

## GENERAL INFORMATION

This site is published by HOTEL CORPORATE SYSTEM, a simplified joint-stock company with capital of 100 000 €, entered in the Nanterre Trade and Companies Register with No. 519 693 212, with its registered office at 25-29 Rue Anatole France, 92300 Levallois Perret, France.

HOTEL CORPORATE SYSTEM offers an accommodation and travel booking service on its website "www.hcorpo.com" (hereinafter, the "**Site**").

## ARTICLE 1 - DEFINITIONS AND SCOPE OF APPLICATION

### 1.1. Definitions

The definitions hereinafter shall have the same meaning regardless of whether they appear in the singular or in the plural.

"**User**" means any person using the Site to browse, obtain information, reserve, order and/or buy one or more Services offered on the Site.

"**Partner**" means all Services providers (hotelier, transfer agent, insurer).

"**Service**" means all accommodation, travel and insurance services offered on the Site.

"**Order**" means any reservation made and confirmed by the User on the "www.hcorpo.com" website.

"**Specific Conditions**" means the contractual conditions specific to each Service (whatever their designation: "Conditions and restrictions" etc.), which can be accessed on the Site prior to confirmation of each Order.

"**Special Agreement**" means any contract signed between HOTEL CORPORATE SYSTEM and the User or his/her representative making specific provisions that deviate from the present general terms and conditions of sale.

## **1.2. Scope of application**

The present general terms and conditions of sale (hereinafter, "**General Terms and Conditions**") shall govern the offer and provision of Services.

Ordering Services is a facility reserved for only those Users who are familiar with the General Terms and Conditions in their entirety and who have accepted the said terms and conditions by checking the box or clicking on the hypertext link provided for this purpose. In the absence of such acceptance, it is impossible for the User to proceed with the ordering process. Consequently, completion of the ordering process on the Site requires the User's express acceptance of the present General Terms and Conditions.

Specific Conditions of our Partners (hereinafter, "Specific Conditions") also apply to the offer and provision of Services in the same way as the General Terms and Conditions. Acceptance of the Specific Conditions by the User is effected when a firm order is placed.

Thus being the confirmation.

The General Terms and Conditions are valid from 1st April 2010 and may be amended at any time, without notice, it being understood that such amendments shall not apply to orders for Services which have already been placed. It is thus imperative that the User reads and accepts the General Terms and Conditions when placing his/her order, in particular, in order to ensure consultation of the provisions currently in force.

## **ARTICLE 2 - RESERVATIONS**

### **2.1. Capacity - Site Use**

The objective of the Site is to help the User to research Services and to place appropriate Orders. The User must have legal capacity to enter into contractual agreements and to use the Site in compliance with the General Terms and Conditions.

A user name and password shall be provided by HOTEL CORPORATE SYSTEM to enable connection to the Site. The said password facilitates online reservation and cancellation of Services (hotels, transfer, etc.). It is strictly personal and confidential and providing the password to other users or to third parties shall constitute breach of contract.

Except in the event of fraud, in which case the User is required to supply evidence thereof, the User bears financial responsibility for his/her actions on the Site, in particular, for all use made employing his/her user name and password. Similarly, the User shall ensure the veracity and accuracy of his/her information provided on the Site.

Fraudulent use of the Site or use in contravention of the present General Terms and Conditions shall entitle the User to be refused access, at any time, to the Services offered by HOTEL CORPORATE SYSTEM or to other Site functions.

### **2.2. Placing, Amending and Cancelling Orders**

The HOTEL CORPORATE SYSTEM reservations system is available to companies and must only be used for individual customers. Reservations can be made for a maximum of 4 rooms. Reservations for groups must be requested by completing the specific form which you will find under the menu: "GROUP PRICING".

Dividing groups into individual orders is not permitted. HOTEL CORPORATE SYSTEM reserves the right to cancel reservations added to the system by the User where these seem to us to constitute reservations for groups rather than for individuals and where reservations appear to us to have the sole objective of blocking rooms.

In the event of a difference between the terms and conditions of the reservation and site conditions, the terms and conditions of the reservation shall prevail.

Confirmation of the Order, which includes its key elements, such as identification of the Service/s ordered and the price, is indicated to the User at the end of the order process and given effect by a voucher which should be provided to the hotel or Service Provider as proof of the Order.

All terms for cancellation, correction of Orders and/or refund are directly accessible on the Site prior to reservation and are also provided on the confirmation of Order.

In the absence of particular provisions set out on the Site prior to reservation, any amendment (change of departure or arrival date, destination, accommodation) or cancellation sought by the User shall entail, with the exception of force majeure events and unless more favourably agreed with the relevant Partner, an indemnity payment in a sum corresponding to 100% of the price of the Services.

All amendments and cancellations must always be effected by means of the Site. Access to the message by HOTEL CORPORATE SYSTEM or by the relevant service provider shall constitute evidence of arrival in the event of delays, amendment or cancellation. In order to be valid, cancellations must be made via the Site and, where the latter is impossible, in writing. Cancellations must not be made by telephone.

In the event that a refund to the User is agreed, sums previously paid shall be the object of an asset to be applied to the sums due to the User by HOTEL CORPORATE SYSTEM.

Delays to air, rail or other ground travel which lead to late registration shall not release the User from his/her obligation to meet the financial cancellation terms set out in the present General Terms and Conditions.

### **2.3. Evidence**

It is expressly agreed that, unless in the event of clear error on the part of HOTEL CORPORATE SYSTEM of which the User shall adduce evidence, data stored in the information system of HOTEL CORPORATE SYSTEM and/or its Partners shall have probative force in terms of orders made by the User. Data stored on computer or electronic device shall constitute valid evidence and, as such, is admissible under the same terms and with the same probative force as any document done, received or maintained in writing.

## **ARTICLE 3 - SERVICE DETAILS**

The object of the present article is to set out details of Services provided, in the interests of informing the User. The said details are not exhaustive and do not replace the Partners' Specific Conditions.

### **3.1. Requirements**

The User undertakes to become familiar with any administrative and/or health requirements necessary to take the trip in question. It is incumbent upon the User to meet such requirements - police, customs and health requirements - by means, in particular, of obtaining a passport, national identity card, residence card, parental permission, visa, medical certificate, vaccination card, and the User shall bear any expenses thereby incurred.

We would draw the User's attention to the fact that the law in certain countries requires passport validity in excess of 6 months beyond the return date. Furthermore, children who are 15 years old or younger absolutely must possess identity papers in their own name. If the User finds it impossible to depart on the specified date, notably as a result of failure to observe such administrative and health requirements, the price paid cannot be refunded under any circumstances.

### **3.2. Accommodation Services**

#### *Room occupancy*

Users are reminded that, in most cases, rooms are not available until 2 p.m. and must be vacated before 12 midday, whatever the hour of arrival or departure and whatever means of transport is used to reach the hotel.

Individual rooms are usually furnished with a single bed for one person. Double rooms are provided either with two beds or, more unusually, with a double bed.

#### *Classification System*

The indicated comfort level attributed to the hotels and featured in the Site descriptions corresponds to a classification system established with reference to local standards in the host country, which may differ from French standards. It is provided for reference purposes only.

#### *Activities*

Certain activities offered by Partners and specified in the descriptions featured on the Site may be cancelled, in particular for reasons of inclement weather, where a force majeure event occurs, where the stay is scheduled outside the tourist season or where the minimum number of participants required for the activity to take place is not attained.

Cancellation of any activity on account of a force majeure event may not, in any case, lead to the payment of financial compensation to the User.

#### *Meals*

Where meals are included in the service provided, their number shall depend on the number of nights stayed. Furthermore, it is expressly agreed that:

- o Full board commences with the meal preceding the first night stayed and ends with the breakfast following the final night stayed; for the other days stayed, it includes breakfast, lunch and dinner.

- o Half-board commences with the meal preceding the first night stayed and ends with the breakfast following the final night stayed; for the other days stayed, it includes breakfast and either lunch or dinner.
- o The "All Inclusive" tariff includes meals, drinks and activities set out in the description accompanying each Service. We wish to draw your attention to the fact that, as a general rule, the "All Inclusive" tariff does not include alcoholic drinks.

Unless otherwise indicated in the descriptions on the Site, drinks are not included in meals and are charged to the customer. Where drinking water is unavailable, the customer will be charged to purchase bottles of water.

#### *Videos, photos and illustrations*

Every effort has been made to supply videos, photos and illustrations which provide the User with an insight into the Services offered. The said videos, photos and illustrations aim to provide the User with an indication of the accommodation category or level of comfort.

#### *Local taxes*

We wish to draw the User's attention to the fact that additional, local taxes may be imposed by the local authorities in certain countries (tourist tax, resort fee, etc.) and must be paid on the spot. Such additional, local taxes, where in existence, are payable by the User.

## **ARTICLE 4 - FINANCIAL CONDITIONS AND METHOD OF PAYMENT**

### **4.1. Pricing and Taxes**

#### *General Provisions*

Service descriptions presented on the Site specify, for each Service, the features included in the price. Prices are provided in Euro. Prices are deemed to be definitive upon confirmation.

Service prices are generally understood to include all taxes, fees and expenses for the relevant service. Fees and expenses for the Service correspond to the costs associated with the Services ordered by the User, borne by the Partners; notably, indirect taxes (VAT and other similar taxes) and other expenses necessary to process the User's orders.

Certain taxes or additional expenses (tourist tax, resort fee, visa fee and/or tourist card, etc.) may be imposed by the authorities in certain countries. Such taxes or additional expenses are not included in the Service price. Additional taxes, where in existence, are chargeable to the Customer and may need to be paid on the spot.

HOTEL CORPORATE SYSTEM is entitled to alter the price after receipt of order confirmation only in the event of changes to taxes, VAT or other factors outside our control.

Furthermore, generally, and unless otherwise stated to the contrary, the following are not included in the price: all

expenses of a personal nature or incidental to the service provided, such as insurance, excess baggage fees, vaccination costs, laundry expenses, telephone expenses, drinks, room service, tips, charges for excursions and use of sports facilities, and, more generally, any service not expressly included in the confirmation of reservation. Customers must pay any additional expenses owing directly to the hotel prior to their departure. HOTEL CORPORATE SYSTEM shall not, in any case, reimburse hotels for the personal expenditure of customers.

Where the order includes an accommodation Service, prices are calculated based on the number of nights stayed and not on the number of full days.

#### **4.2. Payment**

Payment for the price of Services purchased by the User must be made upon confirmation of the order unless otherwise specified under special conditions agreed between HOTEL CORPORATE SYSTEM and the User by means of a Special Agreement.

Unless otherwise provided in a Special Agreement, payments made via the Site shall be effected either by direct debit or by bank card (Blue Card, Visa, Eurocard/Mastercard and American Express are accepted) by means of the secure payment system.

In the event that payment is identified as irregular, incomplete or non-existent, on account of a reason attributable to the User, purchase of the Services shall be cancelled, resultant costs charged to the User and civil or criminal proceedings may, where applicable, be brought against the User.

#### **ARTICLE 5 - USER SERVICES AND COMPLAINTS**

All requests for information, further information and complaints should be made to HOTEL CORPORATE SYSTEM within 30 days of the end of stay:

- By telephone to the following number: **+33 (0) 820 222 297**
- Or by email to the following address; [sav@hcorpo.com](mailto:sav@hcorpo.com)

Complaints will only be admissible where the difficulties to which they relate were reported to HOTEL CORPORATE SYSTEM during the trip in order that attempts to remedy the difficulties could be made to reduce the detriment to the User.

No other complaint shall be accepted relating to loss, damage or theft of luggage, clothes or personal items under the supervision of the User throughout his/her stay, absent proven fault attributable to Hotels.com or its Partners.

## **ARTICLE 6 - LIABILITY / WARRANTY**

### **6.1 Site Use**

No guarantee is provided to the User in terms of:

- the absence of anomalies, errors and bugs likely to affect navigation of the Site or use of any function offered on the Site; or in terms of
- the possibility of correcting such anomalies, errors or bugs; or in terms of
- freedom from interruption or breakdown of Site functionality; or in terms of
- compatibility of the Site with particular equipment or configurations.

HOTEL CORPORATE SYSTEM may not, under any circumstances, be held liable for direct or indirect damages or non-pecuniary losses, whether foreseeable or not (including lost profit or loss of a chance) resulting from the provision and/or use or total or partial impossibility of use of Site functions.

In any case, the User declares his/her familiarity with the characteristics and limits of the internet, in particular, its technical capabilities, response times when browsing, searching or downloading data and the risks associated with communication security.

### **6.2. Services**

HOTEL CORPORATE SYSTEM shall ensure, working with its Partners, the smooth functioning of the Services provided under contract. However, the liability of HOTEL CORPORATE SYSTEM shall not, in any case, be engaged by non-performance or poor performance, in whole or in part, of the Services provided under contract where such is attributable to the User and/or its customer, or to the unpredictable or insurmountable act of a third party not involved in the service provision, or to a force majeure event.

## **ARTICLE 7 - INTELLECTUAL PROPERTY**

### **7.1. General Remarks**

The Site, its contents and all the features it comprises, are creations of which HOTEL CORPORATE SYSTEMS, and/or, where applicable, its Partners, are holders of all intellectual property rights and/or rights of use, in particular, under copyright law, database law, trademark law and the law governing design rights.

The Site and its software, databases, texts, news, analyses, images, photographs, graphics, logos, sounds or any other data contained on the Site shall remain the exclusive property of HOTEL CORPORATE SYSTEM and/or its Partners or, where applicable, of their respective owners who have granted rights of use to the former.

The User is granted a non-exclusive, non-transferable right of use to the Site and the data contained on the Site, in a private capacity. The right thus granted consists of (i) a right to consult the data and information contained on the Site online and (ii) a right of reproduction by means of printing and/or saving the data and information consulted. The said right of use is understood to be solely for strictly private use.

Any other use of the Site, in particular, commercial use, on the part of the User is prohibited. The User, in particular, undertakes to comply with the following non-exhaustive prohibitions: prohibition on reproducing and/or representing for any usage other than private use, sale, distribution, transmission, translation, adaptation, dissemination and communication in whole or in part in any form whatsoever of any feature, information or data on the Site.

Furthermore, the User undertakes not to input, by any means whatsoever, data likely to modify or affect Site contents or presentation of the Site. Any hypertext link to the Site, of whatsoever type, must receive prior authorisation by HOTEL CORPORATE SYSTEM, acting for and on the account of the holder of the right concerned, by paper or electronic means.

## **ARTICLE 8 - LIABILITY**

HOTEL CORPORATE SYSTEM may not be held liable for non-performance or delayed performance of its obligations where this is the direct or indirect consequence of a cause or situation falling outside the reasonable scope of its control.

Without limiting the generality of the foregoing, the situations in question are as specified hereinafter: force majeure events, outbreak of hostilities, riot, civil disturbance, terrorist acts, revolution, act by a government or official body (including, but not limited to, refusal or revocation of a licence or permission), fire, flood, lightning, explosion, fog or inclement weather, interruption or breakdown of public services (including, but not limited to, electricity, gas, water or telecommunications), renovation undertaken by a hotel, industrial action, lock-out, boycott, embargo, blockade.

## **ARTICLE 9 - APPLICABLE LAW AND COMPETENT JURISDICTION**

The present General Terms and Conditions, and, more generally, the contract concluded between the User and HOTEL CORPORATE SYSTEM shall be subject to French law. Any litigation in relation to their interpretation and/or implementation shall be submitted to the jurisdiction of the French courts.

## **ARTICLE 10 - PERSONAL DATA**

### **10.1. Order processing**

Personal information and data pertaining to Users ("Personal Data") may be processed by Hotel Corporate System in its capacity as data controller within the meaning of the European GDPR (Regulation 2016/679 of 27 April 2016) or by its partners or service providers where its use is strictly limited to the sale of services and/or the management of Order(s) placed by Users through "www.hcorpo.com" (hereinafter the "website").

All data is processed and hosted in France under secure protocols. The sole purposes of data processing are as follows:

- performing and managing the service;
- improving service quality through personalised offers, anti-fraud measures, troubleshooting and the improvement of customer knowledge through anonymous statistical analyses;
- communication and marketing.

The legal basis for data processing is the contractual relationship between the User and Hotel Corporate System or the consent given by the User for data to be used for marketing purposes.

## **10.2. Data collection**

Hotel Corporate System collects the following data:

- Personal Data supplied when a user account is created via the website. This information is mandatory for booking and managing services and it may not be possible for Hotel Corporate System to provide services without it;
- Personal Data relating to services booked and invoicing. This information is mandatory and relevant to the services in question.

## **10.3. Data transfer**

Personal Data may be shared with our partners within or outside of the European Union in order to perform the service booked on the website and to manage customer relationships. These partners include:

- hotels;
- our remote payment service provider;
- service providers we work with for communication and marketing purpose (subject to User consent).

## **10.4. Data retention**

Personal Data may be stored for different periods depending on the type of processing carried out. Data may under exceptional circumstances be stored for a period of up to five years, which is the statutory limitation period for legal complaints and where legal or regulatory requirements apply.

## **10.5. Right of access**

Users can exercise the following rights, free of charge:

- the right of access to Personal Data;
- the right to rectification of inaccurate Personal Data;
- the right to erasure ("right to be forgotten");
- the right to restriction of processing;
- the right to object to processing Personal Data. In such cases, all or part of the services for which Personal Data are required when using the website will no longer be available. Hotel Corporate System and/or the User's employer bear no liability in this respect;
- the right to data portability in machine-readable format;

- the right to withdraw any prior consent to data collection at any time. Users can exercise this right by writing to Hotel Corporate System at 55 rue Anatole France - 92300 Levallois-Perret, France, or by email to [rgpd@geeko-holding.com](mailto:rgpd@geeko-holding.com), enclosing or attaching a copy of the User's proof of identification.

## 10.6. Contact

Users can contact the French personal data protection agency (Commission Nationale Informatique et Libertés – CNIL) with any complaints pertaining to the processing of their Personal Data.

## 10.7. Use of cookies

To offer Users the best possible experience, we measure and analyse how many times they visit the website, the number of pages viewed, their activity and how often they return.

We do this using technology known as “cookies”. Cookies do not allow us to identify Users but simply record their browser information, such as the pages visited and the dates and times of those visits, that can then be used when they next return to the website.

The data collected by our cookies are strictly for internal use and are never provided to third parties. While Users can disable cookies at any time using their browser's privacy settings, some of the website's features may no longer be accessible.

We use the following types of cookies:

- technical cookies: allow the User to browse the Site, and are critical to ensuring it operates efficiently. If these cookies are disabled, certain features will no longer be accessible;
- statistical cookies: we use Google Analytics to compile statistical data on how Users navigate the website (frequency of visits, number of pages viewed and activity).

### Managing cookies

The links below explain how to block cookies in Firefox, Chrome, Internet Explorer and Safari:

Firefox: <https://support.mozilla.org/en-US/kb/block-websites-storing-site-preferences>

Chrome: <https://support.google.com/chrome/answer/95647?co=GENIE.Platform=Desktop&hl=en>

Internet Explorer: <https://support.microsoft.com/en-us/help/17442/windows-internet-explorer-delete-manage-cookies>

Safari: [https://support.apple.com/kb/PH21411?locale=fr\\_CA&viewlocale=en\\_US](https://support.apple.com/kb/PH21411?locale=fr_CA&viewlocale=en_US)

## ARTICLE 11 - GENERAL PROVISIONS

The fact that HOTEL CORPORATE SYSTEM does not rely, at one time or another, on one of the provisions in the present General Terms and Conditions may not be construed as a waiver of its right to rely on the same provision in future.

Where one of the provisions of the present General Terms and Conditions is null or void, it shall be declared invalid, without the validity of the other provisions being affected thereby, unless the provision declared null and void was indispensable and determinant.

Any force majeure event making performance of the service impossible, including interruption of telecommunications, industrial action by travel agents, hoteliers or air traffic controllers shall exempt HOTEL CORPORATE SYSTEM from its obligations which are affected by the force majeure event. Services that are not performed on account of a force majeure event shall give rise to a refund. Nevertheless, the said failure to perform shall not give rise to damages and interest.

#### **ARTICLE 12 – ALTERNATIVE ACCOMMODATION**

In the event of force majeure, the hotel reserves the option of accommodating the customer for all or part of his/her stay in a hotel of an equivalent category for similar services - all costs incurred by such transfer shall be borne by the chosen hotel.