

Terms and Conditions of Use

appartcity.com

Continuing to browse this Website constitutes unconditional acceptance of the following terms and conditions of use.

The currently published version of these terms and conditions is the only one applicable throughout the entire period of use of the Website until it is replaced by a new version. These Terms and Conditions of Use are supplemented by our Privacy Policy, accessible at the following address: <https://www.appartcity.com/fr/concept-experiences/rgpd>, as well as in all our residences, either by display or available for self-service in a dedicated binder.

Article 1 - Legal Information

1.1 Site (hereinafter referred to as "the Website" or "the Platform"): <https://www.appartcity.com>

1.2 Publisher (hereinafter referred to as "the Publisher"): APPART CITY, a simplified joint-stock company registered with the Montpellier Trade and Companies Register under number 490 176 120, with its registered office located at 125, rue Gilles Martinet, 34077 MONTPELLIER, France.

1.3 Publication Director: Mr. Vincent Compagnon, in his capacity as Chairman of the Management Board of SAS Appart'City.

1.4 Host (hereinafter referred to as "the Host"): ORANGE BUSINESS SERVICES, a public limited company with a board of directors, registered with the Bobigny Trade and Companies Register under number 345 039 416, with its registered office located at LA PLAINE SAINT-DENIS, 1 PLACE DES DROITS DE L'HOMME, 93200 SAINT-DENIS, France.

Article 2 – Access to the Website

Access to the Website is restricted to individuals who are at least 18 years of age. The Publisher reserves the right to request proof of age, particularly if you use online booking services.

Access to and use of the Website are strictly reserved for personal use. You agree not to use this Website or the information or data contained therein for commercial, political, or advertising purposes, or for any form of commercial solicitation, including the sending of unsolicited emails. More generally, you agree to use the Website in accordance with its intended purpose and not to attempt to impair its proper functioning.

The creation of a personal account on the Website requires the user to maintain the confidentiality of their login credentials.

Article 3 – Website Content

The primary purpose of the Platform is to enable the booking of accommodations and the management of such bookings. It is also intended to provide various information related to this purpose.

All trademarks, photographs, texts, comments, illustrations, animated or non-animated images, video sequences, sounds, and any computer applications that may be used to operate this Website, and more generally all elements reproduced or used on the Website, are protected by applicable intellectual property laws.

They are the exclusive property of the Publisher or its partners. Any reproduction, representation, use, or adaptation, in any form whatsoever, of all or part of these elements, including computer applications, without the prior written consent of the Publisher, is strictly prohibited. The Publisher's failure to initiate proceedings upon becoming aware of such unauthorized uses shall not constitute acceptance of such uses or a waiver of the right to pursue legal action.

With regard to online booking services, all information provided on this Website is valid exclusively for mainland France (including Corsica). For any booking intended for other destinations, you must request the necessary information via the Publisher's email address indicated below.

Article 4 – Website Management

For the proper management of the Website, the Publisher may at any time:

- Suspend, interrupt, or restrict access to all or part of the Website, or reserve access to the Website or certain sections thereof to a specific category of users;
- Remove any information that may disrupt its operation or contravene national or international laws, or generally accepted Internet usage standards;
- Suspend the Website in order to carry out updates.

Article 5 – Liability

The Publisher shall not be held liable in the event of any malfunction, breakdown, difficulty, or interruption in operation preventing access to the Website or any of its features.

The equipment you use to connect to the Website is under your sole responsibility. You must take all appropriate measures to protect your equipment and your own data, in particular from Internet-based viral attacks. You are solely responsible for the websites and data you access.

The Publisher shall not be held liable in the event of legal proceedings against you:

- As a result of your use of the Website or any service accessible via the Internet;
- As a result of your failure to comply with these Terms of Use.

The Publisher shall not be liable for any damage caused to you, third parties, and/or your equipment as a result of your connection to or use of the Website, and you waive any claim against the Publisher on that basis. If the Publisher becomes subject to amicable or judicial proceedings as a result of your use of the Website, it may seek indemnification from you for all damages, sums, judgments, and costs arising from such proceedings.

Article 6 – Hyperlinks

The creation of any hyperlinks to all or part of the Website is strictly prohibited without the prior written authorization of the Publisher, requested by email at the Publisher's address.

The Publisher is free to refuse such authorization without having to justify its decision in any way. Where authorization is granted, it is in all cases temporary and may be withdrawn at any time, without the Publisher being required to provide justification.

In all cases, any link must be removed upon simple request by the Publisher.

Any information accessible via links to other websites is not under the control of the Publisher, who disclaims all responsibility for their content.

Article 7 – Protection of Personal Data

APPART'CITY's Privacy Policy is available:

- On our Website at the following address: <https://www.appartcity.com/fr/concept-experiences/rgpd> ;
- In all our residences, either displayed on-site or made available in a dedicated binder.

Article 8 - Cookies

The Website may automatically collect standard information. All information collected indirectly will only be used to monitor the volume, type, and configuration of traffic using the Website, to develop its design and layout, for administrative and planning purposes, and more generally to improve the service we offer you.

We invite you to review our Cookie Policy available at <https://www.appartcity.com/fr/concept-experiences/cookies-vie-privee>.

Article 9 – Product Photographs and Representations

Photographs of products accompanying their descriptions are non-contractual and shall not bind the Publisher.

Article 10 – Dispute Resolution and Governing Law

In accordance with Ordinance No. 2015-1033 of August 20, 2015, and its implementing Decree No. 2015-1382 of October 30, 2015, any consumer dispute, subject to Article L.152-2 of the French Consumer Code, may be submitted to amicable resolution through mediation before the CMAP – Paris Mediation and Arbitration Center.

The mediator may not review disputes where the request is manifestly unfounded or abusive, has previously been examined or is currently being examined by another mediator or court, where the consumer submitted the request more than one year after their written complaint to APPART'CITY, where the dispute does not fall within the mediator's jurisdiction, or where the consumer cannot demonstrate having first attempted to resolve the dispute directly with APPART'CITY through a written complaint.

To submit your dispute to the mediator, you may: (i) complete the form on the CMAP website at www.cmap.fr under the section "You are: a consumer" (ii) send your request by regular or registered mail to CMAP Médiation Consommation, 39 Avenue Franklin D. Roosevelt, 75008 Paris, France; or (iii) send an email to consommation@cmap.fr.

Regardless of the method used to contact CMAP, your request must include the following information to be processed promptly:

- Your postal address, email address, and telephone number;
- The full name and address of the APPART'CITY residence where you stayed, a brief summary of the facts, and proof of prior steps taken with APPART'CITY.

These Terms of Use are governed by French law and subject to the jurisdiction of the courts of Montpellier (the city of the Publisher's registered office), subject to any specific jurisdiction granted by a particular statutory or regulatory provision.