

## GENERAL TERMS AND CONDITIONS OF SALE

### Article 1: Legal Status

These General Terms and Conditions of Sale apply to all reservations for stays within a Residence operated by SERGIC RESIDENCES SERVICES, hereinafter referred to as the "Operating Company." The contract entered into between the Client and the Operating Company is considered a temporary residence. The Client may not establish any primary or secondary residence in the accommodation unit, whether on a continuous or intermittent basis. Engaging in professional, commercial, or artisanal activities within the unit is strictly prohibited. The Client acknowledges having received and accepted these general terms and conditions of sale at the time of booking.

### Article 2: Reservation

The reservation of an accommodation unit is considered valid and binding, subject to the fulfillment of the following four conditions, which must be met cumulatively:

(i) The Customer must provide a valid credit card number that remains valid for the entire duration of the stay, plus an additional 15 days after the departure date, and must be the owner of the card.

(ii) A security deposit must be paid no later than five (5) days prior to the arrival date, using a secure payment link provided by the Operating Company via email seven (7) days before the arrival date. The amount of the security deposit varies depending on the residence, the type of accommodation, and the length of the stay.

(iii) The full payment for the stay must be made, or the payment for the first thirty-one (31) nights, in the case of a stay exceeding thirty-one (31) nights, no later than five (5) days before the arrival date, using a secure payment link provided by the Operating Company via email seven (7) days before the arrival date.

(iv) Confirmation of acceptance by the Operating Company must be received in written form, at their discretion, in the form of an email sent to the Client (Booking Confirmation Email).

The Operating Company has selected **STRIPE** and **ADYEN** to ensure the security of payments made by credit card.

The Customer's credit card undergoes a validity check by our partners and may be declined for various reasons, including a reported stolen or blocked card, reaching the card limit, or inputting incorrect information, among others. To uphold stringent security standards, the bank may request additional instructions to verify the payment, such as entering a security code to complete the transaction.

### Article 3: Arrival and Departure

Upon arrival, prior to receiving the keys, the Customer must present the credit card used for the reservation (valid for the duration of the stay plus an additional 15 days beyond the departure date) and the original of a valid identification document bearing the same name as the credit card.

Keys to the accommodation unit will be provided from 4:30 PM on the day of arrival until 7:00 PM. The keys must be returned by 10:00 AM on the day of departure. It is the responsibility of the Customer to notify the Residence in case of an arrival or departure outside of these timeframes, in order to make suitable arrangements for

arrival and departure. Any occupancy beyond these specified time periods requires an additional reservation in accordance with the conditions outlined in Article 2 of these Terms. Failure to comply may result in eviction of the occupant, if necessary, with the assistance of law enforcement.

#### **Article 4: Prices - Payment Terms - Guarantee**

**4.1.** Prices are quoted and payable in euros, inclusive of all taxes, per accommodation unit and per night for the selected dates and duration of stay. Prices do not include optional services. The Operating Company reserves the right to change its prices at any time.

**4.2.** Payment for the holiday price is made through the secure payment link as mentioned in Article 2, no later than five (5) days before the arrival date. The price can be paid in full or for the first thirty-one (31) nights for longer stays. Beyond thirty-one (31) nights, the stay will be billed monthly and must be paid in advance through a secure payment link.

Payment for optional services will be required upon ordering such services and can be paid through a secure payment link.

**4.3.** The Customer is hereby notified that any outstanding amounts of any nature owed by the Customer on the day of departure in relation to the stay, as well as optional services, and any expenses for repair and/or replacement in the event of damage (including the smell of smoke), malfunction, or missing items or equipment within the accommodation unit may be deducted from the security deposit mentioned in Article 2.

The Customer is liable for any damage or loss occurring during their stay. Once the keys have been returned, the invoices presented by the Operating Company have been settled, and provided that there is no damage (including the smell of smoke), no malfunctions, or missing property or equipment within the accommodation unit, the security deposit will be refunded to the Client via the bank card used for payment.

#### **Article 5: Cancellation - No-show - Early Departure - Extended Stay**

**5.1.** To be considered valid, any cancellation must be communicated in writing either via email to the Residence, the address of which is provided in the reservation confirmation email mentioned in Article 2, or directly by responding to the reservation confirmation email received by the Client. The effective date of cancellation is the date when the Residence receives the notification.

**5.2.** All reservations can be canceled without any charges up to five (5) days prior to the arrival date. Starting from this date, by which time the Client must have met the conditions specified in Article 2 for the reservation to be considered valid and binding, any cancellation and/or no-show by the Customer on the arrival date will lead to the following:

- Billing for the full price of the stay for stays between one (1) and six (6) nights inclusive.
- Billing for the price of the stay up to a maximum of seven (7) nights for stays of seven (7) nights or longer.

Any remaining balance due to the Operating Company (i.e., the difference between the amount paid at the time of reservation and the actual amount owed by the Client, considering the cancellation or no-show and the duration of the reserved stay) will be refunded, and the security deposit will be returned to the Client via the bank card used for their payment.

**5.3.** Any early departure during the stay will result in the following:

- Billing for the full price of the stay based on the originally booked duration for stays lasting between one (1) night and twenty (20) nights inclusive.
- Billing for the price of the actual booked stay, in addition to the price of the originally booked stay that remains to be completed, up to a maximum of twenty-one (21) nights, for stays longer than twenty-one (21) nights inclusive.

Any remaining balance owed to the Operating Company (i.e., the difference between the amount paid at the time of reservation and the actual amount due by the Client, taking into account the early departure and the duration of the reserved stay) will be refunded to the Client via the bank card used for payment. The security deposit will be returned in accordance with the terms and conditions outlined in Article 4.3.

**5.4.** The duration of the stay is as agreed in the booking confirmation sent to the Customer. However, this duration may be extended at the Client's request, subject to availability, at the discretion of the Operating Company or the Residence. The Client may not necessarily continue to stay in the same accommodation unit, and the price applicable will be the one in effect on the day of the extension's effective date.

#### **Article 6: Transfer**

If an event or exceptional circumstances beyond the control of the Company make it impossible to either take possession of the reserved accommodation on the day of arrival or continue the stay, the Operating Company may either offer to transfer all or part of the reserved stay to another residence with similar services or refund any sums already paid. The Customer is not entitled to claim any compensation, refund, or indemnity due to the exceptional nature of the event or circumstances.

#### **Article 7: Condition and Use of the Premises**

The accommodation unit is provided in good repair and cleanliness. The Customer agrees to use the accommodation unit, its amenities, and, in general, the Residence, in a peaceful manner and to return the accommodation in the same condition at the end of their stay. Any damage, malfunction, or missing items must be reported by the Client to the Residence reception upon arrival. Failure to do so will result in the Client being held responsible. In such a case, the Operating Company reserves the right to apply the provisions outlined in Article 4.3 herein.

The Client is also responsible for the means of access to the accommodation unit provided to them upon arrival and must maintain them in good condition. They must return these means of access in good condition at the end of their stay. Failure to do so will result in the Customer bearing the cost of repair or replacement, which will be invoiced to and paid by the Customer, as applicable, as detailed in Article 4.3 herein.

The Operating Company reserves the right to enter the accommodation unit for maintenance or security purposes.

#### **Article 8: Occupancy**

The number of occupants must not exceed the capacity of the reserved accommodation unit. If it is discovered that the number of occupants exceeds the accommodation unit's capacity, the Operating Company reserves the right to either terminate the stay immediately, with the Customer not being entitled to claim any

compensation, refund, or indemnity, or, subject to availability, to provide a replacement accommodation unit at the Customer's expense.

### **Article 9: Termination**

The Operating Company reserves the right to terminate the stay of the Client and any occupants on their behalf without formalities and without delay in the event of a serious breach, particularly a breach of the payment obligation and/or in the event of disruptive, abnormal, and/or inappropriate behavior likely to disturb the stay of other occupants or disrupt the peace, without any entitlement to indemnity, refund, or compensation. The Customer and any other occupants on their behalf must vacate the premises immediately, and if they fail to do so, they may be forcibly removed, if necessary, with the assistance of the police.

### **Article 10: Liability**

The Operating Company cannot be held responsible in case of theft, damage, or loss of personal belongings (such as clothing, luggage, and miscellaneous items) in the accommodation units, including, where applicable, in common areas, parking lots, and any other dependencies or annexes of the Residence. Pet owners, when allowed, are entirely responsible for any damage they may cause to property or individuals and must have appropriate insurance for this purpose.

### **Article 11: Complaints - Consumer Dispute Mediation**

The mediation process is only available to customers of SERGIC RESIDENCES SERVICES who qualify as consumers and can only be pursued after all internal amicable resolution channels have been exhausted. A consumer is defined as any natural person acting for purposes that are not within the scope of their commercial, industrial, craft, or professional activity.

- Internal amicable resolution channels: Any complaint can be addressed in one of the following ways:
  - ✓ By email to the Residence, the address of which is provided in the Booking Confirmation Email.
  - ✓ By registered letter with acknowledgment of receipt sent to the following address: SERGIC RESIDENCES SERVICES - TBF - 87 rue du Fontenoy - Blanchemaille Euratechnologies, 59100 ROUBAIX.
- Mediation: The recourse is considered to be exhausted if the response to the complaint is unsatisfactory to the customer or if the customer is not content with the response provided within 60 days after the complaint is received.

Once all internal amicable resolution options have been exhausted, the customer may escalate the issue to the consumer mediator affiliated with the professional, namely the "Association of European Mediators" (A.M.E. CONSO), by either:

- Completing the dedicated form on the AME CONSO website: <http://www.mediationconso-ame.com/>
- Sending a postal mail to: AME CONSO, 11 Place Dauphine, 75001 PARIS.

### **Article 12: Validity of the General Terms and Conditions of Sale**

The customer agrees to the General Terms and Conditions of Sale at the time of booking. The completion of the booking by the customer constitutes acceptance.

In case of any discrepancy, the French language version of the General Terms and Conditions of Sale shall take precedence over the English language version.

**Article 13: Data Protection**

All personal data collected at the time of booking is necessary for processing the reservation. It is processed and stored in accordance with the Personal Data Protection Charter, which can be reviewed at any time at <https://www.sergic.com/politique-de-confidentialite/>. The duration of personal data retention, information about the rights related to such data, and the procedures for exercising these rights are specified in this Charter.

**Article 14: Applicable Law - Jurisdiction.**

These conditions are governed by French law. The parties undertake to seek an amicable solution to any dispute. If they do not succeed, all disputes shall fall under the exclusive jurisdiction of the competent courts of the registered office of SERGIC RESIDENCES SERVICES.