

General Terms and Conditions of Sale

Article 1 – DEFINITIONS

The terms defined below have the following meanings in these general terms and conditions of sale:

“Customer(s)”: any natural person, consumer or professional, of legal age and with full legal capacity to commit under these General Terms and Conditions.

“Terms and Conditions”: these general terms and conditions of sale of the hotels and residences LES ETINCELLES COLLECTION, together with their annexes, which form an integral part thereof.

“Pricing Terms and Conditions”: all prices of the Services offered by the Establishments to their Customers.

“Booking Confirmation”: the summary of the details of the Reservation made by the Customer, sent via the website or directly provided by the Establishment to the Customer.

“Establishment(s)”: the hotels and residences operated under the commercial brand “LES ETINCELLES COLLECTION” (non-exhaustive list):

- Hotel l’Aiguille Percée;
- Hotel Le Levanna;
- Hotel Les Campanules;
- Hotel Village Montana;
- Hotel l’Aigle du Montana;
- Les Suites du Montana;
- Residences du Village Montana;
- Hotel VoulezVous;
- Hotel Koh-I Nor and its residence;
- Hotel Daria-I Nor and its residence;
- Hotel Taj-I Mah;
- Residence Les Arolles;
- Hotel Le Chamois d’Or;
- Hotel Le Carlina and its residence.

“Party(ies)”: refers separately or jointly to the Establishments managed by LES ETINCELLES COLLECTION and the Customer.

“Privacy Policy”: the document setting out the commitments of LES ETINCELLES COLLECTION regarding the processing of Customers’ personal data in connection with a Reservation, a stay, or a contact form.

“Internal Rules”: the rules of conduct that the Customer must comply with within the Establishments.

“Reservation”: any request for Accommodation Services and/or Additional Services made by the Customer.

“Remote Reservation”: any Reservation made by the Customer via the Website <https://etincelles.com/>, by email at reservation@etincelles.com or any other email address of the Establishment, or by telephone at +33 4 65 84 33 84.

“Physical Reservation”: any Reservation made directly at the Establishment’s reception desk with its employees.

“b”: Additional Services and Accommodation Services.

“Additional Services”: services complementary to Accommodation Services, such as breakfast, lunch, dinner, wellness area. This list is not exhaustive. Services vary depending on the chosen Establishment.

“Accommodation Services”: the reservation of a room in an Establishment and/or more generally, accommodation booked by the Customer.

“Website”: all websites of the Establishments, including in particular the site accessible at <https://etincelles.com/>, published by D-EDGE and hosted by WPEngine, Inc., Irongate House, 22-30 Duke’s Place, London, EC3A 7LP, UK.

These General Terms and Conditions apply to all Reservations made in Establishments under the “LES ETINCELLES COLLECTION” brand, except for group bookings referred to in Article 2.8 herein.

Article 2 – PURPOSE AND GENERAL PRINCIPLES

2.1 These General Terms and Conditions set out the terms and conditions under which the Establishment enables its Customers to benefit from all Accommodation Services and/or Additional Services available within the Establishment.

2.2 Any Reservation of Accommodation Services and/or Additional Services offered by the Establishment implies the Customer's full and unconditional consultation and acceptance of these General Terms and Conditions, as well as of the Pricing Conditions and the Privacy Policy. The Customer declares having obtained from the Establishment all necessary and available information required to make the Reservation of Accommodation Services and/or Additional Services.

2.3 These General Terms and Conditions are accessible at any time on the Establishment's Website or at the reception of the Establishment and shall prevail, if applicable, over any other contradictory version or document.

2.4 The Establishment reserves the right to adapt, modify or supplement, at any time, all or part of these General Terms and Conditions. In any event, the version applicable to the Customer is the one in force on the date of the Reservation. Customers are advised to consult the General Terms and Conditions regularly to take note of any possible changes.

2.5 The failure at any time to exercise a right conferred by these General Terms and Conditions or to enforce any of its provisions shall not be interpreted as a modification of these General Terms and Conditions nor as an express or implied waiver of the right to exercise such right in the future or to require strict performance of the obligations undertaken under these General Terms and Conditions.

2.6 Any clause of these General Terms and Conditions which is declared null or unlawful by a judicial decision shall be deprived of effect, but its nullity shall not affect the other stipulations nor the validity of the General Terms and Conditions as a whole or their legal effects.

2.7 Data recorded in the Establishment's computer system shall constitute proof of all transactions concluded with the Customer. The Reservation, entry of banking information, acceptance of the General Terms and Conditions, Pricing Conditions and the Privacy Policy between the Establishment and the Customer have the same value as a handwritten signature on paper. Computerized records kept in the Establishment's information systems will be stored under reasonable security conditions and considered as evidence of communications, orders and payments made between the Establishment and the Customer.

2.8 For group Reservations (from four (4) rooms and more), specific conditions apply as to both the General Terms and Conditions and the Pricing Conditions. Such specific conditions are communicated to the Customer at the time of booking and prevail over these General Terms and Conditions.

Article 3 – BOOKING SERVICES

3.1 Common Provisions

3.1.1 The Customer acknowledges having taken note of the nature, purpose, and booking arrangements of the Services offered by the Establishment and having requested and obtained the necessary information to make the Reservation in full knowledge of the facts. The Customer alone is responsible for his/her choice of Services and their suitability for his/her needs, so that the Establishment's liability cannot be engaged thereafter.

3.1.2 The Customer certifies the truthfulness and accuracy of the information provided and undertakes to immediately notify the Establishment of any error.

3.1.3 A Booking is recorded when the Customer accepts these General Terms and Conditions, the Pricing Conditions, and the Privacy Policy in full by checking the box provided for this purpose and validates his/her Reservation.

3.1.4 The sale of Services shall be considered final only after the Booking Confirmation has been sent to the Customer by email and after receipt by the Establishment of full payment of the price.

3.1.5 The Establishment reserves the right to cancel or refuse any Reservation from a Customer with whom there is a dispute relating to the payment of a prior Reservation.

3.1.6 Each Reservation is nominative and cannot be transferred to a third party under any circumstances.

3.2 Specific provisions on the type of booking

Reservation of Accommodation Services and/or Additional Services may be made by the Customer on-site with the Establishment's staff (3.2.1), remotely on the Website (3.2.2), or by telephone or email (3.2.3).

3.2.1 On-site Reservation at the Establishment

The Customer may go directly to the Establishment's reception and request the Reservation of Accommodation Services and/or Additional Services from the Establishment's staff. The Establishment will propose the rooms that remain available in light of the Customer's requirements, such as the number of persons, length of stay, or price (non-exhaustive list).

3.2.2 Remote Reservation on the Website

3.2.2.1 The Customer may also visit the Website and select the Services he/she wish to book, in accordance with the following arrangements:

- After clicking on the "reservation" tab, the Customer must indicate his/her search criteria, namely: the type of accommodation, the destination, the arrival date, the departure date, the number of adult(s), child(ren), and infant(s). The Customer must then click "Search".
- A selection of rooms is proposed to the Customer by the Website.
- The Customer selects one or more room(s) from the available proposals.
- The Customer may, where applicable, choose between the Non-Refundable Offer or the Flexible Offer with breakfast or half-board, then press the "Select" button or add an additional service.
- The Customer completes the Reservation form by entering all of his/her contact details and the contact details of the different occupants of the Room (title, last name, first name, email address, telephone number, postal address, and country of residence), arrival arrangements (arrival time), and special requests (which cannot be guaranteed).
- The Customer must review the General Terms and Conditions, the Pricing Conditions, and the Privacy Policy, and accept them by checking the box provided for this purpose.
- The Customer confirms his/her Reservation and, depending on the chosen payment method, (i) makes payment by bank transfer or (ii) enters the information required for payment by credit card (card number, cardholder name, expiry date, and CVV).
- The Customer finalizes his/her Reservation.

3.2.2.2 On the Website, the Customer has the opportunity to verify the details of his/her Booking, the total price, and to correct any errors before confirming his/her acceptance in accordance with Article 1127-2 of the French Civil Code.

3.2.2.3 Any Booking made on the Website constitutes the formation of a contract concluded at a distance between the Customer and the Establishment.

3.2.3 Remote Reservation by telephone or email

The Customer may request a Reservation of Accommodation Services and/or Additional Services by telephone or by email. The Establishment will propose the rooms that remain available given the Customer's requirements, such as the number of persons, length of stay, or price.

Article 4 – RATES

4.1 Prices are expressed in Euros, all taxes included ("TTC"). Accommodation Service rates are understood per room for the number of persons and the date selected. Rates are confirmed to the Customer as gross amounts (excluding tourist tax) in the Establishment's commercial currency.

4.2 The Establishment's public rates are consultable at any time on the Establishment's Website. These rates are firm and not subject to revision during their period of validity, which will be indicated upon issuance of the quote. The Establishment reserves the right, outside this period of validity, to modify prices at any time.

4.3 Prices include the VAT applicable on the day of the Reservation, at the rate in force for accommodation services provided in a classified tourist hotel or in a classified or approved holiday village (10% in 2025). Any change in the applicable VAT rate will be automatically reflected in the prices indicated on the date of invoicing. The same shall apply to any modification or introduction of new legal or regulatory taxes imposed by the competent authorities.

4.4 Rates do not include the tourist tax, which is payable directly on site to the Establishment upon arrival. Rates are displayed inclusive of taxes, with the amount of VAT included, according to the rate in force, i.e., ten percent (10%) in 2025 for Accommodation Services. This rate may change in accordance with subsequent legal amendments.

4.5 Conversion into foreign currency is given for information only and is non-contractual. If a rate implies payment directly to the Establishment upon the Customer's arrival or departure and the Customer's currency is not the Establishment's currency, the Establishment's rate may differ from that communicated at the time of booking, taking into account changes in the exchange rate between the date of Booking and the date of payment. Any bank fees related to currency conversion or international payments will not be borne by the Establishment. The amount paid must correspond to the total amount indicated in the Establishment's currency, in Euros (€).

Article 5 – PAYMENT

5.1 Booking Confirmation

5.1.1 Flexible Rate

5.1.1.1 Confirmation of a Reservation under the "Flexible Rate" option is made by payment of a deposit equal to 30% of the total amount of the stay. In the case of payment by bank transfer, only the net amount (amount received after deduction of any bank charges, including exchange fees, transfer fees, interbank commissions, etc.) shall be taken into account as the amount received.

5.1.1.2 The balance of the stay must be paid no later than 30 days before the start date of the stay. Any other special offer may be subject to specific conditions which will be given to the Customer at the time of booking.

5.1.1.3 Packaged rates (breakfast, half-board, other services) are to be considered indivisible and non-refundable in case of non-use. Meals not consumed will neither be deducted nor refunded.

5.1.1.4 The invoice for extras and local expenses shall be settled on site and shall be guaranteed in advance by credit card.

5.1.1.5 Payment of the deposit automatically binds the Customer and constitutes acceptance without modification of the General Terms and Conditions.

5.1.2 NANR Rate, Early Booking and Special Offers

Any confirmation of a Reservation under the "NANR Rate, Early Booking or special offers" option is made by payment of 100% of the total amount at the time of booking, excluding any extras.

5.1.3 Group Rate

For group bookings (from four (4) rooms and more), specific pricing conditions apply. These will be communicated to the Customer at the time of booking and shall prevail over these General Terms and Conditions.

5.2 Online Payment

5.2.1 For any Reservation made on the Website the Customer is requested to provide credit card payment details for the payment of the deposit (if "Flexible Rate" option) or to prepay the Reservation before the stay (if "NANR Rate, Early Booking and special offers" option), by entering directly in the space provided on the Website the credit card number, expiry date (the credit card must be valid at the time of the stay) and the card security code.

5.2.2 The online payment methods available and mentioned on the Website may include the following credit cards: Visa, Eurocard, MasterCard, American Express, and bank transfer.

5.3 Payment on site

5.3.1 The price of the Services is payable in full on the day of the Customer's arrival by bank cards, cash, or bank transfer. Cheques are not accepted by the Establishment.

5.3.2 The bank cards accepted by the Establishment are Visa, Eurocard/MasterCard, and American Express.

5.3.3 The Establishment may refuse payment in cash where:

- The payment proposed by the Customer is in foreign currency.
- Coins or banknotes are in poor condition and may be rejected by the Banque de France.
- The number of coins used by the Customer exceeds fifty (50) in a single payment;
- the payment exceeds 1,500 euros.
- The banknotes and/or coins are suspected of being counterfeit.
- The banknotes and/or coins have been withdrawn from circulation.
- The Customer does not have the exact amount to give to the Establishment, and the Establishment does not have sufficient change, as it is the Customer's responsibility to make the precise payment.
- The payment is made at night, between 11:00 p.m. and 7:00 a.m., for security reasons.

5.4 Common Provisions

5.4.1 The Establishment reserves the right to request the Customer to present an identity document and/or any information relating to the identity of the Customer for the purposes of preventing credit card fraud.

5.4.2 For reasons of security and prevention of credit card fraud, the Customer may be required to present, upon arrival, the credit card used for the Reservation.

If the Reservation was made by a third party, the Customer must provide the Establishment, prior to arrival, with a copy of the identity document of the cardholder and a signed declaration expressly authorizing the use of the card for the Reservation.

Failing that, the Establishment reserves the right to request a new payment on site by means of a credit card in the name of the Customer staying, the initial payment then being credited back after verification.

An invoice will be sent in electronic format to the email address provided by the Customer. If the Customer wishes to receive a paper invoice, he/she must expressly request it from the Establishment.

5.4.3 No booking fees will be charged by the Establishment.

Article 6 – CANCELLATION OR MODIFICATION

6.1 Flexible Rate

For any Reservation made at the "Flexible Rate", cancellation is free up to 30 days before the arrival date.

If cancellation occurs less than 30 days before the arrival date, 100% of the Reservation amount will be charged.

If the Reservation involves a currency conversion, the amount charged will be calculated based on the exchange rate in force on the day of the transaction.

The Establishment declines all responsibility in the event of fluctuation in the exchange rate between the Reservation date and the cancellation date. It is the Customer's responsibility to take such fluctuations into account, which cannot in any case give rise to a claim or partial refund.

6.2 NANR Rate, Early Booking and Special Offers

For any Reservation made under the NANR Rate, Early Booking, or other special offer, such Reservation shall be non-cancellable, non-modifiable, and non-refundable.

6.3 Insurance

As the Establishment cannot be held responsible for events of any kind which might lead to cancellation or modification of a stay, the Customer is free to subscribe to travel insurance. The Customer may subscribe within a maximum period of 48 hours after his/her Reservation to the cancellation insurance Safebooking (<https://www.assurances-sejours.com/index.php>) or any other insurance of his/her choice.

6.4 Modifications

6.4.1 Any modification of a Reservation, shortening or change of room will be subject to the cancellation conditions provided herein.

6.4.2 Any modification or cancellation of a Reservation must be notified by the Customer, before the scheduled arrival date, to the reservations department by email at reservation@etincelles.com or any other address communicated by the Establishment. It is the Customer's responsibility to ensure that his/her request is actually received. No complaint will be admissible in the event of an email not delivered for any reason whatsoever. The date and time of receipt of the email by the Establishment shall be conclusive.

6.4.3 In case of interruption of the stay or failure to show up, the full agreed price shall be retained.

6.4.4 In the event of a governmental decision making the stay impossible to perform, the Establishment will inform the Customer as soon as possible and will take all appropriate measures to manage the situation.

6.4.5 In accordance with Article L.221-28 of the French Consumer Code, the Customer does not benefit from the right of withdrawal provided for in Article L.221-18 of the French Consumer Code, given the nature of the services provided which fall under accommodation services.

Article 7 – PROVISION OF SERVICES

7.1 The Services reserved by the Customer, including Accommodation Services and/or Additional Services, will be provided in accordance with the provisions of these General Terms and Conditions, completed by the Pricing Conditions which the Customer has read and accepted at the time of his/her Remote or On-site Reservation.

7.2 The Establishment, being subject to an obligation of means, undertakes to use its best efforts to provide the Services reserved by the Customer.

7.3 Additional Services (breakfast, half-board) must be reserved in advance on the Website or with the Establishment. The Establishment cannot guarantee the availability of these Services.

7.4 Upon arrival, the Customer will be required to present his/her identity document in person to ensure compliance with the obligation to provide a Police Registration Form if he/she is of foreign nationality. Photocopies or photographs of the identity card on any medium will not be valid. Thus, in the event of non-presentation or absence of physical presentation of the identity card, the Establishment reserves the right not to provide all the Services reserved by the Customer.

7.5 It is the Customer's responsibility to inquire in advance about the customs and administrative formalities required for entry into the territory and/or for his/her stay, depending on his/her personal situation. The Establishment cannot be held responsible or required to refund the stay in the event of refusal of entry or failure to comply with these formalities by the Customer.

7.6 Reserved rooms will be available no later than 5:00 p.m. on the day of arrival and until 10:00 a.m. on the day of departure, depending on the Establishment chosen.

7.7 In the event of exceptional circumstances or the impossibility of making the reserved room available, or in case of force majeure as defined in Article 12 of these General Terms and Conditions, the Establishment reserves the right to accommodate the Customer, in whole or in part, in an Establishment of equivalent or higher category, subject to the Customer's prior agreement.

Article 8 – CUSTOMER'S OBLIGATIONS AND LIABILITY

8.1 The Customer must comply with the House Rules of the Establishment in which he/she stays. Each House Rule is specific to the Establishment concerned and available on its website.

8.2 The Establishment is a non-smoking environment. The Customer, in addition to the sanctions described in Article 8.8, shall be liable for direct and/or indirect consequential damages resulting from the act of smoking or vaping within the Establishment. He/she shall

therefore be liable for the full amount of cleaning and restoration costs to return the damaged item or space to its initial state.

8.3 Domestic dogs (excluding dogs of categories 1 and 2 as referred to in the decree of 27 April 1999) are allowed within the Establishment, subject to payment of an additional fee; no other animals are accepted.

8.4 The Customer must not disrupt the Establishment's operations and/or compromise the safety of the Establishment or the persons therein, and more generally must not engage in any behavior contrary to good morals and public order.

8.5 The Customer undertakes to avoid any noise nuisance to ensure the tranquility of all Customers of the Establishment.

8.6 In case of non-compliance with the Rules, and more specifically with all obligations referred to above at points 9.2 to 9.6, the Establishment shall be obliged to ask the Customer to leave the Establishment without any compensation and/or without any refund if payment has already been made. (Note: references to points 9.2 to 9.6 appear in the original and may reflect a numbering discrepancy.)

8.7 All Customers who booked remotely or on-site will be asked for a security deposit of one hundred (100) euros in the form of a credit card imprint. This imprint is a pre-authorization, which does not result in a debit on the Customer's account. This security deposit will only be used at the end of the stay if compensation must be retained for any damages caused or if on-site services remain unpaid. Any use of this security deposit does not exclude additional compensation where costs exceed its amount.

8.8 The Customer is required to take out civil liability insurance covering damages he/she may cause during his/her stay. In the event of loan or rental of equipment by the Establishment, the Customer's liability shall be engaged for any damage, loss, or theft, unless proof of fault attributable to the Establishment is provided. It is recommended that the Customer take out appropriate multi-risk insurance.

8.9 Any external visitor must be reported to the Establishment. Access to the Establishment's facilities and equipment may be subject to prior authorization and to an additional charge.

8.10 Unaccompanied minors will not be admitted to the Establishment.

8.11 The presence of minors requires constant supervision by their legal representatives, who assume full responsibility for them.

Article 9 – HOTEL LIABILITY

9.1 The Customer must safeguard the belongings he/she bring. He/she is solely responsible for his/her personal property and must exercise caution. He/she is particularly invited to take out specific insurance in the presence of valuable items.

9.2 The Customer undertakes to inform the Establishment in the event of possession of valuable goods/objects, and to deposit all such goods/objects in the safe, if available at the chosen Establishment and provided to him/her by the Establishment.

9.3 In the event of disappearance or deterioration of an item belonging to the Customer in his/her room, in the common areas, or in the private car park of the Establishment, the liability of the Establishment is limited and capped in accordance with Article 1953 paragraph 3 of the French Civil Code.

9.4 For any complaint by a Customer concerning the disappearance and/or damage of his/her property within the Establishment or in the car park (of the property) thereof, the Establishment is entitled to request supporting documents to study his/her claim. In the event of theft, a police report will be required, together with any proof of purchase (receipt, invoice) of the object. In the event of damage, any supporting document relating to the damaged object and proof of purchase will be required. Failing such documents, the claim will not be considered by the Establishment.

9.5 The Establishment cannot be engaged in the event of Customer fault. The following elements, in particular, constitute fault :

- Failure to declare an item/object to an Establishment staff member.
- Failure to deposit an item/object in the Establishment's safe, if available.
- Presence of items/valuables in plain sight.
- Leaving items/valuables in the Establishment's common areas.
- Failure to lock the room door or the car.

This list is not exhaustive.

9.6 The Establishment cannot be held liable for external disturbances to the stay, such as lack of snow, cancellation of activities, strikes, water/electricity outages, noise nuisance, natural disasters, closed roads (non-exhaustive list), and no compensation may be claimed in this respect.

Article 10 – PROTECTION OF PERSONAL DATA

10.1 The Establishment collects Customers' personal data when the latter makes a Reservation or contacts the Establishment via the contact form. Collected data include title, surname(s), given name(s), postal address(es), telephone number, email address, and bank details. The data collected allows the recording of Reservations, the handling of claims, and the communication of promotional offers. The legal basis for processing is the contract and consent.

10.2 These data are subject to automated processing by the Establishment acting as Data Controller. The collected data are kept confidential and are intended for the exclusive use of the Establishment. They may be transmitted exclusively for the purposes described above to subcontractors, or to any administrative or judicial authority to satisfy any legal obligation.

10.3 In accordance with the applicable regulations on personal data protection, the Customer has the right of access, rectification, erasure, portability, restriction of processing, and

opposition. The Customer may exercise these rights by writing to the following postal address: 410 route des Saules, 73410 Rotherens, France, or by email at reservation@etincelles.com or by telephone at +33 4 65 84 33 84. In case of non-compliance with his/her rights, the Customer may also complain to the CNIL.

10.4 Data are retained in accordance with the personal data retention policy. For more information, the Customer may consult the "*Privacy Policy*" section at the bottom of the Website.

Article 11 – INTELLECTUAL PROPERTY

11.1 The domain name, as well as all elements and contents on the Website, are the exclusive property of the Establishment and are protected worldwide under copyright and intellectual property rights.

11.2 Their reproduction, even partial, is strictly prohibited without prior express authorization from the Establishment. Under the same conditions, their use is limited to strictly private use. Any use or reproduction, even partial, of any element of the portal site within a third-party site is prohibited.

11.3 Any reproduction or any other use constitutes an infringement and is punishable as such under the Intellectual Property Code, except with prior express authorization from the Establishment.

Article 12 – FORCE MAJEURE

12.1 Force majeure means any event beyond the parties that is both unforeseeable, irresistible (insurmountable), and external to the parties which prevents either the Customer or the Establishment from performing all or part of the obligations provided for in the contract. Events considered as cases of force majeure or fortuitous events are those usually recognized by the case law of the French Courts, except the Customer's individual illness, as well as any event recognized by the French authorities as a case of force majeure in an official decree.

12.2 Neither Party may be held liable to the other Party in the event of non-performance or delay in the performance of any of its obligations resulting from an event of force majeure, as described herein, within the meaning of Article 1218 of the French Civil Code.

12.3 The Foreign Office's advice to avoid or leave a particular country does not constitute a case of force majeure.

Article 13 – COMPLAINTS – CUSTOMER SERVICE

13.1 For any complaint relating to a hotel Reservation, the Customer may contact customer service via the "Contact" form available on the Website or at: reservation@etincelles.com.

13.2 Any complaint relating to the conditions of stay and services of the Establishment, concerning an event occurring during the stay, must imperatively be made by the Customer on site and during the period of his/her stay, under penalty of forfeiture.

Article 14 – APPLICABLE LAW – LANGUAGE

14.1 These General Terms and Conditions are drafted in French in their original version, which alone shall prevail and take precedence over any other version.

14.2 These General Terms and Conditions shall be performed and interpreted in accordance with French law.

Article 15 – DISPUTES

15.1 In the event of a dispute relating to these General Terms and Conditions, the Customer and the Establishment shall, as far as possible, attempt to resolve their dispute amicably. The Customer must address an amicable complaint directly to the Establishment via the "Contact" form on the Website, or by mail to the following address: 410 route des Saules, 73410 Rotherens.

15.2 After contacting the customer service and failing to receive a satisfactory response within one (1) month, the customer may refer the matter to the Tourism and Travel Ombudsman. The Ombudsman's contact details and referral procedures are available on the following website: www.mtv.travel..

15.3 Finally, the Customer may, to resolve his/her dispute, access the European Online Dispute Resolution platform provided for by Regulation (EU) No 524/2013 of 21 May 2013 on online dispute resolution for consumer disputes, in particular cross-border disputes, by following the link: <http://ec.europa.eu/consumers/odr/>.

15.4 If mediation fails, or if the Customer does not wish to use it, the Customer may submit the dispute to the competent courts.

Article 16 – PRE-CONTRACTUAL INFORMATION

16.1 The Customer consumer acknowledges having received, before placing his/her Reservation and concluding the contract, in a readable and comprehensible manner, these General Terms and Conditions of Sale and all information listed in Article L.221-5 of the French Consumer Code, and notably the following information:

- The essential characteristics of the Services, considering the communication medium used and the Service concerned.
- The price of the Services and any additional fees.
- In the absence of immediate execution of the contract, the date or deadline by which the Provider undertakes to provide the ordered Services.

- Information relating to the identity of the Provider, its postal, telephone, and electronic contact details, and its activities, if not apparent from the context.
- Information relating to legal and contractual guarantees and their implementation procedures.
- The functionalities of the digital content and, where applicable, its interoperability.
- The possibility of resorting to conventional mediation in the event of a dispute.
- information relating to the right of withdrawal and the methods of termination, and other important contractual conditions.
- The accepted means of payment.

16.2 By making a Reservation on the Establishment's Website, any natural person (or legal entity) expressly accepts and fully adheres to these General Terms and Conditions and the obligation to pay for the Services ordered, which is expressly acknowledged by the Customer, who waives, in particular, the right to rely on any contradictory document that would be unenforceable.