

TERMS OF SALES

Zenitude Groupe SARL operates, directly or indirectly, Tourist Residences (hereinafter the Apart'hotels) in France under the brands Zenitude Hôtel-Résidences, Zenitude Relais & Spa, Zen'Etudes by offering the rental of apartments hereinafter the(s)) Apartment(s).

These general conditions of sale (hereinafter CGV) apply to all reservations made within an Aparthotel member of the Zenitude Groupe network (hereinafter referred to as "Zenitude"). Any reservation for a stay implies, regardless of the direct sales channel used, acceptance of these General Terms and Conditions.

Article 1. Reservation

1.1 The reservation of an apartment is only valid after written confirmation of its acceptance by Zenitude in the form of an email sent to the customer and summarizing the conditions of the reserved stay.

1.2A multiple reservation is a reservation for nine (9) apartments or more, in the same aparthotel and made by the same legal entity or natural person. In the event of multiple reservations, a specific group contract must be concluded, which will prevail, in the event of contradiction, over the provisions of all the General Terms and Conditions.

1.3 The Customer declares that his reservation is made for his personal needs:

- The reservation is personal and cannot under any circumstances be transferred to a third party, whether free of charge or for a fee.
- The choice of reserved services is its sole responsibility.
- He is prohibited from carrying out any commercial, artisanal or professional activity in the apartments.

Article 2. Prices

2.1 Hosting service: the prices for the accommodation service are per apartment and per night, and include charges (water, electricity, heating).

Prices vary depending on the reservation date, the start date of the stay, the length of the stay, specificity (specific view, balcony/terrace, air conditioning, etc.), the type of apartment (studio, 2 rooms, etc.) , the number of people occupying the apartment (within the maximum authorized per apartment) and the rate type (Flexible, Semi-Flexible, Non-Flexible).

Zenitude offers 2 types of prices:

- Flexible rates: these rates require a guarantee upon reservation (see article 3 below), full payment or the balance upon arrival at the aparthotel (see article 4 below), and allow total cancellation without charge under conditions (see article 5 below).
- Semi-Flexible rates: these rates require a guarantee upon reservation (see article 3 below), full payment or the balance upon arrival at the aparthotel (see article 4 below), and allow total cancellation without charge under conditions (see article 5 below).
- Non-Flexible rates: these rates require full prepayment upon booking (see article 4 below), and do not allow cancellation (see article 6 below).

Zenitude Group applies decreasing rates in relation to the length of stay: for stays of 4 nights or more, the price of the accommodation service is reduced from the first night, in all apartment hotels and on all the periods (except special conditions specified at the time of booking).

All reservations, regardless of their origin, are payable in the local currency of the aparthotel.

In the event of a contradiction between the number of people indicated when booking and the number of people on the day of arrival, a flat-rate supplement of €12 per additional person per night may be applied on arrival, the accommodation of people in excess being conditioned on the capacity of the Apartment(s) reserved.

Additional services and services are not included in the price of the accommodation service.

2.2 Household:

- Prices for stays of more than 2 nights include: 1 express cleaning (without change of sheets and towels) and end-of-stay cleaning
- Stays of more than 7 nights include: 1 weekly cleaning (with change of sheets and towels – cleaning of the apartment excluding kitchen and dishes) and end-of-stay cleaning

An additional cleaning service may be requested directly at the reception of the Aparthotel and will be charged in addition according to the current rate in the list of additional services.

2.3 Breakfast Service: some rates include breakfast; in this case, breakfast is included for the entire length of stay and for all people included in the reservation.

For all other rates, breakfast is not included and must be paid extra on site.

Breakfast is free for children until the day before they turn 3, subject to a minimum paid Breakfast.

Breakfast is at a reduced rate for children until the day before they turn 12, subject to a minimum paid Breakfast

2.4 Additional services: Unless expressly included in an offer, additional services (parking, grocery shopping, late check-in, etc.) will be charged extra.

2.5 Promotional offers: promotional offers are subject to special conditions, communicated with the offer. Promotional offers cannot be combined.

2.6 Tariff changes: Zenitude reserves the right to modify prices in the event of a legislative and/or regulatory change likely to result in a variation in prices (and in particular modification or creation of taxes). Any modification or creation of new legal or regulatory taxes imposed by the competent authorities will be automatically reflected in the prices indicated on the invoice date.

2.7 Tourist tax is not included in the prices. Its amount is determined per person and per day and varies depending on local regulations and residence classifications in force. It must be paid depending on the case either on site or when booking. Zenitude cannot be held responsible for the amount in effect.

2.8 Price "From": The prices indicated in the communication materials and on the website associated with the mention "From" are indicative of offers made for specific lengths of stay, periods and cities.

2.9 Baby policy: Accommodation is free for all children under three (3) years of age, provided that this has been indicated at the time of booking. Baby kits (chair and bed) are available to customers upon reservation at reception, and while stocks last.

Article 3. Guarantees

3.1 Hosting service: all reservations must be validated with a credit card number valid for the entire duration of the stay.

3.2 Long stay conditions

Stays of more than 29 consecutive nights are categorized as "long stay rates". As such, they are linked to different general conditions of sale and therefore not set out in these conditions. The General Terms and Conditions differ depending on their duration but also whether they are addressed to a legal or natural person and are subject to reinforced guarantees.

Article 4. Payment methods : Below is the list of available payment methods.

- For payment on the Zenitude website: by credit card (Mastercard, Visa, AMEX) for all apartment hotels
- For payment on the website of an external partner: refer to the possible payment methods on the said site
- For payment made in an aparthotel: subject to acceptance by the establishment, by cash (in compliance with the regulations in force on the date of payment), bank card (Mastercard, Visa, AMEX), or bank transfer .

Payments by holiday vouchers are accepted in Zenitude aparthotels located in France and issued by an authorized French organization.

Article 5. Cancellation / modification of the reservation

5.1 Conditions for total cancellation of the reservation:

5.1.1 For reservations on Flexible rates, The customer is reminded that, in accordance with article L242-3 of the consumer code, he does not have the right of withdrawal provided for in article L221-28 of the same code. Any cancellation must be notified in writing to the Operating Company. The effective date of a written cancellation will be the date of receipt thereof. In the event of cancellation, compensation must be paid to the Operating Company according to the application criteria detailed below:

- ⇒ **Stay between 1 and 4 nights:** for any reservation canceled until 2:00 p.m. on the day of arrival (6:00 p.m. for Zenitude Le Parc de l'Escale, Toulouse Métropole, Bordeaux Aéroport, Magny les Hameaux and Zenitude Relais & Spa), no fees will be applied. Beyond that, one night will be charged
- ⇒ **Stay between 5 and 29 nights :** for any reservation canceled up to 24 hours before arrival, no fees will be applied. Beyond that, 20% of the duration initially reserved will be requested, at the rate announced at the time of booking or at the BAR rate (average rate of the day)
24 hours before arrival being considered as follows in this example: Arrival day Wednesday 07/06 for a stay of 15 nights, cancellation is free of charge if canceled Monday 05/06 before 2:00 p.m. Beyond that, fees apply as mentioned above

5.1.2 Regarding the additional services selected during the reservation: no cancellation made beyond the aforementioned deadlines will be taken into account by Zenitude. The amount of additional services reserved will remain payable in full.

5.1.1 For reservations on Semi-Flexible rates

⇒ The customer may cancel their entire stay within 21 days before their arrival.

5.2 Conditions for modifying the reservation:

The duration of the stay is that provided for in the reservation confirmation or in the accommodation offer. Subject to availability and at the discretion of the Operating Company, the duration of the stay may be extended, without obligation to remain in the same apartment or at the same price. In the event of an extension of stay accepted and the application of a new price, this will be applicable from the first effective day of the extension.

In the event of early departure, excluding reservations subject to a promotional or non-refundable rate:

- ⇒ **Stay between 1 and 4 nights:** Cancellation must be announced before 11:00 a.m. on the day of departure. Example: for a duration of 4 nights (arrival Monday and departure Friday) with departure on the 2nd day, cancellation must be made on Wednesday before 11:00 a.m. otherwise the night from Wednesday to Thursday will be charged.
- ⇒ **Stay between 5 and 29 nights:** a penalty will be charged corresponding to 30% of the amount of the remaining stay

5.2.1 For Semi Flexible rates, any changes to your stay must be made 21 days before arrival

5.3 Notification:

To be taken into account, any modification (total or partial cancellation - extension) must be notified:

1. directly from the apartment hotels by email or via the reservation system (cancellation of the reservation can be made directly on the site www.zenitude-hotel-residences.com) when the reservation was made directly with Zenitude.
2. to the service provider with whom the reservation of the apartment was made in other cases.

Article 6. Non-exchangeable / non-modifiable / non-refundable / non-cancellable stays and offers

Reservations on Non-Flexible rates (For example: "Prepaid" rate, "Advance rate" rate, "Weekend" rate and current promotional offers) are non-exchangeable, non-refundable.

For these stays, the following conditions cancel and replace the cancellation and modification conditions mentioned above:

Prepayment of the total amount of the stay: all reservations must be accompanied by payment of 100% of the total price of the stay. Otherwise, the reservation will not be guaranteed.

Non-cancellable, non-refundable, non-exchangeable and non-modifiable: taking into account the preferential rate granted by Zenitude, subscription to the offer and/or reserved stays cannot be canceled, refunded, exchanged or modified. No request for modification or cancellation will be taken into account. The provisions of Article 5 are therefore not applicable. Therefore, regardless of the date the reservation is canceled, Zenitude will apply a cancellation fee equivalent to the entire stay. Optional services possibly reserved and invoiced cannot give rise to any reimbursement.

No show at the place of stay: if the occupant does not show up on the day of arrival, Zenitude will not issue any refund.

Article 7. Arrival and departure

Upon arrival, the bank card used for booking as well as a valid ID in the same name as the bank card must be presented. Otherwise, access to the accommodation may be refused by Zenitude.

For France :

In accordance with the provisions of the Code of Entry and Stay of Foreigners and the Right to Asylum, upon arrival each Client of foreign nationality, including European Union nationals, will be asked to complete an individual form, form which may already be pre-filled by Zenitude. This form must be kept for 6 months and may be transmitted to the police or gendarmerie services upon request. Refusal to complete or sign such a form is considered a legitimate reason for refusal of sale.

A valid ID must be presented upon arrival by each occupant over 15 years old.

Access to accommodation is from 3:00 p.m. (local time) on the day of arrival.

Accommodation must be vacated before 11:00 a.m. (local time) on the day of departure. Beyond that, an additional night will be charged.

These times are provided for information purposes only and may be different for certain apartment hotels.

Article 8. Security deposit

For all individual customers, without a signed rate agreement with the opening of a company account to cover damages caused in the apartment, a valid bank card will be requested on arrival for pre-authorization. The pre-authorization request allows the hotelier to check the validity of the customer's bank card and their final payment capacity. The pre-authorization is a sum of money which will, in certain cases, be blocked in the customer's account at the request of the hotelier. A customer may thus have

their pre-authorization request refused due to exceeding the ceiling, which will prevent them from accessing the room they thought they had reserved.

For hotel nights, the longer the stays (2, 3, 4, 5 nights, etc.), the higher the pre-authorization requests can be, the hotelier being able to guarantee the customer's ability to pay properly the final amount.

The security deposit or Pre-Authorization will be returned at the end of the stay after the room has been checked by the housekeeper or maid

The pre-authorization covers:

- compensation retained for the purpose of repairing any damage caused by the occupants and/or their animals (namely all damage and/or disturbances of any nature whatsoever both in the private areas and in the common areas of the apartment hotel),
- unpaid services including optional ones consumed on site (breakfast, parking, etc.),
- costs incurred in the event of loss of the apartment keys given upon arrival,
- or additional cleaning/refurbishment if necessary.

Detailed information is available from each apartment hotel.

Article 9. Occupation

The number of occupants cannot exceed the accommodation capacity provided for the reserved apartment. All children aged 3 and over are considered full occupants.

Zenitude informs you that it is not possible to install additional beds in the Apartments (possibility of adding a travel cot for a baby on request and subject to availability).

Article 10. Minors

Zenitude Aparthotels cannot accommodate minors under 18 years of age unaccompanied by their legal representatives. Consequently, Zenitude may require any supporting document in order to verify the correct application of this provision. In the event of a violation of the latter and as soon as it is noted, Zenitude will cancel the reservation, or immediately end the stay.

Article 11. Personal data

11.1. Introduction

These standard contractual clauses aim to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (Regulation General Data Protection [GDPR]).

The "Data Controller" in the context of the execution of these General Terms and Conditions is SARL Zenitude Groupe, 12 rue de La Haye, 67300 Schiltigheim.

And the "Person concerned" by the processing of personal data is the customer.

11.2. Zenitude Groupe's commitment to the protection of personal data

- **Determined purposes**

The processing implemented by the Data Controller aims to manage the stay reservation and any follow-up given to the customer file.

- **Personal data collected**

The personal data collected is limited to the data strictly necessary for carrying out the processing. The personal data collected is in strict compliance with Article 6 of the GDPR.

The Data Controller may ask you, in your capacity as a Zenitude Groupe customer, for information about yourself and/or members of your family. This collection is limited to the information necessary to achieve the purposes.

In particular, title, last name, first name, email, postal address, telephone number, bank details, age, police file, identity card, etc.

- **Shelf life**

Zenitude Groupe only retains personal data for limited periods of time proportionate to the processing purposes.

- **Subcontractors**

Zenitude Groupe undertakes to only use subcontractors providing sufficient guarantees regarding the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the GDPR.

This may include a distributor (Booking.com / Expedia / HRS / Hotelbeds / Leboncoin, non-exhaustive list, etc.), directors and receptionists of Zenitude Groupe sites and residences.

- **Exercise of rights**

In accordance with the Data Protection Act and the GDPR, you have the following rights:

- Right to block or erase your personal data (article 17 GDPR), when they are inaccurate, incomplete, equivocal, out of date, or whose collection, use, communication or conservation is prohibited (find out more) ;
- Right of access (article 15 GDPR), rectification (article 16 GDPR), updating, completeness of your data (find out more)
- Right to withdraw your consent at any time (article 13-2c GDPR)
- Right to limit the processing of your data (article 18 GDPR)
- Right to object to the processing of your data (article 21 GDPR) (learn more)
- Right to portability of the data that you have provided to us, when your data is subject to automated processing based on your consent or on a contract (article 20 GDPR)
- Right to lodge a complaint with the CNIL (article 77 GDPR)
- Right to define the fate of your data after your death and to choose whether we communicate (or not) your data to a third party that you have previously designated (learn more). In the event of death and in the absence of instructions from you, we undertake to destroy your data, unless their retention proves necessary for evidentiary purposes or to meet a legal obligation.

These rights can be exercised by simple request by email to the address dpo@zenitude-groupe.com, or by mail to Zenitude Groupe, 12 rue de la Haye, 67300 Schiltigheim, indicating their contact details (surname, first name, address and a copy of a signed identity document) and a legitimate reason when this is required by law (in particular in the event of opposition to processing).

In the event of communication of a copy of an identity document to prove your identity, we will keep it for one (1) year or three (3) years when this communication is made as part of the exercise of a right of opposition .

To better understand your rights, you can also consult the website of the Commission Nationale de l'Informatique et des Libertés, accessible at the following address : <http://cnil.fr>.

- **Privacy and security**

Zenitude Groupe implements technical and organizational measures to protect your personal data against accidental or unlawful alteration or loss or unauthorized use, disclosure or access.

In the event of a data breach, personal data is compromised (lost, stolen, damaged, unavailable...), we notify this breach to the relevant data protection authorities and the data subjects, if the breach is likely to generate high risks for the rights and freedoms of individuals, in accordance with articles 33 and 34 of the GDPR.

Article 12. Internal regulations

Internal regulations are displayed in each Aparthotel and/or Apartment. Each occupant is presumed to have validly read it. The occupant undertakes to keep the movable property made available to him in the Apartment in good general condition and must declare any defect or malfunction to reception. Furthermore, customers are reminded that they must close access to the apartment (window, window(s) and front door) when they leave the premises.

The Zenitude group cannot be held liable in the event of failure to comply with the provisions of these internal regulations.

Zenitude reserves the right to enter the apartments to carry out cleaning, check the general condition, carry out technical maintenance and enforce safety conditions.

Animals: With exceptions (inquire at the Apart'hôtel) and subject to notifying the establishment, only dogs and cats are allowed in the Apart'hôtels, upon presentation of an anti-rabies certificate and a certificate of suitability for keeping dogs if the category to which they belong so provides. A daily fee must be paid and will be collected on site. Assistance dogs and guides for the blind are accepted free of charge.

Category 1 and 2 dogs defined as dangerous are prohibited in our establishments.

Pets accepted must not harm the peace and security of people. Their guards must respect basic hygiene rules and the integrity of all facilities.

Pets are not allowed to roam freely within the property and must be kept on a leash in common areas. They are prohibited around swimming pools and in breakfast rooms.

In any case, animals remain under the full responsibility of their guardian.

Wireless: The Zenitude Appart'hôtels offer free WIFI access allowing guests to connect to the internet. Zenitude cannot be held responsible for the quality of the WIFI network. The Client undertakes to ensure that the computer resources made available to it by Zenitude are not used in any way for the purposes of reproduction, representation, making available or communicating to the public works or objects protected by a copyright or a related right, such as texts, images, photographs, musical works, audiovisual works, software and video games, without the authorization of the holders of the rights provided for in books I and II of the property code intellectual property when this authorization is required. The Customer is required to comply with the security policy of the aparthotel's internet access provider, including the rules for using the security means implemented with the aim of preventing the illicit use of resources. computer systems [or other name used in the company's IT charter], and to refrain from any act detrimental to the effectiveness of these means. If the Customer does not comply with the above-mentioned obligations, he risks being accused of counterfeiting (article L.335-3 of the intellectual property code), punishable by a fine of 300,000 euros and three years' imprisonment. .

In the event of non-compliance by the Customer with one of the provisions of the Internal Regulations, or in the case of behavior contrary to good morals and public order, Zenitude may be required to ask the Customer to leave the establishment without no compensation and/or without any reimbursement if payment has already been made. In the event that no payment has yet been made, or in the case of partial payment, the Customer must pay the price of the nights consumed before leaving the establishment. Zenitude also reserves the right to file a complaint or report the facts to the competent authorities.

Article 13. Liability - Applicable regulations

13.1 Zenitude aparthotels have status and regulations relating to the French market.

Thus, it should be understood that rental in a Tourist Residence does not fall within the scope of the responsibility of hoteliers. Consequently, Zenitude cannot be held liable in the event of loss, theft or damage to personal effects in its establishments classified as Tourist Residences, whether in the apartments or in the car parks or common premises.

The prescription for sums due for services sold by Zenitude does not fall within the scope of hotel prescription (article 2272 of the Civil Code). As an exception to article 2244 of the Civil Code, the sending of a RAR letter by Zenitude to any debtor customer interrupts the limitation period applicable in this matter.

13.2 The General Conditions of Sale are governed by French law, without prejudice to the law applicable under the provisions of private international law. This is the case for substantive rules as well as for formal rules.

13.3 The photographs presented on the site and/or the catalog are not contractual. Even if all the best efforts are made so that the photographs, graphic representations and texts reproduced to illustrate the aparthotels presented give as accurate an overview as possible of the accommodation services offered, variations may occur, in particular due to change furniture or possible renovations. The customer cannot claim any claim as a result.

Article 14. After-sales

The on-site teams are available to customers during their stay to respond to their complaints, resolve any problems observed and allow them to fully enjoy their stay. You should contact them for any requests.

Any complaint, after the client's stay, must be submitted, within 2 months from the date of departure:

- a letter sent, by registered letter with acknowledgment of receipt, to Zenitude – 12 rue De La Haye, 67300 Schiltigheim, or
- sending an email to the address: **contact@zenitude-groupe.com**

In the event of a complaint, the following elements must be communicated: the reservation number, the location and dates of the stay, the type of apartment reserved, the reason for the complaint, and any supporting documentation useful for processing the request.

In the absence of an amicable resolution of the dispute with the Customer Relations Department, formalized in writing, a mediation procedure can be initiated by contacting the FEVAD (Federation of e-commerce and distance selling) whose contact details are as follows: 60 Rue La Boétie – 75008 Paris – <http://www.mediateurfevad.fr>.

Article 15. Removal

In the event of an exceptional event or the impossibility of making the reserved apartment available to the Client or in the event of force majeure, Zenitude may offer relocation, for all or part of the duration of the stay, to accommodation of equivalent category, for services of the same nature and subject to the prior agreement of the Client.

Article 16. Opposability of the General Conditions of Sale

Reserving a stay with Zenitude implies acceptance of its General Terms and Conditions. These General Terms and Conditions apply for the entire duration of their posting on the website. https://www.zenitude-hotel-residences.com/fr_FR/ – <https://pariscdq.zenitude-relais-spa.com/fr/> and may be modified and/or supplemented at any time by Zenitude

As soon as it is posted online, the new version of the general conditions of sale will automatically apply.

In the event that the General Terms and Conditions conflict with the specific conditions of a price (non-modifiable, non-refundable public prices) or a contract (Company, Leisure, Group contracts, etc.), the latter will prevail.

The customer's agreement regarding the General Terms and Conditions and the conditions of sale linked to the reserved rate occurs during the reservation; the finalization of the reservation by the customer constitutes agreement.
The customer has the option of saving and editing the T&Cs using the standard functionalities of his browser or computer.

Article 17. Subsidiaries and operating companies

- These General Terms and Conditions apply to all members of the Zenitude network, namely: Zenitude Groups SARL Limited Liability Company with capital of €1,500,000, Head office: 12 rue de la Haye - 67300 - Siret: 520 816 489 00030 - RCS Strasbourg 520 816 486 - VAT number: FR57520816489 - 7010Z
- Its subsidiaries & companies Zenitude Hôtel-Résidences, Zenitude Relais & Spa, Zen'Etudes,
- Its principals, for sites operated under the Zenitude, Relais & Spa brands

Article 18. Intellectual property

Zenitude is and remains the sole owner of all intellectual property rights over studies, designs, models, prototypes, etc. carried out with a view to providing the service to the Client.

The Client therefore refrains from any reproduction or exploitation of said studies, drawings, models, prototypes, etc. without the express prior written authorization of Zenitude which may condition it on financial compensation.