

Reservations shall be subject to the present Reservation Special Terms and Conditions, hereinafter referred to as the Special Terms and the [www.hopscotchhousing.com](http://www.hopscotchhousing.com) Internet site's Usage General Terms and Conditions, hereinafter referred to as the General Terms.

#### **Reservation and Advance Payment Modalities**

All Client requests for reservations shall be for a maximum of 4 (four) rooms per night and per hotel and must be submitted within the timeframes indicated in these presents.

In order to guarantee the preferential rates displayed on the site, reservations must be made through Hopscotch Housing on the dedicated Internet site. No reservation requests may be processed by telephone, written correspondence, or in any other form unless specifically stipulated on the reservation site. Rooms shall be allocated as requests are processed and based on availability. The displayed rates shall be subject to modification based on changes in applicable taxes which are the Client's responsibility.

Reservation requests must be made and settled on line before the deadline indicated on your email of Validation. After this date, all reservation requests shall be processed based on hotel availability.

A reservation request accompanied by its accepted payment shall be deemed a firm order.

Full pre-payment:

Settlement shall be performed directly on the Internet site, at the time the reservation request is submitted. Upon reception of the settlement, Hopscotch Housing shall confirm the reservation details to the client. All payments must be in Euros on the Internet site.

Where Hopscotch Housing's service offer involves a hotel in a country outside the Euro zone, the rates may be negotiated and determined between Hopscotch Housing and the hotel on the basis of a price in the local currency, then converted by Hopscotch Housing for the Client into Euros (payment currency) at the official European Central Bank exchange rate applicable at the date contract date.

The definitive price due by the Client shall be the price in the local currency, independent of the amount in Euros. The full pre-payments shall be settled in Euros. These pre-payments may require adjustment based on changes in the exchange rate. Any fluctuation in the exchange rate shall be solely the Client's responsibility. <sup>2</sup>

In this case, the amount remaining due shall be settled directly with the hotel who shall issue an invoice to the Client for their stay.

Any bank fees shall be the Client's responsibility

Payments through Hopscotch Housing shall be made securely through the Webaffaire platform.

#### **Cancellation Terms**

Any cancellation, in whole or in part, of the order, i.e. any request to reduce the number of nights reserved in the initial order must be notified by the Client to Hopscotch Housing expressly by letter, fax, or Cancellation policy specified on our website as well as your ProForma and Invoice will be applied automatically

#### **Site Usage General Terms and Conditions**

[www.hopscotchhousing.com](http://www.hopscotchhousing.com)

"Individual Reservations" shall be understood as any reservation for a maximum of 4 rooms per night and per hotel.

"Client" shall be understood as the natural or legal person submitting the reservation request on [www.hopscotchhousing.com](http://www.hopscotchhousing.com)

"Services" shall be understood as the services provided by Hopscotch Housing under the framework of the Contract and detailed in the Special Terms

"Site" shall be understood as [www.hopscotchhousing.com](http://www.hopscotchhousing.com)

"Event" shall be understood as the event (conference, trade show, exhibition, etc.) for which the room reservation has been made.

"Nights" shall be understood as the number of rooms reserved multiplied by the number of nights.

"Room" shall be understood as any type of room (for example: single, double, triple, twin, suite, apartment, studio, etc.)

#### **Scope**

The present General Terms shall be applicable to individual hotel reservations made on the Site

#### **Capacity for Making Reservations on the Site**

The Site's purpose is to assist the Client in searching hotel offers and making the appropriate reservations. The Client must be at least 18 years of age, legally capable of signing contracts and using the Site in accordance with these presents.

Except in cases of fraud, for which the Client must provide proof, the Client shall be financially responsible for his actions on the Site. The Client shall guarantee the truth and accuracy of the information he provides to the Site. Fraudulent use of the Site, or in violation of these presents, shall be sufficient reason to refuse the Client, at any time, access to services provided by Hopscotch Housing.

#### **Reservation Procedure**

Service reservations are reserved solely for those Clients who have previously become familiar with the present General Terms and the Special Terms in their entirety and have indicated their acceptance by checking the box or clicking the hypertext link provided for this purpose. Failing such acceptance, continuing the reservation process is technically impossible. Consequently, finalizing the reservation process on the Site shall be deemed express acceptance by the Client of the present Special Terms and General Terms.

The Contract between Hopscotch Housing and the Client shall be established upon payment on the Site.

A reservation confirmation shall be submitted to the Client by electronic mail. Any changes to the reservation shall be subject to a new confirmation.

#### **Room Prices**

The prices shall be established on the basis of currently applicable taxes and fees in the relevant country (VAT and tourist

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tax) unless otherwise indicated in the Special Terms. For invoicing by the hotel, any changes in taxes and fees as well as the creation or elimination of any taxes or fees, applicable as of the day of service, shall be taken into account. The rates indicated on the Site shall be per room per night. Breakfast may be included in the price, but not necessarily. Any breakfast ordered at the time of reservation shall be automatically invoiced and may not be reimbursed if not consumed.

Extras (bar, laundry, room service, telephone, etc.) shall not be handled or covered by Hopscotch Housing and must be settled directly with the hotel.

Any modification of the reservation entails the invoicing by Hopscotch Housing of the supplementary costs. The amount of these costs by reservation and by modification is specified in the particular conditions.

### **Hotel Categories and Comments**

The indicated comfort level attributed to the hotels

included in the description available on the Internet Site corresponds to a rating established in reference to local standards in the host country and may therefore differ from French standards. It is provided for information only.

### **Right of Rescission**

The client is hereby informed that, pursuant to Article L. 121-20-4 of the French Consumer Code, the Services offered by Hopscotch Housing shall not be subject to the Right of Rescission provided for under Articles L 121-20 and following of the French Consumer Code with regards to distance selling

### **Proof**

It is hereby expressly agreed that, except for an obvious error on behalf of Hopscotch Housing for which the Client shall provide proof, the data retained in Hopscotch Housing's and / or the hotels' information system shall constitute probative evidence regarding the reservations made by the Client. The data on computer or electronic media shall constitute valid proof and as such shall be admissible under the same terms and with the same probative force as any document established, received, or retained in writing.

### **Responsibility**

- For Site Use

No guarantee shall be provided to the Client regarding:

the absence of anomalies, errors, or bugs which may affect Site navigation or the implementation of any Site functionalities; or the possibility of correcting such anomalies, errors, or bugs; or the absence of Site interruptions or breakdowns; or the Site's compatibility with specific equipment or configurations.

Under no circumstances shall Hopscotch Housing be held accountable for direct or indirect, and / or immaterial damages, whether foreseeable or not (including the loss of profits or opportunity....) resulting from supplying and / or using, or the total or partial impossibility of using any Site functionality.

The hypertext links present on the Site provide for connecting the Client to other Internet sites with the sole purpose of facilitating the Client's research. In any case, the Client hereby acknowledges familiarity with the characteristics and limits of the Internet, in particular its technical performance, response times for viewing, querying, or transferring data, and the risks related to communications security.

- For the Services

As Hopscotch Housing is acting as an intermediary for the hotel services, it shall only be responsible for this intermediary activity and shall not be held liable for any incorrect execution or failure to execute the hotel service.

Nevertheless, with regards to its intermediary liability, Hopscotch Housing may be exonerated in whole or in part from its responsibility if it provides proof that the failure to execute or incorrect execution is attributable to the Client, or the unforeseeable and insurmountable acts of a third-party to the Services, or to a case of Force Majeure.

### **Client Insurance**

No insurance is included in the prices offered. Therefore, it is recommended that Clients take out an insurance policy covering the consequences of certain cases of cancellation

becomes impossible due to a case of force majeure or a fortuitous event. Shall be deemed as case a force majeure any unpredictable, irresistible and outside event of one of the Parties, preventing it from performing partially or totally its obligations arising of this agreement such (this list is not exhaustive):

Strikes, lockouts or any other labor dispute at the hotelkeeper, the barricades, the war, the volcanic eruption, the fire, the explosion, the storm, the bad weather, the earthquake, the closure of the borders, the sudden change of the conditions required to enter a country, an act of government or some prohibitions promulgated by the governmental authorities of the country of departure and/or the host country, atomic and nuclear risks

Acts of hostility such as bacteriological, viral or chemical,

Attacks, acts of terrorism, sabotage, or consequences of the application of the plan Vigipirate in France, or any comparable plan set up in quite other country, or consequences of any measures taken by proper authorities, as a precautionary measure, to avoid such events, as well as any withdrawal of administrative authorization concerning these same causes,

Any technical, electric major average or the other nature arisen at the hotelkeeper, preventing the accommodation, Case of epizootic disease / SARS bird flu, H1N1 flu or withdrawal of or the withdrawal of an administrative authorization on sanitary grounds;

If case a force majeure arises or persists within a 30 days period preceding the first day of the overnight stays and at the end of this period it is still in effect, than each party may, if no agreement is reached, terminate the Agreement by certified letter without any compensation of any kind whatsoever being due.

Should such an event last or occur within 30 days prior to first reserved night, the Contract may be terminated by the first requesting Party, without giving rise to damages for either Party. Such termination shall take effect upon presentation of the registered letter, return receipt requested denouncing said Contract. Hopscotch Housing will keep the deposits already paid by the Client.

### **Intellectual Property**

The Site, its content, and all component elements,

are creations for which Hopscotch Housing holds all intellectual property rights and / or usage rights, particularly with

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regards to author's rights, database rights, trademarks, drawings, and models.

The Site, as well as the software, databases, texts, information, analyses, images, photographs, graphics, logos, sounds, and all other data contained on the Site shall remain the exclusive property of Hopscotch Housing.

The Client is hereby granted a non-exclusive, non-transferable right to use in a private setting the Site and the data contained on the Site. The right so granted shall consist of (i) a right to online consultation of the data and information contained on the Site and (ii) a right to reproduce, in the form of a printout and / or backup, the data and information consulted. Said usage right shall be understood as solely for strictly private use.

Any other use of the Site, particularly commercial, on behalf of the client is strictly prohibited. In particular, the Client shall refrain from, non-exhaustively: reproducing and / or representing for a purpose other than private, selling, distributing, publishing, translating, adapting, diffusing, and communicating, in whole or in part, in any form whatsoever, any element, information, or data from the Site.

Moreover, the Client shall refrain from introducing, by any means whatsoever, data which may modify or damage the Site's content or presentation.

Any hypertext link to the Site, regardless of link type, must be subject to prior authorization by Hopscotch Housing, acting in the name and on behalf of the relevant rights holder, in paper or electronic format.

### **Data Protection**

The information communicated by the User on the Site shall be used for processing and making reservations.

In accordance with Article 32 of the French Personal Data Protection law dated January 6th, 1978 modified by law 2004-801 dated August 6th, 2004, the information required for processing and making reservations shall be indicated by an asterisk on Site pages.

The other requests for information with an optional response or information regarding the Client's interest in offers that may be sent to him are designed to understand the Client better and improve the services provided. Hopscotch Housing may communicate to the Client by any means (electronic or paper) information providing for better understanding and better using their respective sites, proposing promotional offers disseminated on its sites and offers from Partners, in strict compliance with the provisions of the Personal

Data Protection law as amended, subject to the Client's prior consent or opposition.

Moreover, Hopscotch Housing may submit information regarding the Client's reservation to its insurer. Such transmission allows Hopscotch Housing to combat bank card fraud.

Should outstanding debts occur due to the fraudulent use of a bankcard, the contact information related to the Client's reservation originating such outstanding debt shall be inscribed upon a payment incident register established by the insurer and under its responsibility.

In accordance with law no. 78 dated January 6th, 1978 modified by law 2004-801 dated August 6th, 2004, the Client shall have, at all times, the right to access, change, correct, and remove any of its personal data (Art. 39 and following of the "Personal Data Protection" law). To exercise these rights, the Client may contact Hopscotch Housing by writing to the webmaster at the following address: Hopscotch Housing, 23 rue Notre Dame des Victoires, 75002 Paris or sending an e-mail to [contact@hopscotchhousing.com](mailto:contact@hopscotchhousing.com)

### **Information and Claims**

Any request for information, specifications, or regarding claims regarding Hopscotch Housing's services shall be communicated to the following address, within 30 days after the stay:

Hopscotch Housing - 23 rue Notre Dame des Victoires - 75002 Paris

[contact@hopscotchhousing.com](mailto:contact@hopscotchhousing.com) - +33 (0)1 40 54 64 00

No claim shall be processed after this deadline.

Modifications to the General Terms & Conditions Hopscotch Housing reserves the right to change, modify, add, or delete parts of the present General Terms at any time, given that such modifications shall not apply to Services performed previously.

It is imperative that the Client become familiar with and accept the Special Terms and General Terms when making the reservation, particularly in order to check the applicable provisions

### **Contractual Breach**

Each Party may terminate the present Contract ipso jure if the other Party does not fulfill any of its obligations as stipulated in these presents, failing remedy by the defaulting Party within 8 days of receiving notification from the other Party.

### **Applicable law**

Hopscotch Housing hereby elects domicile at its registered office and the Client at his domicile (or registered office for a legal person).

The present contractual relationship shall be governed by French law; in the event of litigation, the courts of Paris shall have sole jurisdiction.

### **Interpretation**

Any issues regarding the interpretation of the present Contract in another language shall be resolved in reference to the contractual meaning of the French version.