

GENERAL TERMS AND CONDITIONS OF SALE AND USE OF THE ARTLUXURYEXPERIENCE.COM WEBSITE

Recitals

The services offered on the website, which is accessible at the address "www.artLuxuryexperience.com" have been designed and are sold by the company ArtLuxury Experience, a joint stock company governed by French law, with capital of 50,000 euros, registered on the Trade and Companies Registry of Paris under the number 795 129 402, and which is listed in the Register of Tour and Holiday Operators with the number IM075130053. It has its head offices at 108 rue Saint Dominique 75007 Paris (hereinafter referred to as "ArtLuxury").

ArtLuxury is subject to value added tax and is identified by the following intra-community VAT number: FR11795129402.

A financial guarantee of 100,000 euros, which is intended to guarantee the funds received by ArtLuxury, pursuant to articles L. 211-18 and R. 211-26 to R. 211-34 of the Tourism Code, is provided by the Professional Association of Tourism Solidarity (*APST 15, avenue Carnot 75017 Paris*).

The professional civil liability of ArtLuxury is insured by Hiscox Europe Underwriting Limited - Hiscox France (*19, rue Louis le Grand 75002 Paris*).

These General Terms include conditions in which ArtLuxury sells and Customers purchase ArtLuxury's Services via the website or by telephone, in addition to conditions for using the website.

These General Terms constitute the pre-contractual information covered by the articles L. 211-8 and R. 211-4 of the Tourism Code.

By accepting these General Terms, the Customer explicitly acknowledges having understood them and may have downloaded or printed them.

These General Terms are up to date as of December 10, 2013. They supersede any former version.

1. DEFINITIONS

Under these general conditions, the terms and expressions that are identified by a capital letter have the meaning indicated below, whether they are used in the singular or plural.

- 1.1 **Affiliated accommodation Services:** designates accommodation services provided by Partners and for whom ArtLuxury offers to take the role of a guide for Customers, i.e. a simple agent for the booking of these services, considering that the price of these services is directly paid by the Customer to the Partner. For the moment, Affiliated accommodation Services are provided by the company Splendia Operations S.L., as stated in the article 6.1 below. Affiliated accommodation Services of other Partners may be proposed by ArtLuxury in the future. ArtLuxury can also put the Customer into contact with other accommodation service providers via ArtLuxury's Conciergerie Service.
- 1.2 **Affiliated transport Services:** designates transport services that are provided by Partners and for whom ArtLuxury offers its Customers the possibility of acting as a guide, i.e. as a single agent in the booking process of these services, it here being specified that the price of these services is directly paid by the Customer to ArtLuxury, which has received a mandate to receive this sum in the name and on behalf of its Partners.
- 1.3 **ArtLuxury services:** designates all services, including journeys, stays and tourist reception as well as event organization that are designed and enhanced by ArtLuxury, excluding Tourist Packages, ArtLuxury's Conciergerie Service, Affiliated accommodation Services and Affiliated transport Services. ArtLuxury's Services are proposed on the Site and are directly supplied by ArtLuxury or indirectly supplied by its Partners.
- 1.4 **ArtLuxury's Conciergerie Service or ArtLuxury's Conciergerie:** designates tour guide and advisory services, coupled with research and booking facilities provided by ArtLuxury, acting as an agent for its Customers, concerning services provided, or the supply of goods by third parties (excluding Partners),

whether these concern travel and tour operator services (for example, the booking of a hotel room or a table at a restaurant) or other services (spa, hairdressing, beauty institute, dry cleaning, florist, etc).

- 1.5 **Contract:** designates the contract for the sale of Services, as defined in the Tourism Code, formed between ArtLuxury and the Customer at the moment an Order is validated, coupled with the actual payment of the total Price.
- 1.6 **Customer:** designates anybody who uses the Site, who makes a booking or who purchases one or more of ArtLuxury's Services.
- 1.7 **Order or Booking:** designates the purchase by a Customer, on the website or by telephone, of the all recapitulated Services within a Timeline.
- 1.8 **General Terms:** designates the current general terms and conditions of sale and for the use of the artLuxuryexperience.com website. These General Terms may be modified at any time and without prior notice. In such cases, the changes will come into force once they are uploaded, but will only be applicable to bookings made after their uploading. It is therefore crucial that the Customer consults and accepts the General Terms, when he/she makes his/her booking, especially in order to ascertain contractual stipulations in force. In the event of a contradiction between these General Terms and the contract concluded between the Customer and ArtLuxury, the contract's provisions will prevail.
- 1.9 **Partners:** designates ArtLuxury's service providers which supply ArtLuxury Services.
- 1.10 **Services:** collectively designates ArtLuxury's Services, Tourist Packages, ArtLuxury's Conciergerie Service, Affiliated hosting Services and Affiliated transport Services.
- 1.11 **Timeline:** designates the list of Services selected by the Customer, which are presented chronologically and in a graphic form, which may be accessed on the website after the Customer identifies him/herself. For technical reasons, at present the Timeline cannot contain information relating to the orders of Affiliated accommodation Services.
- 1.12 **Total price:** designates the price that corresponds to all Services comprising the Timeline of the Customer who has made an Order.
- 1.13 **Tourism Packages:** designate all specific packages including a set of Services, for one day or longer time, which shall include at least the accommodation and/or transportation together with any other ArtLuxury Services as detailed in article 1.3 above.
- 1.14 **Website or Site:** designates the Website published and operated by ArtLuxury, which is accessible at the address "www.ArtLuxuryexperience.com", or any other Website that ArtLuxury could replace it with.

2. PURPOSE

These General Terms govern:

- the use of the Website,
- the sale by ArtLuxury, by internet, email or by phone, of ArtLuxury Services and the intervention by ArtLuxury as an agent for Customers as part of the booking of Affiliated Services.

3. USE OF WEB SITE AND CUSTOMER ACCOUNT

- 3.1 All Customers must be at least 18 years old and have a legal capacity to contract and use the Website in accordance with these General Terms.
- 3.2 In order to Book Services, the Customer must first create an account on the Website, by reading and accepting these General Terms and by providing to ArtLuxury all the personal information and details that are designated as obligatory by an asterisk. This account enables the Customer identify him/herself on the site, using a login and password.
- 3.3 The Customer guarantees the exactness and truthfulness of the information he/she has provided to ArtLuxury, whether this information concerns the Customer in person or other parties accompanying him/her.

3.4 The Website enables Customers who have customer accounts to look for, book and pay for the price of Services, other than Affiliated Services consisting of accommodation services, for which booking and payment are directly made by the Customer to the relevant ArtLuxury Partner. It also enables the customer to find all the information relative to his/her orders of Services and Timelines.

3.5 In the event of a failure to comply with terms regarding the Site's use, or if it is misused or fraudulently used, ArtLuxury may forbid the user from accessing the Site and ordering Services from it.

4. PRE-CONTRACTUAL INFORMATION

4.1 In order to obtain all information before signing a Contract with ArtLuxury, the Customer is requested to consult the Site pages relating to Services.

4.2 Pursuant to article L. 211-8 of the Tourism Code, the pages relating to each of the Services that are accessible on the Website contain the information relative to the features of these Services, along with their price and payment schedule. Information about payment methods, as well as the conditions for changing and canceling bookings, are given in these General Terms, except where specified otherwise, or to the contrary, provided by the pages of the Website relating to Services.

4.3 Pursuant to article R. 211-5 of the Tourism Code, ArtLuxury expressly reserves the right to make changes to information featuring on the Website, particularly regarding the description, content, availability dates, prices and terms for changing and canceling Services.

4.4 If any change is made in information relating to a Service when this has been selected in the Customer's Timeline, but which has not yet been ordered, ArtLuxury will inform the Customer about these changes via the Website or by email, before the contract is signed with the Customer.

5. PROCESS FOR ORDERING SERVICES

5.1 The Customer states that he/she agrees to sign Contracts electronically via the Website or by telephone, which is also the case when he/she makes an order: to prolong the duration of Services, for additional or supplementary Services on a previous order, and as part of bookings made via ArtLuxury's Conciergerie.

5.2 Except when it concerns Affiliated accommodation Services, for which orders are subject to the specific terms of the ArtLuxury Partner concerned, as specified in article 6.1 hereunder, the order process on the Website is as follows:

- (i) the Customer identifies him/herself on the Site;
- (ii) after consulting the pages relative to the Services and acknowledging their descriptions, the Customer selects the Service/s of his/her choice that are then resumed in a Timeline;
- (iii) the Customer enters all the information requested by the Site which is necessary for the Booking of the selected Services;
- (iv) the Customer validates the order of all Services recorded in the Timeline;
- (v) the Customer chooses a means of payment;
- (vi) the Customer may then consult and check the details of his/her orders and its total price, correct any errors that may appear, before confirming his/her order by expressing his/her acceptance of terms, and by simultaneously making the electronic payment of the amount due, which either represents a down payment, or the full Price;
- (vii) the correctly concluded contract between the Customer and ArtLuxury then leads to ArtLuxury sending an e-mail with acknowledgement of receipt and confirmation by the Customer, containing the main details of the order, such as the identification of the Service/s ordered and their price. All of this information and the Timeline corresponding to this order are also accessible by the Customer from his/her customer account on the Site.

5.3 The order process by telephone is as follows:

- (i) the Customer contacts ArtLuxury by dialing the phone number provided on the Site.
- (ii) after reading and acknowledging the specifications of Services by asking the ArtLuxury agent, the Customer communicates to this agent the Service/s of his/her choice, which are then detailed in the Timeline, which the Customer may access on the Site;
- (iii) the ArtLuxury agent then orally summarizes all of the Services featuring in the Customer's Order, and in turn validates this by giving his/her agreement to the ArtLuxury agent;
- (iv) the Customer communicates his/her bank card details to the ArtLuxury agent in order to pay for the Order;
- (v) the Customer may then check the details of his/her order and its total price and correct any potential errors by asking the ArtLuxury agent, before confirming his/her order by expressing his/her acceptance by telephone;
- (vi) the agent then executes the electronic payment transactions, by debiting the Customer's bank card with the amount due, corresponding to either a down payment or the full Price;
- (vii) the correctly concluded contract between the Customer and ArtLuxury then leads to the sending of an e-mail to the Customer, with acknowledgement of receipt, containing the main details of the order, such as the identification of the Service/s ordered and the price. All of this information and the Timeline corresponding to this order are also accessible by the Customer from his/her customer account on the Site.

5.4 Pursuant to article L. 121-20-4 of the Consumer Code, the Customer does not have a right to withdraw from the transaction.

5.5 The contract between the Customer and ArtLuxury is now established firmly and irrevocably once the Customer validates his/her order, coupled with the actual payment of the amount due at the time of this validation, subject to changes or cancellation provided by articles 5.6, 7.12 and 9 hereunder.

5.6 As part of the processing of orders, ArtLuxury systematically checks the availability of Services that have been ordered. If one or more Services were not to be available on the dates chosen by the Customer, ArtLuxury will be able to offer the Customer a change in the date or time of the Services ordered free of charge, or, failing this, the repayment of the price of the said services, pursuant to terms laid down by article 9.3 hereunder.

5.7 At least ten (10) days before the date a Service that has been ordered is provided, ArtLuxury sends the Customer an e-mail reminding him/her of his/her Booking, the nature of the Service and details enabling the customer to contact ArtLuxury if necessary, or in the event of an emergency.

6. SPECIFIC TERMS RELATING TO CERTAIN SERVICES

6.1 ArtLuxury's Conciergerie Service

6.1.1 ArtLuxury's Conciergerie Service may be accessed at the times indicated on the Site.

6.1.2 Customers may make their requests to ArtLuxury by telephone, e-mail, Skype and Chat, the details of which are indicated on the Site.

6.1.3 As part of the processing of requests made by Customers, ArtLuxury only serves as an intermediary between Customers and suppliers or service providers.

6.1.4 The Customer thus gives a mandate to ArtLuxury to look for the supplier or service provider that is most suitable to satisfy his/her request, and in the event of the Customer's agreement, to carry out a booking or purchase on his/her behalf, in accordance with his/her instructions.

6.1.5 The requests transferred to ArtLuxury must respect the laws and regulations that are in force. In the event of non-compliance, ArtLuxury is authorized to not answer a request.

6.1.6 ArtLuxury promises to do the best efforts to answer Customer requests, it being specified that the bookings or purchases made by ArtLuxury depend on the availability of the services or goods concerned

6.1.7 In the framework of reservations or purchases carried out by ArtLuxury on the Customer's behalf, ArtLuxury may demand a written confirmation from the customer, including by e-mail or SMS.

6.2 **Affiliated accommodation Services**

6.2.1 Besides the accommodation services that may be booked through ArtLuxury's Conciergerie Service covered in article 6.1 above, ArtLuxury offers Affiliated accommodation Services to Customers.

6.2.2 These Affiliated accommodation Services are firstly provided for by Splendia Operations S.L., a Spanish company, with a fiscal identification number of B64222516, an intra-community VAT number of ESB64222516, registered with the Trade and Companies Registry of Barcelona, Tome 39261, Sheet 53, Sheet B 341284, with its head offices found at Rambla de Catalunya 2-4 4^a Planta, 08007 Barcelona, Spain.

6.2.3 Under the booking of these Affiliated accommodation Services, ArtLuxury acts as a simple agent for Customers in order to present accommodation offers that could match their requirements, although ArtLuxury does not act as a booking agent for such services for Customers. This booking is carried out directly by the Customer via the aforementioned company Splendia Operations S.L., with whom the Customer has a direct contract and to which the Customer directly pays the price of services, even if the Customer has been put into contact with the company Splendia Operations S.L. via the Website.

6.2.4 The Customer's booking of the Affiliated accommodation Services is not therefore subject to the order process detailed in article 5.2 above. For technical reasons, at present, this booking is not summarized within the Customer's Timeline, although it could be in future.

6.2.5 These Affiliated accommodation Services are subject to the specific contractual terms of the company Splendia Operations S.L., which may be accessed on this company's website at the address "www.splendia.com". The Customer may have access to these contractual terms at the time of booking and they must be carefully read and accepted before any order of these services is made.

6.2.6 ArtLuxury may not be held responsible in the event of default, or defective execution of the contract concluded between the Customer and the company Splendia Operations S.L., which also applies if the Customer and this company have been put into contact via the Site.

6.3 **Affiliated transport Services**

6.3.1 ArtLuxury offers its Clients Affiliated transport Services via terrestrial motor vehicles (i.e. passenger cars with chauffeurs and, if required, a tour guide), which are offered by several Partners, whose contact details feature on the Site and which have mandated ArtLuxury to act on their behalves for the booking of such services by Customers.

6.3.2 As part of the booking of these Affiliated transport Services, our company acts as an agent for Customers - on the one hand, to present them the transport and tourist reception facilities that could satisfy their requirements, and, on the other hand, to book such Services on Customers' behalf with the aforementioned Partners, it being specified that the transport contract is hence concluded between the aforementioned Customers and Partners.

6.3.3 The Customer's booking of Affiliated transport Services is subject to the order process detailed in article 5 above.

6.3.4 These Affiliated transport Services are subject to the specific contractual terms of these Partners, which may be accessed from the url featuring on the Site pages relative to these Affiliated transport Services. The Customer may have access to these contractual terms at the time of booking and they must be

carefully read and accepted before any order of these services is made.

6.3.5 The Partners which provide the Affiliated transport Services incur responsibility relating to the execution of these services. ArtLuxury may not be held responsible in the event of failure, bad execution or damage caused to Customers, it being specified that ArtLuxury has only intervened as an agent in the framework of the booking of these services.

6.4 **Tourism Packages – Specific scheme for Travel Agents**

6.4.1 ArtLuxury is also offering « Tourism Packages » to its Customers, meaning specific packages including a set of Services, for one day or longer time, which shall include at least the accommodation and/or transportation together with any other ArtLuxury Services as detailed in article 1.3 above.

6.4.2 For the sales of these Tourism Packages, according to the French Law in application of the EU's Council Directive 2006/112/CE, ArtLuxury is acting on its own name but on behalf of its Partners delivering the corresponding Services.

6.4.3 The Customers are therefore informed that ArtLuxury is commercializing these Tourism Packages under specific terms

7. **FINANCIAL TERMS AND PAYMENT METHODS**

7.1 The pages of the Site relating to each ArtLuxury Service specify the price of the Service and the payment schedule.

7.2 Prices are indicated in euros and include tax.

7.3 The Customer recognizes and accepts, unless there is an express contrary stipulation, that the following are not included in prices: insurance, and particularly insurance for the cancellation or interruption of the journey or stay, airport services, transfers from the airport to the place of residence, visa costs, vaccination and all other personal expenditure (for example, restaurant bills, cleaning, telephone costs, drinks, room service, tips, costs of administrative and health formalities etc.), in addition to all other services that are not expressly mentioned on the Site in the description of ArtLuxury Services.

7.4 Unless otherwise stipulated, price reductions and special offers or promotions mentioned on the Site cannot be used together, nor with other reductions in prices or promotions that are proposed from time to time by ArtLuxury.

7.5 The interruption or cancellation by the Customer of his/her trip or stay in France, which hence leads to the renunciation of certain Services ordered shall not result in any repayment or credit note from ArtLuxury.

7.6 The renunciation by the Customer to one or more of the Services featuring in the Timeline of the Order shall not lead to any repayment of the price of these Services.

7.7 By carrying out his/her booking via the Site or by telephone and by confirming this Order, the Customer explicitly agrees to pay the total Price by bank card, namely: VISA, EuroCard/MasterCard or American Express.

7.8 In the event a payment by bank card is refused, the Contract between ArtLuxury and the Customer will not be formed.

7.9 ArtLuxury reserves the right to demand the sending by e-mail of an explicit authorization that is signed by the Customer, accompanied by a legible copy of the bank card used for payment and identification of the card holder in one of the following cases: (i) the Order's total amount exceeds one thousand (1000) euros; (ii) the name of the bank card holder is different from the Customer's name and (iii) as part of prevention of risks relating to fraudulent payments by bank cards. If these documents and information are not provided to ArtLuxury within a reasonable period of time, ArtLuxury reserves the right to cancel the Customer's Order, without prior notice, or compensation, under the terms provided by article 9.1 below.

- 7.10 Apart from during the thirty (30) days prior to the start of the Customer's stay, ArtLuxury has the possibility to increase the prices of Services, including Services that have already been ordered by Customers, under the terms and conditions featuring in article L. 211-12 of the Tourism Code, to take into account the following changes: (i) transport costs, which mainly depend on the cost of fuel; (ii) license fees and taxes relating to Services; (ii) exchange rates applied to the Services considered. The precise terms for the calculation of the change in prices are specified on the Site for each Service considered.
- 7.11 The euro is the reference currency considered for setting the prices of Services, it being specified that ArtLuxury provides on its Site, for indicative purposes, the conversion of the price of the Customer's order into the currency of the country of his/her choice.
- 7.12 The Customer may also pay for his/her order on the Site in the currency of his/her choice, under the terms and according to the exchange rate in force, applied by the banking establishment chosen by ArtLuxury as its electronic payments operator.

8. CHANGE OR CANCELLATION MADE BY THE CUSTOMER

- 8.1 Any request to change or cancel the order made by the Customer may be sent to ArtLuxury via the Site or by e-mail.
- 8.2 Any request to change or cancel the order received by ArtLuxury outside working hours (from Monday to Friday from 9 am to 7 pm) will be deemed to have been received by ArtLuxury on first working hour thereafter.
- 8.3 The Customer is informed that the price and availability of Services are subject to change. ArtLuxury may make any change requested by the Customer, subject to availability and the payment by the Customer of any additional costs, in addition to change fees detailed in article 8.4 below.
- 8.4 In the event an Order is changed, in addition, ArtLuxury reserves the right to invoice the following fees for changes:
- in the event of a change between the date of the order and over thirty (30) days before the date the Service is provided: fees corresponding to five percent (5%) of the price of the service;
 - in the event of a change between 29 and 10 days before the date the Service is provided: fees corresponding to twenty-five percent (25%) of the price of the service;
 - in the event of a change between 9 days and 24 hours before the date the Service is provided: fees corresponding to fifty percent (50%) of the price of the service;
 - in the event of a change less than 24 hours before the date the Service is provided: fees corresponding to one hundred percent (100%) of the price of the service;
- 8.5 In the event of a request for a change which ArtLuxury is unable to make, particularly due to the unavailability of Services ordered at the new time desired by the Customer, the Customer's order may not be changed. However, he/she still has the possibility of canceling this order under the terms laid down in article 8.6 below.
- 8.6 In the event an order is canceled, the cancellation penalties owed by the Customer to ArtLuxury are as follows:
- in the event of a cancellation between the order date and over thirty (30) days before the Service is provided: no fee;
 - in the event of cancellation between 29 and 15 days before the date the Service is provided, fifty percent (50%) of the price of the service;
 - in the event of cancellation under 14 days before the date the Service is provided: one hundred (100%) of the price of the service.
- 8.7 Tourist Packages - Specific conditions applicable for change or cancellation made by the customer

In the event of change or cancellation of a Tourist Package made by the customer, the change or cancellation penalties owed by the Customer to ArtLuxury are as follows:

- in the event of a change or cancellation between the order date and over sixty (60) days before the Tourist Package is provided: no fee;
- in the event of change or cancellation between 60 and 30 days before the date the Service is provided, fifty percent (50%) of the price of the Tourist Package;
- in the event of change or cancellation under 30 days before the date the Tourist Package is provided: one hundred (100%) of the price of the Tourist Package.

9. CHANGE OR CANCELLATION BY ARTLUXURY

9.1 If the Customer does not provide ArtLuxury with the documents or information that it requests to process the Order, ArtLuxury may cancel this order, without notice, penalty or compensation.

9.2 If, before the Service is provided, an exogenous event requiring ArtLuxury, under the terms of article L. 211-13 of the Tourism Code, were to force it to change one of the key items in the Contract, compliance with which would be made impossible following the said event, ArtLuxury will warn the Customer by any means as soon as possible, sending him/her confirmation in writing. The Customer then has the option to either accept the change proposed by ArtLuxury, or to cancel the order of the Service in question, without penalty or costs, and without the cancelation of this order affecting the order of the other Services comprising the Customer's Timeline. In this latter case, ArtLuxury will repay the price of the Service considered. The Customer will have to announce his/her choice to ArtLuxury as soon as possible. If he/she fails to inform ArtLuxury about his/her choice within a period of three (3) days from the sending of the aforementioned written confirmation, the Customer will be deemed to have cancelled the order of the Service considered.

9.3 If, before the execution of a Service, ArtLuxury were to cancel its order, due to no fault of the Customer, ArtLuxury will inform the Customer of this by all means with a return receipt and will repay the full price paid by the Customer to him/her, with no penalty. Unless an amicable agreement is reached between the Parties regarding an alternative Service, ArtLuxury will also pay the Customer compensation equal to the penalty that the Customer would have had to pay if the cancelation had been due to him/her on this date. In any case, the compensation that ArtLuxury may have to pay may not exceed the damage limit laid down in article 12.2 below.

10. ADMINISTRATIVE AND HEALTH FORMALITIES

It is the Customer's responsibility to ascertain that he/she complies with these formalities, as are any people who accompany him/her in terms of policing, customs and health formalities that are necessary in order to enter and stay in France. Customers are invited to contact national, diplomatic and consular authorities present in their country of domicile or residence.

11. CUSTOMER OBLIGATIONS

The Customer must inform ArtLuxury in writing and before making any order, of any characteristic affecting him/her, which is likely to affect the provision of the Services (persons with reduced mobility, with or without a wheelchair, presence of an animal, etc.).

12. GUARANTEES AND RESPONSIBILITY

12.1 Absence of responsibility and guarantee as part of the Site's use

ArtLuxury grants no guarantee to the Customer regarding the absence of anomalies that are likely to affect navigation on the Website or the implementation of any function of the Site, the absence of the Site's availability, the absence of interruption or breakdown in the Website's working, or any compatibility of the Website with equipment or specific set-up. In no case may ArtLuxury be held liable for direct, indirect or intangible damage, which is either predictable or unpredictable (including the loss of earnings or an opportunity) resulting from the supply, the use or full or partial impossibility of using the Website's functions. The urls that are present on the Website which enable the Customer to visit to other websites have the single purpose of facilitating the Customer's searches. In any case, the Customer declares that he/she knows the features and limits of the Internet - in particular its technical performances, the response times for consultation, questions or transfer of data and the risks relating to the security of electronic communications.

12.2 **Responsibility as part of the provision of Services**

The company ArtLuxury is responsible for the correct execution of the obligations resulting from the contract signed with the Customer, under the terms featuring in article L. 211-16 of the Tourism Code, with the exception of all indirect damages. In no way may ArtLuxury be held responsible for the failure to execute or the mis-execution of the contract when these shortfalls are due either to the Customer or to the fact, which is unpredictable and unavoidable, that a third party to the supply of Services, or due to a case of force majeure. In any event, if ArtLuxury's liability were to be entailed, the amounts that ArtLuxury could pay to the Customer for compensation for all damages and operative events of any nature, is clearly limited to the price actually paid by the Customer to ArtLuxury for the Order for which ArtLuxury's liability is sought. ArtLuxury may in no way be held liable for loss suffered by the Customer in the event of loss or theft of goods or personal property during the provision of the Services, nor in the event of failure to execute or poor execution of the contract signed directly with a Partner by the Customer the subject of which is an Affiliated Service.

13. **INSURANCE**

13.1 ArtLuxury guarantees that it holds an insurance policy covering its professional civil liability with a solvent insurance company.

13.2 No insurance or repatriation assistance is included in ArtLuxury's Services. The Customer is recommended to subscribe to an optional insurance contract, which in particular covers the consequences of certain cases of cancelation and an assistance contract which covers certain specific risks, such as repatriation in the event of an accident or illness. Declarations of claims must be made according to the terms specified by the insurance or assistance contract, directly with the Customer's insurer.

14. **TRANSFER OF THE CONTRACT**

14.1 Pursuant to article L. 211-11 of the Tourism Code, the Customer may transfer his/her contract to a third party who fulfils the same conditions as he/she does, for as long as this contract has not been completed.

14.2 The Customer is required to inform ArtLuxury of his/her decision to transfer the contract, by any means with return receipt, at the latest seven (7) days before the provision date of the first Service recorded in his/her Timeline, by providing the surnames, first names, addresses, telephone numbers and email address of the transferee(s) and the participant(s), justifying that they meet the required terms.

14.3 The Customer and the transferee are severally responsible vis-à-vis ArtLuxury, for the payment of the full price, as well as any additional costs that may arise from this transfer.

15. **CLAIMS**

15.1 Customers who have observations concerning the execution of the Contract must make them by any means that have return receipt from ArtLuxury within a period of thirty (30) days after the last Service featuring in their Timeline. ArtLuxury strongly recommend Customers to point out and have acknowledged in writing on site any failure in the execution of the contract. The study of claim files will only concern contractual items. Subjective appreciations will not be taken into account.

15.2 ArtLuxury will do its best efforts to deal with any claim within a period of four (4) weeks from its receipt. However, this period is only indicative and may prove to be longer, depending on the complexity of the case and the need to expedite enquiries to ArtLuxury's Partners.

16. **INTELLECTUAL PROPERTY RIGHTS**

16.1 ArtLuxury holds all the intellectual property rights and operating rights of the Website, its content and all items forming it - particularly copyrights, database content, trademark rights and design rights.

16.2 The Website, along with software, data bases, texts, information, analyses, pictures, photographs, graphs, logos, sounds and all other data contained on the Website remain the exclusive property of ArtLuxury, or, where applicable, of their respective owners with whom ArtLuxury has signed use and operation agreements.

- 16.3 The Customer is granted a non-exclusive right of use, which is not transferable and which is for strictly private and personal use, of the Website and the information contained therein. The right hence granted consists of (i) a right to consult data and information contained on the Website online, and (ii) a reproduction right, which consists of printing or saving data and information consulted. This right of use only applies for a strictly private use.
- 16.4 Any other use of the Website by the Customer, particularly for commercial purposes, is forbidden. In particular, the Customer will abstain from reproducing or representing for a non-private use, selling, distributing, transmitting, translating, adapting, broadcasting and communicating, whether fully or partially, in any way whatsoever, any item, information or data on the Website.
- 16.5 Moreover, the Customer will abstain from introducing, in any way whatsoever, data that could change or be detrimental to the content or presentation of the Website.
- 16.6 Any url, of whatever type, leading towards the Website must first obtain authorization from ArtLuxury, either on paper or electronically.
- 16.7 These General Terms do not mean that intellectual property rights are transferred to the Customer.

17. PERSONAL DATA

- 17.1 ArtLuxury complies with the provisions of law n°78-17 of January 6, 1978, relative to information technology and civil liberties regarding the acquisition, processing and transfer of personal data concerning its Customers (the "Data").
- 17.2 As part of the execution of the General Terms and contracts with its Customers, ArtLuxury uses an automated processing of Data regarding Customers and prospective customers, which requires a prior declaration at the CNIL (French Data Protection Authority), recorded under the number 1725865.
- 17.3 ArtLuxury is responsible for this Data processing, as defined by the law n° 78-17 of January 6, 1978, relative to information technology and civil liberties.
- 17.4 The Customer explicitly agrees to ArtLuxury's collection and automated processing of the Data gathered via the Site.
- 17.5 The processed Data includes (i) data relating to the Customer's identity (title, full name, address, telephone number (landline and mobile), fax number, email addresses, date and place of birth, nationality), (ii) information relating to payment methods, including bank and postal details of Customers and their bank card numbers, (iii) data on Orders, (v) Data relating to the monitoring of the business relationship, including correspondence, exchanges via e-mail or through the Website, historic records of access, use and changes in customer account information, (vi) data relating to the settlement of bills, (vii) data on Customer selection to complete actions to gain customer loyalty, prospecting, special offers, (viii) technical data, such as the IP address of the connection point to the Internet from which clients log onto the Site, as well as information stored in the terminal equipment of Customers, which, inter alia, facilitates electronic communication with Customers, by recognizing them in their successive visits to the Website ("cookies").
- 17.6 The intended purposes by Data processing include (i) communication with Customers, (ii) operations relating to the management of Customers (including Contracts, Orders, invoicing and the monitoring of customer relations), (iii) operations relating to prospecting, (iv) promotion of ArtLuxury and ArtLuxury Services, (v) the development of commercial statistics.
- 17.7 Customers' provision of Data is optional, except for the personal Data that is necessary for the execution of the General Terms and order contracts, which are identified as mandatory by the presence of an asterisk near the fields concerned within forms on the Site. It is specified that failing to communicate mandatory Data may result in the impossibility of executing the General Terms and order contracts.
- 17.8 The recipients of this Data are: (i) within ArtLuxury, departments responsible for communication and the monitoring of customer relations and order processing, and more generally directors, those working in the marketing department, the sales department, administrative services, IT departments and their

superiors, (ii) ArtLuxury's Partners.

- 17.9 Pursuant to article 34 of the aforesaid act, ArtLuxury promises to take all useful precautions in order to protect security of Data and particularly prevent it from being deformed, damaged or communicated to unauthorized persons.
- 17.10 ArtLuxury promises to process personal data in France, without transferring any personal data abroad.
- 17.11 ArtLuxury will retain personal Data for five (5) years from the end of the contractual relations with the Customer, other than (i) Customer data that is used for marketing purposes, in which case it is retained for a period of three (3) years, (ii) data on Customers' bank cards, which is kept for a maximum of fifteen (15) months once the transaction has been completed, i.e. once the payment has been made and (iii) statistical data to measure site visitors (cookies), which is kept for a period of six (6) months. Beyond this period, such data is deleted or anonymized.
- 17.12 However, if personal Data is used to prove a law or contract, or if it is kept to comply with a legal obligation for retention or on request of the judicial authority, this personal data will be kept over the period provided by the applicable laws and regulations, it being specified that this period could then be greater than three (3) years.
- 17.13 Pursuant to the law n° 78-17 of January 6, 1978, relative to information technology and civil liberties, the Customer has the right to oppose the processing of his/her personal Data for legitimate reasons.
- 17.14 The Customer who justifies his/her identity has the right to ask ArtLuxury in order to obtain: 1° the confirmation that Data about him/her is not processed; 2° the information relative to the purpose of the processing, the categories of Data processed and the recipients or the categories of recipients to whom the Data is communicated; 3° where applicable, information relating to the transfer of Data that is intended to be sent to a non-member State of the European Union; 4° communication, in an accessible form, of the Data concerning him/her, as well as of any available information regarding its origin; 5° the information which enables you to know and dispute the logic underlying the automated processing in the event of a decision taken on its basis, and producing legal effects relative to the concerned party.
- 17.15 A copy of the Data is delivered to the applicant on his/her request. ArtLuxury may oppose clearly abusive requests, particularly due to their number, or their repetitive or systematic nature.
- 17.16 The Customer proving his/her identity may request ArtLuxury that, depending on the case, the Data about him/her be rectified, completed, updated, blocked or erased, if this is inaccurate, incomplete, misleading, out of date or whose collection, use, disclosure or storage is prohibited.
- 17.17 The Customer may exercise these rights by sending an e-mail to ArtLuxury at the following address: contact@artluxuryexperience.com.

18. FORCE MAJEURE

- 18.1 Neither Party shall be deemed to have breached its contractual obligations, to the extent that such failure is due to a case of force majeure, as defined by the courts, including in the event of strike, war, attack, riot, revolution, nuclear disaster, extreme weather conditions or natural events, such as a cyclone, earthquake, tsunami, tornado. Moreover, force majeure will only release the relevant Party from his/her contractual obligations if and when he/she is prevented from executing his/her contractual obligations.
- 18.2 The Party affected by a case of force majeure will immediately inform the other Party about this by telephone and e-mail. In the absence of return receipt to this e-mail sent by the other Party within forty-eight (48) hours, the Party affected by the case of force majeure will notify the other Party by recorded mail with return receipt, showing the relevant justifications. The other Party reserves the right to check and control the reality of these facts.
- 18.3 The Party who invokes a case of force majeure will do everything to reduce the detrimental effects for the other Party by as much as possible, which result from this situation.

- 18.4 Each Party bears the burden of all costs that he/she is liable for and which will result from the occurrence of the case of force majeure.
- 18.5 In the case where the event which gives rise to the case of force majeure were to continue over more than thirty consecutive days, the Parties will initiate discussions so as to adopt the appropriate measures according to the circumstances.
- 18.6 If the Parties do not manage to reach an agreement, the Party who the case of force majeure is against will be able to immediately cancel all or part of the contract.

19. GENERAL PROVISIONS

- 19.1 **Convention of proof:** the Parties agree that they may electronically exchange the information that is necessary for the execution of these General Terms, coupled with the orders of Services. It is presumed that any electronic communication between the Parties has the same validity as writing on paper.
- 19.2 **Tolerances :** the fact that one of the Parties does not take advantage of a failure by the other Party to respect any of the obligations featuring in the Agreement, may not be interpreted as a renunciation to the obligation concerned.
- 19.3 **Partial invalidity** in the event of invalidity of a substantial stipulation of the General Terms, or if such a stipulation was deemed unwritten, in whole or in part, pursuant to a law or regulation, or following a final court decision, the other provisions shall remain in force and will continue in full force between the Parties.

20. APPLICABLE LAW

This Agreement is governed by French law.

21. ATTRIBUTION OF JURISDICTION

IF NO MUTUAL AGREEMENT IS REACHED BETWEEN THE PARTIES, THE FRENCH COURTS WILL BE THE ONLY ONES THAT ARE COMPETENT TO HEAR ANY DISPUTE BETWEEN THE PARTIES ON THE FORMATION, INTERPRETATION, PROVISION, CANCELLATION OR RESOLUTION OF THESE GENERAL TERMS AND OF THE CONTRACTS, WHICH IS ALSO THE CASE FOR PRECAUTIONARY PROCEDURES, EMERGENCY PROCEDURES, IN THE EVENT OF SUMMARY PROCEEDINGS, RECOURSE IN WARRANTY, CLAIM OR MULTIPLE DEFENDANTS.

22. EXCERPT FROM THE TOURISM CODE.

Pursuant to article L. 211-7 of the Tourism Code, the provisions of articles R. 211-3 to R. 211-11 of this Code are reproduced below.

Article R. 211-3

With the exception of the exclusions provided for in paragraphs three and four of article L. 211-7, all offers and all sales of travel or holiday services lead to the delivering of appropriate documents that comply with the rules defined by this section.

In the event of sales of airline tickets or tickets on regularly scheduled services that are not accompanied by package-type services linked to this transportation, the seller issues the buyer one or several passenger tickets for the entire journey, issued by the carrier or under his responsibility.

In the case of transport upon request, the name and address of the carrier on whose behalf the tickets are issued must be mentioned.

The separate invoicing of the various elements of a given tourism package does not absolve the seller of his obligations under the regulatory provisions of this section.

Article R. 211-3-1

Exchanges of pre-contractual information and the providing of contractual terms are done in writing. These can be done electronically in the conditions of validity and exercising provided for in articles 1369-1 to 1369-11 of the civil code. They must mention the name or company name and address of the seller and indication of his listing in the registry provided for in article L. 141-3 or, if applicable, the name, address and indication of the registration of the federation or the union mentioned in the second paragraph of article R. 211-2.

Article R. 211-4

Prior to the signing of the contract, the seller must give the consumer information about the prices, dates and other elements that constitute the services provided for the journey or holiday such as:

- 1° The destination, means, characteristics and categories of transport used;
- 2° The type of accommodations, their location, level of comfort and main characteristics, authorization and tourism rating according to the regulations or customs of the host country;
- 3° The meal services offered;
- 4° A description of the itinerary for tours;
- 5° The administrative and health formalities to be carried out by French citizens or citizens of another member state of the European Union or of the European Economic Area, particularly in cases involving the crossing of borders, and the deadlines for carrying these out;
- 6° The visits, excursions and other services included in the package or possibly available at an additional cost;
- 7° The minimum or maximum size of the group making it possible to carry out the journey or holiday and, if the carrying out of the journey or holiday depends on a minimum number of participants, the deadline for informing the consumer in the event of cancellation of the journey or holiday; this date cannot be set at less than twenty-one days before the departure;
- 8° The amount or the percentage of the price to be paid as a deposit upon signing the contract and the schedule for the payment of the balance due;
- 9° The conditions for revision of the prices as provided for by the contract in application of article R. 211-8;
- 10° The conditions of cancellation of a contractual nature;
- 11° The cancellation terms defined in articles R. 211-9, R. 211-10 and R. 211-11;
- 12° The information concerning the optional subscription of an insurance contract covering the consequences of certain cases of cancellation or of an assistance contract covering certain particular risks, such as expenses for repatriation in the event of accident or illness;
- 13° When the contract includes air transport services, the information, for each section of the flight, provided for in articles R. 211-15 to R. 211-18.

Article R. 211-5

The prior information given to the consumer binds the seller, unless, in this information, the seller expressly reserves the right to modify certain parts of it. The seller must, in this case, clearly indicate to what extent this modification can take effect and on what elements.

In any event, the modifications made to the prior information must be given to the consumer before the signing of the contract.

Article R. 211-6

The contract signed between the seller and the buyer must be written, drawn up in duplicate with one original given to the buyer, and signed by both parties. When the contract is signed electronically, articles 1369-1 to 1369-11 of the civil code apply. The contract must include the following clauses:

- 1° The name and address of the seller, his guarantor and his insurer and the name and address of the organizer;
- 2° The destination or destinations of the journey and, in the case of a holiday in stages, the various periods and their dates;
- 3° The means, characteristics and categories of transport used, the starting and return dates and places;
- 4° The type of accommodations, their location, level of comfort and main characteristics and the tourism rating by virtue of the regulations or customs of the host country;
- 5° The meal services offered;
- 6° A description of the itinerary for tours;
- 7° The visits, excursions or other services included in the total price of the journey or holiday;
- 8° The total price of the services invoiced and the indication of any possible revisions of this invoicing by virtue of the provisions of article R. 211-8;
- 9° The indication, if applicable, of the fees or taxes for certain services such as landing, disembarking or embarking fees at ports and airports, visitor's taxes when they are not included in the prices of the services provided;
- 10° The schedule and method for payment of the price; the last payment made by the buyer cannot be less than 30 % of the price of the journey or holiday and must be made at the time of submission of the

documents allowing him to carry out the journey or holiday;

11° The particular terms requested by the buyer and accepted by the seller;

12° The manner in which the buyer can submit to the seller a complaint for non-fulfillment or poor fulfillment of the contract. This complaint must be sent as early as possible, by any means allowing him to obtain a confirmation of receipt, to the seller, and, if necessary, indicated in writing, to the organizer of the journey and to the provider of the services involved;

13° The deadline for informing the buyer in the event of cancellation of the journey or holiday by the seller if the carrying out of the journey or holiday is linked to a minimum number of participants, in accordance with the provisions of 7° of article R. 211-4;

14° The conditions for cancellation of a contractual nature;

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

16° The specifications concerning the risks covered and the amount of the guarantees under the insurance contract covering the consequences of the seller's professional legal liability;

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

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

19° The commitment to give the buyer, at least ten days before his planned departure date, the following information:

a) The name, address and telephone number of the local representative of the seller or, failing that, the names, addresses and telephone numbers of the local organizations that could help the consumer in the event of difficulties or, failing that, the telephone number to contact the seller in the event of an emergency;

b) For journeys or holidays of minors abroad, a telephone number and address allowing for the establishing of direct contact with the child or the on-site manager for the holiday;

20° The clause for termination and reimbursement without penalties of the sums paid by the buyer in the event of non-observance of the information obligation provided for in 13° of article R. 211-4;

21° The commitment to give the buyer, in a timely manner before the beginning of the journey or holiday, the departure and arrival times.

Article R. 211-7

The buyer can transfer his contract to a transferee who fulfills the same conditions as him to carry out the journey or holiday, as long as this contract has not produced any effect.

Unless there is a stipulation that is more favorable to the transferor, he must inform the seller of his decision by any means allowing him to obtain a confirmation of receipt seven days before the beginning of the journey at the latest. When it is a cruise, this period is extended to fifteen days. In no event is this transfer subject to prior authorization.

Article R. 211-8

When the contract includes the express possibility of a price revision, within the limits provided for in article L. 211-12, it must mention the precise method used for the calculation of the price variations, both upward and downward, and in particular the amount of the transportation costs and related taxes, the currency or currencies that could have an impact on the price of the journey or holiday, the share of the price to which this variation can apply, and the rates of the currency or currencies used as references for the establishment of the prices appearing in the contract.

Article R. 211-9

When, before the departure of the buyer, the seller is forced to modify one of the essential elements of the contract, such as a significant price increase and when he ignores the information obligation mentioned in 13° of article R. 211-4, the buyer can, without prejudice to recourse for reparation of damage that might be suffered, and after having been informed by the seller by any means allowing him to obtain a confirmation of reception:

-either terminate his contract and obtain the immediate reimbursement of the sums paid without penalties;

-or accept the modification or substitution journey proposed by the seller; a rider to the contract specifying the modifications made is then signed by the parties; any decrease in prices is deducted from sums that may remain due from the buyer and, if the payment already made by him exceeds the price of the modified package, the surplus must be refunded to him before the date of his departure.

Article R. 211-10

In the case provided for in article L. 211-14, when, before the departure of the buyer, the seller cancels the journey or the holiday, he must inform the buyer by any means allowing him to obtain a confirmation of reception; the buyer, without prejudice to recourse for reparation of damage that might be suffered, obtains from the seller the immediate reimbursement of the sums paid without penalty; in this case, the buyer receives compensation at least equal to the penalty that he would have had to pay if the cancellation had occurred due to him as of that date.

The provisions of this article do not in any way represent an obstacle to the concluding of an amicable settlement leading to the acceptance, by the buyer, of a substitute journey or holiday offered by the seller.

Article R. 211-11

When, after the departure of the buyer, the seller is unable to provide a preponderant share of the services provided for in the contract representing a significant percentage of the price honored by the buyer, the seller must immediately take the following measures without prejudice to recourse for reparation of damage that might be suffered:

-either offer services to replace the planned services, bearing any additional cost and, if the services accepted by the buyer are of a lower quality, the seller must reimburse him for the price difference upon his return;

-or, if he cannot offer any replacement service or if these are refused by the buyer for valid reasons, provide to the buyer, at no additional cost, passenger tickets to guarantee his return in conditions that can be judged to be equivalent to the place of departure or to another place accepted by both parties. The provisions of this article are applicable in the event of non-observance of the obligation provided for in 13° of article R. 211-4.

ANNEX I relative to the Affiliated transport Services

The Affiliated transport Services are subject to the specific contractual conditions of these Partners, such as described below in this Annex to the General Terms. These contractual conditions are therefore accessible at the time of the reservation by the Client and must be read carefully and accepted before any and all booking of these services.

- The Partners ensuring the Affiliated transport Services have given ArtLuxury a mandate to act in their names and for their account in the frame of the reservation of these services by the Clients.

- The Partners ensuring the Affiliated transport Services take full responsibility afferent to the execution of the delivery of these services.

- As such, ArtLuxury could not be held responsible in the case of a failure to execute, a bad execution or damages caused to the Clients, given that ArtLuxury has only intervened as a mandatary in the frame of the delivery of these services.

- The modalities of the booking by the Client of the Affiliated transport Services are as defined in the article 6.3 of the present General Terms, and subject to the booking process described in the article 5.

- Finally, the Client accepts expressly :

- Any modification of the trip asked for by the Client during the performance and entailing changes to the program will imperatively have to be the purpose of a prior telephonic agreement between ArtLuxury and the Client, to the initiative of the Partner, which agreement will define precisely the supplements that ArtLuxury will then be able to bill the Client for immediate payment (transmission by telephone of the coordinates for payment by Bank Card),
- Any prospective delay, due to the Client, at the time of the planned reservation, will be counted as an hour of wait after the 1st quarter of an hour. Such a delay, exclusively attributable to the Client, will be billed to him directly by ArtLuxury for immediate on site payment to the Performer (transmission by telephone of the coordinates for payment by Bank Card) or any other means available, to the conditions planned in the fee schedule published online on the ArtLuxury Website,
- The loss, theft or breakage of the objects or luggage transported, or left in the Performers' vehicles are under the full and unique responsibility of the transported Clients, the Clients hereby forfeiting any recourse,

- By the Client, all deterioration of the interior equipment or other damages sustained by the Partner's vehicle, or caused by a third party, such as the opening of the doors, will be attributed solely to the Client and will be billed to him directly.