

## GENERAL CONDITIONS OF SALE OF THE AMIVAC SITE

### 1. SCOPE

**1.1.** These general conditions of sale (hereafter the “General Conditions of Sale” or the “GCS”) shall govern any relationship between the company called SELOGER (referred to hereafter as the “Company”) and an Individual Owner in connection with the display of his/her Advertisements on the Amivac site published by the Company and located at the URL [www.amivac.com](http://www.amivac.com) (hereafter the “Site”).

An Individual Owner’s subscription to the Services proposed by the Company shall imply his/her unrestricted and unreserved acceptance of these GCS.

Insofar as these GCS are subject to modification, the applicable GCS shall be those in force and accessible on the Site on the date of the Individual Owner’s use of the Services.

### 1.2. Legal references:

#### 1.2.1. Site Publisher:

The Website is published by:

The company called SELOGER – a limited liability company with a capital of EUR 1 501 800, having its registered office at 65 rue Ordener 75018 Paris - France – registered with the Paris RCS B 425 074 481

Intracommunity VAT No.: FR 544 250 74 481

**1.2.2.** The Website’s **publication director** is Mr. Bertrand Gstalder.

**1.2.3. Contact:** the User can contact the Company:

- by ordinary letter to: SELOGER - AMIVAC – 65, rue Ordener 75880 Paris cedex 18
- by e-mail to the address [service@amivac.com](mailto:service@amivac.com)
- by telephone at 01 53 38 58 00 (no surcharge for the call) Monday to Friday from 8.00 a.m. to 7.00 p.m. and Saturday from 10.00 a.m. to 3.00 p.m., except for public holidays in France.

**1.2.4.** The Site is **hosted** by:

Iliad Entreprises

FREE SAS

8, rue de la Ville l’Evêque – 75008 PARIS

SIRET 42193886100034

Tel.: 08 99 70 01 01

Equinix France

114 rue Ambroise Croizat

93200 Saint Denis

France

Tel.: 01 48 17 65 00

**1.2.5.** The Company has taken out “*civil liability*” insurance with the company called MMA IARD Assurances Mutuelles 14 Bd Marie et Alexandre Oyon 72030 Le Mans Cedex 9.

## 2. DEFINITIONS

For the purposes of these GCS, the following terms with an initial capital, whether used in the singular or the plural, shall have the meanings indicated below:

- **Subscription:** shall mean the fee-paying plan having a fixed duration, selected by the Individual Advertiser from among the plans proposed by the Company, enabling him/her to benefit from the Advertisement Display Services.
- **Advertisement:** shall mean all the Individual Owner's data (particularly texts, visuals, photographs, etc., subject to the technical limitations indicated in particular in the Owner's Space) constituting an offer of rental Accommodation for a Holidaymaker that is hosted to be displayed on the Website.
- **Confirmation:** shall mean the document sent by e-mail to the Individual Owner, after payment of the Services, summarising the Service(s) selected by the Individual Owner.
- **Owner's Space:** shall mean an Individual Owner's personal Space exclusively accessible with a specific personal identifier and password sent by the Company, which enables him/her to administer the hosting and display of his/her Advertisement(s) and his/her Subscription;
- **Internet User:** shall mean all the Internet users visiting the Website.
- **Accommodation:** shall mean, indiscriminately, any property intended to be used as accommodation by a Holidaymaker (apartment, villa, bedroom, caravan, land to put up a tent, etc.) fulfilling the legal criteria for a specific valid physical address, which the Individual Advertiser proposes as a rental to the Holidaymaker via an Advertisement, the availability date of which shall be subsequent to the date of the request to display the Advertisement.
- **Owner or Individual Owner:** shall mean exclusively an adult individual using the Services for exclusively personal and private purposes.
- These GCS shall be applicable only to Individual Owners, excluding owners using the Services for exclusively professional purposes.
- The Owners shall be responsible for verifying their status as an individual or professional in light of the regulations applicable to each of their situations.

**In accordance with Article D111-8. II of the Consumer Code, the Owner is informed that presenting itself as a consumer or a non-professional whereas it is acting in a professional capacity shall constitute a misleading commercial practice punishable by the penalties set forth in Article L.132-2 of the Consumer Code, namely a term of imprisonment of two years and a fine of EUR 300,000. The amount of the fine may be increased, proportionately to the advantages obtained from the offence, to 10% of the average annual turnover calculated on the basis of the preceding three annual turnovers known on the date of the facts, or to 50% of the expenses incurred to create the advertisement or perform the practice constituting the offence.**

A professional Owner wishing to benefit from the Services proposed by the Company on the Site shall be required to fill out a contact form on the following page: [LINK](#).

The Company formally undertakes not to register any Owner on the Site that does not have a sufficiently legal capacity to enter into a contract.

- **Server(s):** shall mean a computer hosting an applications service and having a large quantity of disk space where files are stored.
- **Services:** shall mean the services provided by the Company on the Website, in particular the Advertisement Display Services, described in Article 4 of these GCS.
- **Advertisement Display Services:** shall mean the services of hosting and display of an Advertisement on the Media, subject to specific conditions dictated by the Subscription selected by the Individual Owner.
- **Optional Services:** shall mean the optional services subscribed to by an Individual Owner enabling an Advertisement to benefit from particular additional and more favourable display conditions.
- **Website:** shall mean the website [www.amivac.com](http://www.amivac.com).
- **Associated Sites:** shall mean the interactive electronic services operated by companies belonging to the SELOGER.COM Group, on which the Advertisements are likely to be displayed.
- **Partner Websites:** shall mean the interactive electronic services operated by third parties that are the Company's partners, with which the Company has entered into agreements to display Advertisements on their respective Website(s).
- **Promotional Media:** shall mean any kind of medium that the Company uses to promote the Website and its content and that is therefore likely to contain all or part of some Advertisements (for example: communication on the social networks, brochures, ad-words, etc.).
- **Media:** shall mean indiscriminately the Website, the Associated Sites, the Partner Websites and the Promotional Media.
- **Users:** shall mean all the Internet users visiting the Site who may potentially be interested in reserving with Owners Properties they have proposed for rental and the Individual Owners with whom the Internet users are likely to enter into a relationship via the Site.
- **Holidaymaker:** shall mean any adult and legally capable individual visiting the Site and looking for Accommodation for a short period of time; without such accommodation being intended to become his/her principal place of residence.

### 3. PURPOSE

The Company shall provide Advertisement hosting and display services on the Site for seasonal Accommodation rentals. The Site's purpose is also to facilitate contacts between Individual Owners and Holidaymakers, particularly requests for information concerning the Accommodations featured in the Advertisements.

The Advertisements displayed on the Site may also be displayed on the Associated Sites, the Partner Sites and the Promotional Media, which the Individual Owner expressly accepts.

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

**4.1.** The Services provided by the Company on the Site consist in particular of enabling an Individual Owner to:

- create a personalised space called an “Owner’s Space” via which an Individual Owner shall be able to (i) administer the hosting and display of his/her Advertisement(s) on the Site, and (ii) manage the requests for information concerning his/her Advertisements;
- benefit from Advertisement display Services;
- benefit, as the case may be, from Optional Services;
- be contacted, as the case may be, by an Internet User in relation to an Advertisement.

**4.2.** The Services are further described below and on the Site, it being specified that the Services proposed by the Company may be modified at any time.

**4.3.** The Individual Owner unrestrictedly and unreservedly acknowledges that he/she was provided with full information about the Services before subscribing to them and that the offer of Services is consistent with the conditions that are required for services provided at a distance, particularly via the Internet and in particular in accordance with Articles L221-5 and following of the Consumer Code.

#### **5. ADVERTISEMENT DISPLAY SERVICE**

##### **5.1. Owner’s Space:**

In order to be able to display his/her Advertisements on the Site and benefit from the Services proposed by the Company, the Individual Owner shall be required to create an account by registering on the Site using the subscription form enabling him/her to create his/her Owner’s Space.

The Owner’s Space proposes various tools to the Individual Owner to manage his/her holiday rentals and the various requests for information sent by Holidaymakers, to consult the statistics relating to his/her Advertisements, etc.

To create his/her Owner’s Space, the Individual Owner shall provide or enter the identity information concerning him/her (surname, first name, valid e-mail address, telephone number, etc.) and select a password.

The Individual Owner represents and warrants in this respect that the information indicated above provided or entered by him/her is accurate and valid and that the e-mail address and telephone number entered when creating his/her Owner’s Space and subsequently are perfectly valid and functioning.

When creating his/her Owner’s Space, the Individual Owner shall have a unique identifier (e-mail address) and a password which are strictly personal and which he/she undertakes to keep confidential and not to transmit to third parties.

The Individual Owner shall alone be authorised to access the Services and use them by means of his/her unique identifier and his/her password. Any access to the Owner’s Space using his/her unique identifier and his/her password shall be automatically deemed to have been made by the Individual

Owner. Similarly, any access to Services using the identifier and password shall be subject to the Individual Owner's sole liability.

As a result, in the event of any loss, theft or fraudulent act in connection with his/her unique identifier and/or his/her password, the Individual Owner shall be required to inform the Company as promptly as possible and provide proof of his/her identity at that time by any and all means.

## **5.2. Subscription to the Advertisement Display Service:**

Once the Individual Owner has created his/her Owner's Space, he/she can then subscribe to the Advertisement Display Services according to the durations determined by the Company in the Subscriptions that are proposed, details of which are accessible by clicking [here. Link to the description of the offers](#)

### (i) Procedure:

In order to display one or more Advertisements, the Individual Owner shall follow the steps indicated below:

- connect to his/her Space;
- draft an Advertisement;
- upload his/her photographs to be featured in the Advertisement;
- select his/her Subscription;
- select, as the case may be, any optional Service;
- confirm the invoicing address;
- read and accept these GCS and agree that the Advertisement Display Service shall be delivered as promptly as possible without waiting for 14 days;
- pay the price of the Services subscribed to.

Once the Individual Owner's Advertisement has been created, he/she shall receive a Confirmation by e-mail comprising confirmation of the publication of his/her Advertisement within a variable period of 24 hours, due to certain technical operations.

### (ii) Subscription form:

In order to display his/her Advertisement on the Site, the Individual Owner shall be required to take a paying Subscription to display the Advertisements.

The Subscription price, specified in the price list available on the Site, shall depend on the duration selected by the Individual Owner from among the available Subscriptions described on the Site.

### (iii) Effective date of the Subscription:

The Subscription shall become effective from the date of the Individual Owner's actual payment of the Subscription:

- If the Individual Owner pays his/her Subscription on line on the Site by bank card, his/her Advertisement shall be displayed on the Site within a maximum of 24 (twenty-four) hours;
- If the Individual Owner pays his/her Subscription by cheque, the Advertisement shall be put on line when the payment is actually received by the Company.

### (iv) Duration of the Subscription:

- The Advertisement Display Service provided by the Company shall enable the Individual Owner to benefit from the display of his/her Advertisements on the Media for a fixed and non-

renewable duration selected by the Individual Owner from among the various Subscriptions proposed on the Site, during which time the Individual Owner may modify or withdraw his/her Advertisement at any time.

- As an exception, only in the event that the Owner has paid the price of his/her Subscription by bank card and provided that the Owner has given his/her express consent, his/her Subscription shall be renewed automatically for a duration that is identical to the initial duration and the price of the Subscription shall be deducted automatically.

The automatic extension of the Subscription period may be disabled by the Owner at any time before the end of the period in question from his/her Owner's Space or by informing the Company of his/her intent to do so using the contact form available on the Site. The Subscription shall be disabled with effect only at the end of the Subscription period in progress.

In accordance with the provisions of Article L.215-1 of the Consumer Code, the terms of which are reproduced below, the Company shall inform the Owner of the possibility of not renewing the Subscription and of the latest date on which the Subscription can be terminated, at the earliest 3 (three) months and at the latest 1 (one) month before the date on which the Owner may refuse the renewal of his/her Subscription by e-mail sent to Company:

*“For contracts for the provision of services entered into for a fixed term with a renewal by tacit agreement clause, the professional service provider shall inform the consumer in writing, in a dedicated letter in the consumer's name or by dedicated e-mail, at the earliest three months and at the latest one month, before the end of the period during which renewal can be refused, of the option of not renewing the contract which he/she entered into with a renewal by tacit agreement clause. This information, presented in clear and comprehensible terms, shall mention the deadline for non-renewal in a clearly visible box.*

*When such information has not been sent to him/her in accordance with the provisions of the first paragraph, the consumer may terminate the contract at no cost and at any time as from the renewal date.*

*Any advances made after the last renewal date or, in the case of indefinite term contracts, after the date on which the initial fixed-term contract was converted, shall in this case be refunded within thirty days following the termination date, after deduction of the amounts corresponding to the performance of the contract up to that date.*

*The provisions of this article shall apply without prejudice to the provisions that legally render certain contracts subject to specific rules relating to consumer information.”*

- In the event that the Individual Owner wishes to de-publish his/her Advertisement (In other words take it off line without deleting it) or delete it before the end of his/her Subscription, he/she may not demand any refund of the Subscription price.
- When an Individual Owner takes out a Subscription but does not finalise the creation of his/her Advertisement, the Individual Owner may not demand any refund.

### **5.3. Optional Services:**

(i) The Individual Owner shall be able, as soon as he/she has taken out his/her Subscription or at any time during its duration (subject to availability in the Department selected for the “First Page”, option),

to have his/her Advertisement put in a prominent position for a fixed duration by selecting one or more paying Optional Services.

The range of available paying Optional Services shall be conditional upon the degree of priority of display that the Individual Owner wishes to give to his/her Advertisement.

The conditions for the subscription of the paying Optional Services can be accessed by the Individual Owner when subscribing to such Services.

(ii) To benefit from an Optional Service in relation to an Advertisement already being displayed, the Individual Owner shall follow the steps indicated below:

- connect to his/her Space;
- select the Advertisement for which he/she wishes to benefit from an Optional Service;
- read and accept these GCS;
- agree that the Optional Service be delivered as promptly as possible without waiting for 14 days;
- pay the price of the Optional Service subscribed to.

#### **5.4. Price – Payment conditions**

The Subscriptions and the Optional Services shall be provided for valuable consideration according to the price list available on the Website, the applicable price of which, expressed in euros including all taxes, shall be the price in force on the day the Subscription was made / the Optional Service was subscribed to.

A single invoice shall be issued for the Subscription and the Optional Services, paid upon subscription by cheque (except for the “*First Page*” option, where availability is calculated in real time and the service shall be activated no more than 24 hours after the purchase) or by bank card (CB, VISA, Eurocard, MasterCard).

Any bank charges caused by the payment shall be borne exclusively by the Individual Owner.

All payments by bank card shall be made using the SSL (Secure Socket Layer) 128 bits encryption technology.

The Individual Owner shall then receive by e-mail Confirmation of his/her payment, his/her Retraction Form and then confirmation of the publication of his/her Advertisement.

#### **5.5. Right of retraction:**

In accordance with the provisions of Article L 221-18 of the Consumer Code, the Individual Owner shall benefit from a legal right of retraction, pursuant to which he/she may decide to retract his/her subscription to the Services, without it being necessary to give any reason, for a period of fourteen (14) clear days following the Individual Owner’s receipt of the confirmation sent by the Company after he/she has subscribed to the Service.

- An Individual Owner wishing to exercise his/her right of retraction shall inform the Company at the latest within the fourteen (14) days provided above, by sending by e-mail or by letter by post to the Company:
  - either the duly completed retraction form accessible on the last page of these GCS and in the e-mail confirming the subscription to the Service, following the instructions indicated therein,
  - or any other completely unequivocal statement expressing his/her intent to retract.

- Any costs incurred in connection with sending the retraction form shall be borne by the Individual Owner.
- As promptly as possible after the Company's receipt of the retraction form materialising the Individual Advertiser's intent to exercise his/her right of retraction, the Company shall send an e-mail to the Individual Owner acknowledging receipt.
- In the event that a right of retraction is exercised with respect to the display of an Advertisement and/or an Optional Service whose performance has already commenced, at the Individual Owner's express request, before the end of the retraction period and has not yet been fully completed, the latter shall owe the Company an amount corresponding to the performance of the Service(s) until the communication of his/her retraction.

This amount shall be communicated by the Company and shall be proportional to the total price of the paying Service(s).

The Company shall refund to the Individual Owner an amount equal to the total amounts paid, reduced by the amount corresponding to the duration of performance of the paying Service(s) up to the notification of his/her retraction decision. The refund shall be made as promptly as possible and, in any event, no later than within fourteen (14) days of the date on which the Company was informed of the Individual Advertiser's decision to retract.

- The refund shall be made using the same means of payment as that used by the Individual Owner for the initial transaction corresponding to the paying Service(s), unless the Individual Owner expressly requests another means of payment, provided that the refund shall not result in any expenses being incurred by the Individual Owner.
- The right of retraction may only be exercised for Optional Services that have been fully performed by the Company at the Individual Owner's request, in accordance with Article L.121-28 – 1° of the Consumer Code.

## **5.6. Creation and display of the Advertisement:**

### (i) Creation of the Advertisement:

For the creation and display of the Owner's Advertisement, he/she shall enter the information relating to his/her Accommodation using the form made available to him/her on the Site, concerning particularly the location of the Accommodation, its description, the amenities proposed, prices, availabilities and registration number in the towns that have introduced it.

The Advertisement may only be put on line once the compulsory fields have been completed.

### (ii) Photographs and videos:

The Owner shall be able to publish up to 24 (twenty-four) photographs for each Advertisement.

The Advertisements shall appear on the Site in the form of a summary search result with a photograph of the rental referring to a full-page Advertisement.

The Owner shall also be able to publish a video describing the rental, by means of external video hosting providers (such as YouTube), the general conditions of which shall have been accepted in advance by Owner. The functioning of this service shall depend on the technical compatibility of the video medium with the Site's platform.



(iii) Display in the search results:

The rules relating to the classification of Advertisements on the Site are specified in the section "How our site functions" accessible from the Site's home page.

The Individual Owner is informed that the Internet Users are able to use an updating tool made available to them on the Site, with which they can target their searches by entering various criteria. Consequently, the Company's liability may not be sought in any manner whatsoever concerning the order in which the Advertisements are displayed and/or they appear following a search carried out by an Internet User.

(iv) Map:

A map showing the Accommodation's location shall be visible in each Advertisement published on the Site. To achieve this, the Owner shall guarantee that the address indicated in the Owner's Space for its Advertisement is accurate.

(v) Withdrawal of an Advertisement:

An Individual Owner may at any time suspend the display of an Advertisement. An Individual Owner who withdraws an Advertisement whereas his/her Subscription is still running shall not receive a refund of the cost of the Subscription.

**5.7. Request for information:**

(i) A Holidaymaker who is interested in an Accommodation shall send a request for information to the Individual Owner using the appropriate form accessible in the Advertisement.

The Owner shall receive the information request by e-mail and by SMS if he/she provided a valid e-mail address and a valid mobile telephone number (hereafter the "Alert Service"). An Owner who no longer wishes to receive alerts by SMS may at any time unsubscribe in his/her Owner's Space.

The Company proposes this service free of charge, the costs or expenses in connection with the use of this Service being borne by the Owner.

(ii) The Owner acknowledges and accepts that:

- the Alert Service is not infallible but is dependent on the connection and other factors that are out of the Company's control,
- the use of e-mails, particularly when travelling abroad, may be invoiced to the Owner in addition by the telephone or Internet network access providers.

(iii) Messages sent using the Site's internal electronic messaging system shall contain only genuine reservation requests. The Users undertake not to use the messaging system unduly, particularly to send unsolicited commercial communications (junk mail).

(iv) The Company shall use its best efforts to ensure that the Site's messaging system is protected. However, the Users acknowledge that, in the current state of technology, the Company is unable to give the assurance that no third party shall be able to use or access the messaging system to read, intercept or copy messages that are not intended for such third party

(v) Once the Holidaymaker's reservation request is accepted by the Individual Owner, the amount of the reservation shall be paid by the Holidaymaker directly to the Individual Owner, by the payment

method and according to the payment conditions defined between the Individual Owner and the Holidaymaker, subject to their full liability

The Holidaymaker shall finalise the conditions of his/her arrival (arrival time, services made available, etc.) directly with the Individual Owner and the Company shall not intervene at any time in the management of the rental

## **6. ACCESS TO AND AVAILABILITY OF THE SERVICES**

**6.1.** The Company shall use its best efforts to cause its Services to be available 24 hours a day and 7 days a week, independently of any maintenance operations performed on the Services and/or the Media and/or the Servers on which the Advertisements are hosted.

**6.2.** However, the Company reserves the right to suspend access to all or some of the Services for maintenance and/or improvement work. The User shall receive prior notice of interruptions of the Services to the extent that the Company is in a position to do so. In the event of an emergency, the Company nevertheless reserves the right to suspend all or some of the Services partially or wholly for a reasonable period of time to carry out any necessary technical operations. These interruptions of the Services may not give rise to any indemnification of the User.

For its supply of the Services, the Company shall be bound by a “best efforts” obligation.

**6.3.** The Company is not the publisher of the Partner Websites and the Associated Sites and also does not intervene as a technical service provider in their respect.

In addition, the Company may not be required to assume any obligation of access or availability concerning the above

**6.4.** The Company, which provides the technical service allowing the Users to use the information request form, shall in this regard only be bound by a “best efforts” obligation, it being understood that any failure and/or delay in sending or receiving messages may not incur its liability and neither can the use made of them by the Users bind the Company.

## **7. INTELLECTUAL PROPERTY**

**7.1.** The Company is the exclusive owner of all the intellectual property rights in the content of the Site. Any total or partial reproduction of the Site shall be strictly prohibited.

**7.2.** The Individual Owner represents that he/she owns all the rights in the texts, images and any other content of the Advertisement hosted on the Site. More particularly, he/she represents that he/she holds the necessary authorisations of the persons represented in all the photographs published in his/her Advertisement and that he/she holds the authorisation to use the photographs representing his/her Accommodation(s). In addition, the Individual Owner authorises the Company to reproduce all or part of the content of the Advertisement and the photographs that are provided in order to promote its rental or promote the Site on any medium published by the Company, the Associated Sites, the Partner Sites and the Promotional Media.

**7.3.** The Individual Owner shall assign to the Company all the intellectual property rights (reproduction, adaptation, translation, distribution, representation right, etc.) and more generally the rights in the Advertisements, with a view to creating a compendium of Advertisements for offers of Accommodation rentals on the Site, the Associated Sites, the Partner Sites and the Promotional Media.

The Individual Owner acknowledges that the Company has the capacity of a producer of Advertisement databases and, as necessary, shall assign to it, for no consideration, the rights he/she holds in this regard.

All the above-indicated rights shall be assigned to the Company on an exclusive basis, for the territory of the whole word and for the duration of protection of such rights.

## **8. THE COMPANY'S RIGHTS AND OBLIGATIONS**

**8.1.** The Company reserves the right to modify the Site's presentation at any time without giving the Individual Owner prior notice.

**8.2.** The Company may need to carry out occasional maintenance operations of the Site, which may lead to restrictions of access to the Site, it being understood that the Individual Owner may not make any complaint in this regard.

**8.3.** In the event that, in particular following a notification by a Holidaymaker, another Owner or an Internet user, the Company suspects that the data entered by the Individual Owner are incorrect, it shall reserve the option of verifying the Individual Owner's identity and title deed, it being specified that the Owner's express refusal or failure to reply may result in the immediate withdrawal of his/her Advertisement and the Individual Owner may not claim any indemnity in this respect.

## **9. THE INDIVIDUAL OWNER'S OBLIGATIONS:**

### **9.1. Information provided**

The Individual Owner undertakes to provide the Company with:

- information that is at all times exact, complete, accurate and truthful in terms of his/her contact details and all other information necessary for access to the Site, and to update such information promptly;
- information that is at all times exact, complete, accurate and truthful relating to the Accommodation(s) for which he/she wishes to have an Advertisement hosted and displayed on the Site; the Advertisement shall comprise in particular a precise, detailed and exact description corresponding to the real situation of the Accommodation.

### **9.2. Content of the Advertisements:**

The Individual Owner warrants that his/her Advertisement at all times:

- shall not be unlawful or contrary to principles of loyalty, decency, human dignity, public order and public morals;
- shall not infringe any third-party rights, particularly intellectual property rights, the right to personal portrayal, or otherwise consist of texts that are defamatory, insulting, offensive, obscene, that excuse the commission of crimes or offences and more generally that are contrary to the applicable laws or case law;
- shall comply with all the applicable legal and regulatory provisions and particularly the laws applying to seasonal property rentals, of which the Individual Owner represents and warrants that he/she is fully aware.

Any Advertisement that comprises material errors or might not comply with these GCS and is brought to the Company's attention may be suspended until modified by the Individual Owner so that it complies with these GCS.

The Individual Owner undertakes to publish exact, complete and updated information about his/her Advertisement (description of the Accommodation, prices and taxes of all kinds, as the case may be cancellation conditions, etc.) and may not demand conditions from Holidaymakers that are different from those described in the Advertisement.

The Individual Owner undertakes to give prominence, in the display of the rental prices or in the description of the rental, to the additional compulsory paying services so that there is total unambiguosness for the Holidaymakers as regards the prices.

The Individual Owner's failure to comply with his/her obligations as described in these GCS may have the consequence of the withdrawal of all the Individual Owner's Advertisements from the Site, the Associated Sites and the Partner Sites.

The Company reserves the right to refuse to publish an Advertisement if it deems that it is fraudulent or contrary to the provisions of these GCS.

**9.3** The forms made available by the Company to the Individual Owner shall be used in accordance with the relevant instructions present on the Site and may only be used in connection with the publication of an Advertisement on the Site for the Owner's Accommodation rental.

**9.4** The Individual Owner shall alone be responsible for the invoicing, accounting and payment to the competent authorities of any duty, tax or charge levied on the income he/she receives.

The Individual Owner is invited to refer to the information communicated on the Tax Administration's sites that explain the fiscal and social obligations to be assumed by him/her:

<http://www.securite-sociale.fr/IMG/pdf/eco-social-logement-meuble.pdf>

[https://www.impots.gouv.fr/portail/files/media/1\\_metier/1\\_particulier/EV/1\\_declarer/141\\_autres\\_revenu\\_s/eco-collabo-fiscal-logement-meuble.pdf](https://www.impots.gouv.fr/portail/files/media/1_metier/1_particulier/EV/1_declarer/141_autres_revenu_s/eco-collabo-fiscal-logement-meuble.pdf)

## **9.5. Prohibitions**

The Owner undertakes not to:

(a) use the Site's content, including the data published on the Site, by any automated means whatsoever or manually, more particularly, to copy, display, reproduce, process, translate or decompile them or to grant any right to use the data or otherwise to make them available to the public, whether intentionally or not or partially or wholly;

(b) use any automatic process or mechanism, such as indexing or other robots, to monitor the Site's content;

(c) use the Site or the Site's electronic messaging system for purposes other than the publication of Advertisements or sending valid messages (for example, to send unsolicited messages);

(d) transmit, send in any manner whatsoever or put in place any content or programme that might damage the system, or use any hardware or software having harmful content or containing damaging programmes;

(e) publish any content constituting an infringement of any other applicable criminal or other laws or regulations, particularly those relating to the protection of personal data and privacy, or incite any person to infringe them;

(f) access the Site or use it in a manner that may affect the computer system or the Site.

## **10. LIABILITY**

### **10.1 The Individual Owner's Liability:**

#### a – Use of the Site:

The Individual Owner shall alone be liable for the use he/she makes of the Site.

The Individual Owner shall be held to be solely and exclusively liable for all the financial consequences deriving from damage sustained by the Company as a result of content or a programme transmitted or sent by the Individual Owner that might damage the Company's equipment, particularly by damaging the system or its data or by causing the breakdown of the system or the appearance of failures in it. The financial consequences mentioned above shall include lawyers' and experts' fees.

#### b – Content of the Advertisements:

The Individual Owner represents, acknowledges and accepts that the Company merely hosts his/her Advertisement to be displayed on the Site and, as the case may be, on the Associated Sites, the Partner Sites and the Promotional Media, so that the Company has no part at all in the quality and/or lawfulness of his/her Advertisement, the same applying to the conclusion of a seasonal rental agreement between the Individual Owner and a Holidaymaker.

The Company hereby disclaims all liability in connection with the verification of compliance with any applicable laws or regulations by the Advertisements published by the Individual Owner; only the Individual Owner's liability may be incurred in the event of a complaint or dispute relating to the information inherent in his/her Advertisement.

Therefore, the Individual Owner acknowledges and accepts that the Company may not be held liable for any complaint, dispute or adverse judgment which might arise in relation to an Advertisement, and in general for non-compliance with the provisions of these GCS.

The Individual Owner shall guarantee the Company against any judicial and extra-judicial action or claim and/or any adverse judgment founded on non-compliance with his/her legal obligations or contractual commitments, particularly in relation to these GCS, concerning particularly his/her Advertisement(s), whatever the capacity of the claimant.

In this regard, the Individual Owner expressly undertakes to assume the costs, at the Company's first request, of all the consequences deriving from any such action or claim and/or adverse judgment, particularly any damages and/or criminal sanctions which might be ordered against the Company, and all the procedural costs occasioned by any such action or claim, including lawyers' fees.

#### c – Compliance with the applicable regulations:

Prior to the display of an Advertisement on the Site, the Individual Owner shall represent and warrant that the Advertisement and/or any stay by a Holidaymaker in the Accommodation that is the subject of an Advertisement shall not be in breach of any agreement, such as co-ownership regulations, leases or rental agreements, and that they shall comply with all applicable laws (such as the laws governing

rentals of residential property and other properties), fiscal obligations, rules and regulations that may apply to any Accommodation that is the subject of an Advertisement (including obtaining all the necessary permits, licences, authorisations and registrations).

In particular, it is understood that the Individual Owner of an Accommodation situated in French territory which has been published on the Site shall be solely liable for complying with the prior declaration or authorisation obligations provided in Articles L.324-1-1 of the Tourism Code and Articles L.631-7 and following of the Construction and Housing Code, as explained in detail in the [“Renter FAQ”](#). The information set out in these FAQ shall not constitute personalised advice but shall contain useful links to the provisions in force in France on the date they were written, subject to any subsequent modifications. The Individual Owner is invited to ensure they are accurate and up to date and to contact the services concerned, particularly municipal or a specialist advisor, for further clarifications concerning the legal or fiscal rules applicable to his/her situation.

By accepting these GCS, the Individual Owner formally declares that he/he is in compliance with the obligations set out above, prior to any rental of Accommodation that might be made via the Site.

## **10.2 The Company’s Liability:**

(i) The Company shall use its best efforts to cause the Site to be available 24 hours a day and 7 days a week, independently of any maintenance operations performed on the Site and/or the Server(s) on which the Site and the Advertisements is/are hosted. In this regard, the Company shall be bound by a “best efforts” obligation.

The Company may not be held liable:

- in the event that the Site is unavailable for reasons such as the breakdown of the public electricity network, the breakdown of the cable telecommunications networks, the loss of connection to the Internet network for which in particular the User’s public or private operators are responsible, which occur particularly as a result of strikes, storms, earthquakes or any other cause having the characteristics of a *force majeure* event
- when the Individual Owner uses the Site under conditions not complying with the terms of these GCS;
- within the limits of the applicable laws, for any consequential damage, including in particular lost profits, data or any other loss of intangibles, even if the Company was informed of the likelihood of such damage occurring, that may arise (i) from the use or impossibility to use the Site, or (ii) from the partial display or non-display of an Advertisement, or (iii) following an unauthorised User’s access to the Site.

(ii) The Company shall make available to the Individual Owner, via its Site, access to the Services, enabling the Individual Owners to display their Advertisement on the Site and the Holidaymakers and the Individual Owners to organise reservations of Accommodations directly between them. The Company shall not have the capacity of owner, supplier or operator of the Accommodations that are the subject of the Advertisements.

The Company and/or its Associated Sites shall be a third party to the contract entered into between the Individual Owner and the Holidaymaker. Its tort or contractual liability may not be incurred in any circumstances with respect to the conclusion, performance or cancellation of any contract entered into between the Individual Owner and the Holidaymaker or for the consequences, of whatever kind they may be, resulting from a dispute between the Individual Owner and the Holidaymaker.

(iii) The Individual Owner is fully aware that the Company cannot guarantee what may be the result of his/her Advertisement(s). The Company cannot in particular guarantee to the Individual Owner the conclusion of a rental agreement for his/her Accommodation. The Company shall not guarantee the Individual Owner that he/she shall have a volume of requests for contacts or reservations received following the display of his/her Advertisements, this motive not constituting a cause for termination of the Advertisement display contract.

## **11. TERMINATION – SUSPENSION**

**11.1.** In the event that the Individual Owner uses the Services in contravention of the terms of these GCS, the Individual Owner acknowledges and accepts that the Company shall have the option of suspending the hosting of his/her Advertisement on the Website and, as the case may be, on the Associated Sites and Partner Sites, and more generally of refusing him/her access to all or some of the Services unilaterally and without prior notice, or even terminating the Individual Owner's Account automatically for the Individual Owner's exclusive fault.

Any suspension, termination or withdrawal of the display of the Advertisements and/or access to the Site for the exclusive fault of the Individual Owner shall not result in any indemnification and/or refund to the latter, without prejudice to any damages which the Company might claim.

**11.2.** In the event of the failure to pay, including as a result of cancellation or rejection of his/her payment, the Company shall alert the Individual Owner enjoining him/her to correct the situation as promptly as possible, it being specified that the Advertisement display Service and, as the case may be, the Optional Services, shall be suspended until full payment of the price in a reasonable period of time, at the end of which the Company may terminate the Individual Owner's account automatically for the latter's exclusive fault.

**11.3.** In accordance with the provisions of Article 6.1.2 of law No. 2004-575 of June 21, 2004, known as the Law for Confidence in the Digital Economy, in its capacity as the entity hosting Advertisements displayed by an Individual Owner on the Site, in the event that a third party sends a notification to the Company informing it that one of the Individual Owner's Advertisements was obviously unlawful and/or not compliant, the Company reserves the right to suspend – on a conservatory basis – the display of the relevant Advertisement as well as the Individual Owner's access to his/her Owner's Space, it being understood that the Individual Owner may not claim any indemnification for the damage suffered by the Individual Owner him/herself or any third party.

## **12. PROTECTION OF PERSONAL DATA:**

The provisions relating to the protection of Users' personal data are set forth in detail in the article "**CONFIDENTIALITY POLICY – PROTECTION OF PERSONAL DATA**" of the General Conditions of Use of the Amivac Website.

## **13. FORCE MAJEURE:**

The Company's liability may not be sought if the performance of any one of its obligations is prevented or delayed as a result of a *force majeure* event, as defined by the case law of the Paris courts, in particular, natural disasters, fires, malfunctioning or suspension of the telecommunications network or the electricity network.

#### **14. PROOF:**

The Individual Owner acknowledges and accepts that all the data, information, files and any other digital element exchanged between the Individual Owner and the Company shall constitute admissible, valid and enforceable proof having the probative force of a private deed. The Individual Owner undertakes not to challenge the admissibility, validity and enforceability or the probative force of elements such as those indicated previously or those in electronic format on the grounds that they are electronic. Unless proved to the contrary, those elements shall be valid and enforceable between the Individual Owner and the Company in the same manner, according to the same conditions and with the same probative force as any document that might be drawn up, received or kept in writing. The foregoing provision relating to proof shall not be applicable to the notifications provided by registered letter with acknowledgment of receipt.

#### **15. GOVERNING LAW AND JURISDICTION**

The relations between the parties shall be governed exclusively by French law.

The resolution of any dispute between the Company and an Individual Owner shall fall within the exclusive competence of the courts in the jurisdiction of the Paris Court of Appeal.

In accordance with Article L.141-5 of the Consumer Code, the consumer may however apply, at his/her election, in addition to one of the courts with territorial competence in accordance with the Civil Procedure Code, to the jurisdiction of the place where he/she was residing at the time the contract was concluded or the damaging event occurred.

#### **16. MISCELLANEOUS PROVISIONS**

**16.1.** The Company reserves the right to transfer these general conditions and to assign or subcontract to a third party all or some of these rights and obligations in agreement with these GCS.

**16.2.** If one or more provisions of these conditions are held to be null, the validity of the other provisions shall not be affected.



**SCHEDULE**  
**RETRACTION FORM**

**How to use the retraction form**

You may exercise your right of retraction of all or some of the services delivered by the Company SELOGER, without having to give any reason.

To do so, we invite you, in a maximum of **14 clear days** from receipt of the address confirmation e-mail following the subscription to the advertisement display service or, as the case may be, to an optional service not fully performed, to send the duly completed retraction form (attached) to the Company:

- by e-mail to: [service@amivac.com](mailto:service@amivac.com)
- or
- in an envelope sent by post to the following address

SELOGER  
AMIVAC  
65 rue Ordener  
75018 Paris

SELOGER shall then refund the amount of the service that you subscribed to no more than **14 days** after receipt of your retraction request.

The Company shall inform you of the amount corresponding to the performance of the service up to the communication of the exercise of your right of retraction.

That amount shall be proportionate to the total price of the service and shall be deducted from the total amounts refunded with respect to the exercise of your right of retraction.

For further information, we invite you to refer to our GCS.

You may contact us at any time at the Company's customer service, the contact details of which are indicated below:

SELOGER  
AMIVAC  
65 rue Ordener  
75018 Paris  
Tel.: 01 53 38 58 00  
E-mail: [service@amivac.com](mailto:service@amivac.com)

## Retraction Form

For the attention of SELOGER - AMIVAC, 65 rue Ordener 75018 Paris – Tel: 01 53 38 58 00 - E-mail: [service@amivac.com](mailto:service@amivac.com)

I hereby notify you of my retraction of the contract that concerns the following provision of services:

Order dated .....

Order number: .....

Consumer's name: .....

Consumer's address: .....

Signature of the consumer (only if this form is notified on paper):

Reason (***optional and only with the aim of improving our services***):

Date: .....

Signature: