

RENTAL TERMS AND CONDITIONS

1. Applicable legislation

APPARTCITY is a brand of SAS APPARTCITY, a simplified joint stock company registered with the Trade and Companies Register of Montpellier under number 490 176 120 and whose head office is located at 125, Rue Gilles Martinet 34077 MONTPELLIER. (Hereinafter referred to as The Operating Company). The terms and conditions herein are a part of the accommodation agreement concluded and are subject to the regulations for 'Residence with services' or 'Tourism Residences', depending on the premises referred to. The accommodation is provided in residences offering furnished apartments, with the purpose of temporary or incidental accommodation ranging from a few days to a few months. These apartments cannot constitute either main or secondary residences. It is thus forbidden to establish permanent residence in either a continuous or discontinuous basis. It is forbidden to carry out any kind of commercial, craft or professional activity. Accordingly, the agreement is subject to the provisions of the French Civil Code and to the terms and conditions set forth in this agreement and in the accommodation agreement concluded between the parties. The agreement herein cannot be considered to be a hotel contract, insofar as the services that are specific to such a contract not offered: the supplementary services proposed are not included in the price and are only offered as options.

Guests must comply with the maximum number of guests authorized, according to the category of accommodation.

Reservation of a stay implies acceptance of the terms and conditions herein. These terms and conditions prevail over any prior terms and conditions and over terms and conditions of purchase, if any.

2. Conditions of reservation

2.1 Normal Reservation

Reservation of an apartment in an APPART CITY residence is only deemed valid upon the acceptance of the reservation on behalf of the Operating Company. Confirmation of the reservation lies solely on the discretion of The Operating Company.

In addition, the confirmation of the reservation requires, as guarantee:

- The provision of a credit card number, valid for the duration of the stay. The card can be charged by the Operating Company to cover cancellation fees, subject to the conditions and limitations set forth in articles 3 and 4 herein.
- A prepayment, via bank transfer or cash, within the limits established by legislation, of an amount equivalent to 1 night in the case of a stay ranging from 2 to 3 days. This prepayment amounts to 25% of the total rent (up to a limit of 1 month) for stays of 4 days or longer.

Only the owner of the credit card can pay for the service. The very same card, as well as identity documents, must be produced prior to receiving the keys.

The deposit can be used by The Operating Company to cover cancellation fees.

For all stays, an accommodation agreement will be entered between the residence and the guest upon the latter's arrival. It is mandatory for the guest to produce the documents mentioned in Article 10 herein. The accommodation agreement contract cannot be concluded in the absence of such documents.

2.2 NANR Reservation : Non-cancellable, non-refundable, non-exchangeable/modifiable

No cancellation, exchange or modification of date or person, and no refund is possible in the case of a NANR reservation.
No refund is possible in case of no-show.

Irrespective of the reason, APPART CITY will retain the total amount due for the stay.

In case a reservation under NANR conditions, a full prepayment for the stay is necessary for the confirmation of the reservation. The reservation is therefore not guaranteed until full and effective payment for the stay is received.

Articles 3, 4 and 9 a) are not applicable to this type of reservation.

2.3 NANR Group reservation

Definition of a group: The reservation must be made in the context of a professional activity, by a single entity, for a minimum of 10 people, for the same period.
No cancellation or refund is possible for a Group NANR reservation.

No refund is possible in case of no-show.

Irrespective of the reasons, APPART CITY will retain the total amount due for the stay.

In case of a reservation under NANR conditions (Non-cancellable, non-refundable, non-exchangeable/modifiable) a full prepayment for the stay is necessary to confirm the reservation. The reservation will therefore only be guaranteed once full, effective payment has been made for the stay and a signed and dated copy of this document as well as a duly completed and signed copy of the document entitled "company guarantee", have been received by APPARTCITY.

Articles 3, 4 and 9a) are not applicable to this type of reservation.

2.4 LEISURE GROUP Reservation

Definition of a Leisure Group: The reservation must be made in the context of a professional or associative activity, by a single entity, for a minimum of 10 people, for the same period.

The reservation will only be confirmed when the down payment is made. This amounts to 25% of the full price of the stay. A down payment of 50% is required for reservations made fewer than 45 days before the arrival date. The reception of the agreement herein, dated and signed, and the reception the document entitled "company guarantee" are also necessary for the confirmation of the reservation.

For all reservations, checkout is at 11 a.m. Checkouts later than this time will be charged at the rate of the previous night.

3. **Conditions for full cancellation before arrival**

- Stay from 1 to 3 nights : No charge up to the arrival date at noon (GMT+1). After this, a night will be charged.
- Stay from 4 to 14 nights: No charge up to 2 days prior to the arrival date at noon (GMT+1). After this 25% of the total amount of the stay will be charged.
- Stay from 15 to 27 nights : No charge up to 15 days prior the arrival date at noon, (GMT+1). After this, 25% of the total amount of the stay will be charged (within the limit of 1 month).

These conditions are applicable solely to the reservations described in 2.1

For the LEISURE GROUP reservations described in 2.4, the conditions are as follows:

- Possible cancellation with no charge up to 45 days before arrival
- 50% of the total amount of the stay booked will be charged in the cancellation takes place between 44 and 30 days before arrival.
- 75% of the total amount of the stay booked will be charged if the cancellation takes place between 29 and 11 days before arrival.
- 100% of the total amount of the stay booked will be charged if the cancellation takes place between 10 days and the day of arrival.

In any case, a no-show, in absence of cancellation, will be processed according to the aforementioned cancellation rules.

4. **Conditions for partial cancellation prior to arrival**

4.1 Normal reservations described in 2.1

A partial cancellation is a modification to the total duration of the stay, date, type of accommodation or place of stay initially booked and confirmed.

- Stay from 1 to 3 nights: No charge up to the arrival date at noon (GMT+1). After this, 50% of the unused rental amount will be charged
- Stay from 4 to 14 nights: No charge up to 2 days before arrival date at noon (GMT+1) After this, 25% of the of the unused rental amount will be charged
- Stay from 15 to 27 nights: No charge up to 7 days before arrival date at noon (GMT+1) After this, 25% of the of the unused rental amount will be charged
- Stay of 28 nights or more: No charge up to 15 days before arrival date at noon (GMT+1) After this, 25% of the of the unused rental amount will be charged (within the limit of one month) These conditions are applicable solely to the reservations described in 2.1

4.2 For LEISURE GROUPS reservations described in 2.4

For partial cancellation is understood any modification of the duration of the stay, type of accommodation or place of stay originally booked and confirmed.

- Cancellation with no charge up to 45 days before arrival
- In case of partial cancellation of the reservation received between 44 and 30 days before arrival, AppartCity reserves the right to charge a cancellation fee of 50% of the amount of the cancelled reservation.
- In case of partial cancellation of the reservation received between 29 and 11 days before arrival, AppartCity reserves the right to charge a cancellation fee of 75% of the amount of the cancelled reservation.

The rooming list must be communicated to the residence 10 days before the arrival date and will serve as the minimum base for billing.

5. **Late Arrivals**

In case of arrival outside the opening hours, the amount indicated in the terms and conditions of reservation will be charged the day of arrival.

6. **Security deposit**

A security deposit is required for stays longer than 27 nights, payable upon arrival, and prior to the reception of the keys. This security deposit will be cashed for stays longer than 90 days and can be paid by credit card, bank transfer or cash, depending on the amount.

For stays from 28 to 89 nights, the security deposit will not be cashed and only credit card information will be accepted. Cash will not be accepted.

Exceptionally, for so called long term accommodation contracts, the security deposit is due upon arrival, with the first month of rent.

The security deposit is equivalent to 1 month of rent, excluding charges.

For all stays shorter than 28 days a credit card number (valid for the length of the stay) must be provided as security deposit. This operation will be made upon arrival and prior to the reception of the keys.

This security deposit can be used as payment in case of unpaid rent or charges, voluntary or involuntary damages, cleaning expenses, replacement of missing objects detected at checkout, and more generally, to ensure the good performance of the accommodation agreement.

The deposit can also be used by The Operating Company to cover cancellation fees, partial or total nonpayment of amounts owed to The Operating Company for the provision of accommodation or supplementary services, as well as to cover reparations of the premises and common areas, or in the case of theft in the residence.

Exceptionally, for NANR Group reservations and LEISURE GROUP reservations (2.3 and 2.4) no security deposit will be required. However, the entity making the reservation undertakes to pay, upon request and presentation of an invoice, for damages or missing objects, equipment or furniture, as well as damages to the facilities, missing keys, and the inoccupation of the premises resulting from the damages incurred

7. **Obligations of the guest**

The accommodation provided in good condition, and the guest undertakes to leave it in the same condition at the end of the stay. The guest shall make of use the apartment peacefully and in a reasonable manner, according to the articles 1728 and 1729 of the French Civil Code. An inventory is available in every apartment. The guest must verify its accuracy, quality, and must inform the reception, upon arrival (or at the opening of the reception in case of a late arrival) any anomaly and any missing or damaged objects. For any stays superior to 28 days, an inventory will be made between AppartCity and the guest upon entrance and upon departure.

The signature of a contract for the apartment is mandatory irrespective to the duration of the stay.

The inventory and the cleanliness will be verified by APPARTCITY. Any missing object or damage to furniture and premises will be charged.

The guest undertakes to respect the internal rules displayed and made available in every residence.

The Operating Company reserves the right to enter the rooms and carry out cleaning services and verify the conditions and safety of the premises.

Shall the guest fail to respect the obligations described in the agreement herein and those established in the internal rules of the residency, the Operating Company reserves the right to terminate the guest's stay.

For NANR Group Reservations and LEISURE GROUP reservations (2.3 and 2.4) the fees for cleaning services, for premises not delivered back in a condition comparable to that upon the date of arrival, amount to:

- T1 and T1 bis: 29€ Incl. tax.
- T2 and T3: 49 € Incl. tax.

8. Prix et Modalités de paiement

Prices are indicated and payable in euros. They comprise VAT tax, per apartment and per night for the dates and duration of the stay. The rent includes water, and for stays shorter than 28 days, electricity. For stays of 28 days or longer electricity is charged additionally to the rent. Tourist Tax and additional services are not included in the rent.

The form of payment accepted are credit cards (Visa, MasterCard, American Express,) bank transfers and cash (within the limits permitted by law), holiday or gift vouchers (chèque vacances and chèques cadeau) Cheques are not accepted.

Payment for the accommodation is due, in whole, upon arrival, before reception of the keys.

For stays longer than a calendar month, rent payment for the first calendar month is due upon arrival. In the case of the arrival taking place later than the 20th of the month, the first payment must cover the remaining days of the ongoing month, as well as the next calendar month. The other rent payments are due before the 5th of each calendar month, for the ongoing month.

Any deposit paid at the time of reservation shall be offset against the amount of the first rent and, if necessary, against the amount of the second rent.

For company billing, an account must be opened, after validation by the finance department, with a document establishing guarantee, prior to the occupation of the premises.

Additionally, various services, such as breakfast, washing of personal laundry, supply of household linen (sheets, towels) and cleaning of the apartment are also available. These services will be charged in addition to rent, according to the ongoing rates. Payment will be made in cash when the service is ordered.

For NANR and Group NANR reservation, the full amount of the stay must be paid the moment the reservation is made.

For reservations of the LEISURE GROUPS, the balance of the rent is due before the 10th day of the stay.

9. Modification of reservation during the stay

a) Early departure :

For stays shorter than 4 nights, there are no cancellation fees for departures communicated before noon.

For stays of 4 nights or more.

- No cancellation fees if the departure is communicated at least 28 days before the day of departure.
- Charge of 30% of the remaining rent if the departure is notified fewer than 7 days before the actual date of departure.
- Charge of 25% of the remaining rent if the departure is notified between 7 and 14 days before the actual date of departure.
- Charge of 15% of the remaining rent if the departure is notified between 15 and 17 days before the actual date of departure.

Cancellation fees cannot exceed one month of rent.

b) Extension :

Starting on the notification date, the price for the nights due will be updated according to the price scheme of the entire final stay. Extensions do not imply an obligation to maintain the same apartment, and depend on availability of the global duration of the stay.

10. Documents required for reservation :

For any reservation equal of 4 nights or longer: Valid ID or passport.

For any stay of 28 days or longer

- ID or passport
- 3 most recent payslips,
- 3 most recent receipts for rent paid or property tax notice, (avis d'imposition de taxe foncière)

11. Insurance, Liability

AppartCity specifies that irrespective of the duration of the stay, our insurance does not cover:

- Damages to vehicles parked in outdoor or underground parking spaces.
- Damages suffered by third parties
- Theft or damage to personal property in the apartment, including the safe boxes, the common areas, parking spaces and any other facilities annexed to the residence.
- Pet Insurance.

The Operating Company may not be held liable for any of these reasons. The accommodation agreement herein is subject to the regulation for residences with services or tourist residences. The provisions of articles 1952 and the following within the Civil Code, relative to hotels, are not applicable.

12. Data Protection Legislation

The information obtained through your rental are processed with information technologies, with administrative and commercial purposes on behalf of AppartCity and its subsidiaries. This information is necessary to process your request. According to the French Data Protection Act of 6 January 1978, modified in 2004, you have the right to access and correct any information concerning yourself. You can exercise this right at cnil@appartcity.com. You may also, for legitimate reasons, object to the processing of your personal data. It is possible that you receive marketing information of behalf of AppartCity, for products similar to those described in this agreement, as well as general information on behalf of AppartCity or its subsidiaries, relative to the investment in rental properties in apartment buildings with services.

You may object, at no charge, to the use of your data for commercial purposes. Specifically, you may unsubscribe from our marketing mailing lists at any time by clicking on the unsubscribe button located at the top and at the bottom of every e-mail.

13 Internet Access

The internet connection is made available for personal, non-commercial, and reasonable use, in accordance with the legislation and artistic and intellectual property. The user is responsible for the appropriate use of the service and undertakes to guarantee AppartCity against any action initiated by a third party as a consequence of their actions, especially related to internet access. The access to the service is reserved to adults, up-to-date on their financial obligations to AppartCity, and equipped with a Wi-Fi or Ethernet connection. AppartCity declines all responsibility in case of non-functioning of the user's equipment of incompatibility with the internet service.

The internet access available must not, under any circumstances, be used to reproduce, display or perform, make available or communicate to the public works or objects protected by property or related rights, such as texts, images, photographs, musical works, audiovisual works, software or video games, without the authorization of the right holders specified in Book I and II of the French Intellectual Property Code.

Illegal downloading is a criminal offense punishable with 3 years of prison and a fine of 300,000€ for individuals. This fine is multiplied by 5 in the case of corporate entities.

**The apartments are available at 3:00 p.m.
and must be vacated before 11:00 a.m.
Early arrivals or late departures are possible, for an additional fee, and are subject to availability.**

Name, Last Name, capacity of the person in charge
Signature, preceded by "Approved"

Drawn up in

Date.....