

GENERAL CONDITIONS OF SERVICES

BASTIDE SAINTE ANNE

Version 19/11/2021

Bastide Sainte Anne is a Limited Liability Company, registered in the Trade and Companies Register of Fréjus under number 895 155 901 whose registered office is at 153 Route des Plages 83990 Saint-Tropez - France and whose intra-community VAT number is FR 17 895 155 901 (hereinafter "the establishment").

Bastide Sainte Anne publishes and operates the site www.bastidesainteanne.com (also available in mobile version), hotel reservation site and other additional services (hereinafter the "Site").

1. PREAMBLE

The purpose of these general conditions (hereinafter the "General Conditions") is to describe the terms and conditions under which the Establishment allows its customers (hereinafter the "Client (s)") to benefit from all the services, in particular reservation services, available on this Site and described in more detail below (hereinafter collectively the "Services").

Prior to any reservation of a Service on the Site, the Customer declares (i) that he is acting for personal purposes that do not fall within the framework of his commercial, industrial, craft, liberal or agricultural activity and (ii) have full legal capacity allowing it to engage under these General Conditions

The Customer is invited to carefully read these General Conditions, the prior acceptance of which is mandatory for the reservation of any Service offered on the Site. All Customers are advised to save and print these General Conditions using the standard features of their browser and computer.

The establishment reserves the right to modify or supplement, at any time, all or part of these General Conditions. In this case, the new version of the General Conditions will be available on the Site with its date of entry into force. Customers are advised to regularly consult the General Conditions to take note of any possible modification. In any event, the Customer will only be bound by the version of the General Conditions in force at the time when the Customer makes the reservation of his Service.

The Customer is solely responsible for paying, where applicable, all the technical means giving him access to the Site.

2-SITE

The establishment offers on its Site a hotel room reservation service ("Accommodation Services") and additional services to said Services ("Additional Services").

The Accommodation Services and the Additional Services are hereinafter referred to together as the "Services".

The establishment cannot be held responsible for damages resulting from inappropriate use of its Site.

3-DESCRIPTION OF SERVICES

The establishment operates a hotel business and offers accommodation to its customers.

The relationship between the Client and the Establishment is governed by the general conditions of sale of the Establishment to the exclusion of all others which may be opposed to them.

Each party to the contract is required to comply with it.

A Reservation at the Establishment therefore implies their tacit acceptance without restrictions.

The establishment may, at any time, modify its general conditions of sale which will only apply to reservations made after these modifications, the previous ones applying to Reservations made before these modifications.

A clause applicable but not claimed by the Establishment may not be interpreted as a waiver of the said clause.

ACCOMMODATION SERVICES

The Site allows the reservation of rooms in the Establishment. The essential characteristics, availability dates, price, options offered, payment terms and special conditions of sale applicable to the selected rate (guarantee policies, cancellation conditions, check-in time, rate conditions...) offered are presented during the reservation process.

In this regard, it is specified that the establishment has special conditions of sale applicable to the selected rate also available on the Site which are brought to the attention of the Customer before any reservation on the Site. Thus, by way of example, the Special Conditions can be detailed in the check-in and check-out times, the guarantee policy and the cancellation period.

Upon arrival, the customer must present his identity card and the bank card that was used to make the reservation.

The Customer may be asked, on arrival at the Establishment, to fill up a police form. To do this, the Customer will be asked to present an identity document in order to verify whether or not he must fill up the police form if he is not of French nationality. Any refusal would not allow him to have the accommodation.

The rooms are designed to accommodate only 2 people, the stay of a 3rd person in the room is not allowed, nor any extra bed.

Continental breakfast is offered in the price of accommodation.

The rooms are accessible to new arrivals between 4 p.m. and 9 p.m. For a late arrival, the establishment should be notified in advance.

The rooms must be vacated on the day of departure by 12.00 noon.

No minor child may reside alone in a room of the establishment.

Animals are not accepted in the establishment.

The establishment is closed from 11:00 p.m. to 7:00 a.m.

ADDITIONAL SERVICES

The Site also allows the reservation of Additional Services.

The Additional Services also cover travel services within the meaning of Article 3.1 of Directive (EU) 2015/2302 of 25 November 2015 relating to package travel and related

travel services, which may form with Accommodation Services, either a "linked travel service" or a "tourist package" according to the criteria specified by the said Directive. This information is communicated to the Customer prior to the reservation of these services in the Special Conditions specific to each offer.

PARTNER SERVICES

The establishment concludes partnership and distribution contracts with third party websites ("Partners") in order to allow the Customer to search, select and reserve rooms on the partner's website (hereinafter the "Partner Services").

The conditions of sale applicable to these Partner Services are available on the Partner's website.

The establishment strives to present as explicitly as possible the services and details of the rooms it offers and cannot be held responsible for a description that is subject to interpretation by the customer.

4-RESERVATION ROUTE

The Customer chooses any Service presented on the Site or those of its partners by following the route provided for this purpose. The establishment favors reservations made via a website or the reservation platforms with which it is affiliated.

RESERVATION OF SERVICES

Reservations for the Services are made by the Customer on the Site.

The reservation process varies according to the navigation and the Customer's request; it includes the following steps:

- Step 1: filling in the search criteria for a room and, if applicable, one or more Additional Service (s);

- Step 2: the results and the selection and, if applicable, of one or more Additional Service (s);

- Step 3: details and characteristics of the selected Service (s), especially if it is an Accommodation Service: the characteristics of the Accommodation (standing, size of the room, TV, minibar, etc.), the dates of the stay, the options chosen, the total price including VAT of the reservation, the amount of the tourist tax remaining to be paid on site, and all the applicable Special Conditions (guarantee policies, cancellation conditions, check-in time, etc.);

- Step 4: the summary of the reservation of the Service (s) with: (i) a reminder of the main characteristics (dates of stay, characteristics of the Accommodation Service and / or Additional Service (s), amount including tax), and (ii) the Customer providing their contact details: by filling in all the mandatory fields (indicated by an asterisk)

- Step 5: the finalization of the reservation of the Service (s) by the Customer with: (i) the information and data of his means of payment, either in case of prepayment of the reservation, partial or total, before the stay, or in the event of a reservation guarantee request for Accommodation Services and: (ii) consultation and acceptance of the General Conditions and Special Conditions relating to the reservation before validation by the Customer;

The prepayment will be processed by the payment operator in linked with the establishment in order to secure its online transaction. Any prepayment and payment must be made in euros.

The Customer must be able to guarantee that he is able to make the prepayment with the credit card he communicated.

If fraudulent use of the card results in a reservation being made, the holder of the wrongly used card needs to contact the establishment in order to regularize the situation.

The establishment cannot be held responsible for the consequences of fraudulent use of a means of payment used by a customer.

The provision of the full number of a credit card, the confirmation of a Reservation and its payment, even deferred, constitute proof of the validity of the reservation in accordance with Law n ° 2000-230 of March 13, 2000 adapting the law of the proof to information technologies and relating to the electronic signature.

The Customer accepts in advance that the cancellation conditions attached to his reservation are enforceable against him and cannot call them into question.

- Step 6: taking into account the reservation of the Service (s) by the Establishment;

- Step 7: an email confirming the reservation of the Service (s) is sent to the Customer summarizing the Service (s) reserved, the price (s), the Special Conditions accepted by the Customer, the date of the reservation made, information relating to after-sales service and access to the General Conditions as well as the address of the establishment to which the Customer can submit his complains.

Any reservation is deemed to have been made as soon as the Customer clicks on the "confirm your reservation" page (i) in the case of a prepaid reservation, on the "Pay" button or (ii) in the event of a reservation to be paid within of the Institution, on the "Confirm" button.

The Customer may make a reservation for Services on behalf of one or more other person (s), up to a maximum of 2 (two) rooms.

RESERVATION OF PARTNER SERVICES

Reservations made by the Customer via Partner Services are made through the website and mobile services of each Partner. The reservation is made directly between the Customer and the Partners, following the steps of the website and the mobile services of the Partners.

5-OTHER BOOKING TERMS

Reservations can also be made by sending an email to the establishment at the following address contact@bastidesainteanne.com. However, this reservation method is not automated and may, not allow the room initially desired by the customer before the

establishment confirms in return by e-mail that his Reservation has been taken into account.

In order to allow the establishment to be able to quickly process this reservation request, the Customer will specify his last name, first name, email address, telephone number, the type and number of accommodation desired, the dates of stay as well as the number of accompanying persons.

In general, if the reserved accommodation becomes unavailable, the establishment will inform the Customer by offering an alternative accommodation.

The Customer will then have the choice of accepting this proposal or canceling the recorded reservation.

Any reservation made via a channel other than the site will be taken into account confirmed by email from The Establishment and will require the customer to comply with the reservation requirements as detailed on the Establishment's website.

6-PRICE AND PAYMENT PRICE

The prices relating to the reservation of the Services are indicated before, during and after the reservation.

For Accommodation Services, the prices shown are per room occupied for one or two person (s) on the dates selected.

When confirming the reservation of a Service, the total price is indicated to the Customer as an amount including tax in euros and is only valid for the possible duration indicated on the Site.

Unless otherwise stated on the Site, options that are not offered at the time of booking the Service are not included in the price.

The tourist tax has to be paid directly to the establishment on site, except in the case of online prepayment before the stay where this amount may be included.

The prices take into account the VAT applicable on the day of the reservation and any change in the rate applicable to the VAT will be automatically reflected in the price indicated on the invoice date.

Any modification or introduction of new legal or regulatory taxes imposed by the competent authorities will be automatically reflected in the price indicated on the date of invoicing.

Finally, certain promotional offers are only available on the Site and are sold exclusively on the internet and under no circumstances at the reception of the Establishment.

The establishment reserves the right to modify its prices at any time according to the different booking channels and according to seasonality.

PAYMENT

The Customer communicates his payment data either (i) to prepay the reservation before the stay, (ii) or as a guarantee of the reservation, indicating directly, in the area provided for this purpose (entry secured by SSL encryption) when " " it is a bank card, the bank card number, without spaces between the figures, as well as its validity date (it is specified that the bank card used must be valid at the time of the stay) and the visual cryptogram as part of a prepayment via the payment platforms mentioned below.

The establishment's payment system secures online payments by credit card. The Customer's payment card is subject to a validity review by these partners and may be refused for several reasons: card stolen or blocked, limit reached, entry error, etc. In the event of a problem, the Customer must contact his bank on the one hand, and the Institution or any other entity, on the other hand, to confirm his reservation of the Service and his method of payment.

The online payment methods (cards, wallet, etc.) available and mentioned on the payment page of the Site, may be Visa, Mastercard and major credit cards.

In the event of payment to The Establishment, The Establishment may accept different means of payment but the Customer must present the Establishment with the credit card that enabled him to guarantee the reservation or to make the prepayment to the Establishment. The establishment may also ask him to present an identity document for the purposes of preventing credit card fraud. Bank checks or holiday vouchers are not accepted.

The establishment will, on the day of the Customer's arrival, authorize the debit of the bank card in order to guarantee payment of the sums corresponding to the services to be consumed on site. The establishment may also request during the stay a partial payment to be applied to the balance due if the outstanding amount, including extras, turns out to be of a significant amount, the Customer undertakes in advance to pay this interim payment.

If the Customer does not show on the first day of his reservation of an Accommodation Service ("no show"), the Customer's reservation will be canceled in full. The Customer is informed that in such a case, the establishment will put its rooms back for sale; if the reservation was non-cancellable / non-exchangeable / non-refundable, the Customer will not be entitled to any refund or any compensation. If the reservation was guaranteed by credit card or had been the subject of a pre-authorization, the establishment will debit the Customer's credit card for the amount corresponding to the cancellation conditions attached to his reservation and any additional nights of the reservation will be canceled as indicated in the Booking Conditions.

At the time of prepayment, the amount that is debited when booking the Service includes the total amount indicated at the time of booking (including all applicable taxes) and, where applicable, the price of the options selected by the Customer.

An invoice will be sent in electronic format to the email address provided by the Customer when making their reservation; if the Customer wishes to receive an invoice in paper format, he must expressly request it from the Establishment.

7-CANCELLATION OR MODIFICATION OF THE RESERVATION OF A SERVICE

For Accommodation Services (reservation of rooms within the Establishment), Customers are reminded that they do not have the right of withdrawal provided for in Article L. 221-18 of the Consumer Code, and this in accordance with Article L. 221-28 paragraph 12 of the Consumer Code which excludes this right for contracts relating to the provision of hosting services which must be provided on a specific date or period.

For each Service reservation, the Special Conditions specify the conditions for canceling and / or modifying the reservation.

However, depending on seasonality and the time remaining to run before the accommodation is made available, it may be possible to cancel a reservation with or

without costs having regard to the initial reservation conditions and at the discretion of the establishment. In this case, any reimbursement will be made by the same means of payment as that used for this reservation.

Reservations with prepayment cannot be subject to any modification and / or cancellation. The deposit (amounts paid in advance) will not be refunded. In this case, it is mentioned in the Special Conditions.

When the Special Conditions allow, modification of the reservation of a Service can be made directly with the Establishment, whose contact details, including telephone numbers, are specified on the reservation confirmation sent by email.

In the event of interruption of a Service by the Customer, the full agreed price will be cashed. In the case of reservation with prepayment before the stay, no refund will be granted.

In the presence of an Accommodation Service, unless expressly stipulated otherwise in the Special Conditions, the Customer must leave the room of the Establishment by 12 noon on the day of the end of the reservation. Otherwise, he will be billed for an additional night.

8-COMMITMENTS AND RESPONSIBILITY OF THE CUSTOMER

The Customer must read the Internal Rules of the Establishment on arrival and comply with them.

The Customer is solely responsible for his choice of Services on the Site and their suitability for his needs, so that the Institution cannot be held liable in this regard.

The Customer is also solely responsible for the information communicated when creating his account and / or when booking a Service. The establishment cannot be held responsible in the event of incorrect or fraudulent information communicated by the Customer. In addition, only the Customer is responsible for the use of his account and any reservation made, both in his personal name and on behalf of third parties, including minors, except to demonstrate fraudulent use not resulting from any fault, nor negligence on his part. In this regard, the establishment must be immediately notified of any misappropriation or fraudulent use of its e-mail address.

The Customer agrees to use the Site and the Services offered therein in compliance with applicable regulations and these General Conditions. In the event that the Client fails to comply with his obligations under these General Conditions, the latter is liable for the damage caused by him to the Establishment or to third parties. As such, the Customer undertakes to guarantee the Establishment against all claims, actions or remedies of any kind that may result therefrom and to indemnify it for any damages, costs or compensation whatsoever relating thereto.

Filouterie is an offense characterized by the fact of consuming a paid service knowing that you are incapable or deliberately determined not to pay. Any act of trickery is punishable by 6 months' imprisonment and a fine of 6,500 euros, plus any damages.

The Customer, in particular, undertakes by making a definitive reservation of a Service, to pay the price thereof and to comply with the Special Conditions relating thereto. Indeed :

- Any reservation or payment that is irregular, inoperative, incomplete or fraudulent for a reason attributable to the Customer will result in the cancellation of the reservation of the Service at the Customer's expense, without prejudice to any action that the Establishment may bring against this last.

- The Customer must not invite within the Establishment a person whose behavior is likely to be prejudicial to the Establishment.

- The Customer must not bring food or drink from outside sources into the Establishment (common areas), unless the Establishment has clearly authorized it in advance.

- The establishment is 100% non-smoking; which means that smoking is prohibited within the establishment, including in the bedrooms.

- The Customer refrains from any possession and consumption of illegal products within the Establishment.

- The Customer must not disrupt the operation of the Establishment and must not compromise the safety of the Establishment or the people therein.

- More generally, any behavior contrary to good morals, indecent, as well as any verbal abuse or obscene gestures in contravention of public order within the Establishment as well as non-compliance with the Internal Regulations of the Establishment, will cause the Director of the Establishment and / or any other service provider to ask the Customer to leave the premises without any compensation and / or without any reimbursement if a payment has already been made. In the event that no payment has yet been made, the Customer will have to pay the price of the Services consumed before leaving the premises.

- Minors can only stay in an establishment accompanied by an adult and provided with a personal identity document. If the accompanying person is an adult other than the parents, the latter must have parental authorization from the child's parents. The establishment may request these items.

- The customer may not bring third parties not known to the establishment into their room.

- It is recalled that it is legally prohibited to cause noise pollution between 10 p.m. and 8 a.m. In the interest and tranquility of residents, it is reminded that it is forbidden to slam the doors and be too noisy during this time slot. Any disturbance observed may cause the establishment to invite the Customer to leave the establishment, as soon as the noise generated is likely to affect the peace of the other residents.

- The customer remains responsible for his physical condition and the establishment cannot be held responsible in the event of effects resulting from the services he would use.

- The Customer also undertakes that the IT resources made available to him by the Establishment (in particular the WiFi network) are not used in any way for purposes of reproduction, representation, provision or communication to the public works or objects protected by copyright or a neighboring right, such as texts, images, photographs, musical works, audiovisual works, software and video games, without the authorization of the holders of the rights provided in Books I and II of the Intellectual Property Code when this authorization is required. The Customer is also required to comply with the security policy of the establishment's internet access provider, including the rules for using the means of securing implemented in order to prevent the

illicit use of resources. and to refrain from any act that undermines the effectiveness of these means.

- The Customer is responsible for all damage caused by him and / or his guests within the Establishment and bears all the costs generated by this damage and / or by non-compliance with the aforementioned rules. The establishment reserves the right to intervene if necessary and to take any appropriate measures against the Client.
- The Customer may not take items belonging to the Establishment. In the event of a mistake, he will inform the establishment, return the item to it, which will otherwise be billed and debited from the bank card used to pay for the services used.

During his stay, the customer is responsible for the room provided as well as its furniture. His negligence resulting in the degradation of the premises engages his responsibility. The hotel reserves the right to charge the sums necessary for repairs and refurbishment and the costs incurred by the immobilization of the room by debiting the payment instrument used to pay for the stay.

The establishment may demand, in the event of voluntary degradation made by the Customer, the full reimbursement necessary for the repair, together with a penalty of 1,000 euros. In the event of intentional or involuntary water damage, he will demand full reimbursement of the damage caused and full reimbursement of the nights spent by neighbors prevented until the damage is repaired.

The property may require a cleaning fee if the room is left in an unusually dirty condition. In the event of deterioration of the bedding and box spring, the establishment will demand reimbursement of the damage with a flat rate of 2,000 euros for repairing and inability to relocate the room.

9-COMMITMENTS AND RESPONSIBILITIES OF THE ESTABLISHMENT

The establishment undertakes, as part of an obligation of means, to provide access to the Site and the Services offered in accordance with the General Conditions and to act with diligence and competence and to implement everything, within a reasonable limit, in order to remedy any malfunction brought to its attention.

The establishment may, however, be obliged to temporarily suspend the Site without notice, in particular for technical maintenance reasons, without this entailing its liability. The Customer acknowledges and accepts that the Establishment cannot be held liable for any inconvenience or damage related to the use of the Internet network, including, without this list being exhaustive:

- poor transmission and / or reception of any data and / or information on the Internet;
- failure of any reception equipment or communication lines;
- any malfunction of the Internet network preventing the proper functioning of the Site and / or the reservation of Services.

The Site may refer to hypertext links to other websites published and managed by third parties for which the establishment disclaims all responsibility for the content of these websites and the services offered there. In this regard, it is specified that the partners are responsible for promoting the offers posted on their own websites. The decision to consult third-party websites is therefore the full and entire responsibility of the Customer.

The establishment is not responsible in the event of theft or loss of personal effects occurring during a stay.

It is strongly recommended not to leave any objects or other visible effects in the vehicles and to leave valuables in the safe in the room.

The parking offered to vehicles within the premises of the Establishment remains the sole responsibility of the users and the Establishment, not operating any surveillance, nor insurance in this respect will in no way be sought for any liability whatsoever in the event of damage or degradation.

The establishment declines all responsibility if the Customer, taking reckless risks, endangers his physical integrity.

A luggage storage service is available. The establishment declines all responsibility in the event of theft, loss or damage resulting from the use of this service.

In the event of health contamination (COVID, etc.), the establishment cannot be held responsible, as it cannot verify whether the client has applied the barrier measures and the instructions from the health authorities, both inside and outside the establishment.

The establishment offers an unsupervised outdoor swimming pool, the use of which is under the sole responsibility of the Guests. The establishment declines all responsibility in the event of an accident occurring in or around the swimming pool. The swimming pool hours are displayed in the internal regulations. The establishment cannot be held responsible and the Customer cannot claim compensation if its access and use were prevented for technical or health reasons.

10-FORCE MAJEURE AND DISCHARGE

Neither party can be held liable to the other party in the event of non-performance of its obligations resulting from a case of force majeure. It is expressly agreed that force majeure suspends, for the parties, the performance of their reciprocal obligations and that each party bears the cost of the resulting costs. The cases usually recognized by the case law of the Court of Cassation are considered as cases of force majeure. If the case of force majeure were to last more than thirty (30) days from its occurrence, these General Conditions may be terminated by any of the parties without any of them being able to claim the award of damages.

The establishment will never be held responsible for all cases of force majeure not allowing it to offer the reserved services, such as conflicts, water damage, natural disasters, fires, interruption of communication networks and more generally, any fortuitous event beyond the control of the Establishment.

11-INTELLECTUAL PROPERTY

The use of the name, graphics, logo and commercial identification of the establishment is prohibited and protected. It is also prohibited to attempt to modify or divert from its purpose the merchant site or to interfere with its functionalities.

12-MEDIATION

These general conditions of sale are subject to French law, any contradictory interpretation may be submitted to the Mediator of the Republic.

All data and computer exchanges are probative in the event of a dispute arising.

13-PERSONAL DATA

When the Customer uses the Site, in particular when making a reservation, the establishment implements the processing of personal data under the conditions described in the Internal Regulations. The Customer is informed, on each of the personal data collection forms, of the mandatory or optional nature of the responses and information by the presence of an asterisk. Failure to provide information identified as mandatory, the establishment may not be able to record a reservation and manage the latter's complaints. Thus, the information collected as part of the Customer's reservation is intended for the Establishment, its partners, its service providers (in particular online payment providers) and for the purposes of executing the booking or making the reservation, taking pre-contractual measures. As soon as the guarantees provided for by the applicable regulations have been put in place, the Customer's data may be transferred from Europe to countries that do not ensure, from the point of view of the European Union, an equivalent level of Data protection. In order to secure payment transactions, the Institution implements in particular processing of personal data intended to determine the level of risk of fraud associated with each transaction. The establishment may take security measures, in particular ask the Customer to use another reservation channel or another method of payment. These measures will have the effect of suspending the execution of the reservation or, if the result of the analysis does not guarantee the security of the order, of canceling it. Fraudulent use of a means of payment generating a payment default may result in the Customer being registered in the establishment's incident file, which may lead him to block future payments or to carry out additional checks.

The Customer may at any time exercise the rights he has under the regulations on the protection of personal data. All the information useful for this purpose is indicated in the Rules of Procedure.

Note:

This English translation is provided for reference purposes only. In case of any discrepancy between the French and English versions and in the event of any dispute or action, the binding contract is the French document CONDITIONS GENERALES DE SERVICES.