

## Terms and Conditions of Use

### Definitions

AKENA Technologies (hereinafter referred to as "the Company") offers a range of services enabling internet users to view, create and publish holiday rental property advertisements (hereinafter referred to as "the Services").

These Services are provided through several internet websites, (hereinafter referred to as "the Sites"), referred to collectively under the trade name, "MediaVacationRentals". The list of these websites is published on the website: <http://www.mediavacationrentals.com>

Information on legal provisions governing the Company can be found on the page « About Us», section: « Legal information ».

### Use of the Services

Access to the Services is governed by the terms set forth below and is restricted solely to private individuals who own one or several properties (hereinafter referred to as "the User"). Professionals are expressly excluded.

If a potential User has any doubt as to their status, they should contact the Company by using the "Contact" page on the Sites before registration.

### Registration and User details

In order to use the Services, the User must register and submit his or her personal details. The user account registration form must be filled in completely and the User agrees to only submit information which is true and accurate.

The information submitted by the User during the registration process is published with their advertisement(s) and is visible to all Internet users who view the said advertisement(s).

### Publication of advertisements

Holiday rental advertisements shall be published on MediaVacationRentals Network websites for the duration of their validity.

The User acknowledges and accepts that the Company alone shall have the power of decision in matters concerning:

- the layout of the information contained in the holiday rental advertisements;
- the actual information published;
- the content of the MediaVacationRentals Network websites;
- any advertising or Internet links displayed on the Sites;
- the order in which holiday rental advertisements are published;
- any information given to our users in the event of a quality control procedure.
- and also, more generally, the conditions in which the advertisements are published.

The User also acknowledges that the conditions of publication may be modified by the Company without prior notice and without incurring its liability.

### **Publication on third-party websites**

The Company hereby informs the User that it reserves the right to publish content on third-party websites in order to improve the quality of the Service, without prior notice or consultation.

The Company is committed to its privacy policy and will not disclose confidential User information, in particular their email addresses.

Publication on third-party websites is a free and additional service that cannot be used as grounds for any form of claim by the User. The User expressly acknowledges that publication of their advertisements on third-party websites is not guaranteed and that the Company has only limited and partial control of such publications.

### **Rates**

Rates are set out in the "Prices and payment" section and are subject to change without prior notice.

Payment for services shall be made by the methods given on the "Rates and payment" page on the MediaVacationRentals Network websites.

The rates shown are for the publication of an advertisement on MediaVacationRentals Network websites for a length of time established by the Company (generally one year), which cannot be changed by the User.

No refunds, either full or partial, shall be issued for any reason whatsoever.

The User will be informed by email when an advertisement is about to expire. The User can re-subscribe if they so wish and the new subscription will extend the current subscription by one year.

The User may, without justification, exercise their right of withdrawal at any time within 7 days of the date of creation of the advertisement, provided the advertisement has not yet been published. To exercise their right, the User shall inform the Company of their decision by email, using the Contact page in the owner section.

The Company reserves the right to initiate legal proceedings against any User who contests payment without good reason.

### **The Company's obligations**

The Company shall:

Publish the User's advertisements on the MediaVacationRentals Network websites, unless unable to do so due to force majeure or to an event beyond its control;

- Implement measures aimed at increasing the number of visits to MediaVacationRentals Network websites and improving the commercial impact of the published advertisements;
- Provide Users with a support service, mainly through an online Help section, email support and a telephone hotline for new users;
- Provide additional functions to facilitate User operations (discussion forum, mobile website, etc.).
- Provide a secure interface that enables Users to take full advantage of the functions offered by the Services and to manage their advertisements and reservations.
- Implement measures aimed at generally improving the Network websites and the quality of the service provided;
- Not disclose the User's personal contact details to any third party.

### **User's obligations**

The User shall:

- Only advertise one property to rent per advertisement;

- Submit complete, accurate and true information and keep this information updated;
- Check that the availability calendar and the corresponding price rates are exact and updated.
- Accurately describe the property(ies) made available for rent, including any permanent or temporary inconveniences;
- Manage the rental property in good faith, respect the legislative and regulatory framework and good practices in the holiday rental property sector;
- Reply to enquiries made by potential rental customers as quickly as possible or, alternatively, use the "Automatic negative reply" function.
- Reply to the Customer Service department as soon as possible
- Comply in full with all applicable regulations concerning the declaration or authorisation of the rental property with the local authorities and administrative entities concerned in the area where the rental property is located.

By accepting the present terms and conditions, the User hereby certifies that he/she is fully informed of the facts and has respected the above-mentioned obligations.

In addition,

- The User agrees to receive cookies as well as the emails regularly sent by the Company to inform Users of improvements to the Service.
- The User also gives the Company the right to use and highlight the said User's advertisement and content for the purpose of promoting the Services, MediaVacationRentals Network websites and/or the Company.
- The Company hereby informs the User that it has introduced various procedures and tools to protect the interests of the User on the Sites (owners and potential rental customers). The User agrees to provide proof relating to any property made available for rent or the identity of the owner upon request by the Company.

### **Deletion, modification and non-renewal by the Company**

The Company hereby informs the User that the performance of the Services depends on the reliability of the information published on the Sites and good management of the holiday rental property by the User. The Company reserves the right, after examination of the elements at its disposal, and after discussion with the User (i), to edit or delete advertisements or user accounts without prior notice and without refund, or

(ii) not to renew User advertisements or user accounts on the expiry of their validity period, in the following cases:

- Advertisements or user accounts whose content is found to be incomplete, illegal, fictitious, fraudulent or inconsistent with reality;
- A false review of the rental property published by the User or a relative/friend;
- A User who has deceived or has sought to deceive holiday rental property customers or potential holiday rental customers with regard to the nature of the property made available for rent;
- Inconveniences not mentioned in an advertisement: e.g., general conditions of hygiene and sanitation: (noise; mould; bad smells; poorly maintained wall coverings; non-exclusive use of the property and its outbuildings and grounds; defective gates, doors and windows; water or gas leaks; defective furniture, heating or defective air-conditioning; household appliances, plumbing and sanitary installations that are do not work; persistent pet hair/fur in unacceptable quantities, etc.).
- Abuse or misuse of the Services offered;
- Holiday rental accommodation which does not conform to the regulations in force, poses a threat to occupants' safety, or fails to provide a minimum level of comfort;
- Rental conditions which do not conform to the regulations in force, or negligence that causes prejudice to the holiday rental customers.
- Professionals or anyone receiving commission for renting;
- Deliberate and/or continual non-respect of the terms and conditions under "User's obligations," following which, the User has no grounds to claim compensation or damages.

The Company also informs the User that the Company may apply a 'Quality Information' proviso to inform holiday rental customers about a specific point. The Company may also refuse to renew or may unilaterally terminate a contract if advertisements created by the User are judged to be deceptive to holiday rental customers on a regular basis.

### **Special Vouchers**

Some users may be eligible for "Special Vouchers" which are a form of partial or full discount given to the User in the event of the purchase of specific services. These vouchers are subject to strict conditions of use and validity. They are only usable on the MediaVacationRentals Network websites and have no printed support. The Company hereby informs the User that these vouchers cannot be refunded under any circumstances and that the cancellation of the aforementioned purchase will result in the cancellation of

the advantages arising from the use of the special voucher.

### **Security and reliability**

The User hereby acknowledges and accepts that, notwithstanding the measures adopted by the Company, the specific nature of the Internet network is such that it is impossible to provide an absolute guarantee as to the continuity of the Services, response times and security of data transmissions.

The User acknowledges and accepts that the proposed Services may be interrupted for maintenance purposes, or in the case of force majeure or events beyond the Company's control or scope of responsibility.

The Company may not be held liable in the event of malicious access to or use of the User's web pages, the MediaVacationRentals Network, the Company's servers, or those of one of its technical service providers.

The User also acknowledges and accepts that the Services may contain errors of a technical or editorial nature, which could lead to a loss of performance.

### **Access and passwords**

After opening their user account, the User alone shall be responsible for the safeguard of user names and passwords they receive and for taking whatever precautions may be necessary to ensure their protection.

In the event of loss or theft, or if the User becomes aware that their password is being used by an unauthorised third-party, the User shall immediately notify the Company and cease using their user account.

The Company cannot be held liable for the fraudulent use of passwords and access codes by unauthorised third parties.

### **Copyright**

All of the Services provided for herein are subject to French and international copyright and intellectual property laws.

The general structure of the Services, the images, sounds, textual and graphic content and all the other components of the Services, with the exception of the information published by the User, are the exclusive property of the Company. Trademarks, trade names, logos and other illustrations displayed on the Sites have been registered, in some cases, by the Company or by third parties and may not be used without the prior written approval of the Company or their respective owners.

The Company uses a protected database to provide the Services, in compliance with French law (Act no. 98-536 of July 1st, 1998).

This database was compiled and is used by the Company. The non-authorized extraction and/or use of the contents of this database are strictly forbidden and the authors of such acts may be held civilly and criminally liable. The Company reserves the right to initiate legal proceedings against any User who infringes this provision.

In addition, the User attests that they are in possession of all the authorisations required for the national and international publications of any images, texts and more generally any data that is published through the Services provided for herein and for the duration of membership. The User shall assume full civil and criminal liability for the publication of such data, and such liability may be incurred in any proceedings initiated by third parties or the public authorities concerning their publications made through the Services.

### **Nominal data**

Pursuant to the provisions of the French Freedom of Information and Data Protection Act no. 78-17 of January 6th, 1978, the User is hereby informed that the information submitted during the registration process is required for the provision of the Services. The information submitted by the User is intended primarily for use by the Company to process the User's inquiries, propose personalised services and inform them of products and services offered by the Company.

By law, the User is entitled to access, modify, rectify and/or delete any personal information they may have submitted. The User may exercise this right by using the "Contact" page on the Sites.

### **Liability**

The User acknowledges that they are acting on their own behalf, and assumes full responsibility for the content of their publications.

The User acknowledges and accepts that they alone shall be responsible for the use they make of the Services and their content, whatever the nature of the latter, and of the information they publish through the Services and that even though the Company may carry out certain checks, the latter cannot guarantee the accuracy, legality, quality or reliability of their content, whatever the nature of the latter, published through the Services.

The User assumes full responsibility for all information, messages, images, and more generally, any content they may submit to the Company for publication. As such, the User shall fully assume any civil and criminal

liability for said publications, in full awareness of the implications, and shall alone be accountable in any legal proceedings which may be initiated by third parties or by the public authorities.

The User shall be responsible for their own computer hardware and for the use they make of the latter to gain access to and to use the Services. Similarly, the User alone shall bear all direct and indirect costs associated with their gaining access to the Internet and to the Services, and the use they make of the latter.

The User alone shall be responsible for managing any contacts they may make through the use of the Services. The Company would also like to point out that the User may potentially be contacted by undesirable individuals.

The Company also informs the User that while it uses tools to filter out certain undesirable messages, the Company cannot guarantee either the bona fide identity or the good faith of any contacts made through the Service.

The User hereby releases the Company from any and all liability and undertakes to absolve it from any legal claims which may be made further to the use of the proposed Services. The User also releases the Company from all liability for any losses which may be incurred or caused by the User, either directly or indirectly, as a result of the latter's use of the proposed Services.

## **Guarantee**

The Services and information are provided "as is", with no guarantee other than those made on the Sites.

Moreover, the Company hereby affirms that it will make full use of the resources in its possession to provide the User with the best possible Services. The User acknowledges and accepts that the Company is bound by a best-effort obligation and that it gives no guarantee whatsoever as regards the outcome of publication of the advertisements.

The Company guarantees neither the exhaustiveness, nor the accuracy, nor the perfect operation of the proposed Services, nor does it guarantee the absence of errors in the latter. The User acknowledges and accepts that the information placed at their disposal is neither complete nor exhaustive, and that it is their responsibility to check such information before use. Consequently, the User acknowledges and accepts that the Company cannot be held liable for the proposed Services or information, and that the User alone is wholly responsible for the use of the latter.

The Company intervenes in no way whatsoever in the transactions which may result from the use of the Services. As such, the Company may not be held liable in the event of non-conformity, failure to enter into a contract, whatever its nature, non-payment, failure to deliver and, more generally, any event arising from the use of the Services. Moreover, the Company gives no guarantee as to the solvency, or the good



faith, or the capacity of transacting parties.

The Company cannot be held liable for any losses, whether direct or indirect, due in particular but not exclusively to a loss of clientele, legal proceedings, disruption of business, loss of image, or loss of earnings, arising as a result of the quality or the specifications of the products and services provided by the User, or as a result of payment operations.

Neither the Company nor any one of its partners or agents may be held liable for the use which is made of the proposed Services.

### **Acceptance**

The use of the Services implies the unreserved acceptance of these terms.

The Company reserves the right to alter, edit, add to or delete, without prior notice, any or all of the provisions of these general terms and conditions, and to assign, transfer or sub-contract, without notice, its rights and/or obligations hereunder. Under no circumstances may the User assign or transfer the benefits hereof to any third party.

When re-subscribing to the Services, the User agrees to read the above terms and conditions and expressly accepts them.

**The above terms and conditions of use are governed by and interpreted in accordance with French law**