

TERMS AND CONDITIONS OF SALE

1. Applicable legal system

Appart'City refers to the company Appart'City (Suisse) Sàrl, whose head office is located at 5 chemin de Mouille Galand, 1214 Vernier, Switzerland, hereinafter the operating company. To this end, it offers accommodation in furnished units.

These terms and conditions of sale apply to all bookings made with our accommodation providers (called 'aparthotels'), made up of furnished units offering temporary stays of a few days to a few months. These furnished accommodation units are by no means intended to be main residences or even second homes; as such, no-one may set up residence in them on either a continuous or interrupted basis. The Customer undertakes to have a main residence for the duration of his/her stay. No commercial, craft or professional activities may be carried out in the accommodation.

Booking a stay, regardless of the sales channel, implies prior acceptance of these terms and conditions of sale, which shall prevail over all other prior conditions and even any terms and conditions of purchase. The Customer acknowledges that he/she received a readable and understandable copy of these terms and conditions of sale prior to the booking.

He/she states that he/she was aware of and accepted these terms and conditions of sale prior to the booking and, if the sale was made online, ticked the box provided for this purpose before starting the booking procedure, as well as accepting the terms and conditions of use of the website 'www.appartcity.com'.

Unless proven otherwise, data recorded in Appart'City's IT system constitutes proof of all transactions concluded with the Customer. The Customer is hereby informed that his/her IP address is recorded at the time of booking.

It should be noted that photos shown on booking sites are not contractually binding.

Rules and regulations are available in all our residences, either on a notice board or in a folder with open access.

Any faults or damage must be reported on arrival; otherwise, the Customer is assumed to have taken possession of the accommodation unit, furniture and equipment in good condition.

2. Bookings

All bookings are personal and may not, under any circumstances, be transferred to a third party, whether free of charge or for payment.

Given the nature of the services provided, the booking made by the Customer does not benefit from any right of cancellation. The agreement is final from the time of booking and no cancellation option is provided for in these terms and conditions.

2.1 Standard bookings

A booking for an accommodation unit in an Appart'City residence is only valid following written confirmation of the reservation by Appart'City and prior acceptance of the terms and conditions of sale.

Furthermore, in order to be considered confirmed, the booking must be **guaranteed** by either:

- a credit card number (Visa, Eurocard/Mastercard and American Express are accepted except for Visa Electron, Maestro, and prepaid cards) valid for the duration of the stay, which may be extended, that can be debited by Appart'City, including to cover cancellation fees under the conditions and within the limits provided for in Article 3 of these terms and conditions of sale. See also Article 6 on the guarantee.

OR

- payment of a deposit by bank transfer for an amount equivalent to 1 night for a stay of 1-4 nights, or equivalent to 25% of the total cost of the stay (up to one month) for a stay of 5 nights or more.

Only the credit card holder can make the payment at the residence. The same card, as well as identity documents, must be shown before the keys are provided.

2.2 Non-cancellable, non-refundable, non-exchangeable, non-amendable bookings

Given the discounted rates, some bookings cannot be cancelled or exchanged, the date or number of people cannot be changed and refunds cannot be made. Consequently, the provisions of Article 3 do not apply.

Nor shall any refund be made in case of no-show.

Whatever the reasons for the cancellation or the date on which the booking is cancelled, a penalty equal to the total amount of the stay, including any additional services booked and billed, shall be deducted.

In case of non-cancellable, non-refundable, non-exchangeable, non-amendable bookings, full payment for the stay shall be made on confirmation of the booking. The booking shall therefore only be considered confirmed once total payment for the stay has been received in full.

The credit card used to make the booking, as well as identity documents, must be shown on arrival before the keys are provided.

3. Cancellation or amendment of bookings

3.1 Before arrival

3.1.1 Terms for full cancellation

- Stay of 1-4 nights: Free of charge up to midday (GMT+1) on the day of arrival. After this time, an amount equivalent to one night shall be payable;
- Stay of 5-27 nights: Free of charge up to midday (GMT+1) 2 days before the day of arrival. After this time, 25% of the total amount of the stay shall be charged;
- Stay of 28 nights or more: Free of charge up to midday (GMT+1) 15 days before the day of arrival. After this time, 25% of the total amount of the stay shall be charged (up to one month).

These terms apply only to the bookings referred to in 2.1.

3.1.2 Terms for partial cancellation

Partial cancellation is considered as any change to the length of stay, date, type of accommodation, number of occupants or place of stay originally booked and confirmed.

- Stay of 1-4 nights: Free of charge up to midday (GMT+1) on the day of arrival. After this time, an amount equivalent to one night shall be charged;
- Stay of 5-27 nights: Free of charge up to midday (GMT+1) 2 days before the day of arrival. After this time, 25% of the amount of the unused stay shall be charged;
- Stay of 28 nights or more: Free of charge up to midday (GMT+1) 15 days before the day of arrival. After this time, 25% of the amount of the unused stay shall be charged (up to one month).

These terms apply only to the bookings referred to in 2.1.

In order to be considered, notification of all cancellations (partial or total) must be sent:

- to Appart'City when the booking was made directly with Appart'City, either by email to the residence or through the My Account section of the online booking system if the booking was made through this channel ('www.appartcity.com');
- to the service provider used when booking the accommodation unit.

3.2 During the stay:

3.2.1 Early departure

For stays of 4 nights or less, early departure is free of charge if notified before midday.

For stays of more than 4 nights, the following penalties shall be applied:

- early departure is free of charge if it is notified at least 28 days before the date of departure;
- if the departure is notified fewer than 7 days before the actual date of departure, 30% of the remaining amount shall be charged;
- if the departure is notified between 7 and 27 days before the actual date of departure, 25% of the remaining amount shall be charged.

Given the sliding scale of rates, Customers who wish to reduce the length of their stay should bear in mind that the price they benefited from may be increased from the first night.

3.2.2 Extension:

As of the date of notification of the extension request, the rate for the additional nights will be updated on the basis of the rate in effect on that date. It is specified that this update will not be retroactive. This extension does not require staying in the same accommodation unit and is subject to availability for the total length of stay. If your stay exceeds 28 nights, a hotel agreement shall be signed pursuant to Article 4.2.

4. **Arrival**

The accommodation units are available from 3pm (local time). Early arrival is possible subject to availability and for an additional charge.

4.1 Arrival procedure for all stays

For all stays and as a guarantee, a credit card number (valid for the duration of the stay) must be provided on the day of arrival, before the keys are provided. The Customer must also show the credit card used for the booking as well as an original copy of his/her proof of identity. Payment for the accommodation shall be made in full **on the day of arrival**, before the keys are provided.

On arrival, the Customer may be asked to pay 300 CHF as a guarantee to cover any property damage or other problems caused during the stay in accordance with Article 4.3.1 with the exception of the amount (see terms and conditions of the residence).

Pursuant to the law on restaurants, bars and accommodation of 17 December 1987 (LRDBH) and its implementing regulation, all customers will be asked on arrival to show a **valid identity document** and fill in a hotel form for the cantonal police, which may already have been partially completed by Appart'City. This form must be kept for 5 years.

Refusal to complete or sign this form is considered legitimate grounds for refusal of sale.

4.2 Stay of 28 nights or more

4.2.1 Security deposit

A security deposit shall be required for all stays of 28 nights or more, before the keys are provided. This security deposit shall be collected on arrival with the price of the first month and may be made by credit card imprint or bank transfer.

The amount of the security deposit is equal to a stay of 1 month with no additional charges. After the departure, the restitution, if it is due, will be made as soon as possible. This security deposit may be used as payment for unpaid stays and charges, in case of intentional or accidental damage, for cleaning charges, to replace items noted as missing at the time of the Customer's departure and, more generally, for the proper performance of the accommodation agreement. The relevant amount shall be debited from the credit card. See Article 6 on the guarantee.

The guarantee may also be used by Appart'City in case of cancellation fees, full or partial non-payment of amounts owed to the operating company for the provision of accommodation and/or optional services, the cost of any repairs in the accommodation or communal areas or theft in the residence.

4.2.2 Hotel agreement

For all stays of 28 nights or more, an additional hotel agreement shall be entered into between the residence and the Customer at the time of arrival. The Customer must provide the documents referred to below; otherwise, the stay may not go ahead.

4.2.3 Documents to be submitted

- Original copy of valid identity card or passport;
- 3 most recent payslips;
- Current proof of address.

4.2.4 Inventory

An inventory shall be drawn up between Appart'City and the Customer on arrival and departure from the accommodation unit.

5. **Staying in our residences - Departure**

5.1 Occupation

Since accommodation is booked for a set number of people, any change in the number of occupants shall be considered as a partial cancellation, giving rise to the application of the provisions relating to amendments to bookings provided for in Article 3.1.2 and the associated penalties.

The accommodation is free for children under two (2) staying in their parents' accommodation unit. It should be mentioned at the time of booking that cots and baby kits are provided free of charge subject to availability (see terms and conditions of the residence). Breakfast is free for children under 6 with paying adults.

5.2 Rules and regulations

The Customer undertakes to follow the rules and regulations given in the room directory of each accommodation unit, which lists all services and prices.

Appart'City reserves the right to enter the accommodation to carry out cleaning services, as well as to inspect the condition and security of the accommodation.

In case of failure by the Customer to fulfil his/her obligations under these terms and conditions, as well as the rules and regulations of the residence, Appart'City reserves the right to terminate the Customer's stay.

5.3 Pets

Only dogs and cats weighing less than 30 kg are allowed in Aparthotels (without exceeding one pet per apartment). Category 1 and 2 dogs (and assimilated taking into account their morphological characteristics) classified as dangerous are prohibited throughout our residences. Pets that are allowed shall not interfere with the safety and tranquillity of other persons on site and are not allowed to roam freely throughout the residences. They are not allowed near swimming pools, meeting, fitness or breakfast rooms. In any event, pets shall remain under the full responsibility of their owner. A daily fixed rate must be paid and will be collected on site.

5.4 Transfer

If an exceptional occurrence makes it impossible for the Customer to take up residence in the accommodation, Appart'City may either offer a transfer, for all or part of the booked stay, to another residence providing similar services, with any additional costs relating to the transfer being paid by Appart'City, or refund any amounts already paid.

5.5 Appropriate use

The accommodation is provided in good condition, and the Customer undertakes to return it as such at the end of the stay. He/she shall use the rented accommodation and facilities peacefully and reasonably. The Customer must report any faults or damaged items as soon as he/she arrives at the accommodation (or as soon as reception opens in case of late arrival).

5.6 Departure

The accommodation units must be vacated no later than 11am (local time). Late departure is possible subject to availability and for an additional charge.

Appart'City shall carry out a cleanliness inspection, it being specified that the kitchenette must in all cases be cleaned by the Customer.

Consequently, any lack of cleanliness, missing items or damage to property or goods shall be billed after departure.

5.7 Loss and damage

Any damage and/or non-return of equipment will be charged to the client who will bear the cost of repairing or replacing the equipment (in particular : keys, magnetic card).

6. **Prices - Payment terms - Reimbursement**

6.1 Rates

Prices are flexible and vary according to different criteria and the personalisation of services, including the date of the booking, the start date of the stay, its length, the type of accommodation unit and additional services (breakfast, laundry, car park, etc.).

Prices are listed and payable in Swiss francs. They are understood to include VAT and to be per unit per night for the dates and length of stay chosen.

The price of the stay includes water and electricity.

Tourist taxes and optional services are not included in the rate.

In addition to the accommodation, various services are provided such as breakfast and dry cleaning. These services shall be billed in addition to the price of the stay, according to current rates on the day of the order. Payment shall be made in cash at the time of ordering the service.

Appart'City may change its rates at any time. In case of new laws or regulations that may result in a price change, such as changes to the VAT rate or the introduction of a new tax, these changes shall be reflected in the prices listed on the billing date.

In case of deferred payment granted to a company under a business agreement, non-payment of the invoice within the agreed time frame shall result in a fixed sum of 50 Swiss francs being charged to cover internal recovery costs in addition to late penalties.

6.2 HARDSHIP - Unforeseen

In accordance with the Unidroit principles and, where applicable, Article 1195 of the Civil Code, if events have made performance more onerous than could reasonably have been foreseen at the time of conclusion of the contract, the parties are obliged, within a reasonable time after invoking this clause, to negotiate other contractual terms which reasonably take account of the consequences of the event, provided that the party invoking this clause proves :

1/ that the continued performance of its contractual obligations has become unduly onerous as a result of an event beyond its reasonable control which could not reasonably be expected to have been taken into account at the time the contract was concluded; and

2/ it could not reasonably have avoided or overcome the event or its consequences.

Where this clause applies, but the other party to the contract does not accept other contractual terms which would reasonably enable it to deal with the consequences of the event, the party invoking this clause is entitled to termination of the contract

6.3 Payment terms

Accepted payment methods include valid credit cards (Visa, Eurocard/Mastercard and American Express except for Visa Electron, Maestro, and prepaid cards), bank transfer, cash (up to the regulatory limit), some travellers cheques and gift vouchers (information available from the residence). Bank and postal cheques are not accepted. Payment for the accommodation shall be made in full on the day of arrival, before the keys are provided.

For those staying for more than one calendar month, payment for the first calendar month shall be made on arrival. If the Customer arrives after the 20th of the month, the first payment shall cover the end of the current month and the following calendar month. Other payments shall be made before the 5th of each calendar month, for the current month.

Deposits paid at the time of booking (see 2.1) shall be deducted from the amount of the stay.

6.4 Guarantee

At the time of booking, you will be asked for a credit card number valid for the duration of the stay and at least 15 days after the date of departure in order to guarantee your stay. Cancellation or 'no-show' fees and compensation may be debited from this card.

This guarantee may be used by Appart'City in case of non-payment by the Customer of amounts still owed for the stay, including additional services but also any damage caused to the apartment or the residence in general. The credit card given as a guarantee may be debited after departure up to the amount of the estimate for repairs to the accommodation. If no damage is found, the security deposit shall be refunded in the month following the Customer's departure.

6.5 Reimbursement

Any refund shall be made in the same means that the related initial payment or any other appropriate means when necessary. Payments made by travelers cheques and gift vouchers shall only be refunded by a credit note with a limited period of validity.

7. Minors

Accommodation units in Appart'City residences cannot accommodate minors under the age of 18 who are not accompanied by their legal guardians. Consequently, Appart'City reserves the right to refuse access to an accommodation unit that was booked in disregard of this rule. A booking or stay may be cancelled immediately if Appart'City discovers that the accommodation unit is intended to be occupied by unaccompanied minors. Under the same terms, Appart'City may end an ongoing stay at any time if it discovers that the accommodation unit is in fact occupied by a minor under the age of 18 who is not accompanied by his/her legal guardians.

8. Insurance - Liability

Appart'City specifies that whatever the length of stay, it cannot be held liable for:

- damage suffered by vehicles parked in outdoor or underground car parks;
- damage suffered by third parties;
- theft, damage or disappearance of personal effects in the accommodation units, including in personal safes, communal areas, car parks and all other annexes and outbuildings.

When pets are permitted (this information can be obtained from the residence), their owners are fully liable for damage that may be caused to goods or persons. As such, on arrival they must show their insurance certificate, up-to-date vaccination record and, if applicable, licence.

You must take certain precautions to avoid any inconvenience, in particular ensuring that windows are shut properly. The front door must be locked and you must check, after using the key or swipe card, that it does not open.

9. Data protection

Appart'City's privacy policy is available:

- on our website at the following address: <https://www.appartcity.com/fr/qpd.html>;
- in our residences, either via a notice board or folder with open access.

10. Internet access

The Internet connection is for reasonable personal and non-commercial use only, in accordance with current legislation and intellectual and artistic property rights. Users are responsible for using the service appropriately and undertake to guarantee Appart'City against any action or claim filed by a third party as a result of its actions, including on the Internet. Access to the service is restricted to natural persons of legal age, who are up to date with their financial obligations to Appart'City, and have a device with a Wi-Fi and/or Ethernet cable connection. Appart'City assumes no liability in case of malfunction of the user's device or its incompatibility with the Internet access service.

The Internet access offered must in no way be used for the purposes of copying, using, making available or disclosing to the public works of art or objects protected by copyright or similar rights, such as texts, images, photographs, music, audiovisual works, software and video games, without the permission of the holders of the rights provided for in Volumes I and II of the French Literary, Artistic and Industrial Property Code.

Downloading illegal files (for example, child pornography) or illegally sharing files protected by copyright are criminal offences. Any occurrence may be reported to the authorities.

11. Settlement of disputes - Complaints

Our residence staff are available to address any issues encountered during your stay. If, however, you wish to make a complaint, you can either send an email to the address relationsclients@appartcity.com or send a registered letter with acknowledgement of receipt for the attention of Customer Services to the address of the company's head office at 5 Chemin de Mouille-Galand, 1214 Vernier.

Your request must contain enough information to enable it to be processed quickly, such as your address, email and phone number as well as the full name and address of the Appart'City residence you stayed at and a brief statement of the facts.

If, unfortunately, an amicable resolution cannot be found, the courts of the city of Geneva, Switzerland have sole jurisdiction over any disputes in relation to these terms and conditions of sale.

12. Intellectual property

Appart'City shall remain the owner of all intellectual property rights over studies, designs, models, prototypes, etc. created in order to provide services to the Customer.

Therefore, the Customer may not copy or use these studies, designs, models, prototypes, etc. without the express prior written consent of Appart'City, which may make it conditional on a financial contribution.

13. **Appart'City Group**

The Swiss subsidiary Appart'City is part of the Appart City Group. The parent company is a simplified joint-stock company under French law whose head office is located at 125 rue Gilles Martinet in Montpellier (34070) in France, registered in the Trade and Companies Register of Montpellier under the number 490 176 120. As such, the parent company has the right to support its subsidiary in its development, including allowing it to benefit from its entire marketing network.