

General Terms and Conditions

REVOLUGO

Entry into effect: (20/03/2019)

1. Purpose

Revolugo (hereinafter referred to as "**Revolugo**") proposes a travel solution that allows event organizers' attendees to plan their entire trip on one single interface (hereinafter referred to as the "**Interface**"), directly from the event organizer's website by clicking on the Revolugo Widget (hereinafter referred to as the "**Widget**"). Revolugo offers on the Interface a selection of accommodations localised around the event (such as hotels, motels, bed & breakfast etc.) (hereinafter referred to as "**Travel Provider**"). The offers of accommodations, accessible on the Interface, are provided by a Travel Provider with which Revolugo has contracted or by a partner of Revolugo acting as an intermediary of accommodation (hereinafter referred to as the "**Partner(s)**").

The purpose of these General Terms and Conditions is to define the Terms and Conditions of use of the services provided on the Widget (hereinafter referred to as the "**Services**") as well as to define the rights and obligations of the various parties within this framework, in particular the users of the Services (hereinafter referred to as "**the Users**").

These General Terms and Conditions of Use can be accessed and printed at any moment from a direct link on Revolugo website's homepage and at the time of booking, before the confirmation of the payment by the User.

They may be subject to certain additional Terms and Conditions specific to certain Services (which are hereby incorporated into the General Terms and Conditions of Use) or Partners of Revolugo. (which the Users must then accept, see article 5). In the case of any inconsistency between the General Terms and Conditions of Use and these specific conditions, the latter shall prevail.

2. Manager of the Services and the Widget, Contact Details

The Services accessible on the Interface are managed by the company CBS Travel, a joint stock company with a registered capital of EUR 7,500, registered under number 834 220 980 with the Registry of Trade and Companies of Créteil, and whose head office is located at 5 avenue du général de Gaulle, 94160 SAINT-MANDÉ. CBS Travel is registered as a travel operator under number IM075180019.

CBS Travel's Insurance and Financial Guarantee are the following:

- Guarantor from 06/02/2018
APST - 15 AVENUE CARNOT, 75017 PARIS CEDEX, FRANCE
- Insurer from 06/02/2018
GENERALI IARD - 2 PILLET-WILL STREET, 75009 PARIS CEDEX, FRANCE

CBS Travel can be contacted through any of the following channels:

Street Address: 5, avenue du Général de Gaulle, 94160 Saint-Mandé

Telephone: +33 7 81 15 53 54
Email address: contact@revolugo.com

3. Access to the Services

The Services can be accessed by:

- Any person having the full legal capacity to be bound by these General Terms and Conditions of Use. Any person who does not have such full legal capacity may only access the Services with the agreement of their legal representative.
- Any entity acting through a person having full legal capacity to contract for and on behalf of the entity. In this case, the User guarantees Revolugo that he is qualified to contract and to accept these General Terms and Conditions, both in its own name and on its behalf, and in the name and on behalf of the beneficiary(ies) of the reservation.

4. Acceptance of the General Terms and Conditions of Use

These General Terms and Conditions of Use can be accepted by checking a checkbox before the confirmation of the payment by the User. This acceptance can only be full and complete. Any qualified acceptance is considered as null and void. Users who do not accept to be bound by the General Terms and Conditions of Use must not use the Services.

5. Articulation with the intervention and General Terms and Conditions of Revolugo's Partners

Users are expressly informed and agree that the reservation made on the Interface can be made either by Revolugo directly with a Travel Provider, or through Revolugo's Partners indicated in annex.

If the accommodation is provided by a Partner of Revolugo, Users still contract directly with Revolugo, which is their only contact, but they agree that the accommodation is then also subject to the General Terms and Conditions of the Partner, that must be accepted by Users by means of a check box before the validation of the payment on the Platform.

In case of contradiction between these Terms and Conditions and the Terms and Conditions of the Partner, the latter shall prevail.

6. Description of the Services

The Services are accessible via a Widget active on the website of the event. They are provided according to the following successive phases.

6.1.1 Reservation on the Interface

To reserve an accommodation, the User selects an accommodation on the Interface by clicking on the name of the Travel Provider either in a list in a sidebar or on a map indicating the geographical position of the Travel Provider.

On the Travel Provider's inset, the User selects a room type and the facilities offered by the Travel Provider. The User cannot reserve more than five rooms for the same date and Travel Provider. During this selection, the Client is informed of the cancellation conditions specific to the chosen reservation.

To make a reservation, the User must fill in the following information:

- o Last name
- o First name
- o Title
- o Email address
- o Phone number
- o Billing address (optional).

If the User is an entity acting through a person, the User must indicate the identity of each beneficiary(ies) of the reservation and is also limited to a reservation of maximum seven rooms for the same date and Travel Provider. The User must transmit to the beneficiary(ies) of the reservation all the necessary information (especially vouchers). A unique order number will be assigned to this reservation.

An account is automatically generated from the information that is entered during the reservation.

The User must then pay his reservation by credit card.

6.1.2 Confirmation, modification and cancellation of the reservation

After the payment, the User receives by email a booking confirmation with a reminder of the cancellation conditions proper to the Travel Provider, an invoice and a voucher. The confirmation email also includes an order number with which the User may log in the Interface from the Widget on the event's website.

The User may modify or cancel his reservation according to the conditions of the Travel Provider indicated on the confirmation email and on his Interface. The User can modify or cancel his reservation by logging in the Interface via the Revolugo Widget with the order number communicated in the confirmation email, and then clicking on the corresponding button on the Interface or by email to contact@revolugo.com.

In case of No-Show, cost of the stay will be charged and the rest of the reservation will be cancelled.

6.1.3 Other Services

Revolugo may propose other types of service, in accordance with these Terms and Conditions.

7. Financial Conditions

7.1 Prices

The prices of the Services are indicated on the Interface.

Unless otherwise stated, they are expressed in Euro and are inclusive of all taxes except the stay tax which is to be paid on site.

The amount of the stay tax indicated on the Interface at the time of booking may vary at the initiative of the city concerned and be different from the one actually requested at the time of payment.

Revolugo reserves the right, in its sole discretion and according to conditions that it deems appropriate, to propose promotional offers or price reductions.

7.2 Terms of payment

The payment of the price is carried out by direct debit from the User's bank card.

The direct debit is implemented by the secured payment service provider STRIPE, who Revolugo entrusts with the storage of the User's bank data to this end.

The User guarantees to Revolugo that he has all the necessary authorizations to use the chosen payment mode. The User undertakes to take all necessary measures so as to ensure safe carrying out of the direct debit.

8. Absence of right of withdrawal

Users expressly acknowledge and accept that, in accordance with the provisions of article L.221-28 (paragraph 12 °) of the French Consumer Code, their right of withdrawal cannot be exercised, as the Services offered by Revolugo are hosting services that must be provided on a specified date or period.

9. Term of Services

Users can cancel their reservation according to the cancellation conditions of the Travel Provider indicated in his confirmation email and on his Interface in accordance with the procedure laid down in the provisions set out in Article 6.1.2 of these General Terms and Conditions.

10. Revolugo's data

Users expressly acknowledge and accept that the data collected on Revolugo's Interface and its computer equipment attest to the reality of the transactions performed in the context of this agreement and this data is the main means of acceptable proof between the parties.

Users can access this data on the Interface.

11. Obligations for Users

Without prejudice to other obligations provided for in this agreement, Users undertake to respect the following obligations.

- 11.1** Users agree, in their use of the Services, to respect and abide by all laws and regulations in force and not to violate public order or infringe the rights of any third party.

Each User is solely responsible for successfully completing all necessary administrative, tax and /or immigration formalities, as well as for the payment of taxes that could result from their travel. Revolugo shall in no case be held liable in this respect.

- 11.2** Users undertake to use the Services themselves personally. They shall not transfer, sublicense, delegate or assign all or part of their rights or obligations under the present general Terms and Conditions of use to any third party, in any way.

- 11.3** Users are solely responsible for the documents, elements, data, information that they provide to Revolugo. Users guarantee Revolugo that they are authorised to provide these documents, elements, data and information, that they have all the necessary rights and authorisations for their exploitation within the framework of the Services. Users are also solely responsible for their accuracy, sincerity and completeness and Revolugo can in no way be held responsible for any errors, typos, omissions or details likely to be misleading in the reservation due to a breach of this clause by the User.

- 11.4** Users agree to contact the Travel Provider for special requests (animals, etc.) and respect the check-in and check-out times mentioned in the reservation confirmation.

- 11.5** Users completing the registration undertake to respect the registration procedures and in particular the requirement for a valid email address.

- 11.6** Users agree to provide Revolugo with all information necessary for the proper performance of the Services. More generally, Users agree to actively cooperate with Revolugo with a view to ensuring the proper performance of this agreement.

- 11.7** Users shall take all necessary measures to back up through their own resources the information they deem necessary in their Interface as no copy of this information shall be provided to them.

12. Sanctions for breaches

In the event of a breach by a User of any of the provisions of these General Terms and Conditions of Use or more generally, of any infringement by the former of any laws and regulations in force, Revolugo reserves the right to take any measures it deems appropriate and in particular:

- (i) To suspend, cancel or prevent access to the Services for any User who has breached any provision or infringed any law or regulation, or who has participated in this breach or infringement,
- (ii) To inform any relevant authorities,

(iii) To commence and prosecute any legal proceedings.

13. Revolugo's Obligations and Liability

Without prejudice to the other obligations stipulated in these General Terms and Conditions of Use, Revolugo agrees to respect the following obligations:

13.1 Revolugo undertakes to make its best effort to provide Users with photos, details and descriptions giving the best illustration of the Services offered by the Travel Provider.

However, Revolugo cannot guarantee the accuracy of any descriptions, photos or details of the rooms and the facilities provided by the Travel Provider and cannot be held liable for any loss, damage or claim suffered by the User related to these descriptions.

13.2 Revolugo does not guarantee the User that the proposed accommodation will meet all of his needs, tastes or expectations. The User agrees that Revolugo cannot be held liable for any claim or damage related to the accommodation provided by the Travel Provider.

13.3 Revolugo undertakes to use the documents, elements, data, and information provided to it by the User only for the purposes of providing the Services. It guarantees the User that it will conserve these documents, elements, data, information and Content throughout the duration of the Services and undertakes to destroy them at the request of the latter.

13.4 Revolugo agrees to regularly check that the Interface is operational and can be accessed. To this end, Revolugo reserves the right to interrupt access to the Interface momentarily for maintenance purposes. In the same way, Revolugo shall not be held liable if the Interface is ever momentarily difficult (or impossible) to access, the causes of these circumstances being outside Revolugo's control, force majeure, or due to any disruption in the telecommunications network.

13.5 Revolugo cannot be held responsible for the non-performance or the delay in the execution of the Services because of external circumstances or a case of force majeure, being expressly specified that are considered as a case of force majeure, besides those which are usually retained by the case law of the French courts: exceptional weather, natural disasters, fires and floods, lightning, attacks, cases of rupture or blockage of telecommunication networks, means of transport or postal services, including strikes, damage caused by viruses for which the existing means of security on the market do not allow their eradication, as well as any legal or regulatory obligation or public order imposed by the competent authorities and which would have the effect of substantially modifying these General Terms and Conditions.

13.6 Revolugo cannot be held liable for any decisions made by the User or by any third party designated by the latter.

13.7 Revolugo cannot in any case be held liable for any services provided by any third-party service provider (potentially including its Partners), even if the User has been put in touch with any of these third-party service providers by Revolugo. Revolugo is not a party to contracts between the User and any third-party service provider and will under no circumstances be held liable in respect of difficulties which may occur during the conclusion or performance of such contracts, nor be a party to any potential disputes whatsoever between the User and the third-party service provider, in particular concerning the delivery of products and/or services, guarantees,

statements or any other obligations to which the User and the third-party service provider would be bound.

13.8 In any event, the liability that may be incurred by Revolugo under the terms hereof is expressly limited to the direct damages suffered by the User and may not exceed the total amount of the price paid by the latter for the Services in question.

14. Intellectual Property

The systems, software, structures, infrastructures, databases and content (text, images, graphics, music, logos, trademarks, databases, etc.) used by Revolugo on the Interface, are protected by all intellectual property rights, or rights for the creators of databases, in force. Any dismantling, decompilation, deciphering, extracting, reusing, copying and, more generally, any reproduction, representation, publishing or use of all or part of any these items, without Revolugo's authorization, is strictly prohibited and could lead to prosecution.

15. Personal Data

Revolugo practises a policy of protection of personal data, the characteristics of which are detailed in the document "*Charter concerning the protection of personal data*", which Users are expressly invited to read.

16. Amendments

Revolugo reserves the right to amend these General Terms and Conditions of Use at any time.

Users shall be informed of these amendments through any pertinent channel.

Such amendments are not applicable to reservations already made.

17. Consumer Mediation

In the event of any dispute with Revolugo, in relation with these general Terms and Conditions, Users have the right to seek recourse, free of charge, to a consumer mediator, for purposes of finding an amicable settlement, pursuant to articles L611-1 et seq. and articles R152-1 et seq. of the French Consumer Code.

To this end, Users may contact the following consumer mediator:

Centre de médiation et de règlement amiable des huissiers de justice (Medicys – Mediation and Amicable Resolution Center of Judicial Officers)

Street address: 73 Boulevard de Clichy, 75009 Paris (France)

Email address: contact@medicys.fr

Telephone: (33) 1 49 70 15 93

<http://www.medicys.fr/index.php/consommateurs/>

In case of any complaint made by a User that is an European consumer who could not find an amicable solution with the customer service of Revolugo, the User may use the European platform

for the settlement of consumer law disputes accessible at the following url address : <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>.

18. Reproduction of Articles R. 211-5 to R. 211-13 of the French Tourism Code

In accordance with current French legislation, the provisions of articles R.211-3 to R.211-11 of the French Tourism Code are reproduced below.

Article R211-3

Subject to the exclusions in the third and fourth paragraphs of Article L. 211-7, any offers and sales of travel and stay services are subject to the provision of appropriate documents that meet the rules defined by this section.

In case of sale of airline tickets or travel tickets on a regular line not accompanied by services related thereto, the seller delivers to the purchaser one or several tickets for the entire trip, issued by the carrier or under its liability. In the case of transport on request, the name and address of the carrier, for whom the tickets are issued, must be mentioned.

Separate billing of various elements of a package does not release the seller from the obligations placed upon it by the regulatory provisions of this section.

Article R211-3-1

The exchange of pre-contractual information or the provision of contractual terms are done in writing. They may be done electronically in accordance with the conditions of validity and exercising provided for in Articles 1125 to 1127-6, 1176 and 1177 of the Civil Code. The name or business name and address of the seller and the indication of its registration in the register mentioned in "a" of section L. 141-3 are mentioned or, if appropriate, name, address and the indication of the registration of the federation or union mentioned in the second paragraph of Article R. 211-2.

Article R211-4

Prior to the conclusion of the contract, the seller must communicate to the consumer the information on prices, dates and other aspects of the services provided during the trip or stay such as :

1° The destination, the means, characteristics and transport categories used;

2° The type of accommodation, the situation, its comfort and its main characteristics, its certification and tourist classification corresponding to the regulations or customs of the host country ;

3° The catering services provided;

4° The description of the itinerary in the case of a circuit;

5° The administrative and health formalities required by national or by nationals of another Member State of the European Union or a State party to the Agreement on the European Economic Area in the event, especially, border crossing and their deadline for completion;

6° Visits, excursions and other services included in the package or other services available at an additional price;

7° The minimum or maximum group size for the journey or stay, and, if the journey or stay is subject to a minimum number of participants, the deadline for informing the consumer in the event of cancellation of the trip or stay; this date cannot be set at less than twenty-one days before departure;

8° The amount or percentage of the price to be paid as a deposit on signing the contract and schedule of the payment of the balance;

9° The price review procedures as specified in the contract pursuant to Article R. 211-8;

10° Contractual cancellation conditions;

11° Cancellation conditions defined in Articles R. 211-9, R. 211-10 and R. 211-11;

12° The information concerning the optional subscription of an insurance policy covering the consequences of certain cases of cancellation or an assistance contract covering certain specific risks, including repatriation in case of accident or illness;

13° When the contract includes air transport services, the information, for each flight segment, under section R. 211-15 to R. 211-18.

Article R211-5

Any prior information given to the consumer binds the seller, unless within it the vendor expressly reserves the right to modify certain elements. The seller must, in this case, clear to what extent these changes may occur and on what elements.

In any case, changes to the prior information must be communicated to the consumer before the contract is concluded.

Article R211-6

The contract between the seller and the purchaser must be written, in duplicate copy, one of which is delivered to the buyer, and signed by both parties. When the contract is concluded by electronic means, is made pursuant to Articles 1125 to 1127-6, 1176 and 1177 of the Civil Code. The contract must include the following clauses:

1° The name and address of the seller, its guarantor and insurer and the name and address of the organizer;

2° The destination or destinations of the trip and, in case of a stay, the different periods and dates;

3° The means, characteristics and categories of transport used, dates and places of departure and return;

4° The type of accommodation, the situation, its comfort and its main features and tourist classification under the regulations or customs of the host country;

5° The catering services provided;

6° The itinerary in the case of a tour;

7° Visits, excursions or other services included in the total price of the trip or stay;

8° The total price of services invoiced and the indication of any possible revision of this invoicing under the provisions of Article R. 211-8;

9° The indication, if applicable, charges or fees for certain services such as landing taxes, of landing and boarding at ports and airports, tourist taxes when not included in the price of the service or services provided;

10° The timetable and terms of payment of the price; the last payment made by the purchaser may not be less than 30 % of the price of the trip or stay and must be made upon delivery of the documents enabling the trip or stay;

11° The special conditions requested by the buyer and accepted by the seller;

12° The manner in which the purchaser may submit a complaint to the seller for breach or improper performance of the contract, the complaint must be addressed as soon as possible, by any means capable of producing a receipt to the seller, and, if appropriate, notified in writing, the concerned organizer of the trip and service provider;

13° The deadline for informing the buyer in case of cancellation of the trip or stay by the seller if the journey or stay is subject to a minimum number of participants, in accordance with the provisions of Article R. 211-4;

14° Contractual cancellation conditions;

15° The cancellation conditions provided for in Articles R. 211-9, R. 211-10 and R. 211-11;

16° Details of the risks covered and the amounts guaranteed under the insurance contract covering the consequences of professional civil liability of the seller;

17° Information concerning the insurance contract covering the consequences of certain cases of cancellation subscribed by the buyer (policy number and name of insurer) as well as those regarding the assistance contract covering certain specific risks, including repatriation in case of accident or illness; in this case, the seller must give the buyer a document specifying at least the risks covered and the risks excluded;

18° The deadline for informing the seller in case of transfer of the contract by the buyer;

19° The commitment to provide the buyer, at least ten days prior to the scheduled departure, the following information:

- a) Name, address and telephone number of the seller's local representative or, failing that, names, addresses and telephone numbers of local organizations likely to help the consumer in case of difficulty or, failing that, the telephone number to establish urgently a contact with the seller;
- b) For travel and stays of minors abroad, a phone number and address to establish direct contact with the child or the person in charge during his/her travel or stay;

20° The clause of cancellation and refund without penalties of the sums paid by the buyer in case of non-compliance with the obligation to provide information under the provisions 13 of Article R. 211-4;

21° The commitment to provide the buyer, in due time before the start of the trip or stay, the times of departure and arrival.

Article R211-7

The buyer may transfer the contract to a transferee who meets the same conditions as him for the trip or stay, as long as the contract has no effect.

Except conditions more favourable to the transferor, it must inform the seller of his decision by any means capable of producing a receipt no later than seven days before the start of the stay. In the case of a cruise, this period is extended to fifteen days. This transfer is subject, under no circumstances, to prior authorization from the seller.

Article R211-8

When the contract includes an explicit possibility of price revision, within the limits laid down in Article L. 211-12, it must mention the precise method of calculation, both in the increase or reduction, changes in prices, in particular the amount of transport costs and related taxes, the currency or currencies that may affect the price of the trip or stay, the part of the price to which the variation applies, the currency(ies) exchange rate used as a reference when establishing the price stated in the contract.

Article R211-9

When, before the departure of the buyer, the seller is forced to make a change to one of the essential elements of the contract such as a significant price increase and when he ignores the information obligation mentioned in 13 ° of Article R. 211-4, the buyer may, without prejudice to any action for compensation for any damages suffered, and after having been informed by the seller by any means allowing him to obtain an acknowledgment:

-both terminate the contract and obtain without penalty the immediate reimbursement of the amounts paid;

-or accept the modification or the substitute trip proposed by the seller; a rider to the contract specifying the changes made is then signed by the parties; any reduction in price is deducted from any amounts remaining due by the purchaser and, if the payment already made by the latter exceeds the price of the modified service, the overpayment shall be returned to him before the date of departure.

Article R211-10

In the case provided for in Article L. 211-14, where, before the departure of the buyer, the seller cancels the trip or stay, he must inform the buyer by any means allowing him to obtain an acknowledgment of receipt ; the buyer, without prejudice to any action for compensation for any damages suffered, obtains from the seller immediate reimbursement without penalty of the sums paid ; the buyer receives, in this case, an indemnity at least equal to the penalty he would have supported if the cancellation had been made on that date.

The provisions of this article do not in any way prevent the conclusion of an amicable agreement having for object the acceptance, by the buyer, of a replacement trip or stay offered by the seller.

Article R211-11

When, after the departure of the buyer, the seller is unable to provide a major part of the services under the contract representing a significant percentage of the price paid by the buyer, the seller must immediately take the following measures without prejudice to any action for compensation for any damage suffered:

-either offer services as a replacement for those that must have been provided, bearing any additional charge and, if the services accepted by the buyer are of inferior quality, the seller must refund, as soon as he returns, the price difference;

-whether, if he cannot offer any replacement service or if these are refused by the buyer on reasonable grounds, provide the buyer, without additional price, tickets to ensure his return in conditions that can be considered equivalent to the place of departure or to another place accepted by both parties.

The provisions of this Article shall apply in the event of non-compliance with the obligation under the provisions 13 of Article R. 211-4.

19. Law and Jurisdiction

This Contract is subject to French law and will be interpreted and governed by such.

Any dispute that may arise in connection with its validity, its interpretation or its enforcement will fall within the exclusive jurisdiction of the Commercial Court of Paris France, save conflicting mandatory rules of practice.