

TERMS & CONDITIONS OF USE AND SERVICE OF THE MSEM MARKETPLACE

These terms and conditions of use (hereinafter "**T&Cs**") govern without limitation or reservation the relations between the company **MseM**, a "simplified single shareholder company" (société par actions simplifiée à associée unique (SASU)), with share capital of 1,020,000 EUR, registered with the Trade and Companies Register of Grenoble with the number 821.859.220, whose registered office is situated at 6 allée des Mitailières, MEYLAN 38240, and all users of the Marketplace wishing to book a holiday (hereinafter the "**User(s)**").

These T&Cs are intended to govern the conditions of use of the Marketplace developed by MseM and which is accessible on this bookings website (hereinafter the "**website**"), published by a professional third party.

For any questions concerning the T&Cs, Users can contact assistance by clicking on the following link: contact@msem.fr

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ARTICLE 1: ACCEPTANCE AND ENFORCEABILITY OF THE T&Cs	

Users shall acknowledge their familiarisation with the present T&Cs.

Whatever the case, any use of the Marketplace by Users implies unreserved acceptance of the T&Cs in force. Users may be required to accept them expressly by checking the box to this effect when pursuing the on-line ordering procedure.

The T&Cs can be consulted and printed at any time using the direct link on the homepage of the **Website**. These T&Cs shall take precedence, as the case may be, over any other version or any other contradictory document.

Since the T&Cs may be subject to subsequent modifications, the version applicable to Users is the version in force on the Website on the date of placing the order.

ARTICLE 2: MARKETPLACE OPERATOR

2.1. Distributed Marketplace

MseM has developed a distributed marketplace solution (hereinafter "**Marketplace**") which it makes available as a white-label service to interested professional third parties such as the Publisher of this website.

The main purpose of this Marketplace is to consolidate on a single platform the commercial offerings of Commercial Partners present at the ski resort (ski lessons, accommodation services, equipment hire, etc.).

This consolidation makes it possible to pool the commercial offerings of the mountain tourism sector so as to improve the range of services proposed to holidaymakers.

The Commercial Partners listed on the Marketplace (ski schools, equipment hire companies, accommodation providers, etc.) are in a contractual relationship with MseM for the purposes of the sale of their goods and/or services, which include in particular:

- Ski lesson bookings
- Ski pass bookings
- Equipment hire
- Accommodation services

- Transport services
- Leisure activity services.

Users can therefore select and book one or more commercial offerings according to their holiday needs.

The commercial offerings appearing on the Website are proposed by Partners who may be professionals or non-professionals, particularly with regard to accommodation.

2.2. Listings of commercial offerings

The listings of the commercial offerings proposed by the Partners on the Website are entirely random.

If an accommodation is selected, the listing of the activities proposed by the Partners on the Website is made according to the proximity criterion between the activity and the selected accommodation.

No listing criterion (ranking by remuneration, for example) determines how the offerings are presented.

ARTICLE 3: PAYMENT OPERATIONS

MseM has the status of an agent approved by the ACPR (Autorité de Contrôle Prudentiel et de Résolution - French Prudential Supervision and Resolution Authority), in its capacity as an ACPR-approved payment service provider (PSP), pursuant to article L 522-1 ff. of the French Monetary and Financial Code (CMF).

As an approved agent, MseM is therefore authorised to provide the following payment services:

- 1- Execution of payment operations associated with an account, including transfers of funds to an account for a Marketplace User's payment service provider or another payment service provider.
- 2- Acquisition of payment operations via a contract signed with PAYPLUG, an ACPR-approved PSP, and providing a payment acquisition service under the conditions laid out in articles L314-1 and D314-2 of the CMF.

MseM, in the context of the service it provides to the Commercial Partners with which it is contracted, shall, in its capacity as receiver of funds and as an agent of LEMONWAY, first receive the funds deriving from the payment operations carried out on the Marketplace, as acquired by PAYPLUG.

PAYPLUG shall then transfer the funds directly to the operation account opened by LEMONWAY for MseM. Following on from the receipt of these funds, LEMONWAY shall manage the flows upon instruction from MseM. As a LEMONWAY agent, MseM is under its responsibility.

ARTICLE 4: OPERATOR FACILITATING THE PURCHASE OF LINKED TRAVEL SERVICES

Concerning the offerings proposed on the bookings platform, MseM does not itself create, sell, resell, supply, control, manage or propose any commercial offerings. Consequently, MseM cannot be considered a package travel organiser or retailer under the terms of Directive (EU) 2015/2302 of 25 November 2015.

The commercial offerings proposed on the Website are specific to each of the Partners.

The Commercial Partners are therefore solely responsible for their advertising and the services proposed. When Users place an on-line order via the Website, they conclude a contract directly with the selected Commercial Partner(s).

MseM is not involved in the contractual relations between the User(s) and Partner(s) and is neither a real estate broker nor a travel agency. Therefore, in the event of any problem, please contact the service provider concerned.

If you book several travel services during the same visit from the booking platform, the travel services will form part of a linked travel service. In this case, MseM has the protection required by European Union law for reimbursing any payments you have made to it for services that could not be executed due to its insolvency. You do NOT however benefit from the rights applicable to packages under Directive (EU) 2015/2302 and article L.211-2 of the French Tourism Code.

MseM has taken out a financial guarantee against insolvency with APST, 15 avenue Carnot, 75017 Paris, and professional civil liability insurance with HISCOX EUROPE UNDERWRITING LIMITED, 19 rue Louis Le Grand, 75002 Paris, France.

MseM is registered with ATOUT France as a tourism professional with the number: IM03819000.

You can contact these bodies if you are refused services on account of the insolvency of MseM. This protection does not apply to contracts concluded with parties other than MseM and which can be executed despite the insolvency of MseM.

For further information, please consult the following link:

https://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=B6B56671A51841699A8FB7B4B5EB08A2.tplgfr21s_1?idArticle=LEGIARTI000036242695&cidTexte=LEGITEXT000006074073&categorieLien=id&dateTexte=20180701].

ARTICLE 5: APPLICATION FEES

Application fees may be charged for using the booking platform.

These fees contribute to the financing of the technical tool, to research and development work, to the creation of new services, and to the costs of hosting and maintaining the platform.

The rate applied varies according to the customer's location:

- 0.6% for bookings made from Europe,
- 2.4% for reservations made from the rest of the world.

This difference is explained in particular by the additional costs involved in translating content and managing files in different time zones.

These costs are displayed prior to payment validation, and are reimbursed if your reservation is cancelled

ARTICLE 6: ONLINE BOOKING AND ORDERING PROCEDURE

6.1 General use

The online ordering procedure is reserved for Users aged at least 18, and who are legally entitled to enter into a contract.

Users must have the consent of all persons for whom the services are booked via the Website, and the authorisation of the parents of any minors taking part.

Users shall guarantee the veracity and exactitude of the information that they provide.

When ordering on-line, acceptance of these T&Cs and of the terms and conditions of the Commercial Partners is signalled by checking the box provided to this effect. Failure to do so prevents the order from being pursued.

6.2 Choosing and ordering commercial offerings

Users can order on-line, via the Website, one or more commercial offerings proposed by the Commercial Partners.

The order procedure comprises, as a minimum, the following steps:

- ✓ Users are asked to select their destination location.
- ✓ Depending on the User's choice, the Website will communicate the various commercial offerings available from its Partners for the destination location: ski lessons and/or pass and/or equipment hire and/or accommodation and/or leisure activities.
- ✓ Depending on their needs, Users can choose from one or more commercial offerings. For the needs of the service, Users will be asked to provide certain information (dates, form of address, etc.).
- ✓ Users are provided with a summary of their choices and of the characteristics of their chosen commercial offering(s), to check the details of their on-line order.
- ✓ Users are then asked to accept the present T&Cs and the terms and conditions of each Partner providing an offering selected by the User, and to confirm the order.
- ✓ Users can then proceed with payment. The contract is then validly concluded between User and selected Partners.
- ✓ Users finally receive an order confirmation email from each of the partners with whom they have booked a service.
- ✓ The selected Partners will be aware of the global booking in order to facilitate the execution of the various orders.

6.3. Prices of commercial offerings

The prices of the commercial offerings are freely set by the Partners.

The prices are expressed in euros (€).

The prices are subject to change and are enforceable upon the Website User from the moment the prices go online. The applicable price is the current price on the day of the order.

ARTICLE 7: ONLINE BOOKING PAYMENT

Confirmation of a Website order entails acceptance of the offering and its payment on-line by the methods specified by the Partner(s) concerned, and in particular by credit or debit card (*Visa, MasterCard, American Express, e-Carte Bleue, Apple Pay*).

In the case of an on-line order, the offering is deemed to have been accepted and the contract concluded in France.

Users shall guarantee that the means of payment used is currently valid and does not issue from a fraudulent operation.

Once payment has been made, the order can no longer be modified.

On-line payment is made via a payment service provider (PSP), LEMONWAY, an electronic money institution approved in France and controlled by the ACPR (Autorité de Contrôle Prudentiel et de Résolution - French Prudential Supervision and Resolution Authority).

MseM cannot be held liable for any malfunctioning of the on-line payment service.

ARTICLE 8: CANCELLATION INSURANCE

No insurance is included in the prices proposed on the Website, unless otherwise stated.

MseM proposes that Users placing orders on the Site subscribe to a "holiday cancellation and interruption" insurance contract according to the terms and conditions stated in the offering. To this end, Users can choose the option to take out an insurance policy covering the risks detailed in the offering, with AREAS, via SAM ASSURANCE, an insurance intermediary registered with ORIAS with the number [10058127], in compliance with the applicable regulations.

The costs and the risks covered by this insurance policy are stated on the Website for information purposes only. For more detailed information, Users can consult their insurance contract by clicking on the hypertext link included in the order description.

Users are asked to check in advance that they are not already covered by equivalent guarantees under an existing contract.

ARTICLE 9: RIGHT OF WITHDRAWAL

In application of article L. 221-28 of the French Consumer Code, services to provide accommodation, transport, catering, and leisure, which must be provided on a given date and for a given period, as proposed by the Website, are not subject to the application of the right of withdrawal.

Consequently, the Services ordered on the Website are exclusively subject to the cancellation and modification conditions stipulated in the service conditions specific to each of the Partners.

Concerning the optional insurance policy to which the User may subscribe, the User is subject to a withdrawal period of 30 (thirty) calendar days for stays of more than 30 (thirty) days.

Concerning equipment rental services, Users have a cooling-off period (withdrawal deadline) of 14 (fourteen) full calendar days from the date of conclusion of the contract, under the terms of articles L.221-18 ff. of the French Consumer Code.

ARTICLE 10: LIABILITY

10.1. For the use of the Website

MseM is not a website Publisher. It develops a technical solution for a distributed Marketplace.

Due to the nature of the Internet, MseM can only be committed to an "obligation of means" (best-efforts obligation) concerning the operation, availability, and continuity of the Website.

MseM cannot be held liable for any malfunctions, anomalies, errors, or bugs of whatsoever kind, which make the use of the Website totally or partially impossible.

MseM cannot be held liable for the use made by Users of the information supplied via the Website; Users are and shall remain solely responsible for how they use this information.

MseM shall strive to provide Users with the most reliable and highest-quality information possible. However, MseM cannot guarantee the exactitude and exhaustiveness of the information communicated on the Website.

10.2. For the commercial offerings

MseM neither controls nor guarantees the quality, security, suitability, or legality of the commercial offerings proposed by its Partners and presented on the Website. In case of difficulties, Users must contact the Partner(s) concerned directly.

Each Partner is solely and wholly responsible for the offerings it presents and makes available to the Users of the Website, whether in terms of their conformity with the applicable regulations or of the characteristics presented.

MseM cannot be held liable for the non-performance or inadequate performance of all or part of the services provided and implemented by the Partners.

The offerings presented on the Website do not represent exhaustively all the offerings available on the selected tourism site.

ARTICLE 11: PERSONAL DATA PROTECTION

1. Personal data

From the Marketplace, MseM collects the personal data of Users, gathered for the bookings made with the various Commercial Partners.

2. Personal data processing responsibility

MseM and the Commercial Partners concerned by the booking are jointly responsible for the processing of the Personal Data collected on the Platform.

MseM and its Commercial Partners undertake, each for its part, to ensure that the communicated Personal Data shall be processed in compliance with the French Data Protection Act of 6 January 1978 (amended) and Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016.

3. Database ownership

The Publisher of the Website and the Commercial Partners remain owners of their "customers" data base.

4. Nature of Personal Data

The Personal Data collected and processed by MseM from the Marketplace comprise, depending on the services selected, the following:

- Surname, forename, address, date of birth, age, measurements of Users
- Postal address, email address, phone number of the ordering Users
- Payment data:
 - Data for the PCIDSS card holder (PAN, CW, expiry date, forename, surname)

- Invoicing data (surname, forename, invoicing address)
- Dispatch data (surname, forename, dispatch address)
- Contact data (surname, forename, postal address, email address, telephone number)
- Payment operation pre-authorisation: Payment data + personal data (IP address, footprint of card holder equipment) to the extent that is strictly necessary and proportionate for the purposes of ensuring network and information security in compliance with recital 49 of the GDPR.

5. Purposes of processing

The Personal Data gathered in the use of the Marketplace are subject to processing by MseM with the purpose of achieving the following objectives:

- Registering bookings
- Generating statistics.

6. Recipients of Personal Data

The Recipients of Users' personal data will be:

- MseM
- the Website Publisher
- VALRAISO (web e-commerce agency, publisher and host of the Website).
- For bookings:
 - the commercial partner concerned
 - the ACPR-approved payment institutions (LEMONWAY and PAYPLUG).

MseM will never communicate personal data to other parties unless required to do so by law, in response to legal proceedings, or pursuant to a formal request from the competent authorities.

The Personal Data collected and processed in the framework of the payment services operated by LEMONWAY and PAYPLUG will only be accessible to the latter institutions, which shall be the sole recipients and shall bear sole responsibility for the implementation of their contractual obligations.

7. Subcontracting

In the event of using subcontractors, MseM undertakes to ensure that the subsequent subcontractor offers the same sufficient guarantees with regard to the implementation of the appropriate technical and organisational measures so that this processing meets the requirements of European regulations on data protection.

8. Users' right of opposition, access, rectification, and deletion

Users have the right to oppose the processing of their personal data for legitimate reasons.

They also have the right of access, modification, rectification, portability, and deletion with regard to said data.

To exercise the aforementioned rights, Users should send their request to the MseM team whose address is stated on the first page.

MseM undertakes to answer the written requests of Users within a month of receiving the request.

The aforementioned rights only apply to personal data enabling the User to be identified. These rights cannot therefore be asserted for processing for statistical purposes if such processing only deals with personal data in anonymised and aggregated form.

9. Security

The data collected in the use of the Marketplace are strictly confidential.

As such, MseM undertakes to take the appropriate technical and organisational measures to prohibit unauthorised access or the disclosing of personal User data.

10. Duration of retention

The Personal Data collected by MseM shall be conserved for the period of implementation of the Service, then archived for 10 years.

At the end of the aforementioned period, MSEM undertakes to anonymise and aggregate Users' Personal Data.

11. Complaints

For any complaints concerning the processing of your personal data, please contact the MseM team.

If the dispute cannot be resolved, you can contact the services of the CNIL at 3 Place de Fontenoy, TSA 80715, 75334 Paris Cedex 07.

ARTICLE 12: INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights, in particular copyright, pertaining to the general structure of the Website and to the texts, illustrations, photos, animations, audio, software, interfaces, IT programs and any other component element of the Website, shall remain the exclusive property of the Website Publisher or of their respective owners, in accordance with the provisions of the French Intellectual Property Code, and cannot be used without prior authorisation.

No provision of these T&Cs can be interpreted as assigning or transferring to the User all or part of the intellectual property rights relating to the Website or to any of its component elements.

ARTICLE 13: INVALID PROVISIONS

If any of the provisions of these T&Cs proves to be null and void under current law or arising from a definitive legal decision, said provision shall be fully severable, without invalidating these T&Cs and without altering the validity of its other provisions.

ARTICLE 14: APPLICABLE LAW - LANGUAGE

These T&Cs and the operations arising from them are governed by and subject to French law.

The language of these T&Cs is French. In the event of them being translated into one or more foreign languages, the French text alone shall be considered authentic in the event of dispute.

ARTICLE 15: DISPUTES

15.1. Access to the courts

Any dispute arising from the validity, interpretation, performance, or termination of these T&Cs, and more generally from the relations of whatsoever nature between MseM and the User, shall be brought before the competent French courts under the conditions of common law, unless there are mandatory legal or public policy provisions to the contrary.

15.2. Mediation

MseM and the User shall strive to resolve amicably any difficulties that may arise in the application of these T&Cs.

In the absence of a satisfactory response or in the absence of any response within 60 days, Users are informed that they may, whatever the case, seek conventional mediation free of charge with the Tourism and Travel Ombudsman, whose contact and procedural details may be found on the site:

Users also have the right to petition the European Ombudsman via the European disputes resolution platform, accessible via the following link:
<https://ec.europa.eu/consumers/odr/main/?event=main.home.show>

ARTICLE 16: MANDATORY PRE-CONTRACTUAL INFORMATION

Users hereby acknowledge that they have had communicated to them, prior to placing their order, in legible and comprehensible fashion, the present T&Cs and all information listed in article L. 111-1 ff. of the French Consumer Code, in particular:

- The essential characteristics of the service, taking into account the communication medium used and the service concerned
- The price of the service and any ancillary costs to be anticipated
- How the commercial offerings proposed on the Website are classified and listed
- The means of payment
- If the contract is not to be executed immediately, the date or deadline to which the Partner commits for executing the service
- Information relating to the identity of the Partner, to its postal, telephone and electronic contact details and to its activities, insofar as these are pertinent in the context
- Information relating to the legal guarantees, to the functionalities of the digital content and, where applicable, to its interoperability, to the existence and means of implementation of the guarantees, and to the other contractual conditions
- The possibility of petitioning a mediator (ombudsman) in the event of dispute.