



GENERAL CONDITIONS OF USE

The Present General Conditions of Use govern the relations between Easyvoyage (SAS - stock company with a capital of €300,999. Registered offices: 2 rue Paul Vaillant Couturier, 92 300 Levallois-Perret, France. RCS Nanterre B 432 123 446 and represented by the CEO Jean-Pierre Nadir) and the Users of the Easyvoyage Sites.

They constitute the contract between Easyvoyage and the User when the latter visits one of the Easyvoyage Sites.

ARTICLE 1- DEFINITIONS

For a complete understanding of the Present General Conditions of Use, the following definitions will always remain the same, whether they are used in the singular or plural form:

Announcers: refers to all physical persons or legal entities wishing to integrate publicity in favour of their brand, business, products or services and on whose behalf the Advertisement is published on the Easyvoyage Sites.

Easyvoyage Club: refers to the Easyvoyage loyalty programme which allows its Members to benefit from exclusive offers and to leave opinions on hotels and participate in discussions on the Easyvoyage forum.

Contribution: text and/or photo(s) written / provided by a Member of the Easyvoyage Club when participating in the forum or giving an opinion of a hotel.

Product Information: all information relative to the products and/or services of the Referenced Party made available to Easyvoyage by the Referenced Party and including Distinguishing Features, the model, the

comprehensive description of the product and/or service, the Final Price for the User, the category of the product and/or service, delivery costs, availability, lead time, guarantees provided with a product and/or service, a direct hypertext link to the Referenced Party's Site allowing for the purchase of the product and/or service or presenting the product and/or service, and a direct hypertext link to photographs of the product and/or service.

Internet: a structure of different networks of servers located in diverse places all over the world, communicating with each other using a specific protocol known as a TCP/IP.

List of Results: a list on an Easyvoyage Site page displaying the results relative to a search by a User for a product or a service when performing a search using the Comparison Engine and making it possible to compare the different Offers by Referenced Parties on the Easyvoyage Sites for the product or service sought.

Member: A user of the Easyvoyage Sites registered in the Easyvoyage Club.

Publicity message: refers to the generic posting manner of ad spaces on the Easyvoyage Sites using different formats ensuring the promotion of the Announcer's brand, business and products and/or services, and allowing the User to directly access the Announcer's Site thanks to a hypertext link.

Update: modifications and/or updates of Product Information presented on the Easyvoyage Sites.

Comparison Engine all comparison technologies developed and implemented by Easyvoyage allowing for a List of Results to be displayed when a User performs a search.

Offer: hypertext link presenting the Referenced Party or all or part of the Product Information and allowing

Users to directly access the pages of the Referenced Party's Site corresponding to the product or service

sought.

Partner: refers to all physical persons or legal entities marketing products or services which all Members may have access to in the terms and conditions of the Easyvoyage Club rules.

Final Price: is the price with All Charges Included stated by the Referenced Party and asked of the User at the time of purchasing the Referenced Offer. It includes the total cost of the product or service including all taxes and any additional costs that may incur, such as applicable taxes, administration costs, insurance, and any other compulsory taxes

Referenced Party: an individual or legal entity marketing products or services on a Website to which the User is directed when he/she clicks on a hypertext link displayed on the Easyvoyage Sites.

Distinguishing Features All nominative, figurative or semi-figurative trademark and/or logo and/or corporate name and/or company names appearing on the Easyvoyage Sites.

Announcer's Site: all pages, data and information forming the Website

run by the Announcer and to which they would like to give the User part or full access via the hypertext link placed on the Advertisement.

Referenced Party's Site: all pages, data and information forming the Website run by the Referenced Party and to which the User is directed via a hypertext link appearing in the List of Results.

Easyvoyage Sites: Sites directly run by Easyvoyage, notably at the URL addresses <http://www.easyvoyage.com>, <http://www.easyvoyage.co.uk>, <http://www.easyvoyage.de>, <http://www.easyviajar.com>, <http://www.easyviaggio.com>, <http://www.alibabuy.com> and <http://www.prixdesvoyages.com> as well as all sites associated or affiliated with Easyvoyage.

User: any individual visiting an Easyvoyage Site, irrespective of their place of residence and whether or not they are a Member of the Easyvoyage Club.

ARTICLE 2 – APPLICATION OF THE GENERAL CONDITIONS OF USE

Article 2.1 – Scope of the General Conditions of Use

The Present General Conditions of Use govern access to all content and services created and developed by Easyvoyage on its non-commercial portals devoted to the field of travel.

More specifically, Easyvoyage makes the following elements available to the User:

- its original editorial content, produced and managed by its journalists and their teams, offering general information for travellers, news on the trip, the trip schedule, information on hotels, practical advice, a trip guide, special reports and practical everyday information;

- its listing service which allows the User who will have performed a search using keywords or categories to view a non-exhaustive List of Results containing offers from the main operators in the French travel market listed on the Easyvoyage Sites. By default, the results are displayed in ascending price order, for products and/or services offered by the Referenced Parties in keeping with the said search; the User has the possibility of modifying the order in which the results are displayed and selecting other relevant criteria (Referenced Parties ("sellers"), airline companies, departure and/or arrival dates and times, airports, stopovers, etc.) ; the

"Packages", "Weekend", "Holiday Rentals", "Ski", "Spa", "Circuits", "Deals" and

"Cruise" offers are updated at least once every 24 hours, as soon as the relevant information is received from the Referenced Parties, while the "Flights", "Hotels", "Flight + Hotel" and "Cars" offers are always displayed in real time;

- a forum which Users can freely consult and which Members of the Easyvoyage Club can participate in;
- the Easyvoyage Club in which every Member can leave opinions and view those of other Members on holidays they have personally taken in a hotel and cumulate loyalty points allowing them to benefit from exclusive advantages;
- a series of newsletters published online by Easyvoyage that include various offers and information; the newsletters are aimed at Users who have either registered for this free service beforehand on the Easyvoyage Sites or who have taken part in the marketing campaigns organised by Easyvoyage; the User may cancel their subscription to the newsletters by clicking on the link provided to this effect at the end of the sent e-mail.

Article 2.2. – Adhering to the General Conditions of Use

The Present General Conditions of Use apply to all content and services provided by Easyvoyage, such as editorial content, the listing service, the Easyvoyage Club, the "Hotel reviews" section, the forum and the newsletter programme described above.

Any User visiting an Easyvoyage Site, viewing its content, and using the services provided by Easyvoyage, agrees to respect the Present General Conditions of Use and accepts them without reservation.

Easyvoyage constantly updates the different information and data published on its Sites and is continuously making improvements that may require the Present General Conditions of Use to be modified at any time, particularly according to technical and/or content and service-related developments of the Easyvoyage Sites, notably as a result of the creation, modification, or deletion of content and/or services. Users are thus advised to consult the Present General Conditions of Use on a regular basis, if not every time they visit an Easyvoyage Site.

ARTICLE 3 – GENERAL RULES OF USE

3.1. - Rights and Obligations of all Users

The User expressly acknowledges and accepts that the Easyvoyage Sites are designed to be used by adults over 18 years of age for non-professional, reasonable, and normal use that is not susceptible to affecting, hindering, or harming in any way whatsoever, and irrespective of the method, the correct functioning of the Easyvoyage Sites.

The User is informed of the specific terms of the communications by Internet and particularly of the fact that continuous service and absolute confidentiality of exchanges between parties cannot be guaranteed.

3.2. – Members' Rights and Obligations

The User may contribute to the content of the Easyvoyage Sites either by participating in surveys organised by Easyvoyage, by participating in the forum so as to share their accounts with other users, or by giving their opinion and rating holidays they have taken in the "Hotel reviews" section.

3.2.1. – Registration

Any User wishing to participate in the Easyvoyage forum or wishing to contribute to the "Hotel reviews" section must first sign up to be an Easyvoyage Club member by honestly and truthfully filling out one of the forms specifically intended for this purpose.

By signing up to the Easyvoyage Club, the User turned Easyvoyage Club Member accepts the Present General Conditions of Use without reservation and commits to respecting them.

The Easyvoyage Club Member thus accepts without reservation that any violation of the Present General Conditions of Use will result in Easyvoyage removing their contributions and deleting their account.

The Easyvoyage Club Member is informed that the data collected, including their profile information (apart from their @mail address and password allowing them to access their account) is visible by other Users, who will be able to read both these and the content of the User's contributions. The User is aware that this information is essential to the correct functioning of the forum and the "Hotel reviews" section to be able to give credence to their contribution and to promote it, knowing that the identity of its author gives it a certain weight.

When registering, the Easyvoyage Club Member commits to providing factual information, whether this information be compulsory or optional.

This information notably includes, without this list being exhaustive: last names, first names, email addresses, passwords, and any information making it possible to better know the Member, such as: a photo, current place of residence, history, date of birth, marital status, best and worst travel experience, motto, etc.

The Easyvoyage Club Member is informed that the collected data will be used by Easyvoyage to send them the Easyvoyage Newsletter, email regarding their participation in the Easyvoyage Club, offers to participate in games and, if the Easyvoyage Club Member accepts, their details will be sent to commercial partners of Easyvoyage both for commercial and non-commercial purposes.

3.2.2. – Opinions published by Club Easyvoyage members

Opinions posted by internet users are published with a maximum delay of 15 days from the time of submission. The posts are kept an indefinite amount of time, unless the user removes their post and/ or their account.

If needs be, the user that posted an opinion can be contacted by email by one of the site's moderators from the Easyvoyage corporation.

An internet user can change their opinion at any time.

The latter is to be submitted to the control of a moderator, who reserves the right to publish, or not, the aforementioned opinion in the case of a false, illegal, misleading, libelous, abusive, obscene, pornographic, indecent, licentious, suggestive, intimidating, threatening, incendiary, fraudulent or reprehensible message as well as false textual, sound, graphic, code, data, information, music, or photography elements. The above is also true for any element that calls for the harassment of a third party, or is disrespectful of an individual or the publication's rights.

The Easyvoyage Club Member is solely responsible in their capacity as an author, for the content of their Contributions, declarations and information freely and independently provided, knowing that the only purpose of this contribution is to share their opinion with other Users and Members of the Easyvoyage Club regarding a trip or a holiday and their experience so that they may form their own opinion regarding the destination which is the subject of the contribution.

The Easyvoyage Club Member must write their Contributions clearly and in English.

Bearing this in mind, when writing contributions, the Easyvoyage Club Member should always be sure to be courteous, practice good manners, and respect the rights of others. Their Contribution should be original, not taken from an opinion given on another website; the Easyvoyage Club Member commits to ensuring that their contribution be created exclusively for publication on the Easyvoyage Sites. In addition, their contribution should contain their own personal opinion, criticisms, and own judgement, in a way as to be constructive.

The Easyvoyage Club Member will ensure that no quotes, statements and/or incorrect or false assertions feature in their contribution.

The Easyvoyage Club Member will avoid making any denigrating insults, slander, or comments that are of a nature that is likely to offend the sensibilities of minors, or of a violent nature, attempting to justify any war crimes and/or crimes against humanity, inciting negationism or revolutionism, or of a hateful, erotic, pornographic and/or paedophilic nature.

Similarly, the Easyvoyage Club Member commits to avoiding all comments regarding the racial or ethnic origins, political, philosophic or religious opinions, or the union membership of another individual, and to refrain from making any reference to the health or sex life of another individual.

The Easyvoyage Club Member is not allowed to include any hypertext links in their Contributions.

The Easyvoyage Club Member acknowledges that Easyvoyage reserves the right, before/after publication, to delete any Contribution that is not in keeping with the editorial policy of the Easyvoyage Sites (clearly subjective Contributions and not reflecting reality), and/or not in compliance with the Present General Conditions of Use and the legal provisions in force, and/or detrimental to the rights of third parties.

Easyvoyage can ban any Easyvoyage Club Members on the same grounds.

3.2.3. - Intellectual Property

By participating in the Easyvoyage forum and/or the Easyvoyage Club, the Easyvoyage Club Member is aware that all Users and other Easyvoyage Club Members have access to their contribution and can make copies.

By attaching photographs to their Contributions, the Easyvoyage Club Member declares that these photographs belong to them personally and authorises their publication on the Easyvoyage Sites strictly for the purpose of illustrating their

Contribution, and declares to have taken them during the holiday for which they are giving their opinion. They will avoid infringing upon the private life of the individual(s) appearing in the photographs and will avoid reproducing any work that violates the rights of its author, its creator, or anyone retaining intellectual property rights.

The Easyvoyage Club Member remains the owner of the photographs and the accompanying intellectual property rights.

All photographs provided should be done so strictly to illustrate the opinion given for the information of Internet users.

Photographs of buildings should always be attached merely to provide additional information and should indisputably relate to the opinion given within the Easyvoyage Club.

Consequently, Easyvoyage reserves the right to delete, before/after publication, any photographs that do not correspond to these demands or that are detrimental to the rights of third parties.

ARTICLE 4 – PROTECTION OF PERSONAL DATA

Easyvoyage agrees to fulfil the legal and regulatory obligations in force with regards to the collection and processing of personal information and to make the necessary declarations to the French Data Protection Authority (CNIL). Thus, in the framework of its newsletter, Easyvoyage has declared the personal data thus processed under number 1298016.

In order to render the services to which Users have subscribed, their personal information will be shared with all companies belonging to the Easyvoyage Group (hereafter the ‘Group’) and to its commercial providers and partners. Users will be informed of any offers, events and news which are considered as being of interest to them, based on the preferences (agreement or refusal) that they provide when subscribing and which can be modified at any time. In accordance with the French law entitled “Informatique & Libertés”, Users can request access to the personal information they have provided, in order to modify, rectify or delete any part of it, by writing to us at contactuk@easyvoyage.fr or at the following address: Easyvoyage, 2 rue Paul Vaillant-Couturier 92300 Levallois-Perret, FRANCE.

ARTICLE 5 – INTELLECTUAL AND INDUSTRIAL PROPERTY

All data, content, pages, images, and text published on the Easyvoyage Sites, as well as all related software, are the exclusive property of Easyvoyage or of any third party which may have granted it such rights and which is protected by copyright laws and database law; likewise, Easyvoyage holds all property and usage rights on the screenshots as well as on all the listings, distinctive features, emblems, logos, brands and text of which it has exclusive ownership.

The User agrees to respect these copyright laws as well as any other intellectual and industrial property laws: brands, patents, software and databases relating to the content published on the Easyvoyage Sites.

Any full or partial reproduction, representation, imitation, and/or use thereof is prohibited and will be sanctioned under the terms and conditions of the applicable legal measures and more particularly of the Intellectual Property Code.

ARTICLE 6 - LIMITATIONS AND EXCLUSION OF RESPONSIBILITY ON THE PART OF EASYVOYAGE

Article 6.1. – Responsibility limitation clauses

Given the specific conditions related to the services provided via the Internet, Easyvoyage cannot

guarantee service continuity or access speed due to the complex nature of the global networks, the differences in capacity between various sub-networks, and traffic levels at certain times of the day.

Easyvoyage accepts no responsibility for the content of independent sites accessible via hypertext links and the presence of such links does not in any way imply any responsibility on the part of Easyvoyage for the content of such sites or the quality of the products or services sold on them.

As the Referenced Party operates entirely independently of Easyvoyage, they are solely and entirely responsible for the products or services offered on their Website; consequently, they are also solely liable for the Product Information, Offers and Advertisements displayed on their Website, the contents on the Referenced Party's/Announcer's/Partner's Website, as well as any direct or indirect damages caused by the products and/or services they sell to Users.

More specifically regarding the Referenced Party's Site, Easyvoyage makes every effort to ensure that the Offers displayed on its Sites are identical to those appearing on the Website of the Referenced Party; however, Users are reminded that the display and placement of Offers in the List of Results directly depends upon access to and/or the discounting and/or updating of the Product

Information by the Referenced Party; consequently, Easyvoyage expressly denies all responsibility for any discrepancy observed between the Offer displayed on the Easyvoyage Sites and that which the User may find on the Referenced Party's Website.

Any User or Member who is not satisfied with a purchase made from one of the Referenced Parties/Announcers/Partners on an Easyvoyage Site is invited to refer to the information relating to the procedures to be followed by downloading the following document: "Procedures: who to contact following a purchase on one of our partner sites. "

All editorial content and practical information published on the Easyvoyage Sites is as accurate as possible and the site is regularly updated; nevertheless, it may contain some inaccuracies, omissions or gaps.

Easyvoyage can only be held responsible for errors proven by the User or the Easyvoyage Club Member, and then only for damages directly caused by Easyvoyage.

Article 6.2. – Exclusion of responsibility

Easyvoyage cannot be held responsible in the event of a case of force majeure, any occurrence attributable to a third party, or any other circumstance caused by any factor that is outside and/or independent of Easyvoyage's personal responsibility and which prevents it from fulfilling its obligations and especially from allowing access to its Sites.

ARTICLE 7 - MISCELLANEOUS

In the event of failure on the part of Easyvoyage to exercise its rights and prerogatives, any potential tolerances will not be considered as a waiver of their right to enforce the Present General Conditions of Use.

Given the independent nature of each of the provisions of the Present General Conditions of Use, the potential cancellation of any of them will have no effect on the other provisions, which shall remain applicable.

The titles of the various articles are indicative only, aimed at improving understanding of the content without, however, affecting the interpretation of the said content, which is the binding document.

ARTICLE 8 – APPLICABLE LAW

The Present General Conditions of Use are governed by English law

ARTICLE 9 – ARTICLE 9 – JURISDICTION CLAUSE

ANY DISPUTES WHICH MAY ARISE BETWEEN EASYVOYAGE AND THE USER RELATING TO THE APPLICATION OF THE PRESENT GENERAL CONDITIONS OF USE WILL FALL WITHIN THE COMPETENCE OF THE ENGLISH COURTS.