### **GENERAL TERMS AND CONDITIONS OF SALE**

# **Article 1: Legal Framework.**

These general terms and conditions of sale apply to all bookings of stays within a Residence operated by SERGIC RESIDENCES SERVICES hereinafter referred to as the "Operating Company". The contract concluded between the Client and the Operating Company is concluded on a temporary residence basis. The Client may not establish any primary or secondary residence in the accommodation unit, whether continuously or discontinuously. It is prohibited to carry out any professional, commercial, or artisanal activity there. The Client acknowledges having been provided with these general terms and conditions of sale and having accepted them upon reservation.

### Article 2: Reservation.

The reservation of an accommodation unit is valid and firm subject to the following four cumulative conditions: (i) being guaranteed by the Client by providing a valid credit card number for the duration of the stay plus 15 days after the departure date, of which the Client is the owner; (ii) after payment of a security deposit no later than five (5) days before arrival via a secure payment link communicated by the Operating Company by email seven (7) days before the arrival date; The amount of the security deposit varies according to the residence, the typology of the accommodation, and the duration of the stay. (iii) after payment of the full stay, or the first thirty-one (31) nights in the case of a stay longer than thirty-one (31) nights, no later than five (5) days before the arrival date via a secure payment link communicated by the Operating Company by email seven (7) days before the arrival date; (iv) after written confirmation of acceptance by and at the discretion of the Operating Company in the form of an email sent to the Client (Reservation confirmation email).

The Operating Company has chosen STRIPE and ADYEN to secure payment by credit card. The Client's payment card is subject to validity checks by our partners and may be declined for several reasons: stolen or blocked card, reached limit, input error, etc. To maintain high security standards, the bank may request instructions to verify the payment, such as entering a security code to finalize the payment.

# **Article 3: Arrival and Departure.**

Upon arrival, the Client must, before any key handover, present the credit card used for the reservation (valid for the duration of the stay plus 15 days after the departure date and of which he is the owner) and the original of a valid identity document in the same name as the credit card. The keys to the accommodation unit are handed over from 4:30 pm on the day of arrival until 7:00 pm. The keys must be returned before 10:00 am on the day of departure. It is the Client's responsibility to inform the Residence of an arrival or departure outside of these time slots to agree on arrival and departure arrangements. Any occupation beyond these time slots requires an additional reservation under the conditions provided for in Article 2 hereof. Failing this, the occupant may be expelled, if necessary with the assistance of the public authorities.

### Article 4: Price - Payment Terms - Guarantee.

4.1. Prices are indicated and payable in euros, all taxes included for the chosen dates and duration of the stay. The prices indicated do not include optional services. The Operating Company reserves the right to modify its rates at any time. 4.2. Payment of the stay price is made via the secure payment link referred to in Article 2, no later than five (5) days before arrival. The price is payable either in full or up to the first thirty-one (31) nights for stays longer than that. Beyond thirty-one (31) nights, the stay will be invoiced monthly and payable in advance via a secure payment link. Payment for optional services will be required when ordering said services and payable via a secure payment link. 4.3. The Client is informed that any sums of any nature that remain due by the Client on the day of departure for the stay and/or optional services as well as any costs of refurbishment and/or replacement in the event of degradation (including smoke odor) and/or malfunction and/or missing property or equipment in the accommodation unit may be deducted from the security deposit referred to in Article 2. After the keys have been returned, payment of the invoices presented by the Operating Company, and in the absence of degradation (including smoke odor) and/or malfunction and/or missing property or equipment in the accommodation unit, the security deposit will be refunded to the Client via the credit card used for payment.

# Article 5: Cancellation - Non-presentation - Early Departure - Stay Extension.

5.1. To be valid, any cancellation must be notified in writing either by email addressed to the Residence whose address is indicated in the Reservation confirmation email referred to in Article 2 or directly by replying to the Reservation confirmation email received by the Client, the effective date of cancellation being the date of receipt of the notification by the Residence. 5.2. Any reservation can be canceled free of charge up to five (5) days before the day of arrival. From this date, by which the Client must have fulfilled the conditions referred to in Article 2 for the reservation to be valid and firm, any cancellation and/or non-presentation of the Client on the day of arrival will result in:

- invoicing of the full price of the stay for stays of less than seven (7) nights included;
- invoicing of the price of the stay up to a maximum of seven (7) nights for stays of seven (7) nights or more. Any remaining balance owed by the Operating Company (i.e., the difference between the price paid at the time of booking and the amount actually due by the Client taking into account the cancellation or non-presentation and the duration of the reserved stay) will be refunded, and the security deposit will be refunded to the Client via the credit card used for payment. 5.3. Any early departure during the stay will result in:
- invoicing of the full price of the stay based on the reserved stay duration for stays reserved for less than twenty (20) nights included,
- invoicing of the price of the stay actually executed, in addition to the invoicing of the reserved stay price and remaining to be executed up to twenty-one (21) nights, for stays longer than twenty-one (21) nights included. Any remaining balance owed by the Operating Company (i.e., the difference between the price paid at the time of booking and the amount actually due by the Client considering the early departure and the duration of the reserved stay) will be refunded to the Client via the credit card used for payment. The security deposit will be refunded according to the terms provided in Article 4.3. 5.4. The duration of the stay is as agreed in the booking confirmation communicated to the Client. However, this duration may be

extended at the Client's request subject to availability, at the discretion of the Operating Company or the Residence, without the Client being entitled to remain in the same accommodation unit and at the price in effect on the date of the extension.

# Article 6: Transfer.

If exceptional events or circumstances beyond the control of the Operating Company make it impossible either to take possession of the reserved accommodation unit on the day of arrival or to continue the stay, the Operating Company may either propose a transfer for all or part of the reserved stay to another residence offering similar services, or proceed with the refund of any sums already paid, the Client being unable to claim any compensation, refund, or compensation due to the exceptional nature of the event or circumstances.

# Article 7: Condition and Use of the Premises.

The accommodation unit is delivered in good condition of maintenance, repair, and cleanliness. The Client undertakes to use the accommodation unit, its equipment, and more generally the Residence peacefully and to return the accommodation as such at the end of the stay. Any damage, malfunction, or missing item must be reported to the Residence reception by the Client upon arrival, failing which the Client will be presumed responsible, and the Operating Company reserves the right to apply the provisions of Article 4.3 hereof. The Client is also responsible for the access means to the accommodation unit given to him upon arrival and must return them in good condition at the end of the stay, failing which the Client will bear the cost of refurbishment or replacement, which will be invoiced and paid by the Client, if necessary, as provided in Article 4.3 hereof. The Operating Company reserves the right to enter the accommodation unit for maintenance or security purposes.

# Article 8: Occupancy.

The number of occupants may not exceed the accommodation unit's capacity. If it is found that the number of occupants exceeds the accommodation unit's capacity, the Operating Company reserves the right, either to immediately terminate the stay, the Client being unable to claim any compensation, refund, or compensation, or, subject to availability, to proceed with a substitution of accommodation unit at the expense of the Client.

# Article 9: Termination.

The Operating Company reserves the right to terminate the Client's stay and that of any occupants in case of serious breach, including a breach of the payment obligation and/or in case of conflicting, abnormal, and/or inappropriate behavior likely to disturb the stay of other occupants or in case of disturbance to the tranquility of the premises and this without any compensation, refund, or compensation. The Client and any occupant in his name must immediately leave the premises and may otherwise be evicted, if necessary with the assistance of the public authorities. Article 10: Liability.

The Operating Company cannot be held liable in case of theft, damage, or disappearance of personal effects (such as clothing, luggage, and various objects) in the accommodation units, including, if applicable, in common areas, parking lots, and any other outbuildings or annexes of the Residence. Pet owners, when admitted, are fully responsible for any damages they may cause to property and persons and must be insured accordingly.

Article 11: Claims - Mediation of Consumer Disputes.

The mediation procedure is open only to SERGIC RESIDENCES SERVICES Clients who have the status of consumers and can only be carried out after exhaustion of internal amicable recourse procedures. A consumer is defined as any natural person acting for purposes that do not fall within the scope of their commercial, industrial, artisanal, or liberal activity.

- Internal amicable recourse procedures: Any claim can be addressed: either by email to the Residence whose address is indicated in the Reservation confirmation email; or by registered letter with acknowledgment of receipt to the following address: SERGIC RESIDENCES SERVICES - TBF - 87 rue du Fontenoy -Blanchemaille Euratechnologies, 59100 ROUBAIX
- Mediation: The recourse is considered exhausted if the response to the claim does not satisfy the Client or if no response is received within 60 days after receipt of the claim. When internal amicable recourse procedures have been exhausted, the Client has the option to freely contact the consumer mediator responsible for the professional, namely "Association des Médiateurs Européens" (A.M.E. CONSO): either by completing the form provided for this purpose on the AME CONSO website: <a href="http://www.mediationconso-ame.com/">http://www.mediationconso-ame.com/</a> or by postal mail: AME CONSO, 11 Place Dauphine, 75001 PARIS.

Article 12: Opposability of General Terms and Conditions of Sale.

The Client's agreement regarding the General Terms and Conditions of Sale occurs during the reservation. The finalization of the reservation by the Client constitutes acceptance. In case of discrepancy, the French version of the General Terms and Conditions of Sale prevails over the English version.

Article 13: Data Protection.

All personal data collected during the reservation process is mandatory for the processing of the stay. They are processed and kept in accordance with the Personal Data Protection Charter available at any time at the address <a href="https://www.sergic.com/politique-de-confidentialite/">https://www.sergic.com/politique-de-confidentialite/</a>. The duration of retention of personal data, the reminder of the rights of Clients relating to them, and the methods of exercising these rights are notably specified in this Charter.

Article 14: Applicable Law - Jurisdiction Attribution.

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 be the exclusive jurisdiction of the competent courts of the registered office of the company SERGIC RESIDENCES SERVICES.