

## **GENERAL TERMS AND CONDITIONS**

ADAGIO SAS directly or indirectly operates vacation rentals (hereinafter the Aparthotel(s)) in France and abroad under the brands Adagio, Adagio Access, or Adagio Premium to offer apartments (hereinafter the Apartment(s)) for rent.

These General Terms and Conditions (hereinafter the GTC) apply to all reservations made at an Aparthotel that is a member of the ADAGIO network (hereinafter "ADAGIO"). Any reservation of a stay implies the acceptance of these GTC, regardless of the booking channel used.

### **ARTICLE 1 RESERVATION**

1.1 The reservation of an Apartment shall be effective only after written confirmation of its acceptance by ADAGIO, which shall be in the form of an e-mail sent to the Guest and shall include an overview of the conditions of the booked stay.

1.2 A multiple reservation is a reservation that refers to seven (7) apartments and more in one and the same Aparthotel, made by one and the same legal or natural person. In case of multiple reservations, a specific group contract shall be concluded, which in case of inconsistency shall prevail over the provisions of all GTC.

1.3 The Guest declares that his reservation is made for his personal needs:

His reservation is in his name and can in no case be transferred, whether free of charge or against payment, to third parties.

He is solely responsible for the choice of the reserved services.

It is forbidden for him to carry out any commercial, craft or professional activity in the apartments.

### **ARTICLE 2 RATES**

2.1 Accommodation service: The rates of the accommodation service are per apartment per night and include utilities (water, electricity, heating).

The rates vary according to the date of the reservation, the date of the beginning of the stay, the length of the stay, the type of apartment (studio, 2 rooms, etc.), the number of people occupying the apartment (limited by the maximum number allowed per apartment) and the type of rate (flexible, semi-flexible, non-flexible).

ADAGIO offers 3 types of rates:

Flexible rates: These rates require a guarantee at the time of reservation (see Article 3 below) and payment of the total amount or balance upon arrival at the Aparthotel (see Article 4 below), and allow for total cancellation free of charge under certain conditions (see Article 5 below).

Semi-flexible rates: These rates require prepayment of the total amount upon reservation (see Articles 3 and 4 below) and allow for fee-free total cancellation under certain conditions (see Article 5 below).

Non-Flexible Rates: These rates require prepayment of the total amount at reservation (see Article 4 below) and do not allow cancellation (see Article 6 below).

ADAGIO practices degressive rates related to the length of stay: for stays of 4 nights or more, the rate for the accommodation service will be applied from the first night in all Aparthotels and for all periods (if no specific conditions are mentioned at the time of reservation).

All reservations, regardless of their origin, are payable in the local currency of the Aparthotel.

In the event of a discrepancy between the number of persons indicated at the time of reservation and the number of persons on the day of arrival, a surcharge of 15 EUR per additional person per night may be applied upon arrival, with the accommodation of excess persons depending on the accommodation capacity of the reserved apartment(s).

Additional services and benefits are not included in the price of the accommodation service.

2.2 Housekeeping service : The prices for a stay of 8 nights and more include a weekly housekeeping service with cleaning of the apartment (without kitchen and dishes), change of bed linen and bath and hand towels and housekeeping service at the end of the stay.

Prices for stays of less than 8 nights do not include housekeeping service. The service can be requested directly at the reception of the aparthotel and will be charged as a supplement.

2.3 Breakfast : In some rates breakfast is included, in which case it is valid for the entire duration of the stay and for all persons included in the reservation.

In all other rates breakfast is not included and is payable as a supplement on the spot.

For children up to the day before their third birthday, breakfast is free, subject to at least one paid breakfast.

2.4 Additional services : If additional services (parking, food, late check-in, etc.) are not expressly included in the offer, they will be charged as a supplement.

2.5 Promotional offers: Special conditions apply to promotional offers, which will be communicated with the offer. Promotional offers are not cumulative.

2.6 Changes in Rates: ADAGIO reserves the possibility for rate changes in case legal and/or other regulations (namely change or introduction of taxes) are likely to lead to price changes. Any changes or introduction of new taxes by legal or administrative regulations of the competent authorities will be automatically reflected in the prices indicated on the invoice date.

2.7 The tourist tax is not included in the rates. Its amount is determined per person per day and varies depending on local regulations and applicable classifications of vacation homes. It is payable either on the spot or at the time of reservation, depending on the case.

2.8 Prices "From": The prices indicated in the communication documents and on the website in connection with the indication "From" are indications of offers that are practiced depending on certain lengths of stay, periods and cities.

2.9 Infant Policy: Overnight accommodations for children under three (3) years of age are free of charge if indicated at the time of reservation. Kits for infants (chair and bed) will be provided to guests upon reservation at the front desk, subject to availability.

### **ARTICLE 3 SECURITIES**

3.1 Accommodation Service: All reservations must be confirmed with the number of a credit card valid for the entire period of stay.

3.1.1 For reservations with flexible rates, a credit card guarantee will be obtained at the time of reservation:

For all stays between and including 1 and 3 nights: a credit card pre-authorization (PLBS) equal to the price of the first night's stay.

For all stays between and including 4 and 9 nights: a pre-authorization (PLBS) by credit card equal to the price of the first two nights.

For all stays between 10 and 27 nights inclusive: a deposit equal to four times the price of the first night.

For all stays of 28 nights and more: a deposit equal to eight times the amount of the first night.

3.1.2 For reservations with semi-flexible rates, the credit card guarantee obtained is equivalent to a deposit equal to the total amount of the reservation.

3.2 The guarantee may be used by ADAGIO in the event of non-payment of the amounts owed to ADAGIO by the Guest for the accommodation service and/or the additional services used on site (breakfast, telephone, parking, etc.).

3.3 For stays exceeding 28 nights on French territory, a seasonal rental contract will be concluded between the Aparthotel and the Guest. The Guest must then provide the following documents: the 3 most recent pay slips and/or the most recent tax assessment, a current proof of residence, bank details, a copy of a valid identity document and a bank guarantee in the form of the number of a credit card issued in the name of the person making the reservation and valid until the end of the stay. The reservation or its renewal will not be confirmed if at the moment of signing the accommodation contract all the mentioned documents are not available.

In no case the guest can make the rented place his main residence for any reason whatsoever. The guest undertakes to have an effective main residence during the whole rental period.

An adversarial apartment acceptance between ADAGIO and the Guest shall be drawn up at the time of taking over and leaving the apartment.

#### **ARTICLE 4 PAYMENT OF THE RESERVATION**

4.1 Payment term:

4.1.1 For reservations with flexible rates, payment is postponed depending on the length of stay and the brand concerned:

For stays between 1 and 14 nights inclusive: The balance of the complete stay minus a deposit is payable on arrival.

For stays between 15 and 27 nights inclusive: Payment for the first 15 nights, less a deposit, is due upon arrival. The balance is to be paid before the end of the 1st two weeks.

For all stays of 28 nights or more: payment of the first 15 nights, less a deposit, is due upon arrival. During the stay, two weeks are to be paid in advance each time.

4.1.2 For reservations with semi-flexible rates, 100% payment is due at the time of reservation.

4.2 Payment methods: Below is the list of available payment methods.

For payments on ADAGIO website: with credit card (Mastercard, Visa, AMEX) for all Aparthotels and with PayPal (UK), Diners Club and Accor business account for certain Aparthotels.

For payments on the ALL website: by credit card (Mastercard, Visa, AMEX) for all Aparthotels, and by PayPal, Diners Club, Accor business account, Mistercash, iDeal, Sofort Banking, JCB, Alipay, UnionPay bank card, bank transfer and WeChat Pay for certain Aparthotels.

For payments made on the website of an external partner: the payment methods available on the respective site apply.

For payments made at the Aparthotel: in cash (in compliance with the regulations in force at the time of payment), by credit card (Mastercard, Visa, AMEX) or by bank transfer.

Payments by bank check issued by a French bank are accepted by Aparthotels Adagio located in France. They are not accepted by Aparthotels Adagio Access.

Payments with vacation checks ("Chèque Vacances") will not be accepted at Aparthotels not located on French territory.

4.3 Late payment: ADAGIO may charge interest for late payment in case of non-compliance with the above mentioned payment deadlines. Default interest shall be due from the day following the due date of the invoice at a rate equal to three times the legal interest rate in force at the time the invoice is recoverable, calculated on the total amount still owed on said invoice, including VAT.

4.4 Payments made on ADAGIO's website and on ALL's websites are PCI-DSS certified.

## **ARTICLE 5 CANCELLATION/MODIFICATION OF THE RESERVATION**

5.1 Conditions for the entire cancellation of the reservation :

5.1.1 In the case of reservations with flexible rates, the period to be respected for cancellation without reservation costs depends on the total duration of the stay originally reserved. The cancellation is free of charge:

For all stays between 1 and 3 nights inclusive: until the day of arrival at 18:00.

For all stays between and including 4 and 9 nights: until the day before arrival at 12:00 p.m.

For all stays between and including 10 and 27 nights: up to three (3) days before arrival at 12:00 p.m.

For all stays of 28 nights and more: five (5) days before arrival at 12:00 p.m.

In case of failure to comply with these deadlines and in case of no show by the guest on the day of arrival, ADAGIO reserves the right to charge the following cancellation fees, subject to specific local regulations:

Charge of the value of one night at the reserved rate for all stays between 1 and 3 nights inclusive.

Charge the value of two nights to the reserved rate for all stays between 4 and 9 nights inclusive.

non-reimbursement of the advance payments made for accommodation for stays of more than 10 nights.

5.1.2 For reservations with semi-flexible rates, the time limit to be respected for cancellation without reservation costs depends on the total duration of the stay originally reserved. The cancellation is free of charge:

For all stays between 1 and 3 nights inclusive: up to three (3) days before arrival at 12:00 noon.

For all stays between and including 4 and 9 nights: up to three (3) days before arrival at 12:00 p.m.

For all stays between and including 10 and 27 nights: up to seven (7) days before arrival at 12:00 noon.

In case of non-compliance with these deadlines and in case of no show by the Guest on the day of arrival, ADAGIO will charge cancellation fees equal to the total amount of the stay and therefore will not refund any deposits.

5.1.3 Insofar as additional services selected at the time of reservation are concerned, the following shall apply: Cancellations made after the expiry of the above-mentioned deadlines shall not be considered by ADAGIO. The amount of the reserved additional services remains due in total.

5.2 Conditions for the modification of the reservation :

5.2.1 Changes in the date, length of stay, apartment type or location of the reservation originally confirmed by ADAGIO are considered partial cancellation of the reservation.

Considering ADAGIO's degressive rates related to the length of stay, if a partial cancellation of the reservation results in a change in the length of stay, the rate may be changed.

If the length of stay is less than that originally reserved, the change in rate will be retroactive to the day of arrival.

Subject to availability and at ADAGIO's discretion, the length of stay may be changed without any obligation to maintain the same apartment or price.

5.2.2 In the case of reservations with flexible rates, any partial cancellation of the reservation, in addition to the change in the rate, will entail the payment of the following cancellation fees:

If the partial cancellation of the reservation occurs before the date of arrival, the cancellation is free of charge:

For all stays between 1 and 3 nights inclusive: until the day of arrival at 18:00.

For all stays between and including 4 and 9 nights: until the day before arrival at 12:00 noon

For all stays between and including 10 and 27 nights: up to three (3) days before arrival at 12:00 p.m.

For all stays of 28 nights and more: five (5) days before arrival at 12:00 p.m.

If the partial cancellation of the reservation occurs after the date of arrival (early departure), the cancellation is free of charge:

For all stays between 1 and 9 nights inclusive: until the day of early departure, 12:00 noon.

For all stays between and including 10 and 27 nights: up to three (3) days before the early departure, 12:00 p.m.

For all stays of 28 nights and more: up to five (5) days before the early departure, 12:00.

After these deadlines, ADAGIO reserves the right to apply the following cancellation fees and may then charge the following:

one night's stay for all stays between 1 and 9 nights,

the cancelled nights (up to a maximum of 4 nights) for all stays between 10 and 27 nights inclusive,

the cancelled nights (up to a maximum of 8 nights) for all stays of 28 nights and more.

5.2.3 In the case of reservations with semi-flexible rates, any partial cancellation of the reservation, in addition to the change in the rate, may result in the payment of the following cancellation fees:

If the partial cancellation of the reservation occurs before the date of arrival, the cancellation is free of charge:

For all stays between 1 and 3 nights inclusive: up to three (3) days before arrival, 12:00 noon.

For all stays between and including 4 and 9 nights: up to three (3) days before arrival, 12:00 p.m.

For all stays between and including 10 and 27 nights: up to seven (7) days before arrival, 12:00 noon

If these deadlines are not met, ADAGIO will charge cancellation fees equal to the entire stay and will not refund any deposits.

If the partial cancellation of the reservation occurs after the arrival date (early departure), ADAGIO will charge cancellation fees equal to the entire stay and will not refund any deposits.

5.2.4 In the event of an extension of the length of stay and taking into account ADAGIO's declining rates related to the length of stay, the confirmation shall be subject to acceptance by ADAGIO and the change of rate shall be applied from the date on which the extension of stay for the additional night(s) has been announced. The rate change will not be applied retroactively.

### 5.3 Notifications:

Any change (total or partial cancellation - extension) requires notification to be taken into account:

be made directly to the Aparthotels by e-mail or through the reservation system (a cancellation of the reservation can be made directly on the website [www.adagio-city.com](http://www.adagio-city.com) through the section "My account, my reservations"), if the reservation was made directly with ADAGIO.

in the other cases, with the service provider where the reservation of the apartment was made.

## **ARTICLE 6 NON-CANCELABLE / NON-REFUNDABLE / NON-EXCHANGEABLE / NON-MODIFIABLE STAYS AND OFFERS.**

Reservation with non-flexible rates (examples: "Prepayment" rate, "Early Check-in" rate, "Weekend" rate and current promotional offers) are NON-REFUNDABLE and NOT EXCHANGEABLE.

For these stays, the above cancellation and modification conditions are replaced by the following:

Advance payment of the total amount of the stay: Any reservation can only be made simultaneously with the payment of 100% of the total price of the stay. Otherwise, the reservation cannot be guaranteed.

In essence, non-cancellable, non-refundable, non-exchangeable and non-modifiable: Considering the preferential rate granted by ADAGIO, the acceptance of the offer and/or the reserved stays are not cancelable, refundable, exchangeable or modifiable. Demands for modification or cancellation will not be considered. The provisions of Article 5 are therefore not applicable. Accordingly, ADAGIO will charge cancellation fees equal to the total amount of the stay, regardless of the date on which the reservation was cancelled. Any services reserved and invoiced as an option shall not give rise to any right to reimbursement.

No Show at the place of stay: If the guest does not present himself on the day of arrival, no refund will be made by ADAGIO .

## **ARTICLE 7 ARRIVAL AND DEPARTURE**

At the time of arrival, the credit card used for the reservation and a valid identification document in the same name as the credit card must be presented. Otherwise ADAGIO may refuse access to the accommodation.

For France, the following applies:

According to the provisions of the "Code de l'entrée et du séjour des étrangers et du droit d'asile" [CESEDA - Code on the Entry and Stay of Foreigners and the Right of Asylum], any guest of foreign nationality, including EU citizens, is required to fill in a police registration form, which may have already been prepared by ADAGIO. This form must be kept for 6 months and can be sent to the police or gendarmerie upon request. The refusal to fill in or sign such a form shall be considered as a reason justifying the refusal of a sale.

Upon arrival, a valid identification document must be presented by each of the guests over 15 years of age.

Guests of French nationality must complete a personal registration form on site and provide proof of identity with a valid identification document.

For other countries, the following applies:

The local regulations in force at the time of the guest's arrival will be applied by ADAGIO.

Access to the accommodation is possible from 15:00 local time on the day of arrival.

The release of the accommodation must take place before 11:00 am local time on the day of departure. If this time is exceeded, an additional night will be charged.

These times are for information only and may vary for certain Aparthotels.

#### **ARTICLE 8 SECURITY SERVICE**

Upon your arrival at the Aparthotel, you may be required to pay a security deposit, the amount of which may vary depending on the Aparthotel, the type of accommodation and the length of your stay.

The security deposit will be refunded to you at the end of your stay, deducting the following amounts by name:

- Compensation retained to repair any damage caused by guests and/or their animals (means any damage and/or disturbance of any kind in the private or shared areas of the Aparthotel),
- unpaid services, including those taken as an option on site (breakfast, parking, etc.),
- costs incurred for the loss of the keys of the apartment issued upon arrival,
- or costs of an additional housekeeping service incurred.

Detailed information is available at each Aparthotel.

A security deposit may also be required of you if you borrow an item from the "Library of Things" in an Aparthotel equipped with "The Circle" common area.

#### **ARTICLE 9 OCCUPANCY**

The number of guests in an apartment cannot be greater than the designated accommodation capacity for the reserved apartment. All children 3 years of age and older are considered independent guests.

ADAGIO informs you that it is not possible to add extra beds in the apartments. (It is possible to add a travel cot, if available, upon request for an infant).

#### **ARTICLE 10 MINORS**

ADAGIO Aparthotels cannot receive minors under the age of 18 who are not accompanied by their legal representatives. Consequently, ADAGIO may request evidence of any kind to verify the proper application of this provision. As soon as ADAGIO detects a violation of this provision, the reservation will be cancelled or the stay will be terminated immediately.

#### **ARTICLE 11 PERSONAL DATA**

When reserving a stay in an Aparthotel, the personal data of the guests are recorded in the distribution and management systems of Accor SA and Adagio SAS for the purpose of providing and executing the contract. These data are collected to record the reservation and to carry out invoicing, payment and analysis of the guest's satisfaction. With the Guest's consent, the personal data may also be used for personal communications regarding the products and services of the ACCOR and PIERRE & VACANCES groups.

The personal data of the Guest collected during the reservation process are intended for: ACCOR, PIERRE & VACANCES and ADAGIO, associated establishments, partners, service providers (in particular the online payment service providers) and the Aparthotels for the purpose of executing the reservation or taking measures preparatory to the contract. Once the guarantees provided by the applicable regulations are effectively in place, the guest's data may be transferred from Europe to countries that, in the opinion of the European Union, do not guarantee a comparable level of data protection.

Your data will be kept for the entire period of the contractual relationship and then archived for a period of 10 years in accordance with our legal obligations.

Data processed in the context of promotional activities can be kept for no more than 3 years after the last contact originating from you or in the context of your objection, or 6 years for guests participating in the ALL bonus program.

In accordance with Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data, you have rights of access, consultation, rectification, erasure, portability and opposition to Accor SA and Adagio SAS, as well as the right to receive instructions on the processing of your data in the event of your death. These rights can be exercised using a single address: [data.privacy@adagio-city.com](mailto:data.privacy@adagio-city.com) or by mail to Adagio SAS - Délégué à la Protection des Données (Data Protection Officer) - L'Artois. Espace Pont de Flandre - 11, rue de Cambrai - 75947 Paris Cedex 19. You may be asked to provide a copy of an identity document.

As far as contacting you by telephone for advertising purposes is concerned, you have a specific right to object if you subscribe to the BLOCTEL list.

Subject to a breach of the above provisions, you have the right to complain to a competent supervisory authority, such as the CNIL in France.

#### **ARTICLE 12 CARDS AND SUBSCRIPTIONS**

The benefits, discounts and reservation guarantees associated with subscription or ACCOR loyalty cards (ALL, Business Plus) apply exclusively to reservations made at participating Aparthotels and cannot be combined with any other type of offer.



The conditions for obtaining ALL points are regulated in the general terms and conditions of the ALL bonus program; it is made clear that no points are awarded for reservations in Aparthotels not participating in the bonus program.

### **ARTICLE 13 HOUSE RULES**

House rules are posted in each aparthotel and/or apartment. Each guest is presumed to have taken effective notice of them. The guest undertakes to keep the movable property provided to him in the apartment in good general condition and must report any faults or malfunctions to the reception. Moreover, it is reminded that the guests must close the accesses to the apartment (doorways, windows and entrance door) when leaving the place.

ADAGIO shall not be held liable in case of violation of the provisions of said house rules.

ADAGIO reserves the right to access the apartments in order to carry out housekeeping services, check the general condition, carry out technical maintenance and apply security conditions.

Pets: Subject to exceptions (obtain information from the respective Aparthotel) and provided the establishment is informed in advance, only dogs and cats are allowed in the Aparthotels upon presentation of a rabies vaccination certificate and a certificate of fitness to keep dogs, if the class to which the dogs belong provides for it. A per diem fee must be paid on site for pets. Assistance dogs and guide dogs for the blind are admitted free of charge.

Class 1 and 2 dogs, defined as dangerous, are prohibited in our establishments.

Accepted pets must not interfere with the peace and safety of persons. Their owners must observe the elementary rules of hygiene and the integrity of the facilities.

Animals are not allowed to roam freely in the establishment and must be kept on a leash in the areas used in common. They are forbidden around swimming pools and in the breakfast rooms.

In all cases, the owners alone are responsible for their animals.

Wi-Fi: The Aparthotels ADAGIO offer free Wi-Fi access that allows guests to connect to the Internet. The Customer also undertakes to ensure that the IT resources made available to him by ADAGIO are not used in any way for the purpose of reproducing, displaying, making available or publishing works or objects without the authorization of the holders of the rights referred to in Book I and II Code de la propriété intellectuelle [French Copyright Code] protected by a copyright or related right, such as texts, images, photographs, musical works, audiovisual works, software and video games, where such authorization is required. The Guest is also required to comply with the security policies of the Accommodation Internet Service Provider, including the rules for the application of security measures adopted for the purpose of preventing the unlawful use of IT resources [or any other term used in the Company's IT Charter], and to refrain from any action that may impair the effectiveness of such measures. If the Guest does not comply with the above obligations, he runs the risk of being charged with an offense of counterfeiting (Article L.335-3 French Copyright Code), punishable by a fine of 300,000 EUR and three years of imprisonment.

In case of violation by the Guest of any of the provisions of the House Rules or in case of behavior contrary to good morals and public order, ADAGIO may require the Guest to leave the establishment without any compensation and/or refund if payment has already been made. If no payment or only a partial payment has been made, the Guest must pay the price of the nights spent before leaving the establishment. ADAGIO also reserves the right to take legal action or report the facts to the competent authorities.

## **ARTICLE 14 LIABILITY - APPLICABLE PROVISIONS**

14.1 ADAGIO Aparthotels have different legal forms in each country. The legal forms of the establishments can be found on the ADAGIO website and in all communication documents. The provisions relating to the legal form of the establishment and the country are applicable.

Therefore, we inform you of the fact that a place in a resort is not covered by the liability of hotel operators. Consequently, ADAGIO shall not be liable in the event of loss, theft or damage to personal belongings in the establishments, apartments, parking lots or common areas classified as vacation rentals.

The statute of limitations for amounts arising from services sold by ADAGIO does not fall within the scope of the statute of limitations in the hotel industry (Article 2272 Code civil [French Civil Code]). By way of derogation from Article 2244 of the Civil Code, the dispatch by ADAGIO of a registered letter with advice of receipt to a Guest against whom a claim exists shall interrupt the otherwise applicable limitation period.

14.2 The Guest may not invoke the statutory provisions applicable to residential rental agreements, in particular with respect to protection against termination. The Guest undertakes not to establish a residence with tax or professional implications at the address of the establishment and not to lend or sublet the apartment to third parties for any reason whatsoever.

14.3 The GTC are governed by French law, without prejudice to the law applicable under the rules of private international law. This applies to both the substantive and procedural rules.

14.4 The photographs shown on the website and/or in the catalog are not contractually binding. Even if no effort is spared to ensure that the photos, graphic representations and texts used to illustrate the presented Aparthotels give as accurate an impression as possible of the accommodation services offered, variations may occur, in particular due to a change in the furniture or due to any renovation work. The Guest may not base any complaints on such circumstances.

## **ARTICLE 16 CUSTOMER SERVICE**

The on-site teams are at the disposal of the Guests during their stay in order to respond to their complaints, resolve any malfunctions that may be detected and allow them to make full use of their stay. For any kind of request, it is appropriate to contact them.

All complaints after the stay of the guest must be made within 2 months from the date of departure as follows:

in a letter addressed by registered mail with return receipt to Adagio SAS - Service Relations Clients - 11, rue de Cambrai - 75947 Paris cedex 19, or

in an e-mail sent to the following address: [contact.adagio@adagio-city.com](mailto:contact.adagio@adagio-city.com)

In case of complaint, the following elements must be communicated: the reservation number, place and time of stay, type of apartment reserved, reason for the complaint and any evidence useful for processing the claim.

Should the dispute not be resolved by an amicable written agreement with the Customer Service Department, a conciliation procedure may be initiated by calling the FEVAD (Fédération du e-commerce et de la vente à distance [Federation for e-commerce and distance selling]) at the following address: 60, rue La Boétie - 75008 Paris - <http://www.mediateurfevad.fr>.

## **ARTICLE 17 RELOCATION**

In the event of an exceptional occurrence or an impossibility to provide the Guest with the reserved apartment, or in the event of force majeure, ADAGIO may, for the entire or partial duration of the stay, subject to the prior consent of the Guest, offer the latter accommodation in an equivalent category for services of the same type.

Any additional costs shall then be borne by ADAGIO.

## **ARTICLE 18 EFFECTIVENESS OF THE GENERAL TERMS AND CONDITIONS**

The reservation of a stay at ADAGIO implies the acceptance of its GTC. Said General Terms and Conditions shall apply throughout their online availability on the website [www.adagio-city.com](http://www.adagio-city.com) and may be modified and/or supplemented by ADAGIO at any time.

As soon as the new version of the GTC is put online on the Internet, it is automatically applicable.

Should the GTC conflict with specific terms and conditions of a rate (non-variable, non-refundable public rates) or contract (corporate, leisure, group contracts, etc.), the latter shall prevail.

The Guest's agreement to the GTC and the terms and conditions associated with the reserved rate is made at the time of reservation; the Guest's completion of the reservation is deemed to constitute agreement.

The Guest has the possibility to save and edit these T&C using the standard functions of his browser or computer.

## **ARTICLE 19 SUBSIDIARIES AND OPERATING COMPANIES**

- The present GTC apply to all members of the ADAGIO Network, i.e.: ADAGIO SAS, Société par Actions Simplifiée [Simplified Joint Stock Company] with a capital of EUR 1,000. 000, head office: L'Artois - Espace Pont de Flandre, 11, rue de Cambrai - 75947 PARIS CEDEX 19 - 503 938 110 RCS PARIS - SIRET 503 938 110 00015 - APE 5520Z - Intra-Community VAT no. FR 84 503 938 110. financial guarantee: Schneider Securities Ltd - 4/4A BLOOMSBURY SQUARE - WC1A-2RP LONDON - UKRCP: RSA - 153, RUE SAINT HONORE - 75001 PARIS

- Subsidiaries,

- Principal, for the sites operated under the Aparthotel Adagio, Aparthotel Adagio access or Aparthotel Adagio Premium brands.

## **ARTICLE 20 INTELLECTUAL PROPERTY**

ADAGIO is and shall remain the sole owner of all intellectual property rights in the studies, drawings, models, prototypes, etc., executed with a view to providing services to the Guest.

The Guest therefore prohibits itself from any reproduction or exploitation of said studies, drawings, models, prototypes, etc. without the express prior written authorization of ADAGIO, which may be conditioned by a financial consideration.