

## GENERAL TERMS OF SALE SELOGER VACANCES

### 1. PURPOSE OF THE GENERAL TERMS OF SALE

1.1 These General Terms of Sale (hereafter referred to as the “**G.T.S**”) govern the relations between the Users and the company PRESSIMMO ON LINE SAS (hereafter referred to as the “**Company**”), which runs the Website <http://vacances.seloger.com> (hereafter referred to as the “**Website**”) on which it makes Services available to the Users, in particular hosting and publication of Adverts, on the Media defined below.

1.2 The Website <http://vacances.seloger.com> is edited and hosted by the Company:

PRESSIMMO ON LINE  
French *Société par Actions Simplifiée* (simplified joint-stock company) with share capital of €1,350,000  
Paris Trade and Companies Registry no. B 425 074 481  
Registered office: 65 rue Ordener, 75880 Paris cedex 18, France

[contact@selogervacances.com](mailto:contact@selogervacances.com)

Intra-community VAT no.: FR 544 250 74 481

1.3 The Company has taken out a “*civil third-party liability*” insurance policy from the company COVEA RISKS, 19, 21 allées de l’Europ, 92616 Clichy Cedex, France.

### 2. CLAIMS – TECHNICAL ASSISTANCE

For any technical information or information related to operating the Services, the User is invited to send his/her request, either:

- by email to the address: <mailto:contact@selogervacances.com>
- by completing the “Contact” form accessible by clicking on this link: <http://vacances.seloger.com>,
- by letter sent to the following address: Pressimmo On Line - SeLoger Vacances, 65 rue Ordener, 75018 Paris, France,
- by telephone on 01 53 38 59 00 (call without surcharge), every day from 9.00 a.m. to 6.00 p.m., excluding public holidays and weekends in France.

### 3. DEFINITIONS

For the purpose of these G.T.S, the words beginning with a capital letter, whether singular or plural, will have the following definition:

**Subscription:** refers to the fee-paying and fixed-term formulas proposed by the Company, of which one is chosen by the Advertiser and which has an impact on the terms and conditions of the Service of placing Adverts (referencing, publication Media, etc.);

**Advert:** refers to all data of the Advertiser (in particular text, visual, photographic, etc. subject to the Publishing Rules indicated in Appendix 1 of this document and/or the technical restrictions of the Media), making up a firm rental proposal for a Holidaymaker, for one (1) unique Accommodation, of which the description is precise and detailed and hosted to be published on all or part of the Media;

**Advertiser:** refers to any legally capable private individual of age (i) using the Services for exclusively personal and non-professional purposes, (ii) not acting directly or indirectly on behalf of a real estate or tourism professional, (iii) not subject to any legal, regulatory or conventional ban and/or restriction preventing him/her from placing an Advert and/or renting out the Accommodation and having completed all of the legal, regulatory and conventional formalities in order to do so;

**Confirmation:** refers to the document sent to the Advertiser after payment of the Services and summarising the Service(s) selected by the Advertiser, the price of it (them) and the terms and conditions of performance;

**Area:** refers indiscriminately to the Owner Area or Holidaymaker Area;

**Owner Area:** refers to the personal Area of an Advertiser only accessible with a specific and personal username and password provided by the Company, enabling the Advertiser to manage the hosting and publication of his/her Advert(s), and his/her Subscription;

**Holidaymaker Area:** refers to the personal Area of a Holidaymaker only accessible with a specific and personal username and password provided by the Company;

**Withdrawal Form:** refers to the form indicated in Appendix 2 of these Terms and enabling the implementation of the right of withdrawal of an order by the Holidaymaker;

**Internet User:** refers to all internet users, visitors of the Website, not registered with the Company as a Holidaymaker and therefore without an Area;

**Accommodation:** refers indiscriminately to any real estate to be used as accommodation for the Holidaymaker (apartment, villa, room, caravan, land for pitching a tent, etc.) meeting with legal criteria, and at a specific and valid physical address, for which the date of availability is later than the date of request for placing an Advert, which the Advertiser proposes for rental to the Holidaymaker through an Advert;

**Messaging Service:** refers to the Service made available to the Users by the Company in order to enable them to exchange emails, only between an Advertiser and a Holidaymaker, on the latter's initiative;

**Publishing Rules:** refers to the terms and conditions set forth in Appendix 1 of these terms which all Adverts must respect in order to be published. Infringement of any kind whatsoever of one of these terms may entitle the Company to withdraw/suspend the Advert and to perform any of the specific measures described in the "Termination – Suspension" article;

**Server(s):** refers to a computer hosting an application service with a very large amount of disk space on which files are stored;

**Services:** refers to the services provided by the Company on the Website and described in article 5 of these G.T.S, in particular Services for placing Adverts;

**Services for placing Adverts:** refers to the services of hosting and placing an Advert on the Media, subject to the specific terms and conditions stipulated by the Subscription chosen by the Advertiser;

**Optional Services:** refers to the optional services chosen by the Advertiser enabling the Advert to benefit from special additional and more favourable terms and conditions of display;

**Website:** refers to the Website <http://vacances.seloger.com>;

**Affiliated Websites:** refers to the interactive electronic services operated by companies belonging to the SELOGER.COM Group and on which the Adverts may be published;

**Partner Websites:** refers to the interactive electronic services operated by third parties, partners of the Company, with which the Company has signed agreements for publishing Adverts on their respective Website(s);

**Super Advert:** refers to an Advert for several Accommodation possibilities with an identical physical address (e.g.: bed and breakfast);

**Media:** refers indifferently to the Website, Affiliated Websites, Partner Websites and Promotional Media;

**Promotional Media:** refers to any medium of any kind that the Company uses in order to promote the Website and its content and that may therefore contain all or part of Adverts (e.g.: communication on social networks, brochures, ad-words, etc.);

**User:** refers indiscriminately to the Holidaymaker and/or the Advertiser;

**Holidaymaker:** refers to any legally capable private individual of age, using the Services, with a Holidaymaker Area and seeking short-term Accommodation that is not intended to become his/her main residence.

#### **4. SCOPE OF APPLICATION – ACCEPTANCE – AMENDMENT OF THE G.T.S.**

- 4.1 The purpose of these G.T.S. is to define the conditions in which the Company provides the User with the Services.
- 4.2 Subscribing to the Services made available by the Company implies the unrestricted and unreserved acceptance of these G.T.S. by the User, who is invited, upon creating an Area, to accept the terms of them.
- 4.3 These G.T.S. may be amended; the applicable G.T.S. are those in force and accessible on the Website on the date of use by the User of the Services.

#### **5. DESCRIPTION OF THE SERVICES PROVIDED BY THE COMPANY**

The Services provided on the Company's Website consist in particular in enabling a User to:

create his/her personalised area entitled "**Owner Area**" for the Advertisers or "**Holidaymaker Area**" for the Holidaymakers, through which the Advertiser will in particular have the possibility, from the "**Manage my adverts**" section, of managing the hosting and placing of his/her Advert(s) on the Website;

benefit, where appropriate, from the Services of placing Advert(s);

benefit, where appropriate, from Optional Services;

benefit from the Messaging Service enabling the Holidaymaker to exchange emails, on the latter's initiative, with the Advertiser of his/her choice;

be contacted, where appropriate, by an Internet User regarding an Advert.

## **6. OWNER AREA / HOLIDAYMAKER AREA**

- 6.1 In order to benefit from the Services, the User is invited to create his/her Area, by registering to do so using the registration form enabling the latter to create his/her Area, in particular by choosing a username and password.
- 6.2 The User will receive an email containing a link on which to click in order to validate the creation of his/her Area, then an email containing the validation of the creation of his/her Area.
- 6.3 By creating his/her Area, the User has a unique username (name or email address) and a password, that are strictly personal, and that the User undertakes to keep confidential and not to communicate to third parties.
- 6.4 Only the User is authorised to access and use the Services using his/her unique username and password. Any access to the User Area with his/her unique username and password is deemed automatically as having been made by the User. Similarly, access to the Services with this username and password is made under the User's exclusive responsibility.
- 6.5 Thus in the event of loss, theft or fraudulent deed in relation to his/her unique username and/or password, the User must inform the Company as soon as possible and give evidence at such time of his/her identity by all means.
- 6.6 Upon receipt of such notification with due evidence, the Company will send the User a new username and/or password, that the User must keep strictly confidential.

## **7. SERVICE FOR PLACING ADVERTS**

### **Terms and conditions of subscribing to the Service for Placing Adverts**

- 7.1 Once the Area has been created, the Advertiser may then subscribe to the Services for Placing Adverts in accordance with the periods defined by the Company in the Subscriptions available and of which the details are accessible by clicking [here](#).
- 7.2 The choice of Subscription defines:
- the Affiliated Websites on which the Adverts are published;
  - the Partner Websites on which the Adverts are published;
  - the position of the Advert in the search results on the Media and the possible publication priority from which the Advert may benefit.
- 7.3 In order to place an Advert or Adverts, the Advertiser respects the following stages:
- Connect to his/her Area;
  - Draft an Advert;
  - Download photos to be included in the Advert;
  - Choose the Subscription;
  - Choose, where appropriate, an Optional Service and its duration, in accordance with articles 8.5 and thereafter;
  - Confirm the billing address;
  - Read and accept these G.T.S. and accept that the Service for Placing Adverts be delivered as soon as possible without waiting for a 14-day period;
  - Pay the price of the Services ordered.
- 7.4 Once the Advert has been created, the Advertiser will receive a Confirmation by email including the confirmation of the publication of his/her Advert within a variable period of 24 hours, depending on certain technical operations.

## **Conditions of placing the Adverts**

- 7.5 The Adverts, hosted by the Company, are published on the Media for the period defined in the Subscription.
- 7.6 The Advertiser is informed that all or part of his/her Advert, including a brief summary or the full description of it, may remain on the Media, even when the Advert is no longer online.
- 7.7 The Advert may only be published in accordance with the Publishing Rules.
- 7.8 At any time during the period of publication of the Advert, the Advertiser may amend or adapt the content of his/her Advert by connecting to his/her Area.
- 7.9 If a Subscription is still ongoing for a minimum period of 30 (thirty) days, the Advertiser may subscribe to an Optional Service enabling to highlight his/her Advert.

The Optional Service will be subscribed, as chosen by the Advertiser (i) either for a period of 1 (one) month as from his/her subscription, (ii) or until the end of the initial Subscription.

In this latter event, if the Advertiser has asked for the tacit renewal of his/her Subscription, the initial Subscription will be renewed without the Optional Service and at the price applicable on the date of renewal.

- 7.10 The Adverts are published on the Media according to the choice of Subscription selected for them then, by default, according to a ranking algorithm which takes into account, in particular: the reactivity of the Advertiser in his/her answers to the Holidaymakers, the frequency with which he/she updates the schedule, etc...

The Adverts with an Optional Service are published prior to the other Adverts.

The details of the Company's offers and their consequences on the referencing of the Adverts are accessible by clicking [here](#).

The Advertiser is informed that the Adverts may be accessed by the Users and Internet Users, who have the possibility of using a tool made available to them on the Media enabling them to target their search by filling in various criteria.

The search results and display of the Adverts, along with their display order, are automatic through the use of algorithms, and depend on various criteria (input of search criteria by the Users, Advert content, terms and conditions of drafting the text of the Advert, subscription to an Optional Service etc.) on which the Company may not intervene or have any impact.

Consequently, the Company's liability may not be sought in any way whatsoever regarding the order of publication of the Adverts and/or the appearance of the latter further to a search performed by a User or Internet User.

## **8. OPTIONAL SERVICES**

### **Conditions of subscribing to an Optional Service**

- 8.1 The Optional Service, enabling to highlight an Advert, is attached to the said Advert and may not therefore be subscribed alone.
- 8.2 Subscription to an Optional Service may take place when the Advert is already published, subject to the terms stipulated below.

8.3 The Advertiser may choose, for the same Advert, to subscribe to several Optional Services.

#### **Description of the Optional Services**

8.4 The description of the Optional Services may be accessed by clicking [here](#).

#### **Subscription to the Optional Service**

8.5 In order to benefit from an Optional Service regarding an Advert already published, the Advertiser respects the following stages:

- Connect to his/her Area;
- Choose the Advert for which he/she wishes to apply the Optional Service;
- Choose the period of publication of the Optional Service;
- Read and accept these G.T.S.;
- Accept that the Optional Service be delivered as soon as possible without waiting for a 14-day period;
- Pay for the Optional Service ordered.

### **9. ACCESS AND AVAILABILITY OF THE SERVICES**

9.1 The Company endeavours to make its Services available 24 hours a day and 7 days a week, independently of the maintenance operations of the said Services and/or Media and/or Server(s) on which the Adverts are hosted.

9.2 However, the Company reserves the right to interrupt access to all or part of the Services for maintenance and/or improvement work. These interruptions to the Services will, where possible for the Company, be notified previously to the User. In the event of emergency, the Company however reserves the right to partially or totally suspend all or part of the Services, for a reasonable period, in order to perform any necessary technical operation. These interruptions to the Services may not give rise to any compensation whatsoever for the User.

The Company is required to respect an obligation of means in relation to supplying the Services.

9.3 The Company does not edit the Partner Websites and Promotional Media and does not work as a technical service provider for them either.

Therefore, the Company will not be liable for any obligation whatsoever for access or availability regarding them.

9.4 The Company, which ensures the technical service enabling use of the Messaging Service by the Users, is only subject in this respect to an obligation of means without any failure and/or delay in sending or receiving messages being liable to incur its liability and without the use made of the Messaging Service by the Users being liable to bind the Company.

### **10. DURATION OF THE SERVICES**

#### **DURATION:**

10.1 Access to the Area, including the Messaging Service, is provided for an unlimited term.

10.2 The Services, including the Optional Services, are subscribed for a fixed period, as specified to the Advertiser on the Website prior to the subscription to these Services, with tacit renewal.

10.3 The Optional Services may be subscribed when placing the Advert or at any time during the publication period of the Advert, subject to the remaining publication period of the Advert exceeding the effective period of the Optional Service attached to the Advert in question.

10.4 The Service for placing Adverts provided by the Company enables the Advertiser to benefit from the publication of his/her Adverts on the Media, for a fixed period depending on the Subscription chosen, during which the Advertiser may amend or delete his/her Advert at any time.

However, it is specified that, in the event that the Advertiser deletes his/her Advert, such deletion will not entitle the latter to any reimbursement of all or part of the price of the Subscription.

10.5 At the end of the publication period of the Advert, the Advertiser may take out a new Subscription without this new subscription constituting an extension of the previous Subscription, except in the event of tacit renewal. In order for the Services for placing Adverts to be ensured without interruption, the Advertiser undertakes to take out a Subscription and to maintain the tacit renewal from his/her Area at least 48 hours before the date of expiry; otherwise, the Advertiser's Advert(s) may be deleted.

#### **TACIT RENEWAL:**

10.6 The Subscription and, where appropriate, the Optional Service(s) chosen, will be automatically renewed for a period that is identical to that initially stipulated, at the price indicated on the Website upon the renewal.

10.7 The Advertiser is informed that he/she has the possibility, at any time during the performance of his/her Subscription, of cancelling the automatic renewal option by connecting to his/her Owner Area.

10.8 Furthermore, and in accordance with the provisions of article L.136-1 of the French Consumer Code, of which the terms are reproduced below, the Company will inform the Advertiser at the earliest 3 (three) months and at the latest 1 (one) month before the date on which the Advertiser may refuse the renewal of his/her Subscription by email sent to the Company, of the possibility of not renewing the Service, and of the maximum date on which the Subscription may be terminated:

*“The professional service provider shall inform the consumer in writing, by personal letter or email, three months at the earliest, and one month at the latest, before expiry of the period during which renewal can be declined, of the option to refrain from renewing a contract with a tacit renewal clause that he has entered into. This information, issued in clear and comprehensible terms, indicates the deadline for termination, in a visible section.*

*When such information has not been sent to him pursuant to the provisions of the first paragraph, the consumer is free to terminate the contract at any time as from the renewal date. In such circumstances, any advances made after the last renewal date or, in the case of unlimited-term contracts, after the date on which the initial fixed-term contract was converted, shall be reimbursed within thirty days of the cancellation date, after deduction of the sums corresponding to performance of the contract up to that date. Failing reimbursement as stipulated above, the sums due shall bear interest at the legal rate.*

*The provisions of this article shall apply without prejudice to those which make certain contracts legally subject to special rules relating to consumer information.*

*The previous three paragraphs are not applicable to operators providing drinking water and sanitisation services. They apply to consumers and non-professionals”.*

10.9 Once the Agreement has been renewed automatically, the Company will send the Advertiser an email confirming the date of renewal, the price of the Subscription and its duration.

## **11. PRICES – PAYMENT TERMS**

11.1 Access to the Area, including the Messaging Service, is provided free of charge to the User.

11.2 The Subscription and the Optional Services are provided in return for payment in accordance with the price list available on the Website and in which the prices are set forth in tax-inclusive Euros. It is in force on the date of subscription to placing an Advert.

11.3 The price of the Subscription and of each Optional Service may evolve.

11.4 The price owed by the Advertiser upon taking out the Subscription and the Optional Services, and its/their possible renewal, is that indicated on the Website on the date of subscription to the Service.

11.5 The price of the Services is settled by card (CB, VISA, Eurocard, MasterCard) through the third-party HiPay and possibly 3D SECURE system.

11.6 The Advertiser will then receive the Confirmation of his/her settlement by email, along with his/her Withdrawal Form, then the confirmation of the publication of his/her Advert.

## **12. RIGHT OF WITHDRAWAL**

12.1 In accordance with the provisions of article L.121-21 of the French Consumer Code, the Advertiser benefits from the legal right of withdrawal by which he/she may decide to withdraw from the Subscription and, where appropriate, the Optional Service without needing to give any grounds, during a period of 14 (fourteen) clear days as from receipt by the Advertiser of the Confirmation sent by the Company further to the subscription to the said Service.

12.2 An Advertiser wishing to use his/her right of withdrawal must inform the Company of the same within a maximum period of fourteen (14) days as stipulated above:

- by completing the Withdrawal Form accessible in Appendix 2 of these G.T.S. and in the Confirmation and by respecting the instructions indicated in it
- or
- by sending this same Withdrawal Form to the Company, duly completed, by email or post.

The costs related to sending the Withdrawal Form are borne by the Advertiser.

12.3 As soon as possible as from receipt by the Company of the Withdrawal Form formalising the Advertiser's intention to use his/her right of withdrawal, the Company acknowledges receipt of it to the Advertiser by email.

12.4 In the event that using a right of withdrawal covers a Subscription and/or an Optional Service (i) already started, at the specific request of the Advertiser before the end of the withdrawal period and (ii) not yet fully performed on the date of communication of the withdrawal by the Advertiser, the latter will owe the Company the amount corresponding to the Service(s) performed until communication of his/her withdrawal, with the exception of the creation of the Area, which is a Service provided free of charge by the Company.



This amount is communicated by the Company to the Advertiser and is in proportion to the total price of the fee-paying Service(s).

The Company will then reimburse an amount equal to the whole amount paid, to the Advertiser, less the amount corresponding to the period of performance of the fee-paying Service(s) until notification of the decision to withdraw.

The reimbursement will take place as soon as possible and in any event within a period of fourteen (14) days at the latest, as from the date on which the Company has been informed of the Advertiser's decision to withdraw.

12.5 The reimbursement will be performed using the same means of payment as that used by the Advertiser for the initial transaction corresponding to the fee-paying Service(s), unless the Advertiser specifically requests the use of another means of payment, as long as the reimbursement will not incur any costs for the Advertiser or the Company.

12.6 The right of withdrawal may not be used for the Optional Services performed in full by the Company upon request of the Advertiser, in accordance with article L.121-21<sup>o</sup>1 of the French Consumer Code.

12.7 The Advertiser acknowledges that he/she has received all information regarding the Services before subscribing to them and that the offer of these Services complies with the requirements necessary in terms of services provided remotely, in particular via the Internet and in particular with articles L111-1 and thereafter and L. 121-17 and thereafter of the French Consumer Code.

### **13. USER'S WARRANTIES AND LIABILITY**

13.1 The User undertakes to provide the Company with:

- information that is always accurate, complete, honest and true regarding his/her personal details and guarantees in particular that his/her email address indicated is completely valid and operational, along with all other information required for accessing the Area and/or Services, and to update such information as soon as possible;
- information that is always accurate, complete, honest and true regarding the Accommodation for which he/she wishes to have an Advert hosted and published on the Media;

13.2 The User protects the Company from any legal or extra-judicial action or claim and/or any conviction based on the lack of respect of legal obligations or contractual undertakings, in particular as regards these G.T.S related in particular to his/her Advert(s).

13.3 The User specifically undertakes to bear, upon first request from the Company, all consequences resulting from such action or claim and/or conviction, in particular, all damages and/or criminal penalties to which the Company may be sentenced and all costs incurred by such action or claim, including lawyers' fees.

13.4 The Advertiser declares, acknowledges and accepts that the Company simply hosts his/her Advert, without prior and/or systematic inspection, either regarding the content or the validity and/or lawfulness of the Advert, to enable its publication on the Media and, where appropriate the Partner Websites, so that the Company remains completely unrelated to the quality and/or lawfulness of his/her Advert and its content, and to the signature of any lease agreement between the Advertiser and a User.

13.5 The Advertiser undertakes to ensure that his/her Advert and use of the Messaging Service:

are not unlawful, and do not contradict the principle of loyalty, decency, human dignity, public order and correct morals;

do not infringe third-party rights, in particular intellectual property, image rights or use libellous, insulting, denigrating, obscene, revisionist texts, or texts praising crimes or offences and more generally contradicting laws or case law in force;

do not aim at attacking, pirating, invading, causing denial of service, phishing, sending unwanted emails (whether collectively "spamming" or isolated cases), sending viruses or any other illegal activity, as defined by the law or case law.

13.6 The Advertiser guarantees in particular that he/she holds all i) of the rights in particular intellectual property rights related in particular to the image of the Accommodation involved in the Advert and/or more generally regarding the content of the Advert and ii) where appropriate of the authorisations imposed by law, regulations or convention for publishing the Advert and renting out the Accommodation.

13.7 Prior to placing an Advert, the Advertiser represents and warrants that the Advert does not infringe any standard such as, without limitation, co-ownership regulations, leases or rental agreements and that:

the Accommodation complies with all applicable laws (such as, without limitation, the laws governing rentals of residential and other property),

the Advertiser has respected all of his/her tax obligations, administrative declarations and other obligations that may apply to any Accommodation (including, without limitation, obtaining of all permits, licences and registrations required).

13.8 It is therefore understood that the Advertiser of Accommodation located on the French territory and published in an Advert is exclusively liable for respecting the obligations of prior authorisation and declaration stipulated in article L.324-1-1 of the French Tourist Code and articles L.631-7 and thereafter of the French Building and Housing Code.

By accepting these G.T.S., the Advertiser swears and declares that he/she has complied with the obligations set forth above, prior to any rental of Accommodation that may be made through the Media.

The links below are provided for information only; the Advertiser is responsible for checking the regulations applicable to his/her situation.

Furnished holiday accommodation:

<https://www.service-public.fr/particuliers/vosdroits/R14321>

<https://www.service-public.fr/particuliers/vosdroits/F2043>

[http://www.legifrance.gouv.fr/affichCode.do;jsessionid=CECEE9BAC98956B41E6B6FAAE26F933F.tpdjo06v\\_3?idSectionTA=LEGISCTA000006158462&cidTexte=LEGITEXT000006074073&dateTexte=20140410](http://www.legifrance.gouv.fr/affichCode.do;jsessionid=CECEE9BAC98956B41E6B6FAAE26F933F.tpdjo06v_3?idSectionTA=LEGISCTA000006158462&cidTexte=LEGITEXT000006074073&dateTexte=20140410)

Change of use in Paris

[http://www.legifrance.gouv.fr/affichCode.do;jsessionid=71184677A3BD3DA018EC1EF295838E2C.tpdjo11v\\_2?idSectionTA=LEGISCTA000019286917&cidTexte=LEGITEXT000006074096&dateTexte=20140409](http://www.legifrance.gouv.fr/affichCode.do;jsessionid=71184677A3BD3DA018EC1EF295838E2C.tpdjo11v_2?idSectionTA=LEGISCTA000019286917&cidTexte=LEGITEXT000006074096&dateTexte=20140409)

Change of use in other French towns and villages

[http://www.legifrance.gouv.fr/affichCode.do;jsessionid=71184677A3BD3DA018EC1EF295838E2C.tpdjo11v\\_2?idSectionTA=LEGISCTA000019286917&cidTexte=LEGITEXT000006074096&dateTexte=20140409](http://www.legifrance.gouv.fr/affichCode.do;jsessionid=71184677A3BD3DA018EC1EF295838E2C.tpdjo11v_2?idSectionTA=LEGISCTA000019286917&cidTexte=LEGITEXT000006074096&dateTexte=20140409)

- 13.9 The Advertiser undertakes and guarantees that he/she does not create any confusion in his/her Advert regarding the nature of the Accommodation that he/she is renting out, so that the Internet User or User may identify, immediately, the type of Accommodation proposed (for example, and without limitation: flat, bedroom only, bare land, etc.).
- 13.10 Any Advert with substantial errors, which does not provide correct information on the type of Accommodation offered or which does not comply with these G.T.S including the Publishing Rules, and of which the Company may become aware, including by notification from third parties, may be automatically suspended by the Company until its amendment by the Advertiser in order to comply with these G.T.S., without the Advertiser being entitled to claim any compensation whatsoever.
- 13.11 In the event that the publication of an Advert should be suspended/withdrawn by the Company due to its lack of compliance with the Publishing Rules related to the Services, the Advertiser will be informed of this by email.
- 13.12 The Company reserves the possibility to ask any Advertiser i) to provide it with any document giving evidence of the accuracy of the information communicated and contained in the Advert or the authorisations required before placing an Advert and/or renting out the Accommodation, ii) to regularise his/her Advert for legal, regulatory or conventional reasons in light of these G.T.S, being specified that any specific or implicit refusal from the Advertiser to provide such documents or to regularise his/her Advert will entail its immediate withdrawal without notice, without the Advertiser being entitled to claim any compensation.
- 13.13 The Advertiser authorises the Company to reproduce and publish all or part of his/her Advert(s) on the Media, in particular for promotional purposes.

#### **14. COMPANY'S WARRANTIES AND LIABILITY**

- 14.1 The Company takes on an obligation of means in relation to these G.T.S.
- 14.2 The Company's activity is limited to facilitating the contact between the Users. The Company's liability may not be incurred in any way regarding the relations, agreements and discussions that may take place between the latter, who are responsible for performing all usual checks, in particular legal checks, before entering into any agreement.
- 14.3 In any event, the Company may not be held liable:
- for any unavailability in the Services for reasons such as fault in the public electricity network, fault in cable telecommunications networks, loss of connection to the Internet due to public or private operators, in particular of the User, caused in particular by strike, storm, earthquake or any other cause with force majeure characteristics;
  - in the event of use of the Services by a User in conditions that do not comply with these G.T.S. or the legislation in force;
  - for loss and/or alteration of data and/or blockage of email services and/or of the Messaging Service due to breach by the User of this obligation;
  - for the content of the messages sent by the Users in the Messaging Service;
  - within the limits of the legislation in force, for any indirect damage including in particular losses in profit, data or any other loss of intangible assets, even if the Company has been informed of the possibility of such damage, that may occur (i) from the use of or impossibility to use the Services (ii) from the partial publication or lack of publication of the Advert (iii) further to access to the said Services by an unauthorised User and/or Internet User.

## **15. SUSPENSION - TERMINATION**

- 15.1 In the event of lack of payment, including by cancellation or chargeback of his/her payment, the Company will inform the Advertiser of this by ordering that the latter settles the situation as soon as possible, being specified that the Service for placing Adverts and, where appropriate, the Optional Service will be suspended until full payment of the price within a reasonable period, after which the Company may automatically close the Advertiser's account by the exclusive fault of the latter.
- 15.2 The declaration by the User of inaccurate or dubious information, or the absence of response by the User to requests for information from the Company, in particular related to the accuracy of the information contained in his/her Adverts, will entail the automatic suspension of all or part of the Services.
- 15.3 In the event of use of the Services that infringes these G.T.S, the User will be deemed as seriously infringing his/her contractual obligations authorising the Company, as the latter deems fit depending on the situation, to:
- suspend, without prior notification, all or part of the Services until the User completely respects his/her obligations;
  - give formal notice to the User to respect his/her obligations within a notice period;
  - terminate the Services automatically by the exclusive fault of the User.
- 15.4 The above actions will be performed without prejudice to any compensation for direct and/or indirect damage that may be claimed by the Company.
- 15.5 In accordance with the provisions of article 6.I.2 of Act No. 2004-575 of 21<sup>st</sup> June 2004 (so-called Trust in Digital Economy Act), as host of the Adverts published by the Advertiser, in the event that the Company should receive notification from third parties informing it of the clearly unlawful nature and/or non-compliant nature of any of the said Adverts of the Advertiser, the Company reserves the right to suspend – as a protective measure – the Service for placing Adverts along with the access by the Advertiser to his/her Owner Area / Holidaymaker Area, without the Advertiser being entitled to any reimbursement or compensation for the prejudice caused to the Advertiser itself or any third party.
- 15.6 The Company may perform targeted and one-off surveillance operations regarding the use of the Services and, where appropriate, interrupt access to the Services, for inspection purposes and in order to maintain security and avoid alteration to the security of the systems and infrastructures.
- 15.7 In the event that the Company should receive notification from third parties informing it of the clearly unlawful nature and/or non-compliant nature of any of the Adverts, it reserves the right to send the said notification to the publication managers of the Partner Websites in question, and to the third parties that may publish Promotional Media.
- 15.8 Any suspension, termination or withdrawal of the Services by the exclusive fault of the Advertiser will not entail any compensation and/or reimbursement for the latter.

## **16. FORCE MAJEURE EVENT**

The Company's liability may not be incurred if the performance of one of its obligations is prevented or delayed due to a force majeure event as defined by case law from the French courts, and in particular, natural disasters, fire, fault or interruption of the telecommunications or electricity networks.

## 17. PROTECTION OF PERSONAL DATA

### i) Personal data

17.1 The following information in particular may be included in the User's personal data that the Company collects from him/her: (i) his/her surname and first names; (ii) his/her postal address; (iii) his/her email address; (iv) his/her telephone number; (v) his/her IP address (virtual address of his/her computer); (vi) unique identification of his/her mobile telephone (vii) his/her unique username and password; (viii) the postal address of his/her Accommodation; (ix) the images, photographs, etc. related to the Accommodation rented out via the Website.

17.2 Furthermore, the Company stores and keeps the messages exchanged by the Users in the Messaging Service in order to enable the Users to recover them.

### ii) Data controller

17.3 The Company is responsible for processing the User's personal data; the full contact details are accessible in article 1.2 of these Terms.

### iii) Purpose of the processing

17.4 The User's personal data collected and processed by the Company aims in particular at enabling the Company to: i) provide Services to the Users ii) locate the Accommodation on a virtual map made available to the Internet Users iii) send requests for information from Internet Users to the Advertiser by email, regarding his/her Advert(s) published on the Website iv) enable the Holidaymakers to contact the Advertisers from the Messaging Service v) draw up general statistics on the traffic of its Website and the various sections that it contains vi) enable the publication on the Media vii) enable the promotion on the Website from the Promotional Media.

### iv) CNIL (French Data Protection Agency) declarations

17.5 In accordance with the provisions of Act No. 78-17 of 6<sup>th</sup> January 1978 related to IT, files and freedom, amended by Act No.2004-81 of 6<sup>th</sup> August 2004, the User is informed that the customer files of the Company are included in a declaration sent to the CNIL (French Data Protection Agency).

17.6 The Company undertakes to protect all of the User's personal data, collected and processed by the Company with the strictest confidentiality, in accordance with the provisions of the above-mentioned Act.

### v) User's right of opposition, access, rectification and deletion

#### a) Right of opposition, access, rectification and deletion

17.7 In accordance with the provisions of articles 38, 39 and 40 of Act No. 78-17 related to IT, files and freedom of 6<sup>th</sup> January 1978, amended by Act No.2004-81 of 6<sup>th</sup> August 2004, the User may, at any time:

- **oppose** the processing of his/her personal data in relation to the Services provided by the Company (article 38 of the IT and Freedom Act);
- **oppose** the communication of his/her personal data to third parties;
- **access** all of his/her personal data processed in relation to the Services provided by the Company (article 39 of the IT and Freedom Act);

- **rectify, update and delete for legitimate reasons** his/her personal data processed in relation to the Services provided by the Company (article 40 of the IT and Freedom Act).

b) Terms and conditions of the User performing his/her rights

17.8 In order to use his/her rights, the User must simply send a letter, indicating his/her identity (indicate his/her surname, first names, email address and enclose a copy of his/her ID papers) – in accordance with paragraphs 1 of articles 39 and 40 of Act No. 78-17 related to IT, files and freedom of 6<sup>th</sup> January 1978, amended by Act No. 2004-81 of 6<sup>th</sup> August 2004 – to the Company at the address indicated in article 1.2 of these Terms.

**vi) Security and archiving of the User's personal data**

17.9 The Company collects and processes the User's personal data respecting the greatest confidentiality and the provisions of Act No. 78-17 related to IT, files and freedom of 6<sup>th</sup> January 1978, amended by Act No. 2004-81 of 6<sup>th</sup> August 2004.

17.10 The Company undertakes to take all reasonable measures required for ensuring the security and protection of the User's personal data, collected and processed by it.

17.11 All of the User's personal data is archived electronically by the Company, throughout the period of registration of the User on the Website.

## **18. MISCELLANEOUS TERMS**

**i) Correspondence - Proof**

18.1 Unless otherwise specifically indicated in these G.T.S, the correspondence exchanged between the Company and the User is essentially by email.

18.2 In accordance with articles 1316 and thereafter of the French Civil Code, the User acknowledges and accepts that the information provided by the Company by email and the Website is binding between the User and the Company.

18.3 Elements such as the time of receipt or sending, and the quality of the data received will be taken as evidence as a priority for those indicated on the Website, or those authenticated by the Company's IT procedures, unless the User provides written proof to the contrary.

18.4 The scope of the proof of the information provided by the Website is that granted to an original document, such as a written paper document, signed by hand.

**ii) Entirety of the G.T.S**

18.5 These G.T.S. set forth all of the obligations of the Company and of the User related to their subject matter. The fact that one of the parties does not take advantage of a breach by the other party, of any of the obligations set forth in these Terms, may not be interpreted for the future as a waiver of the obligation in question.

**iii) Severability**

18.6 In the event that one or several articles of these G.T.S. should be deemed as null and void, unwritten or declared as such in accordance with a law, regulation or further to a decision from a court with jurisdiction having the authority of *res judicata*, the other articles will maintain their full effect and scope and shall remain fully applicable, unless the invalid article(s) should present a substantial nature and if their removal should challenge the contractual balance.

**iv) Headings**

18.7 In the event of difficulties in interpretation between one of the headings of the clauses of these G.T.S and the clause itself, the headings will be declared as inexistent.

**19. APPLICABLE LAW AND DISPUTE SETTLEMENT**

19.1 These G.T.S. are subject to French law.

19.2 IF THE ADVERTISER IS NOT A PRIVATE INDIVIDUAL, IN THE EVENT OF A DISPUTE RELATED TO THE APPLICATION, INTERPRETATION, VALIDITY AND PERFORMANCE OF THESE G.T.S., AND UNLESS AN OUT-OF-COURT SOLUTION IS REACHED BY THE PARTIES, IT WILL BE REFERRED TO THE EXCLUSIVE JURISDICTION OF THE COURTS WITH JURISDICTION WITHIN THE COMPETENCE OF THE COURT OF APPEAL IN PARIS.

**APPENDIX 1**  
**PUBLISHING RULES**

**1. Advert Description:**

1.1 The following elements may not appear in the Advert description:

- telephone number,
- email address,
- external links,
- date of availability,
- description that does not correspond to the Accommodation,
- monetary claims before contact,
- any information that infringes these G.T.S., including these Publishing Rules.

1.2 All of the fields indicated with an asterisk (\*) on the form enabling to complete the Advert are compulsory.

**2. Photographs with the Advert:**

2.1 An Advert must compulsorily have a photograph.

2.2 Only the following photo formats are authorised: png, jpg, jpeg.

2.3 Photos must describe the Accommodation presented in the Advert.

The following are thus authorised:

- pictures of inside the property,
- pictures of outside the property, as long as they are taken from the property,
- pictures from outside looking towards the property,
- architect's plans.

The content of the photos must be visible: (Minimum photo profile: 100x100 - Minimum photo advert: 250x250 – Maximum weight: 25Mb).

2.4 Photos of historical monuments may be subject to publication rights and are therefore forbidden.

2.5 The photo must not include any publicity element (logo, URL).



## APPENDIX 2

### WITHDRAWAL FORM

#### How to use the withdrawal form

You may use your right of withdrawal of all or part of the services provided by the company Pressimmo On Line, without giving any grounds.

To do so, please send the duly completed withdrawal form (enclosed), within a maximum period of **14 clear days** as from receipt of the confirmation email sent further to your subscription to the service of placing adverts or, where appropriate, an optional service not performed in full, to Pressimmo On Line:

- by email to: [contact@selogervacances.com](mailto:contact@selogervacances.com) or
- by post to the following address:

PRESSIMMO ON LINE  
SeLogerVacances  
65 rue Ordener  
75018 Paris  
France

As from receipt of your withdrawal form by Pressimmo On Line, the latter will reimburse the amount of the service to which you have subscribed, without delay, and at the latest within a period of **14 days** as from receipt of your request.

The company Pressimmo On Line will inform you of the amount corresponding to the performance of the service until communication of the use of your right of withdrawal.

This amount is in proportion to the total price of the service and will be deducted from the total amount reimbursed for your right of withdrawal.

For more information, please refer to our G.T.S.

You may join us at any time by contacting the customer services department of Pressimmo On Line whose contact details are indicated below:

PRESSIMMO ON LINE  
SeLoger Vacances  
65 rue Ordener  
75018 Paris  
Tel: 01 53 38 59 00  
Email: [contact@selogervacances.com](mailto:contact@selogervacances.com)

## Withdrawal Form

For the attention of the company PRESSIMMO ON LINE - SeLoger Vacances, 65 rue Ordener 75018 Paris – Tel: 01 53 38 59 00 - Email: [contact@selogervacances.com](mailto:contact@selogervacances.com)

I, Mrs./Mr \_\_\_\_\_ hereby inform you of my withdrawal from the contract regarding the following services:

Advert / Optional Service subscribed on:

Description of the Advert or Optional Service:

Order number:

Advertiser's Surname / first name:

Advertiser's address:

Advertiser's Signature:

Date: