

## **General Terms and Conditions of Use of the Website**

This document outlines the **General Terms and Conditions of Use of our Website** and also includes legal information.

### **This Website is published by**

**Attrap'Rêves**, a simplified joint-stock company (*société par actions simplifiées*) incorporated under French law with capital of **€3,000** and its registered office located at Chemin de la Ribassière, 13190 Allauch. **Attrap'Rêves** (hereinafter referred to as "**the Company**") is registered with the Trade and Companies Register of Marseilles under no. 520 456 096 and is represented by its Chairman Mr. Bruno Giovansili.

The legal representative of the Website owner can be contacted by email at [torro.geoffrey@attrap-reves.com](mailto:torro.geoffrey@attrap-reves.com), or by telephone at +33 (0) 6 62083405.

**The Company's** EU VAT number is FR 40 520 456 096.

### **Director of publication**

Geoffrey Torro, Managing Director of **the Company**, who may be contacted at the following email address: [torro.geoffrey@attrap-reves.com](mailto:torro.geoffrey@attrap-reves.com)

### **Website host**

Anthemis, a company with capital of **€4,482** and its registered office located at 8 bis impasse Marcel Cerdan, Villeurbanne 69100.

Registered with the Trade and Commerce Register of Lyon under no. 821 484 011. The company can be contacted by email at [info@enthemis.fr](mailto:info@enthemis.fr), or by telephone at: +33 (0)4 37431802.

### **Terms and Conditions of Use of the Website**

**The Company** has published this Website to present its activities and any other general information required to access its various services and related products.

These General Terms and Conditions of Use ("GTCU"), are subject to French law, and govern the use of the Website as well as the various fee-based or free services made available by browsing the Website.

Browsing the Website and/or registering for any service whatsoever automatically implies acceptance of our GTCU by the User of the Website.

In the event of non-compliance with these GTCU, **the Company** reserves the right to take any action required to protect its interests and to ensure their execution, and may if necessary sue the Website User for civil and/or criminal liability.

Any condition contrary to the content hereof and not expressly accepted by **the Company** shall be unenforceable against it; in particular failure by **the Company** to enforce any of the GTCU shall not constitute a waiver of its right to enforce them at a later date.

**Clause 1:** Definitions

**Client area:** this term refers to the area made available to any **User/Consumer** who registers on the Website and allows them to access, by means of a password and login, information about their account such as orders, invoices, etc.

**Information:** this term refers to all the information and publications accessible on the Website, and in particular its general structure, texts, encrypted data, animated or still images, videos, audio content and hyperlinks, plus any distinctive signs, brands or logos that are part of its graphic charter and the associated databases.

Among the information available on our Website, we edit the general information provided on the various towns, in particular Allauch where our unique accommodation is located. The same applies to the general information we provide on the following geographical sites:

**A Fleur de Bois:** Allauch

**La Bouilladisse:** *partner site*

By way of short quotes in the “**Attrap’Rêves in the news**” section, we offer you the opportunity to read snippets of articles published about us in the media.

In the “**News**” section, you can find all the latest information and deals relating to our services, which you can enjoy during your stay in our Bubble accommodation.

**Website:** this term refers to all of the content and services offered on our Website under any section as explained above.

**User/Website User:** this term refers to any user registered on or visiting our Website

**Clause 2:** Intellectual property rights related to the Website.

The User agrees not to reproduce and/or use any of trademarks and/or logos on the Website, nor to alter, copy, translate, reproduce, sell, publish, use or distribute, in digital or any other format, all or part of the information, texts, photos, images, videos and data on the Website, which constitute intellectual property works within the meaning of Article L112-1 of the French Intellectual Property Code.

Similarly, the User acknowledges that his/her attention has been drawn to the fact that the Website and its services are made up of **databases** that belong to **the Company**, which is considered to be the producer of its databases within the meaning of Articles L314-1 *et seq.* of the French Intellectual Property Code.

Under these conditions, the User fully acknowledges that, pursuant to these provisions, he/she is prohibited from extracting, using in any way whatsoever, storing, reproducing, publicly representing or conserving, directly or indirectly, in whole or in part, including in a temporary buffer memory, qualitatively or quantitatively substantial content of one or more of the Website's databases.

Any breach of these provisions will render the identified party liable to the criminal and/or civil penalties provided for by law, including the offence of counterfeiting.

By browsing and using the services of the Website, whether free of charge or in return for a fee, **the Company** grants the Website User a non-exclusive personal right of use on its content, which entails the right to print one or more articles and save them on his or her computer or any other digital device such as a mobile or tablet, for strict personal use only.

It is therefore strictly forbidden to network, redistribute or operate the Website's content in a professional and/or commercial context, in particular for the purpose of marketing such content to third parties in any form whatsoever, unless the Company has given its prior consent; the same applies to RSS feeds and newsletters.

Where necessary, anyone who wishes to exploit or use all or part of the Website content, whatever the professional context and in particular RSS feeds, is invited to contact **the Company** to negotiate possible authorisation.

#### **Clause 4:** Responsibility of the User

The User uses the Website and its services at his/her own risk and under his/her own responsibility.

**The Company** cannot guarantee under any circumstances that the Website, as well as its services, will not be interrupted. The obligation to provide this Website, including reservation services, is strictly limited to an obligation of means, whereby in the event of any interruption, whether scheduled for maintenance purposes or in situations of force majeure, **the Company** cannot be held liable for any damage of any kind whatsoever arising due to:

- *The unavailability of the Website;*
- *The unavailability of one or several services;*
- *The presence of a virus on the Website.*

Any practice related to linking, including the practice of hyperlinking and framing, designed to make a resource offered by a third-party website appear on a HTML page of our Website or to allow Users of our Website to navigate to another resource, whether internal or external to our Website, and any affiliation of our Website with an external website or external partner whatsoever without our authorisation are likely to constitute a civil offence which we would seek to have sanctioned on the grounds of unfair competition and/or parasitical acts.

### **Applicable laws and jurisdiction**

The GTCU are subject to French law. Consequently, in the event of a dispute, the French courts will have exclusive jurisdiction and specifically the Commercial Court or the High Court (*Tribunal de Grande Instance*) of Marseilles, these two courts having jurisdiction over the company's registered office, which is located within their jurisdiction.

### **Amendment of the GTCU**

**The Company** reserves the right to adapt and amend these GTCU at any time.

The new General Terms and Conditions of Use will be made known to the User by means of a notice online; the User is informed that it is his/her responsibility to regularly consult the text of the GTCU posted online.

### **Consumer ombudsman**

In the event of a dispute relating to **these GTCU**, the consumer is informed of the possibility of using the conventional mediation procedure or any other alternative dispute resolution method.

The consumer is informed that he/she may refer the matter to the consumer ombudsman of the profession, after having first tried to resolve the dispute amicably directly with **the Company**.

Where necessary, in order to obtain information on the mediation process, the consumer may consult the website of the consumer ombudsman competent for the profession exercised by **the Company**:

XXX

It is recalled for all intents and purposes that the ombudsman may, if necessary, be contacted by email at the following address: XXXX, by post at the above address or by completing an online form available at the following address:

XXXX

The consumer must be informed that disputes for which the request is clearly unfounded or abusive and which have previously been examined or are being examined by another ombudsman or court, may not be submitted to the ombudsman.

The same applies if (i) the consumer has previously submitted his/her request to the ombudsman within a period of more than 12 months from the date of his/her written complaint to **the Company**, (ii) the dispute does not fall within the scope of the ombudsman's remit, or (iii) the consumer has not justified that he/she has previously attempted to resolve the dispute directly with **the Company** through a written claim.

The consumer can also use the services of an online dispute resolution platform, which may be accessed via the following link: <http://ec.europa.eu/consumers/odr/>.