

# General terms and conditions of sale

## Tourism services

### Article 1 - Preamble

#### Article 1.1. Designation of the seller

CERCLE, a simplified joint stock company registered in the Trade and Companies Register of Paris under number 823 242 169, whose registered office is located at 141 rue de l'Université, 75007 Paris, France

Email address : hello@cercle.io

Registration in the register of travel and stay operators: Atout France

Financial guarantor : APST, 15 avenue Carnot, 75017 Paris, France

Professional liability insurer : HISCOX, 12 quai des Queyries, CS 41177, 33072 Bordeaux, France

*Hereinafter referred to as "CERCLE"*

#### Article 1.2 Purpose

The purpose of the present general terms and conditions is to define the rights and obligations of the parties in the context of the sale by CERCLE of tourist services provided directly by CERCLE or by partner service providers, to persons who are consumers or non-professionals within the meaning of the French Consumer Code or travelers within the meaning of the French Tourism Code and who have the legal capacity to enter into a contract (*hereinafter referred to as "the Customer(s)"*).

#### Article 1.3. Definitions

Customer: individual having the quality of consumer or non-professional within the meaning of the consumer code, or traveler within the meaning of the tourism code, who contracts with CERCLE within the framework of the present general sales conditions.

Service: travel service or tourist package within the meaning of Article L. 211-1 of the Tourism Code.

Online contract: contract concluded within the framework of the purchase of service(s) on CERCLE website or via CERCLE partner ticketing platform.

Distance contract: any contract concluded between a professional and a consumer, within the framework of an organized system of sale or

provision of services at a distance, without the simultaneous physical presence of the professional and the consumer, by the exclusive use of one or more remote communication techniques until the conclusion of the contract.

Durable medium: any instrument allowing the consumer or the professional to store information addressed to him personally in order to be able to refer to it later for a period of time adapted to the purposes for which the information is intended and which allows the identical reproduction of the stored information (Article L. 121-16 of the French Consumer Code).

### Article 2 - Content and scope

The present general terms and conditions of sale apply by right to all tourist services provided by CERCLE.

They apply to online sales or through other distribution and selling channels.

Any order or purchase implies unreserved adherence to these general terms and conditions of sale, which prevail over all other conditions, except those expressly accepted by the seller and included in the reservation contract.

The Customer declares to have read and accepted these general terms and conditions of sale before making an immediate purchase or placing an order, and to have received the appropriate standard information form, if applicable.

### Article 3 - Pre-contractual information

The Customer acknowledges having been informed, prior to placing the order and/or concluding the contract, in a legible and comprehensible manner, of the present general and special terms and conditions of sale and of all the information listed in article L. 221-5 of the French Consumer Code as well as in article R. 211-4 of the French Tourism Code, and this in a language that he/she understands.

The Customer further acknowledges that he/she has been provided with the form taken in application of the decree of 1<sup>er</sup> March 2018 "fixing

the model information form for the sale of trips and stays".

## **Article 4 - Prices**

### *Article 4.1. Final price and additional taxes*

The final price is announced in euros, all taxes included per person or as a package.

Unless otherwise stated in the contract, it does not include pre-transportation, transportation, and personal expenses.

It does not include any additional services that the client may decide to provide on the spot, during the stay, on his own initiative and not included in the reservation contract.

### *Article 4.2: Terms of payment*

The Customer guarantees CERCLE that he/she has the necessary authorizations to use the method of payment chosen by him/her when validating the contract. CERCLE reserves the right to suspend any reservation management and any execution of the services in case of refusal of authorization of payment by credit card by the officially accredited organizations or in case of non-payment of any sum due under the contract.

The customer can only pay for the reservation by credit card for the deposit and then by credit card or bank transfer for the payment of the balance, on CERCLE website or via CERCLE's partner ticketing or payment platform, at the same time as the reservation or after having read the present general terms of sale and the reservation contract.

Payments made by the Customer will only be considered as final, and therefore the contract validly executed by the Customer, after the effective collection of the sums due to CERCLE.

## **Article 5 - Price revision**

Prior to the client's reservation, rates are subject to change at the discretion of CERCLE.

CERCLE undertakes to apply the rates in force at the time of the reservation but reserves the right to modify its prices under the conditions set out in this article.

In accordance with article L. 211-12 of the Tourism Code, the price may be modified upwards or downwards, even after the reservation has been

validated, to take into account the evolution of the service:

(1) The cost of passenger transportation resulting from the cost of fuel or other energy sources;

2° The level of taxes or fees on travel services included in the contract, imposed by a third party not directly involved in the performance of the contract, including tourist taxes, landing or embarkation and disembarkation taxes at ports and airports;

3° Exchange rates in relation to the contract.

The Customer shall be notified in a clear and comprehensible manner of any price increase, together with a justification and calculation, on a durable medium, no later than twenty days before the start of the services.

Conversely, the Customer is entitled to a price reduction corresponding to any reduction in the costs mentioned in 1°, 2° and 3°, which occurs after the conclusion of the contract and before the beginning of the trip or stay.

If the increase exceeds 8% of the total price of the package or travel service, the traveler may accept the proposed change, or request termination of the contract without paying a termination fee and obtain a refund of all payments already made.

## **Article 6 - Reservations**

### *Article 6.1. Prerequisites*

Before making any reservation, the client is invited to verify that he/she meets the conditions necessary for the realization of the stay, that he/she is in possession of a valid identity document allowing him/her to go to the destination, and that he/she is able to obtain any necessary travel and residence authorizations.

For stays outside of France, it is necessary to have a valid identity card for the entire duration of the stay including the return trip and/or a passport valid for at least 6 months after the planned return date, depending on the destination. It is recommended that the client be in possession of a passport valid for at least 6 months after the planned return date, for all trips and for all destinations. The customer can find out about entry and exit conditions in Europe on the following website: <https://www.service->

[public.fr/simulateur/calcul/DocumentsVoyageEurope](https://public.fr/simulateur/calcul/DocumentsVoyageEurope) and on the website <https://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/> for destinations outside Europe, without the information given on these websites being contractual or binding on CERCLE.

In countries requiring a residence permit (visa), the client is informed that it is his or her sole responsibility to obtain and bring these authorizations prior to the travel, by contacting the diplomatic missions of the destination country as far in advance as possible, as some visas may not be issued until late in the process.

In the event that the client is unable to obtain the necessary visa, no refund of the stay will be made, except under the conditions provided for in article 9.1 of these general conditions of sale.

#### *Article 6.2. Pre-booking*

Before making a reservation, the customer has the option of pre-registering for the stays offered by CERCLE. In this case, after communication of their identification elements, customers who have subscribed to this service are informed by e-mail of the opening of the reservations.

This pre-registration does not constitute a firm reservation, and does not guarantee that the customer will be able to book his stay and does not constitute an offer to contract on the part of CERCLE: it is only a matter of subscribing to an information list aiming to notify the customer by e-mail of the reservation opening and launch date and to receive the contact details of the website on which to make their reservation once the ticket platform has opened.

#### *Article 6.3. Reservation procedure*

The customer books his stay online after having read and approved the present general conditions of sale and the booking contract.

Reservations are made **per room**, which can accommodate one or more people.

The contract is formed by the express acceptance of these elements and by the payment and the effective collection of the price of the stay.

To validate and register the reservation, the client is required to pay a deposit by credit card, the amount of which is indicated at the time of reservation.

After payment, the customer receives a confirmation of his reservation as well as a copy of the contract and the present general conditions of sale, at the e-mail address he/she has given.

The customer will also receive an e-mail with the link to the payment of the balance of the reservation, which can be made by credit card or bank transfer, and which must be cashed by CERCLE at the latest 7 (seven) clear days after the reservation and the payment of the deposit. It is the client's responsibility to make sure that CERCLE has collected the sums due before the expiration of the 7-day period.

If the client fails to pay the balance within the required time, the reservation will be presumed to be cancelled to the client's detriment, giving rise to the deductions provided for in article 9 of these general conditions of sale.

The client's reservation is only valid for the stay offered for sale and reserved by him/her, under the conditions indicated in the contract and for the dates indicated in the contract.

The composition of the room, its final number of travelers and the identity of each traveler must be determined no later than 14 days before the start of the trip.

The services offered take place on the dates and at the times mentioned. The duration of the services may vary slightly, depending in particular on the number of participants and the existing interactivity between the participants and the partner.

The indicated schedule must be respected in order to guarantee the smooth running of the service. The different partners are not obliged to wait for a late participant. In case of delay or late arrival at the place of the service, due to the customer, no refund, even partial, will be granted.

Some of the services included in the package may only be indicated as an indication and may be subject to minor variations (schedules, content, duration, etc.).

It is strictly forbidden to reproduce, duplicate or forge a ticket or reservation confirmation in any way.

#### **Article 7 - No right of withdrawal**

Article L. 221-28 of the French Consumer Code states that the right of withdrawal cannot be

exercised for contracts for the provision of accommodation services, other than residential accommodation, goods transport services, car rental, catering or leisure activities that must be provided on a specific date or during a specific period. Article L. 221-2 of the French Consumer Code also excludes this option for passenger transport and tourist packages.

CERCLE avails itself of this absence of right of withdrawal and indicates that for all services falling within the scope of Article L. 221-28 or L. 221-2 of the Consumer Code.

The Customer will not have any right of withdrawal, all reservations are thus firm and final.

## **Article 8 - Modification of the contract**

### *Article 8.1. Modification at CERCLE's initiative*

CERCLE may unilaterally modify the terms of the Contract after its conclusion and before the start of the tourist service, without the Customer being able to object, provided that the modification is minor and that the Customer is informed of it as soon as possible in a clear, comprehensible, and visible manner on a durable medium.

If CERCLE is obliged to unilaterally modify one of the main characteristics of the contract within the meaning of article R.211-4 of the French Tourism Code, or if it cannot satisfy the particular requirements agreed with the Customer, or if the price increases by more than 8%, it shall inform the Customer as soon as possible, in a clear, comprehensible and apparent manner, on a durable medium: of the proposed changes and, if applicable, of their impact on the price of the trip or stay; of the reasonable period of time within which the Customer must inform CERCLE of the decision he/she is making; of the consequences of the traveler's failure to respond within the set period of time; if applicable, of the alternative service offered, as well as its price.

If the changes to the contract or the substitute service result in a reduction in the quality of the trip or stay or in its cost, the traveler is entitled to an appropriate price reduction.

If the contract is terminated and the Customer does not accept an alternative service, CERCLE will refund all payments made by or on behalf of the Customer as soon as possible, but no later than fourteen days after the termination of the contract.

### *Article 8.2 Modification at the initiative of the customer*

Any stay shortened or not consumed because of the customer or started late because of the customer will not give right to any refund.

CERCLE commits itself to the customer only on the services sold.

CERCLE is not responsible for the following, for example:

- any service subscribed to by the customer other than that invoiced by CERCLE;
- any modification of the services at the initiative of the customer.

## **Article 9 - Termination of the contract**

### *Article 9.1. Termination of the contract by the Customer*

The Customer has the possibility to cancel the contract at any time before the beginning of the service. For this cancellation to be valid, the Customer must inform CERCLE by any means giving a certain date and on a durable medium. The Customer must be able to prove that CERCLE was aware of the cancellation and of the date of notification of the cancellation.

If the cancellation occurs at any time for lack of payment by the client of the balance of the reservation, after payment of the deposit, CERCLE will retain the full amount of the deposit paid.

After the payment of the full price of the reservation, CERCLE will ask the Customer to pay a cancellation fee, according to the following schedule expressed in clear days:

- more than 30 days before the beginning of the service: 40% of the total price of the stay,
- between 29 and 23 days before the beginning of the service: 60% of the total price of the stay,
- between 22 and 16 days before the beginning of the service: 80% of the total price of the stay,
- less than 15 days before the beginning of the service: 100% of the total price of the stay will remain due to CERCLE.

The reservation made is for the entire room, which can accommodate several travelers depending on

its category. The cancellation is also made per **room** and cannot be made partially for only one of the travelers in the room (except for single rooms).

In case of interruption of the stay due to the customer, no-show or early departure of the customer, no refund will be made.

The cancellation fee shall not be due if the contract is cancelled due to exceptional and unavoidable circumstances occurring at the place of destination or in its immediate vicinity and having a significant impact on the performance of the contract. In this case, CERCLE will refund the full amount of the payments made, but without further compensation.

#### *Article 9.2. Termination of the contract by CERCLE*

CERCLE has the possibility to cancel the contract and the reservation at any time before the beginning of the service.

In this case, CERCLE will proceed to a full refund of the amounts paid by the Customer. This reimbursement will be made within 14 days of the termination of the contract at the latest.

The Customer shall be entitled to an additional compensation, which corresponds to the compensation CERCLE would have had to bear if the cancellation of the contract had occurred due to the Customer within the framework of article 9.1 of these general terms and conditions of sale, depending on the date on which the cancellation is notified by CERCLE.

However, CERCLE will not be liable for any additional compensation, if the termination of the contract occurs in the following two cases:

1) The number of persons registered for the trip or stay is less than the minimum number indicated in the contract. In this case, CERCLE will notify the Customer by email or by post of the cancellation of the contract according to the following schedule:

- twenty days before the beginning of the trip or stay in the case of trips lasting more than six days;

- seven days before the start of the trip or stay in the case of trips lasting between two and six days;

- forty-eight hours before the start of the trip or stay in the case of trips lasting no more than two days;

2) CERCLE is prevented from executing the contract due to exceptional and unavoidable circumstances. In this case, CERCLE will notify the traveler of the cancellation of the contract by email or in writing as soon as possible before the start of the trip or stay and will refund the full amount.

### **Article 10 - Legal warranty of conformity**

#### *Article 10.1. Principle*

CERCLE is the sole guarantor of the conformity of the services to the contract. The non-professional or consumer Customer has the possibility to make a request under the legal guarantee of conformity provided for in articles L. 217-11 and following of the consumer code and articles 1641 and following of the civil code.

#### *Article 10.2 Implementation of the legal guarantee of conformity*

The consumer or non-professional Customer must communicate to CERCLE any defects and/or lack of conformity as soon as possible after the provision of the services, in accordance with article L. 211-16 II of the French Tourism Code. This communication must be made, with supporting documents, preferably within 8 days following the end of the services, so that CERCLE can investigate the problem and assess the reality of the alleged defects efficiently and in the interest of both parties.

Any defects and/or faults found will give rise to rectification, substitution, price reduction or reimbursement as soon as possible, considering the importance of the non-conformity and the value of the travel services concerned.

If CERCLE offers an alternative service or a price reduction, the traveler may only refuse the alternative service offered if it is not comparable to what was agreed upon in the contract or if the price reduction granted is not appropriate.

CERCLE's guarantee is limited to the reimbursement of the services actually paid by the consumer or non-professional Customer and CERCLE shall not be held responsible or liable for any delay or non-performance resulting from the occurrence of a case of force majeure or exceptional or inevitable circumstances.

### *Article 10.3 Contact details for the Seller*

In accordance with article R 211-6, 4° of the French Tourism Code, the Customer may contact CERCLE rapidly at the address and phone number indicated in article 1.1. "Designation of the seller " of the present general conditions of sale, in order to communicate with him in an efficient way, to ask for help if he is in difficulty or to complain about any non-conformity noticed during the execution of the trip or the stay.

### **Article 11 - Intellectual Property**

All technical documents, products, drawings, photographs given to the purchasers remain the exclusive property of CERCLE, the only holder of the intellectual property rights on these documents, and must be returned to it at its request.

Customer purchasers undertake not to make any use of these documents that might infringe the supplier's industrial or intellectual property rights and undertake not to disclose them to any third party.

### **Article 12 - Use of images / transfer of rights**

CERCLE or its partners may take photographs and/or videos of the proposed stays as part of its commercial promotion.

By making a reservation, the Client expressly agrees that any image or video taken by CERCLE or its partners during the stay may be used by CERCLE or its partners for commercial purposes and consequently assigns all rights, including the rights of commercial exploitation of the images to CERCLE or its partners, which may be disseminated by CERCLE or its partners on all media (written, internet, social networks...).

This transfer and this authorization are granted free of charge, without limitation of time, for the whole world.

### **Article 13 - Protection of personal data**

#### *Article 13.1 Data collected*

Within the framework of its activity of selling tourist stays and services, CERCLE implements and exploits the processing of personal data relating to Customers and Beneficiaries.

For this purpose, CERCLE collects the following personal data: first name, last name, gender, postal

address, e-mail address, telephone numbers, nationality, information concerning the identity document (passport number, date of issue, expiration date).

#### *Article 13.2. Purpose*

The collection of this personal data is essential to the execution of the contract and in case of refusal to communicate it, the Customer is exposed to difficulties in the execution of the service which will not give rise to the engagement of the responsibility of CERCLE.

This personal data is collected for the sole purpose of customer management in the context of the conclusion of the contract and its execution, as well as in the pre-booking process, based on the customer's consent. It is only used for the purposes to which the Customer has consented.

More specifically, the purposes are as follows:

- Information on the opening of reservations
- Identification of the persons using and/or booking the services
- Formalization of the contractual relationship
- Realization of the services booked with CERCLE
- Contract management and reservation
- Communication to the partners for the purpose of carrying out the services by the partners concerned. In this case, only the first and last names and, occasionally, the telephone numbers are transmitted
- Accounting, including accounts receivable management and customer relationship management, billing and collection
- Processing of operations related to customer management
- Prospecting and/or sending information and promotions to Customers
- Development of business statistics
- Development of customer knowledge

As well as for any legitimate purpose within the legal and regulatory provisions.

### *Article 13.3. Persons authorized to access the data*

The persons authorized to access the data collected within CERCLE are the following: the employees of CERCLE and its partners involved in the services requested by the Customer, and if necessary, the subcontractors of CERCLE involved in the realization and/or administration of the services, in particular the partner in charge of the online payments and being brought to intervene in this respect on the processing, it being specified that in such a hypothesis, whether it is a question of partners or subcontractors, that this is carried out in accordance with the regulations in force.

### *Article 13.4 Data retention*

The personal data collected is kept for the legal retention period relative to the purpose of the processing and for a maximum of 5 years.

The personal data relating to the Customer's credit card are kept only for the time necessary to complete the transaction.

Personal data relating to a prospect who does not conclude a reservation contract with CERCLE is kept for a period of 5 years from the date of collection.

CERCLE implements organizational, technical, software and physical digital security measures to protect personal data from alteration, destruction, and unauthorized access. However, it should be noted that the Internet is not a completely secure environment and CERCLE cannot guarantee the security of the transmission or storage of information over the Internet.

### *Article 13.5. Rights of the owner of the collected data*

In accordance with the applicable regulations on personal data, each user has the right to query, access, modify, oppose, and rectify, for legitimate reasons, the collection and processing of his/her personal data. It is possible to request that such data be rectified, completed, clarified, updated, or deleted.

These rights can be exercised by writing a signed letter to the following e-mail address: [hello@cercle.io](mailto:hello@cercle.io) and attaching a copy of your identity card to your request.

At any time, the Customer may file a complaint with the CNIL according to the procedures indicated on its website (<https://www.cnil.fr>).

### *Article 13.6. Modification of the clause*

CERCLE reserves the right to make changes to this privacy policy at any time. If a change is made to this privacy policy, CERCLE will publish the new version on its website and will also inform users of the change by e-mail at least 15 days before the effective date.

## **Article 14 - Language of the contract**

The present general conditions of sale are written in French. By proceeding with the reservation of his stay, the customer acknowledges and confirms having received all the pre-contractual and contractual information in a language he understands. In the event that they are translated into one or more foreign languages, only the French text will be deemed authentic in the event of a dispute.

## **Article 15 - Insurance**

The Customer agrees to hold and be up to date with his civil liability insurance to cover any damage he may cause.

No insurance is included in the price of the services.

## **Article 16 - Minor children**

Underage children cannot be accepted during the stays offered by CERCLE.

## **Article 17 - Responsibility of CERCLE**

### *Article 17.1 - No-fault liability*

CERCLE is liable without fault for the tourist services contracted within the framework of these general terms and conditions of sale.

CERCLE may however be exempted from all or part of its liability by proving that the damage is attributable either to the Customer or to a third party outside the provision of the travel services included in the contract and is of an unforeseeable or unavoidable nature, or to exceptional and unavoidable circumstances.

The organizer as well as the retailer are responsible for the proper execution of all travel services included in the contract in accordance with Article L.211-16.

### *Article 17.2. Limitation of CERCLE's liability*

In accordance with article L 211-17, IV of the French Tourism Code, the amount of any damages that CERCLE may be ordered to pay to the Client for any reason whatsoever, shall be limited to three times the total price of the services, excluding taxes, with the exception of personal injury and damage caused intentionally or by negligence.

### **Article 18 - Exceptional and Unavoidable Circumstances**

All events that create a situation beyond the control of the professional as well as the traveler and whose consequences could not have been avoided even if all measures had been taken, thus preventing the execution under normal conditions of their obligations, are considered as causes of exoneration of the obligations of the parties and lead to their suspension and/or the resolution of the contract if they prevent its execution.

The party invoking the above-mentioned circumstances must immediately notify the other party of their occurrence and of their disappearance.

The parties will meet to examine the impact of the event and agree on the conditions under which the execution of the contract will be continued, in the event that the event occurs during the execution of the stay.

### **Article 19 - Traveler Assistance**

CERCLE is responsible for the proper performance of the contractual services. In this context, if the Customer encounters difficulties, CERCLE will provide appropriate assistance as soon as possible, taking into account the circumstances of the case.

### **Article 20 - Accessibility**

Despite our best efforts, some services are not accessible to people with reduced mobility. We invite you to inquire if you have any difficulty moving.

### **Article 21 - Dispute Resolution**

#### *Article 21.1. Applicable law*

The present general conditions are subject to the application of French law. In the event of a dispute or claim, the Customer shall first contact CERCLE to obtain an amicable solution.

### *Article 21.2. Mediation*

The Customer may have recourse to conventional mediation, in particular with the Commission for Consumer Mediation or with existing sectoral mediation entities, or to any alternative dispute resolution method (conciliation, for example) in the event of a dispute.

The Customer may thus refer to the Tourism and Travel arbitrator on the following website: <https://www.mtv.travel/> in the event that CERCLE's response to the Customer's complaint is deemed insufficient.

### *Article 21.3. Competent Jurisdiction*

All disputes to which the purchase and sale operations concluded in application of the present general conditions of sale could give rise, concerning both their validity, their interpretation, their execution, their cancellation, their consequences, and their consequences and which could not have been resolved amicably between the seller and the Customer, will be submitted to the competent courts under the conditions of common law.

### *Article 21.4. Non-waiver*

The fact that one of the parties does not avail itself of a breach by the other party of any of the obligations referred to in these terms and conditions shall not be construed for the future as a waiver of the obligation in question.

### *Article 21.5. Proof*

It is expressly agreed that the data contained in CERCLE's information systems have evidential value with regard to orders, requests, and any other element relating to the use of the Site. They may be validly produced, notably in court, as a means of proof in the same way as any written document.

### **Article 22 - Related travel services**

If, after selecting and paying for a travel service, you book additional travel services for your vacation trip or stay through CERCLE or on its targeted advice, you will NOT benefit from the rights applicable to packages under Directive (EU) 2015/2302 and Article L.211-2 of the Tourism Code.

However, if you book additional travel services



during the same visit or contact with CERCLE, the travel services will be part of a linked travel service. In this case, CERCLE has, as required by European Union law, the protection to reimburse the sums you have paid to CERCLE for services that have not been performed due to its insolvency.

CERCLE has purchased insolvency protection from APST

Travelers may contact this entity (APST, 15 avenue Carnot, 75017 Paris; 01 44 09 88 00; info@apst.travel) if they are denied travel services due to CERCLE's insolvency. Note: This insolvency protection does not apply to contracts with parties other than CERCLE that can be performed despite CERCLE's insolvency.

[Website on which the Directive (EU) 2015/2302 transposed into national law can be consulted [https://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=B6B56671A51841699A8FB7B4B5EB08A2.tplgfr21s\\_1?idArticle=LEGIARTI000036242695&cidTexte=LEGITEXT000006074073&categorieLink=id&dateTexte=20180701](https://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=B6B56671A51841699A8FB7B4B5EB08A2.tplgfr21s_1?idArticle=LEGIARTI000036242695&cidTexte=LEGITEXT000006074073&categorieLink=id&dateTexte=20180701)]