal of Illegal Ads

LBC France reserves the right to remove, without notice, compensation or the right to reimbursement, any Advert which does not comply with the distribution rules of the LEBONCOIN Service and / or which may infringe the rights of a third party.

### 5.2 Notification of abuse

Any User is permitted to report abusive content from the Site and the Applications:

* or by clicking on the "report abusive content" link located on each Ad page.
* either by email by clicking on the "contact" linkICLE 6: LIABILITY AND GUARANTEES

### 6.1 Advertiser's commitments

The Advertiser guarantees to hold all the rights (in particular intellectual property rights) or to have obtained all the authorizations necessary for the publication of his Advert.

The Advertiser guarantees that the Advert does not contravene any regulations in force (in particular relating to advertising, competition, sales promotion, use of the French language, use of personal data, the prohibition of the marketing of certain goods or services), nor any third party rights (in particular intellectual property rights and personality rights) and that it does not contain any defamatory or harmful message with regard to third parties.

Thus, the Advertiser undertakes in particular that the Advert does not contain:

* no hypertext link redirecting Users, in particular to websites operated by any third party at LBC France
* no false, misleading information or likely to mislead Users
* no defamatory or likely to harm the interests and / or the image of LBC France or any third party
* no content infringing the intellectual property rights of third parties
* no promotional or advertising content related to the Advertiser's activity. Indeed, an Ad is intended to promote a product and is not an advertising medium.

The Advertiser undertakes to only offer in the Advertisements the available goods that he has. The Advertiser undertakes, in the event of unavailability of the good, to proceed with the withdrawal of the Advert from the LEBONCOIN Service as soon as possible.

The Advertiser undertakes to provide a description of the Good in accordance with the following statements:

* New Condition: Unused good, complete, with unopened packaging and instructions for use.
* Very good condition: Very little or no use, without any flaws or scratches, complete and in perfect working order.
* Good condition: Well in perfect working order, with a few small flaws (mentioned in the advertisement and visible in the photos).
* Average condition: In good working order, with obvious defects and signs of wear (mentioned in the advertisement and visible in the photos).
* For parts: Non-functional good, for complete restoration or recovery of spare parts.
* Refurbished - Professionals only: Well unpacked and used, which has been checked and tested meticulously by a professional to be restored to working order and then repackaged.

Specific cases of clothing and footwear categories:

* New with tag: Item never worn, with purchase tag.
* New without tag: Item that has never been worn but has a missing purchase tag.
* Very good condition: Item having been worn but showing no flaws, signs of wear or stains.
* Good condition: Item having been worn, with some small defects or signs of wear (mentioned in the advertisement and visible in the photos).
* Satisfactory condition: Item having been worn, with obvious defects or signs of wear (mentioned in the advertisement and visible in the photos).

The Advertiser declares that he is aware of the scope of the Site's distribution, that he has taken all precautions to comply with the legislation in force in the reception areas and that LBC FRANCE is released from all responsibilities in this regard.

In this context, the Advertiser declares and acknowledges that it is solely responsible for the content of the Advertisements that it publishes and makes accessible to Users, as well as any document or information that it transmits to Users.

The Advertiser assumes full editorial responsibility for the content of the Advertisements he publishes.

Consequently, the Advertiser relieves LBC FRANCE, its subcontractors and suppliers, of all responsibilities, guarantees them against any recourse or action in connection with the Advert that may be brought against them by any third party, and will bear its responsibility. all damages as well as the costs and expenses to which they could be ordered or which would be provided against them by a transactional agreement signed by the latter with this third party, notwithstanding any damages including LBC France, its subcontractors and suppliers could claim because of the damaging facts of the Advertiser.

By submitting any Advert, each Advertiser acknowledges and accepts that LBC France may delete, or refuse, at any time, without compensation or the right to reimbursement of the sums incurred by the Advertiser for the purposes of its deposit or subscription to Paid Options, an Announcement which would be contrary in particular to French law, to the distribution rules of the LEBONCOIN Service set by LBC France and accessible [here](https://www.leboncoin.fr/dc/rules) and / or likely to infringe the rights of third parties.

In general, it is the responsibility of the Advertisers to verify their status as individuals or professionals, in particular with regard to articles L 121-1 and L 110-1 of the Commercial Code according to which "are traders those who carry out acts of trade and make it their usual profession "and" The law considers acts of trade: any purchase of movable property for resale, either in kind, or after having worked and implemented [...] ".

In the event of the dissemination of Advertisements by an Advertiser registered as an individual holder of a Personal Account, whose activity can be assimilated to a professional activity, LBC France reserves the right to restrict the use of the AML Service, in particular to refuse or limit the number of Advertisements that the Advertiser can put online on the Site.

Any Announcement is broadcast, from the day it is posted, simultaneously on the Website and the Applications for a maximum period of 60 days (with the exception of Announcements placed in the Fashion, Home, Leisure and Multimedia categories, the duration of which is life is unlimited and the Ad filed as part of a Vacation Rental Pack, broadcast for a period of 6 months). After this initial period of 60 days, LBC France sends the Advertiser an e-mail informing him that his Ad has expired and that she is no longer online and offers to renew his Ad for 2 additional months. If the Advertiser does not renew his Advert within 5 days of receiving this email, he will not be able to extend his Advert and will have to submit it again.

The Advertiser also undertakes that his Personal Account and / or his Pro Account does not contain:

* no false and / or misleading mandatory information
* no information infringing the rights of a third party
* any photograph (i) for which he does not hold the intellectual property rights, (ii) on which other persons than himself are visible unless these persons have given their consent for the publication of these photographs, (iii ) on which personal data are visible or (iv) which are or are likely to be considered as erotic or pornographic photographs, or contrary to morality or public order.

In this context, the holder declares and acknowledges that he is solely responsible for the information provided when creating his Personal Account and / or his Pro Account.

By creating a Personal Account and / or a Pro Account, each holder acknowledges and accepts that LBC France may remove, at any time, without compensation or the right to reimbursement of the sums incurred by the Advertiser for the purposes of subscribing to Paid Options, a account that would be contrary in particular to French law and / or the distribution rules set by LBC France and accessible here.

The Advertiser acknowledges and accepts that LBC France may ask him for any document enabling him to verify the quality entered during the creation of his Personal Account and / or his Pro Account and the holding of the rights and / or obtaining the necessary authorizations to the publication of its announcement.

In the absence of communication of the supporting documents requested, LBC France is entitled to delete, or refuse, at any time, without compensation or the right to reimbursement of the sums incurred by the Advertiser for the purposes of its deposit or subscription to Paid Options.

### 6.2 Specific commitments of Sellers and Buyers using the Secure Payment Service

The Seller and the Buyer using the Secure Payment Service declare:

* be natural persons aged 18 or over and use the Secure Payment Service as part of their personal needs, not related to a professional activity, and have the full capacity and all the rights necessary to carry out Transactions on the site
* assume full responsibility for Transactions carried out on the Site, in particular the Seller's commitment to comply with the Offer to Sell sent to the Buyer and the Buyer's commitment to pay the Goods purchased to the Seller.

In addition, the Seller and the Buyer undertake to:

* Provide truthful information about them,
* Provide exact and exhaustive information concerning the Good which is the subject of a Sale Offer,
* Not to offer for sale Goods infringing the intellectual property rights of third parties, in particular the owners of the registered trademark, or the sale of which is prohibited by French regulations or the distribution rules of LBC France,
* Not to usurp the identity or the means of payment of a third party to carry out Transactions via the Secure Payment Service,
* Do not use the Secure Payment Service in order to carry out illicit Transactions or fraudulent acts.

In the event of any suspicion of any fraud by a Seller or Buyer, LBC France reserves the right to immediately suspend the account of the Seller / Buyer concerned as well as the Transactions in progress.

### 6.3 Responsibility of Sellers and Buyers in connection with the use of the Secure Payment Service

The Seller acknowledges that he is solely responsible for the accuracy of the information provided at the stage of verifying his identity and that in the event of inaccurate information he will not be able to validate the sending of his Offer of Sale.

It is the Vendor's responsibility to ship the Purchased Good to the Purchaser as soon as possible upon acceptance by the Purchaser of the Offer to Sell. The Seller is solely responsible for the delivery of a Good in accordance with his Ad and, in the event of a dispute, must demonstrate by all means that the Good has been dispatched (parcel tracking number, receipt of payment for the shipment, messages exchanged via Messaging, etc.).

The responsibility of LBC France can in no case be engaged in the event of non-delivery of the Good or in the event of delivery of a non-compliant Good.

The Seller and the Buyer are solely responsible for organizing the possible conditions of return of the Good before the start of the Transaction.

### 6.4 Specific commitments of Hosts using the Secure Payment Service

The Hosts acknowledge that they are exclusively responsible for the content of the Advertisements they publish as well as any document or information they send to Travelers.

The Hosts guarantee to hold all the rights or to have obtained all the authorizations necessary for the publication of their Ad.

As such, the Hosts declare and guarantee that any Announcement or any Reservation does not violate any regulations in force or any agreement made with third parties, such as lease contracts, union council agreements, co-ownership regulations, and comply with all laws. and applicable regulations, tax obligations that may apply to Accommodation and will not violate the rights of third parties. The Hosts undertake in particular to offer for rent only Accommodation of which they are and remain owners or which they are authorized to offer for rent without this constituting the violation of a contract concluded with a third party, during any the duration of the rental and that any information given in any Ad is true, exact, complete and up to date.

The Hosts undertake, in the event of unavailability of the Accommodation, to proceed with the withdrawal of the Listing as soon as possible or to update their calendar.

In accordance with article L.324-2-1 of the Tourism Code, each Host is informed that they are required to comply with the prior declaration or authorization obligations provided for by articles L.324-1-1 of the Code. of Tourism and Articles L.631-7 et seq. of the Construction and Housing Code, as well as any other regulations applicable to it.

In particular, it is up to the Host to check whether the town hall of the municipality on whose territory he is renting his Accommodation has set up a teleservice for registering tourist accommodation, requiring him to register on the website of the Town hall of his municipality made available. The registration number thus issued must be entered by the Host when submitting their Ad. More information can be found [here](https://assistance.leboncoin.info/hc/fr/articles/360001415400-Quelles-sont-les-d%C3%A9marches-et-obligations-pour-louer-son-logement-) .

In addition, each Host undertakes not to rent out their main residence for more than 120 days per year. Regarding their second home, each Host agrees to contact the Town Hall of the municipality where said Accommodation is located in order to learn about any prior and necessary steps for its rental.

By submitting any Announcement and accepting these T & Cs, each Host declares on his honor to comply with the obligations set out above and this prior to any rental of Accommodation that may be carried out via the Site.

To learn more about the applicable legislation, [click here](https://assistance.leboncoin.info/hc/fr/articles/360001415400-Quelles-sont-les-d%C3%A9marches-et-obligations-pour-louer-son-logement-) .

In the event of deletion of a non-compliant qualified Ad by LBC France, the related Reservations will be canceled and the Travelers reimbursed.

### 6.5 Liability and obligations of LBC France

In its capacity as host, LBC France is subject to a reduced liability regime provided for in Articles 6.I.2. and following of the law nº2004-575 of June 21, 2004 for the confidence in the digital economy.

LBC France can therefore in no way be held responsible for the content of the Advertisements published by the Advertisers as well as the messages and content exchanged via the Messaging and gives no warranty, express or implied, in this regard.

LBC France is a third party to correspondence and relations between Advertisers and Users, and therefore excludes any liability in this regard.

### 6.6 Limitation of liability

LBC France undertakes to implement all necessary means to ensure the best possible provision of the LEBONCOIN Service to Users and Advertisers and of the Secure Payment Service.

However, LBC France declines all responsibility in the event of:

* interruptions, breakdowns, modifications and malfunctions of the LEBONCOIN Service and of the Secure Payment Service or of the Delivery Service, whatever the communication medium used and whatever its origin and provenance,
* loss of data or information stored by LBC FRANCE. It is the Advertisers' responsibility to take all necessary precautions to keep the Advertisements they publish via the LEBONCOIN Service;
* temporary impossibility of access to the Website and / or the Applications due to technical problems, whatever their origin and provenance,
* direct or indirect damage caused to the User or the Advertiser, whatever the nature, resulting from the content of the Advertisements and / or the access, management, Use, operation, malfunction and / or interruption of the LEBONCOIN Service,
* abnormal or unlawful use of the LEBONCOIN Service by any User or Advertiser,
* Poor execution or non-execution of Transactions by Sellers or Buyers in the context of the use of the Secure Payment Service,
* computer attack or hacking, deprivation, deletion or prohibition, temporary or permanent, and for any reason whatsoever, of access to the Internet network.

LBC FRANCE can only be held liable for direct damage suffered by the Advertiser, resulting from a breach of its contractual obligations as defined herein. The User - the Advertiser therefore waives claiming compensation from LBC FRANCE for any reason whatsoever, for indirect damages such as loss of profit, loss of opportunity, commercial or financial loss, increase in overheads or losses originating from or being the consequence of the execution hereof.

Any User and Advertiser is then solely responsible for damage caused to third parties and for the consequences of complaints or actions that may result therefrom. The User also renounces to exercise any recourse against LBC France in the event of legal proceedings instituted by a third party against him due to the use and / or illicit exploitation of the LEBONCOIN Service, the Secure Payment Service and / or of the Delivery Service, in the event of loss by a User or an Advertiser of his password or in the event of theft of his identity.

## ARTICLE 7: INTELLECTUAL PROPERTY

7.1 All intellectual property rights (such as in particular copyright, neighboring rights, trademark rights, rights of database producers) relating to both the structure and the content of the Site and the Applications and in particular the images, sounds, videos, photographs, logos, brands, graphics, text, visuals, tools, software, documents, data, etc. (hereinafter referred to as "Elements" as a whole) are reserved. These Elements are the property of LBC France. These Elements are made available to Users and Advertisers, free of charge, for the sole use of the LEBONCOIN Service, the Secure Payment Service and the Delivery Service, and within the framework of normal use of its functions. Users and Advertisers

Any use not expressly authorized of the Elements of the Website and the Applications entails a violation of copyright and constitutes an infringement. It may also result in a violation of image rights, human rights or any other rights and regulations in force. It can therefore engage the civil and / or criminal liability of its author.

7.2 It is prohibited for any User and Advertiser to copy, modify, create a derivative work, reverse the design or assembly or in any other way attempt to find the source code, sell, assign, sublicense or transfer in any way. this is all rights pertaining to the Elements.

Any User and Advertiser of the LEBONCOIN Service undertake in particular not to:

* use or query the LEBONCOIN Service, the Secure Payment Service and / or the Delivery Service on behalf or for the benefit of others;
* extract, for commercial purposes or not, all or part of the information or small advertisements present on the LEBONCOIN Service and on the Site and the Applications;
* reproduce on any other medium, for commercial purposes or not, all or part of the information or small advertisements present on the LEBONCOIN Service and on the Website and the Applications making it possible to reconstitute all or part of the original files;
* use a robot, in particular a crawler (spider), an application for searching or retrieving websites or any other means making it possible to retrieve or index all or part of the content of the Website and the Applications, except in the case of authorization express and prior of LBC France;
* copy the information onto media of any kind allowing all or part of the original files to be reconstructed.

Any reproduction, representation, publication, transmission, use, modification or extraction of all or part of the Elements, in any way whatsoever, without the prior written authorization of LBC France is illegal. These illegal acts engage the responsibility of its authors and are likely to lead to legal proceedings against them and in particular for counterfeiting.

7.3. The Leboncoin and Leboncoin.fr brands and logos, as well as the brands and logos of LBC France partners are registered trademarks. Any total or partial reproduction of these brands and / or logos without the prior written authorization of LBC France is prohibited.

7.4. LBC France is the producer of the LEBONCOIN Service databases. Consequently, any extraction and / or reuse of the database (s) within the meaning of Articles L 342-1 and L 342-2 of the Intellectual Property Code is prohibited.

7.5. LBC France reserves the right to take any legal action against persons who have not respected the prohibitions contained in this article.

7.6. Hypertext links

7.6.1. Links from the LEBONCOIN Service and / or the Secure Payment Service

The LEBONCOIN Service and / or the Secure Payment Service may contain hypertext links redirecting to sites operated by third parties. These links are provided for information only.

LBC France has no control over these sites and declines all responsibility for the access, content or use of these sites, as well as for any damage that may result from consulting the information on these sites.

The decision to activate these links is the full and entire responsibility of the User.

7.6.2. Links to the LEBONCOIN Service

No hypertext link may be created to the LEBONCOIN Service without the prior and express consent of LBC France.

If an Internet user or a legal person wishes to create, from his site, a hypertext link to the LEBONCOIN Service and this regardless of the medium, he must first contact LBC France by sending him an email at the following address [support @ leboncoin.fr](https://www2.leboncoin.fr/support/form) .

Any silence from LBC France should be interpreted as a refusal.

7.7. The content of the posted Ads belongs to the Advertisers, however, by posting Ads on the Website, the Advertiser concedes:

- to LBC France the non-exclusive, transferable, under license, free of charge, exploitation right for the whole world on (i) all the content of the Advertisements and in particular on the photographs, texts, videos, illustrations, brands, logos, titles (hereinafter the "Content"), as and when they are published on the Site as well as (ii) a license on all the intellectual property rights relating to the Content and in particular on the rights of 'authors on the elements used in his advertisement, such as photographs, texts, videos, drawings, illustrations, sound elements, and this for the entire legal duration of his intellectual property rights and for the whole world.

The rights thus granted include the right to reproduce, represent, distribute, adapt, modify, produce a derivative work, translate all or part of the Content by any means, in any form whatsoever and on all known media (digital, printed, etc.) or unknown to date, within the framework of the LEBONCOIN service or in connection with the activity of LBC France, and this for commercial purposes or not and in particular for advertising, as well as within the framework of a distribution on the social networks on which LEBONCOIN is present and in particular the Facebook, Instagram and Twitter pages of LEBONCOIN.

In particular, the photographs of the Advertisements may be reproduced and integrated in advertising formats disseminated on the Website, only in connection with the posted Advert.

The Advertiser grants his consent to the resumption of his Ad and its Content on social networks, in particular Facebook, Instagram and Twitter. Consequently, the Advertiser certifies having read the general conditions of use of the [Facebook](https://fr-fr.facebook.com/legal/terms?locale=fr_FR) , [Instagram](https://www.instagram.com/about/legal/terms/) , and [Twitter](https://twitter.com/tos?lang=fr) sites and accept their terms, particularly with regard to the reuse of Content and personal data.

Under this license, LBC France, without this creating an obligation to act, is entitled to oppose the reproduction and use by unauthorized third parties of the Ads posted on the Website and of their Content.

- Users, the non-exclusive right to access the Content via the LEBONCOIN Service and to use and represent the Content to the extent authorized by the functionalities of the LEBONCOIN Service, for the whole world. "

7.8. All Users are informed that the distribution of job advertisements from the mobilization-emploi site is subject to the user license available [here](https://www.emploi-store-dev.fr/portail-developpeur/detailapicatalogue/-offres-d-emploi-v2;jsessionid=g2xUNM-i7d0TepwD_qVO1ZENP_KuwlYg07pqhoEDWnAI4YRPfjFl!1079334719?id=5ba49d55243a5f9d2c5064a2) .

## ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 LBC France reserves the right, at any time, to modify or interrupt the accessibility of all or part of the LEBONCOIN Service and / or the Website or the Applications.

8.2 The fact that LBC France does not avail itself at a given time of any of the provisions of these T & Cs cannot be interpreted as a waiver of subsequent availing of any of the aforesaid conditions.

8.3 LBC FRANCE reserves the right to modify all or part of the T & Cs at any time. Users and Advertisers are invited to regularly consult these T & Cs in order to be aware of any changes made. Use of the Site by Users and Advertisers constitutes acceptance by the latter of the modifications made to the T & Cs.

8.4 If part of the T & Cs should prove to be illegal, invalid or inapplicable, for any reason whatsoever, the provisions in question will be deemed unwritten, without calling into question the validity of the other provisions which will continue to apply between the Users. or the Advertisers and LBC France.

8.5 These T & Cs are subject to French law.

In the event of difficulties in the application of these T & Cs, the User will first contact LBC France with a view to seeking an amicable solution before any dispute before the competent courts.

In accordance with the provisions of the Consumer Code concerning the amicable settlement of disputes, LBC France adheres to the e-commerce Mediator Service of FEVAD (Federation of e-commerce and distance selling) whose contact details are as follows: 60 rue de La Boétie - 75008 PARIS - http://www.mediateurfevad.fr. After consumers' prior written action vis-à-vis LBC France, the Mediator's Service can be referred to any consumer dispute for which the settlement has not been successful. To find out how to submit a referral to the Mediator, [click here](https://www.mediateurfevad.fr/index.php/espace-consommateur-2/) .