

GENERAL CONDITIONS OF SALE

Preamble

Article 1.1 Description of the seller

Menton Riviera & Merveilles Community Tourist Office, a State-funded Industrial and Commercial Establishment registered No.82512484500017 with head office located at 8 avenue Boyer, 06500 Menton

With registration number M006180003 in the French Register of Travel and Tour Operators

Financial guarantor APST, 15 AVENUE CARNOT, 75017 PARIS

Professional civil liability insurer: SMACL ASSURANCES, 141 AVENUE SALVADOR ALLENDE, 79031 NIORT CEDEX 9

Hereinafter referred to as 'the Tourist Office'

Article 1.2: Definitions

Package: In accordance with article L.211-2 of the French Tourism Code, the combination of a minimum of two different types of travel services for purposes of the same trip or holiday beyond 24 hours or including a night is referred to as a package if: 1 Such services are jointly provided by one tourism professional, inclusive of any event of the traveller's request or in accordance with the latter's choice, before signing a single contract for all of the travel services provided.

2 Irrespective of the signature of separate contracts with individual travel service providers, these services are: a) purchased from a single point of sales and before the traveller agrees to pay b) offered, sold or charged at an inclusive or total price c) advertised or sold under the term 'package' or under any similar term d) combined after signing a contract under which a tourism professional authorises the traveller to select from a range of various travel services e) procured from separate tourism professionals via a linked online booking process when the traveller's name, payment details and email address are provided by the tourism professional with whom the initial contract is entered into and when a contract is granted to this or these tourism professional(s), latest 24 hours after first booking for travel service is confirmed.

Package: Under this General Conditions of Sale, the term Package refers to the combination of a minimum of two travel or tourism services.

Net Tourism Activity: Refers to any travel or tourism service sold separately, as understood under the French Tourism Code.

ARTICLE 1.3 – Purpose

The General Conditions of Sale hereof aim to specify the rights and obligations of the parties under which the Tourist Office will commercialise tourism services, directly or via partner service providers, to travellers or non-professionals, as understood under the consumer code or the traveller's code under the French Tourism Code, with legal capacity to enter a contract (Hereinafter referred to as 'The Client – s –').

Article 2 – General provisions

2-1 This General Conditions of Sale shall be valid as from 23.06.2021 and enforceable, unless in case of a special agreement.

2-2 The Tourist Office's failure to assert themselves of a right under a provision of this General Conditions of Sale shall not be construed as a renunciation to exercise their right under one of these provisions in the future.

2-3 In the event that a provision of this General Conditions of Sale is declared void, such provision shall be reputed unwritten, without impacting the validity of other provisions, unless the said unvalidated provision was capital and essential.

2-4 the following shall also apply to the offer and procurement of services, under the same conditions as those set out in this General Conditions of Sale:

The special conditions of Partners listed in the description of the service and upon confirmation of the booking. Procurement or booking for a travel service constitutes an acceptance of the special conditions of partners.

2-5 General provisions on the sales of services via the website. The Tourist Office shall market various travellers-destined services, individually, on its Site. Such sales shall be governed by this General Conditions of Sales. Placing orders for services is exclusively restricted to clients having previously fully read and accepted the

General Conditions of Sales by ticking the relevant box or by clicking on the relevant hyperlink provided on the Website. Completing the ordering process shall be possible only after acceptance of the General Conditions of Sales. In accordance with the General Conditions of Sales, the Client must be at least 18 years old, legally authorised to enter a contract and to use this Site. Except in case of fraud for which the Client shall have burden of proof, the client shall be financially responsible for their actions undertaken on the Website, especially with regard to the use of their Username or password. The Client further warrants that all information provided on the website are correct. Any fraudulent or fraud-like use of the Website in violation of the General Conditions of Sale hereof shall constitute a valid motive to deny access to the User for services offered by partners, as well as other features of the Website at any moment.

Article 3 – Precontractual Information

The Client acknowledges that they have been communicated the General and Special Conditions of Sale hereof listed in article L.221-5 of the Consumer code and article R.211-4 of the French Tourism Code, in a readable and intelligible format, prior to finalising their order and signing the contract. The Client further acknowledges that they have been provided with the standard information form issued in application of the Order of 1 March 2018, 'Setting down the standard information form for the sales of travel services and stays'

ARTICLE 4 – Formation of Contract

4-1 It should be clarified that orders for one or several services offered by the Tourist Office imply the Client's full and unreserved acceptance of these General Conditions of Sale, which can be accessed either at the Office's counter or on their website.

4-2 Booking conditions

Bookings for services offered by the Tourist Office can be made either at the counter of the Office or via the website.

4-2-1 Descriptions and pictures of services referenced by the Tourist Office on their Website are exclusively for information purpose, and their content may vary from one service provider to the other. Should the Client deem that they have not been provided with sufficient information on the features of the desired services before placing their order, they may request additional information on such services from the Tourist Office. By placing their order, the client acknowledges that they have been provided with all desired information on the nature and features of the services ordered.

4-2-2 The Contract becomes final and enforceable when the client validates the Website's booking page (which provides an overview of the ordered services) and clears payment for the total amount for services ordered. So long as all these conditions are not met, the service contract shall not be deemed executed, and the Tourist Office shall not be held to provide the ordered services. Once validly executed, the service contract may not be subject to any modification or cancellation by the client, under reserve of exercising their right of cancellation, under conditions hereinafter set out in article 2-4 or after agreement by the parties.

Article 5 – No right of withdrawal

Article L.221-28 of the Consumer code stipulates that the right of withdrawal cannot be exercised for accommodation services other than residence accommodation, goods' transportation services, car rentals, catering or leisure activities to be provided at a specific date or period. Article L.221-2 of the Consumer Code further excludes this right to withdrawal for the transportation of people and tourism packages. The Tourist office asserts their right regarding such absence of the right of withdrawal and states that the Client shall not be entitled to any such right for all travel services within the scope of article. 221-28 or L.221-2 of the Consumer Code.

Article 6 – Prices

6-1 Except otherwise indicated on the website, prices displayed on the website are expressed in euro and include Value Added Tax. Some additional local taxes payable by the client, once at their destination, may be charged by local authorities (tourism tax, tourist tax...). Set prices cover all items listed in the description of the service and in the contract. Except otherwise indicated in the contract, the price does not include transportation to and fro the destination, additional services for individual rooms, transportation facilities,

optional insurances and personal expenditures. The Tourist Office reserves the right to modify the price of their services, at any moment, in agreement with the service provider, before booking.

6-2 Regulation on booking for tourism services, products, tickets and packages. Payment for ordered services are cleared in full at booking, except the tourist tax to be paid directly to the service provider, upon arrival or at departure, depending on the establishment's conditions.

6-3 Special provisions depending on booking conditions

6-3-1 Regarding bookings made at the counter of the Reception and Information Service of Menton Riviera & Merveilles Community Tourist Office located at avenue Boyer – Palais de l'Europe – 06 500 MENTON : The Price is set to cover all indicated services as described in documents provided at the counter of the Tourist Office.

Payments for services ordered may be cleared by debit card, cash or check.

6-3-2 regarding bookings made via the Website: The prices are set to cover all indicated services, as described on the Website. In any event of modification, the applicable price shall be the price in force as of the date of validation of the 'Basket' page on the Website. Prices displayed on the website may be modified at any moment, without prior notice, being understood that such modifications shall not apply to previously accepted bookings. The price indicated does not include the tourist tax and must be paid to the service provider proportionately to the number of people and nights booked. Payments for services ordered via the website must be made by debit card (Carte Bleue network debit cards, Visa, Eurocard/Mastercard are accepted) via a secured payment system.

6-4 The Tourist Office undertakes to apply the rates in force at the moment of booking, but reserves the right to undertake a unilateral modification of their prices under conditions set out in this article. In accordance with article L.211-12 of the French Tourism Code, the price may be increased or reduced after the booking is confirmed, in order to consider changes in: 1 Passengers' transportation fee resulting from costs of fuel or other sources of power supply; 2 tax rate on travel services included in the contract and imposed by a third party not directly involved in the execution of the travel contract, including tourist taxes, landing taxes embarkation or disembarkation fees at seaports and airports; 3 exchange rates relevant to the contract. Any possible price increase, in application of the previous paragraph, must be subject to a clear and comprehensible notification to the Client and combined with justification and calculation of such increase on a durable medium, latest 20 days before the beginning of the services. Similarly, the Client has the right to a price reduction corresponding to a decrease in the costs referred to in points 1, 2 and 3, which may occur after finalising the contract and before the start of the travel or the stay. In any event of price reduction, the organiser or the retailer shall have the right to deduct actual administrative expenses from the refund owed to the traveller. At the traveller's request, the organiser or the retailer shall provide proof of those administrative expenses. If the price increase exceeds 8% of the total price of the package or travel service, the traveller may accept the proposed modification or, within a reasonable period, terminate the contract without paying a termination fee and obtain reimbursement for all completed payments.

Article 7 – Conditions for performing travel services

7-1 The duration of each travel service is indicated at the counter of the Tourist Office or on the Website. Under no circumstance whatsoever, the client may not assert themselves of any right to remain in the premises after the termination of the travel services. For the proper performance of the services, the client must show up on the indicated date and hour, or contact the service provider directly.

7-2 Special provisions depending on services ordered

7-2-1 Net Tourism Activity, Packages and Tourism Packages:

Indicated hours must be strictly respected, for the proper performance of travel services. In the event of a Client's delay without notification regarding their hour of arrival, the service provider reserves the right to guarantee or not the client's booking. In case the service provide is compelled not to wait for delaying clients, the latter may be offered a postponement of their activities. In the event no date is agreed upon in replacement, the client shall be sole responsible for their delay and a penalty worth 100% of the amount of the service shall be charged to the Client. For climate motives, extraordinary or unavoidable circumstances or if the minimum number of participants is not reached, some activities offered by the service providers and listed in the description of services on the website may be cancelled. The cancellation of any given activity for extraordinary or unavoidable circumstances or due to the actions of a third party to the contract may not, in any case whatsoever, entitle the Client to a compensation from the Tourist Office.

7-2-2 Ticketing:

The confirmation document will be provided to the client upon arrival at the service provider's location. NOTE: Kindly check the establishment's opening hours and days. Ordered tickets shall not be sent by mail, except for some specific service providers. Whenever available, this possibility shall be indicated on the product's description and at booking, and the tickets will be delivered at the mail address indicated by the User during their order. Delivery deadlines indicated during the ordering process are mean deadlines which correspond to the time needed for processing and delivering the ordered product within France or abroad. Neither the concerned Service Provider nor the Tourist Office may be held responsible if the delivery of tickets was made impossible due to a mistake from the User in the insertion of their details or due to a failure to mention the existence of an interphone or a digicode.

7-2-3 Products offered by Menton Riviera & Merveilles Community Tourist Office

Regarding guided tours, unless otherwise indicated in Special provisions agreed with the Tourist Office, the appointment venue is set at the reception of Menton Riviera & Merveilles Community Tourist Office – 8 located at avenue Boyer – Palais de l'Europe à Menton. Otherwise, the appointment venue shall be indicated in the guided tours' description form and in the summary of the order. Visits depend on the opening days and hours of the various monuments, museums and institutions. Cases of cancellation by the Tourist Office before the start of travel services. The Tourist Office shall inform the client by all possible means, if they cancel a tour before the beginning of the travel service. The Client shall be compensated in accordance with the provisions of article 11, without any prejudice to possible claims for damages incurred, such provisions shall not apply whenever an amicable settlement is reached with the Client, for another tour offered by the Tourist Office.

Article 8 – Modifications and additions by the client

All travel services not comprised in the package must be paid for at destination. Unless previously authorised otherwise by the Tourist Office, the Client may not modify the schedule of their stay. Charges connected with such unauthorised modifications shall be entirely borne by the client. Unused exchange coupons shall not be refunded.

Article 9 – Transfer of contract by the client

The client may transfer their contract to a person who satisfies the same conditions as the client with regard to the travel service. In such case, the client shall notify the Tourist Office, by registered letter with acknowledgement of receipt, latest seven days after they started performance of the travel services. The transfer shall be made against payment of a fee. The transferor and the transferee of the package shall be jointly and severally liable to the seller for the payment of additional fees, charges or other costs arising from the transfer.

Article 10 – Alteration of a substantial contract term by the Tourist Office

If, before the start of the travel services, the Tourist Office was constrained to alter significantly any of the main characteristics of the contract, the client may take the following actions without prejudice to claims of compensation for possible damages suffered and after notification from the Tourist Office, by all possible means: • Terminate the contract without penalties and get immediate refund for all amounts paid • Accept the modifications or changes in the travel services proposed by the Tourist Office. In this case, the parties shall sign a contract amendment specifying such modification. Should the substitute travel service's cost be below that of the ordered service, the balance between the services shall be refunded to the client before the beginning of the service.

Article 11 – Contract termination due to the client's default

All complete or partial termination of a travel service must be notified to the Tourist Office and the Service Provider, in writing (either by mail or by email) indicating the booking number. In any event of a contract termination by the client, the latter shall suffer penalties applied by the Tourist Office, as of right and under conditions stated hereinafter: > If the complete or partial termination by the client occurs 48 hours before the start of the travel service (the estimated hour is calculated according to the scheduled date of arrival), except otherwise indicated in special provisions specified in the service provider's package description and upon

booking confirmation, a penalty worth 8% of the package price including VAT shall be applicable before any possible refund,

- If the complete or partial termination occurs less than 48 hours before the start of the travel service, no refund shall apply, whether or not the client cancels their booking or fails to show up.
- no refund shall be applicable for any last-minute booking completed (less than 48 hours before the scheduled date of arrival). In the absence of a contract termination, or if the client fails to contact the service provider in advance, no refund shall apply if the client cancels or fails to show themselves (no show invoice = absence) Unless specified in special provisions displayed on the site prior to booking, all changes (modification of departure or return date, hours...) or termination due the User's fault shall result in the payment of penalty fees worth 100% of the travel service, except in cases of unavoidable and extraordinary circumstances or a favourable decision from the concerned service provider. These penalty fee shall not be due if the contract is terminated as a result of extraordinary or unavoidable circumstances occurring on the site or within its nearest surroundings and significantly impacting the performance of the contract. In this event, the Tourist Office shall refund all payments made, without any additional compensation.

Article 11 – Contract termination due to the Tourist Office's default

12-1 Should the Tourist Office cancel the travel service before its start, they must inform the client of such cancellation by mail or by email. The client shall be refunded immediately, without prejudice to claims of compensation for possible damages suffered by them. In addition, the client shall receive a compensation corresponding to the penalty they would have been charged if the termination had resulted from their fault as of that date, as specified under article 11 of the General Conditions of Sale hereof. Such provisions shall not apply whenever an amicable settlement is reached with the Client, for a substitute service offered by the Service Provider or the Tourist Office.

12-2 However, the Tourist Office shall not pay any additional compensation if the contract termination occurred in the following cases: 1) When the number of registrations is below the minimum number of required participants indicated in the Service's description. In such case, the Service Provider or the Tourist Office shall notify the client of such termination, by mail or by email, within deadlines set out in the description. 2) When the service provider or the Tourist Office is prevented from performing the service by extraordinary or exceptional circumstances. In such case, the service provider or the Tourist Office shall notify the client of such contract termination, by email or by any other written channel.

Article 13 – Responsibilities

13-1 The Tourist Office offering travel services to a client shall be sole interlocutor of that client and be answerable to the latter for the performance of the ordered services as well as the obligations arising from these General Conditions of Sales. In addition to products sold in their boutiques and services provided by themselves, the Tourist Office shall be responsible for tourism services procured by the client under this General Conditions of Sale.

13-2 The Tourist Office's programmes are set according to the opening days and hours of the various monuments, museums and institutions.

13-3 However, the Tourist Office may decline part or all of their responsibility by providing proof that either the client, extraordinary or unavoidable circumstances, or a third party unrelated to the performance of the travel services set out in the contract is responsible for the damage.

13-4 In accordance with article L 211-17, IV of the French Tourism Code, the amount of such compensations that the Tourist Office may have to pay the client for any reason whatsoever shall not exceed a sum worth three times the total price of the services (excluding VAT), except for physical damages caused intentionally or by an act of negligence.

13-5 In no event shall the Tourist Office be held responsible in case the contract is used by third parties or for purposes other than tourism.

Article 14 – Legal warranty and conformity

14-1 The Tourist Office is sole guarantor of the conformity of the contract's travel services. As a non-professional or a consumer, the client may make a request, under the legal warranty of conformity provided for under articles L.217-11 and seq. of the Consumer Code and articles 1641 and seq. of the Civil Code.

14-2 The Client, as a non-professional or a consumer, must inform the Tourist Office of all conformity defaults or defects within best possible deadlines, as from the start of the services, in accordance with article L. 211-16 II of the French Tourism Code. Such communication must be made with supportive evidence, suitably within a deadline of seven days before the end of the services, to enable the Tourist Office investigate the defect and assess the effectiveness of such alleged defects efficiently, in the interest of both parties. Defaults and/or defects observed shall result in correction, substitution, price reduction or refunds, within best possible deadlines, depending on the significance of the non-conformity and the price of the concerned travel service. If the Tourist Office offered an alternate service or a price reduction in substitution to the defaulting service, the traveller may reject the proposed alternative arrangements only if they are not comparable to what was agreed in the travel contract or if the price reduction is inadequate. The Tourist Office's warranty is limited to reimbursements for services paid by the client as a consumer or a non-professional. Thus, the Tourist Office may not be held responsible or considered defaulting in any event of a delay or non-performance of a service due to the occurrence of an event of force majeure, extraordinary or unavoidable circumstances.

Article 15 – Extraordinary and unavoidable circumstances

15-1 Extraordinary and unavoidable circumstances refer to all events resulting in a situation beyond the control of the professional and the traveller which preclude the normal performance of the services and whose consequences may not have been avoided even if all precautions had been taken. Such events constitute valid motives to suspend parties' responsibilities with regard their contract obligations.

15-2 The occurrence of any such extraordinary or unavoidable circumstance suspends the parties' impacted obligations under this General Conditions of Sale and frees the concerned party from any responsibility attached to the affected obligation. The service provider reserves the right to cancel any booking, in the event of an extraordinary or unavoidable circumstance. If the service provider were constrained to cancel a travel service before the client has started such activity, the former will propose a postponement of the activity to the latter.

Article 16 – Personal data

16-1 As part of their activities covering the sales of Travel and Tourism Services, the Seller shall implement and operate the processing of clients' personal data. Thus, the Tourist Office shall collect the following personal data: surname, name, title, mailing address, email, telephone numbers, family composition, special provisions to the contract and modes of payment.

16-2 The collection of these personal data is capital to execute the contract. Failure to provide these, the client runs the risk of suffering difficulties associated with the performance of the travel service, which may not engage the responsibility of the Tourist Office. These personal data are collected for the exclusive purpose of ensuring proper management of clients by the Tourist Office as part of the entry into force and execution of the contact, based on the client's approval. They may not be used for any purpose other than those authorised by the client. Specifically, these purposes are as follows:

- Identifying travel service Users and/or bookers
- Formalising the contract relation
- Performing services booked before the Tourist Office
- Managing contracts and bookings (including room allocation, transportation management)
- Communicating the data to partners for the performance of these services by the concerned service providers.
- For accounting purpose, especially for the management of customer accounts and customer relations follow-up.
- Processing customer-related operations
- Marketing communication, customer prospecting and animation.

16-3 The following people are authorised to access the personal data collected by the Tourist Office: The Office's personnel and partners concerned by the services ordered by the Client, and if applicable, service providers or subcontractors of the Tourist Office participating in the completion or management of the ordered services and to intervene, in such capacity, in the processing of data, being understood that in such event, whether partners or subcontractors, this processing is carried out in compliance with the regulations in force.

16-4 collected personal data shall be stored for the legal period applicable to the purpose of the data processing, and for a maximum period of five years. Personal data regarding the client's debit card shall be stored exclusively for the period needed to complete the transaction. Personal data provided for newsletter communication shall be stored so long as the client does not unsubscribe. The Tourist Office shall implement organisational, technical, software and physical measures to ascertain digital safety and protect personal data from alteration, destruction or unauthorised access. That notwithstanding, it should be recalled that the Internet is not a completely safe environment, and as such, the Tourist Office cannot warrant a secured data transmission or storage via the Internet. 16-5 In application of the Personal Data regulation, all Users have the rights to demand, access, modify and correct the processing of their personal data, for any legitimate purpose. Clients may request the correction, completion, clarification, updating or deletion of their personal data. Clients may exercise these rights by sending a mail to the Data Controller, Menton Riviera & Merveilles Community Tourist Office located at 8 avenue Boyer, Palais de l'Europe – 06 500 MENTON attaching a copy of their identity document to their mail. The client may, at any moment, lodge a claim with the CNIL, under conditions indicated on their website (<https://www.cnil.fr>).

Article 17 – Insurances - Warranties

Menton Riviera & Merveilles Community Tourist Office has subscribed to a civil liability insurance with SMACL 141 avenue Salvador Allende CS20000 79031 NIORT cedex. Policy 266191/N, for a total policy amount of €10,000,000 covering all damages within the professional civil liability which they may cause in their capacity as community tourism institution with authorisation to do business. The client undertakes to subscribe to a civil liability insurance and be up-to-date to cover all damages that they may cause. We do not offer any optional insurance.

Article 18 – Disputes/Claims

18-1 All hotel claims must be sent to the Tourist Office by registered letter with acknowledgement of receipt within ten days following the performance of the service, at the following address: Office de Tourisme Menton Riviera & Merveilles, 8 avenue Boyer, Palais de l'Europe – 06 500 MENTON email: menton-tourisme@menton-riviera-merveilles.fr the Tourist Office shall not consider any claims lodged following any other process.

18-2 The parties will seek an amicable settlement in the event of any claim. Failure to reach an amicable settlement, the client may recourse to a classical mediation by the consumer protection and mediation commission or before existing sector mediation institutions or any other alternate dispute settlement channel, in any event of contestation. Le Client may contact a travel and tourism mediator via the site <https://www.mtv.travel/> or at MTV Médiation tourisme voyage BP 80 303 - 75 823 Paris Cedex 17 in the event that the solution provided by the Tourist Office to the client with regard to the latter's demand is deemed inappropriate or left unreplied after a period of 60 days.

18-3 In case of disputes, the General Conditions of Sale shall be governed by French Law. French courts only shall be competent in all disputes resulting from their interpretation or execution. The Client acknowledges that they have read and understood this General Conditions of Sale.

Article 19 – Connected travel services

If, after selecting and paying for a travel service, a client booked for additional travel services for their trip or holiday stay via the Tourist Office, they shall NOT be entitled to rights of package benefit under Directive (EU) 2015/2302 and Article L. 211-2 of the French Tourism Code. However, if the client books for such additional services during the same visit or contact with the Tourist Office, these services shall be included in the connected travel service. In such event, the Tourist Office shall benefit an insolvency protection to enable them refund all sums paid to them for unperformed travel services in the event of insolvency, in accordance with laws of the European Union. The Tourist Office has subscribed to a protection against insolvency from ATRADIUS, 159 rue Anatole France, CS 50118, 92596 Levallois-Perret). Travellers may contact this institution if they are denied travel services due to insolvency of the Tourist Office.

Notice: This protection against insolvency does not apply to contracts entered into with parties other than the Tourist Office and which may be executed despite the Tourist Office's insolvency. [Directive (UE) 2015/2302 transposed into the French law can be consulted at

<https://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=B6B56671A51841699A8FB7B4B5EB08>

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