

## GENERAL TERMS AND CONDITIONS

AO HOUSE offers a service of seasonal rental of houses (below: the “Houses”) dedicated to individuals and professionals (below: the “Lessees”), together with services related to such rent (below: the “Services”). These General Terms and Conditions govern the contractual relations between:

- AO HOUSE, simplified shares company, with a registered capital of €20 000, registered with the Commercial and Companies Registry of Annecy, under number 989 022 876, whose intracommunity VAT number is FR48989022876, having its registered head office at 322 rue de l’Essert 74310 Les Houches, France.
- and, the Lessees, in their capacity of consumers or professionals, satisfying the following conditions:
  - any individual with full legal capacity to enter into this Agreement or, should such individual not benefit from full legal capacity, with the agreement of his/her legal representative;
  - any legal body acting through an individual with legal capacity to enter into an agreement in the name and for the account of the legal body.

The General Terms and Conditions constitute, with the Specific Terms and Conditions, a set of indivisible agreement binding AO HOUSE and the Lessee. In the event of contradiction between the Specific Terms and Conditions and the General Terms and Conditions, the Specific Terms and Conditions shall prevail.

The General Terms and Conditions are composed of 4 parts:

1. the general terms and conditions for booking the Houses on the AO HOUSE website;
2. the general terms and conditions for the rental agreement between the Lessee and AO HOUSE;
3. the general terms and conditions for the services offered by AO HOUSE;
4. the provisions related to the applicable law and the resolution of the disputes between the parties.

As the General Terms and Conditions may be amended, the applicable General Terms and Conditions are the ones in effect at the date the Lessee booked the House.

### Personal data and confidentiality

Some personal data may be collected by AO HOUSE in the frame of the provision of a Rent of House and of the Services. As such, AO HOUSE implements a personal data protection policy whose characteristics are clarified in the “Charter for personal data protection”, available on the Website and that the Lessee is expressly invited to become familiar with.

## 1. GENERAL TERMS AND CONDITIONS FOR BOOKING

### 1.1. Object of the General Terms and Conditions for booking

The General Terms and Conditions for booking govern the contractual relation between the Lessee and AO HOUSE in the frame of the booking of a House by the Lessee on the AO HOUSE Internet Site.

### 1.2. House booking

#### 1.2.1. House selection

The booking by the Lessee of a House rent is directly performed on the Internet website <https://www.aohouse.fr> (below: the “Site”).

To such purpose, the Lessee may peruse on the Site the characteristics of the various Houses offered for rental (rental price, number of places, location etc.) and check for their availability by selecting the desired rental dates.



The Lessee is informed that the Houses pictures, representations, and description on the Site are given with the highest possible accuracy. Nevertheless, they only have an informative and indicative value. AO HOUSE shall not be responsible for minor differences between the description on the Site and the rented Houses.

#### 1.2.2. Lessee's booking method

The Lessee shall perform a booking request by selecting the chosen House, the desired dated and the number of people meant to occupy the House.

After having filled such information, the Lessee shall click on "book now" to access to the booking request form, on which he/she shall indicate the requested information, including his/her name and details.

The Lessee warrants that all and any information given in the order form is accurate, up to date and genuine and is free of any misleading character. The Lessee acknowledges having been informed that such information is worth proof of his/her identity and binds him/her upon validation. Furthermore, the Lessee shall ascertain the information's accurateness, to be able to receive, later, a booking confirmation email.

The Lessee may access to the summary of his/her booking request at any time while it is not definitively validated and may correct mistakes, if any, in the indicated elements. The booking request is deemed to have been received by AO HOUSE when AO HOUSE has been granted access to it.

#### 1.2.3. Completion of booking

Upon reception of the booking request, AO HOUSE will contact the Lessee by email to complete the booking file and validate the rental request. At this moment, AO HOUSE will inform the Lessee of the total price, regarding the subscribed Services, and of the advance payment and security deposit amounts.

After such initial contact, the Lessee will receive by email a booking confirmation. Such email will:

- 1.summarize the elements on the booking request, the rental dates and the subscribed Experiences;
2. include a copy of the Agreement and of these General Terms and Conditions of sale, together with the invoice corresponding to the rent price and to the subscribed Experiences. In the absence of such confirmation email, the Lessee shall contact AO HOUSE at the contact details indicated in the Agreement's header.

It is recommended for the Lessee to save the information indicated in the confirmation email.

#### 1.2.4. Signature of the agreement

When the booking has been confirmed, the Lessee and AO HOUSE shall execute the Agreement in accordance with the process agreed upon them.

The Lessee shall become aware of these General Terms and Conditions upon execution of the agreement. He/she shall acknowledge acceptance of the same by executing the agreement.

Where appropriate, the Agreement may be executed by any electronical means. The Lessee and AO HOUSE acknowledge the reliability of the electronical execution process and grant to it the same legal value as a handwritten signature as regard to the law.

#### 1.2.5. Modification of the booking

Should the Lessee wish to amend the initially subscribed Services, including the Experiences, the Lessee shall notify AO HOUSE in the shortest delays.

In the event of modification of the booking, a new rental agreement or an amendment to the Agreement shall be executed between the Lessee and AO HOUSE. As the case may be, the provisions of the new Agreement shall prevail over the old's ones.

The Lessee is informed that he/she shall reimburse to AO HOUSE the reasonable expenses incurred within the frame of the modification of the booking.

### **1.3. Services price**

The daily rent price of a House, the Experiences and the individual rates are indicated on the Site. Such prices are indicated in euros, all taxes included.

The whole rental costs related to the use of the House, including the water, gas and power consumption, and the applicable taxes are comprised within the rental price. However, such price doesn't include the amount due by the Lessee under tourist tax, as the accurate amount of such tax is usually not known at the booking date. The tourist tax is paid by the Lessee at the end of his/her stay, via the final invoice's issue.

HONESTY HOUSE reserves the right, at its sole discretion, and under terms it may freely decide, to provide promotional offers or price reductions.

### **1.4. Payment and invoicing process**

#### **1.4.1. Payment**

Subject to specific written agreement between the Lessee and AO HOUSE, the Services price is paid according to the following Schedule:

1. A deposit, corresponding to 30 % (thirty percent) of the house rent price shall be paid within 3 (three) opening days from the receipt by the Lessee of the confirmation email related to the booking;
2. The balance of the rent is paid at the latest 7 (seven) day before the beginning of the rent;

Furthermore, regarding the Experiences subscribed by the Lessee, the price shall be paid according to the following process:

1. The price of the Experiences subscribed on the spot and that do not require any deposit and of the products purchased through the AO HOUSE Shop are automatically added to the final invoice issued by AO HOUSE and paid upon the end of the rent.
2. The price of the Experiences requiring a deposit shall be paid upon validation by the Lessee.

The Lessee shall proceed to the payment of the due amounts and of the security deposit by wire transfer on AO HOUSE account to the bank details indicated on the invoice or through the secured payment platform MEWS PAYMENT by STRIPE. All other payment means shall be refused by AO HOUSE.

The Lessee warrants to AO HOUSE that he/she benefits from the necessary authorizations to perform such payment. The booking of the Rent shall be confirmed only subject to the fulfillment by the Lessee of the payment obligation according to the above schedule. Should the Lessee fail to pay the security deposit, in spite of a reminder from AO HOUSE, the Lessee may be refused entry in the rented premises.

#### **1.4.2. Invoicing**

AO HOUSE shall send to the Lessee the invoice of the rental price and of the beforehand subscribed Experiences, indicating, as the case may be, the amount of the due deposit, by email, to the address indicated by the Lessee upon confirmation of the booking.

Within 7 (seven) days following the end of the rent, AO HOUSE shall send to the Lessee a summary invoice, including the balance due by the Lessee under the Experiences subscribed on site and not directly paid via the platform STRIPE, and the products purchased through the shop.

#### **1.4.3. Late payments and payment failures**

In case of delay in payment of the above price or, as the case may be, of the due deposit and/or balance at their due date, AO HOUSE reserves the right to cancel the rent, 7 (seven) days after the issue of an ineffective formal payment request sent by registered letter with acknowledgement of receipt.

Furthermore, a late penalty, of an amount equal to 1.5 times (one and a half times) the French legal rate shall apply of full right to the due amounts from the issue date of the above formal request. Furthermore, the Lessee shall also pay a fixed penalty of euros 40 pre-tax as recovery fees.

### **1.5. No withdrawal right**

The Lessee declares having been informed that, in compliance with article L.121-28 12° of the French consumption code (*Code de la consommation*), the Lessee does not benefit from any withdrawal right for the rent of the House and the other Services subscribed in such frame, as they are provisions of seasonal housing services and leisure activities that shall be provided at a fixed date or period. The Lessee expressly agrees with the above.

### **1.6. Cancellation of the booking**

Subject to specific written agreement between the Lessee and AO HOUSE, any cancellation of a booking by the Lessee, once confirmed, shall be performed according to the following conditions:

- Cancellation between the execution of the agreement and 30 days before the beginning of the rent: the deposit corresponding to 30% of the total price and the booked Experiences shall be due and not reimbursed
- Cancellation after 7 days before the beginning of the rent: the whole rental price and the booked Experiences shall be due and not reimbursed. As an exception to the foregoing, the Lessee may introduce a replacement lessee likely to replace the Lessee in the contractual relationship with AO HOUSE, at least 7 (seven) days before the planned date for the beginning of the rent.

AO HOUSE may freely accept or refuse replacement lessee. Should AO HOUSE accept, the replacement lessee shall take over the Lessee's rights and obligations under the subscribed Services. In such a case, the Services' price shall be reimbursed to the Lessee, but for the deposit.

In any event:

- The deposit paid by the Lessee will not be reimbursed, even in the case of cancellation by the Lessee more than 30 days before the beginning of the rent;
- Should the Lessee not show on the premises at the date of the beginning of the rent or should the Lessee postpone his/her arrival, the whole price indicated in the Specific Terms and Conditions shall remain due.

### **1.7. Confidentiality**

AO HOUSE undertakes to maintain the confidentiality of the personal data available to it during the frame of the services provision. It shall maintain the identity confidential and shall divulgate it only to the sole contractors and services providers that need to be aware of it.

## **2. GENERAL TERMS AND CONDITIONS OF THE RENT AGREEMENT**

### **2.1. Object of the rent Agreement**

AO HOUSE is the owner of the Houses displayed for rent on the Site. The Rent Agreement is entered into between the Lessee and AO HOUSE, below the "Parties". The Parties agree that the Houses Rent Agreement is not dedicated to the rent of premises rented as principal dwelling nor for both professional and residential purpose.

The Houses are furnished and rented for a seasonal use. The Parties undertake that their rights and obligations are governed by the provisions of the Rent Agreement and the legal provisions applicable in France and related

to the seasonal rent of furnished premises (including articles L 324-1 et seq. of the French tourism code (*code du tourisme*)).

## **2.2. Conclusion of the Rent Agreement**

The Rent Agreement is deemed to be concluded when the following conditions are fulfilled:

1. The Agreement has been executed by the Parties according to article 1.1.4. of the general terms and conditions for booking;
2. The Lessee paid the deposit according to article 1.3.1 of the general terms and conditions for booking.

## **2.3. Term of the rent**

The term of the rent subscribed by the Lessee is indicated in the Specific Terms and Conditions.

## **2.4. Security deposit**

At the latest 15 (fifteen) days prior to the beginning of the rent, the Lessee shall pay to AO HOUSE an amount equal to € 5,000 euros (five thousand) as security deposit in warranty of the fulfilment of the Lessee's obligations under the Rent Agreement and the damages, if any, caused by the Lessee to the House.

The amount of the security deposit is indicated in the Specific Terms and Conditions.

The Specific Terms and Conditions shall be reimbursed to the Lessee, at the latest 1 (one) month after the end of the rent. As the case may be, the amount of the damages evidenced on the House shall be deducted from the reimbursed amount. Should the amount of the damages evidenced on the House and of the repair costs be higher than the security deposit paid by the Lessee, the balance shall be invoiced to the Lessee.

## **2.5. House's characteristics and equipment**

### **2.5.1. House's characteristics**

The House's characteristics, including its living area, the number of main rooms, the outbuildings and the equipment are described in the Specific Terms and Conditions and in the Appendix.

Subject to the provisions of the Specific Terms and Conditions and the Appendix, each House has the following characteristics:

1. *Use of the House:* subject to specific agreement with AO HOUSE, the House may not be used:

- To other purposes than those indicated in the Agreement, including use the rented premises for a commercial purpose (photo shoot, seminars, events or others) during the stay if the item has been initially booked by the Lessee for a non-professional use, subject to AO HOUSE's written agreement;

- For a number of people superior to the one indicated in the booking request and in the Specific Terms and Conditions, such number including the children, regardless of their age. The Lessee undertakes to strictly abide by the maximum number of people that may enter upon the premises, failing which a penalty of fifty percent (50%) of the rent amount may be levied.

- The Lessee shall also refrain from any sub-lease or share of the House with any third party.

- The Lessee shall also refrain from taking any pictures of the rented premises for a commercial use, subject to the written agreement of AO HOUSE.

- The Lessee shall further refrain from divulging to any third party, in any manner whatsoever, any modified or false



picture of the House. He/she undertakes to require AO HOUSE's authorization before any publication of pictures belonging to AO HOUSE. AO HOUSE reserves the possibility to check on-site the Lessee's compliance with the conditions of the House rent and, as the case may be, to terminate the rent to the Lessee's liability.

1. *Area:* The House's area is indicated in m2 in the Specific Terms and Conditions. It is calculated on the basis of the floor area. The Lessee shall refrain from pitching a tent or parking caravans or the like on the House's land or nearby.

2. *Pets:* Subject to otherwise indicated in the House description available on the Site, the pets are authorized. To this extent, a specific deposit and a special cleaning fee may be levied by AO HOUSE. In any event, pets shall be declared in the booking request. Should the Lessee introduce a pet inside the rented premises without AO HOUSE's prior written consent, the rent agreement could be immediately terminated, and the Lessee would not be entitled to any reimbursement. The Lessee is further solely responsible of the pet(s) custody and undertakes to make sure that they do not cause any damages to the House. Should the authorized pet cause damages to the rented premises, liquidated damages could be required.

3. *Noise:* The Lessee shall refrain from any behavior likely to disturb the neighbors, including due to the sound level of the radio, TV or other devices. Furthermore, AO HOUSE may not be held responsible of the noise pollution, if any, to which the Lessee may be exposed due to works in the House's area, traffic, or any other event beyond AO HOUSE's control.

4. *Internet connection/Wi-Fi:* Subject to otherwise indicated in the Specific Terms and Conditions, the Internet connection/ Wi-Fi is available in the House. Nevertheless, AO HOUSE does not guarantee the permanent availability, nor the speed, nor the compatibility, nor the connection security. Furthermore, it may not be held responsible for the connection difficulties arising from a lack of cover in the House's area, a bad signal, an overloaded antenna, fiber problems or other problems related to the access to the Internet. As such, the Lessee shall refrain from using the Internet available in the rented premises for an unlawful use.

5. *Smoke:* Subject to otherwise indicated in the Specific Terms and Conditions, the Houses are non-smoking areas. Hence, the Lessee shall refrain from smoking inside the House and shall ensure that the people occupying the House during the rent shall abide by such prohibition. Should the Lessee infringe such prohibition, the Rent Agreement could be terminated of full right, in which event the Lessee would not receive any reimbursement. Furthermore, in such a case, supplementary cleaning fees of euros five hundred (€500) shall be required by AO HOUSE.

6. *Swimming pool, sauna or jacuzzi:* Should the House comprise a swimming pool, a sauna or a jacuzzi, the Lessee shall abide by the use instructions, including regarding the safety, that shall be communicated by the Villa Manager. Any use of the swimming pool, sauna or jacuzzi by underage children of less than 12 shall be made under the supervision of an adult.

Upon booking, the Lessee may indicate specific wishes or requests. AO HOUSE undertakes to make its best efforts to meet such specific wishes or requests but doesn't warranty their performance. The wishes or requests accepted by AO HOUSE shall be indicated in the Specific Terms and Conditions.

Broadly speaking, the Lessee shall maintain the rented premises and return it in a clean condition.

The Lessee shall notify AO HOUSE without delay of any damages and shall be held responsible of any tears and losses, if any, suffered by the premises during the Rent Agreement. Should some items be broken or deteriorated, AO HOUSE would be entitled to require their replacement value.

The Lessee may not sue AO HOUSE in the event of theft or damages performed by third parties in the rented premises during the stay. The Lessee shall be held responsible for any damages, loss, or prejudice due to a non-contractual use (non-fulfilment of the house's rules, organization of a party or an event, issue of pictures or movie, gross negligence, lack of supervision, etc.) of the rented premises (and, as the case may be, its outbuildings), with indemnification obligation.

### 2.5.2. House's equipment

Subject to the provisions of the Specific Terms and Conditions, each House shall comprise the following equipment:

- Bed linens and towels;
- Kitchen towels;
- Toilet paper;
- Dishwashing and cleaning products;
- Tableware and cutlery;
- Household appliance;
- A TV set;
- A baby bed and baby equipment.

The Lessee shall notify the Villa Manager of any lacking equipment and/or any malfunction in the House's equipment.

## **2.6. Entry in and return of the premises**

### 2.6.1. Entry in the House

The Lessee shall arrive at the House's location at the set date, from 4 pm.

The Lessee shall notify AO HOUSE in the event of any arrival later than 8 pm or impossibility to arrive at the set date, without prejudice of provisions of article 1.6 of the General Terms and Conditions for booking related to the cancelation of a booking.

Upon arriving in the House, the Lessee shall be accommodated by the manager of the House (below: the "Villa Manager") who shall remit to the Lessee the House's keys.

Upon entry, the Lessee shall ensure that all the equipment indicated in the Specific Terms and Conditions or in the Appendix are supplied and in good operating condition, and more generally that there is no problem nor irregularity likely to disturb the peaceful enjoyment of the House. Any problem or irregularity shall be notified to the Villa Manager.

### 2.6.2. Return of the House

At the end of the rent, the Lessee shall return the House's keys to the Villa Manager. The Lessee undertakes to return the exact number of keys that has been entrusted to him/her upon arrival. Should the Lessee fail to fulfill such obligation, AO HOUSE would be allowed to invoice the necessary amount to replace the non-returned keys or to change the locks of the rented premises and to deduce such amount from the security deposit.

The Lessee and the Villa Manager shall perform a joint exit inventory of the House. Should such inventory evidence damage or prejudice due to the Lessee, the repair costs shall be paid by the Lessee, under the provisions of article 2.4 of the General Terms and Conditions of the Rent Agreement, related to the security deposit.

Subject to otherwise agreed upon between the Lessee and AO HOUSE, indicated in the Specific Terms and Conditions, the House shall be left before 10 am on the departure day. Should the Lessee fail to leave the premises at the end of the rent, any supplementary day inside the House shall be invoiced at twice the House's daily rent price.

## **2.7. Parties' Obligations**

### **2.7.1. Lessee's Obligations**

Without prejudice of the other obligations under the General Terms and Conditions for booking and services, the Lessee undertakes to abide by the following obligations:

a. The Lessee undertakes to provide AO HOUSE with all the necessary information for the right performance of the Services. More generally, the Lessee undertakes to actively cooperate with AO HOUSE for the right performance of the Agreement.

b. The Lessee undertakes, in his/her use of the Services and stay in the House, to abide by his/her contractual undertakings and the applicable laws and regulations, and not to infringe third parties' rights nor public order.

The Lessee undertakes to notify without delay the Villa Manager of any difficulty arising in the use of the Services, and of any damage in the House and/or the furniture during the rent.

c. The Lessee undertakes to take care of the House and to leave the House in the same condition that at the arrival, subject to the usual damage due to wear and age. The Lessee undertakes to abide by the instructions and recommendations given by the Villa Manager.

The Lessee is sole responsible for the use of the Services, including his/her stay in the House during the rent, and shall procure compliance of the obligations under the Agreement by the other people enjoying the rent.

The Lessee undertakes to fix any damage due to him/her or to people occupying the House during the rent. The Lessee shall subscribe the necessary insurances to cover the leasing risks (water, fire, cancelation). The Lessee certifies that he/she is covered by:

1. a comprehensive insurance to cover the water and fire risks
2. a liability insurance to cover the damages on the premises.
3. A copy of such insurance policies may be requested by AO HOUSE.
4. The Lessee acknowledges being, during the rent, the depository of the vehicle and, as such, fully responsible of the vehicle and of the consequences that may arise from its use. As such, the Lessee undertakes to execute a disclaimer to the benefit of AO HOUSE, prior to the entry in the House, of all the consequences arising from the use of the vehicle (road traffic offence, accident, damage to third party, etc.).

As depository of the vehicle, the Lessee undertakes to:

- Communicate the driving license and the identity papers of the vehicle's drivers, prior to its use and the arrival in the House.
- Refrain from altering or adding in the vehicle or its equipment;
- Refrain from using the vehicle in an illegal or inconsistent with its purpose manner;
- Carefully drive the vehicle, in compliance with the traffic regulation;
- Make every effort to prevent any degradation, theft or fraudulent embezzlement of the vehicle;
- Check the fluid levels and the tire pressure, in accordance with a normal use of the vehicle, and consider the warning lights on the dashboard.

In the event of loss, the Lessee shall notify the same without delay to AO HOUSE, including through the Villa Manager, and, in the event of theft or accident, to the relevant police or gendarmerie authorities.

5. The Lessee undertakes to use the Services in a strictly personal manner. The Lessee shall then refrain from giving, granting, or transferring all or part of his/her rights or obligations under the Agreement to any third party, in any manner whatsoever. The Lessee shall, in particular, refrain from sub-leasing all or part of the House or sharing the rent of the House.

### 2.7.2. AO HOUSE's Obligations

AO HOUSE, as owner and lessor, shall make its best efforts to ensure the Lessee's peaceful enjoyment of the rented premises.

AO HOUSE undertakes to provide the Services with diligence and workmanlike manner, it being specified that it is under an obligation of means, to the exclusion of any performance obligation. The Lessee recognizes and agrees to the above. Should the Lessee encounter a problem during the rent, it shall notify AO HOUSE. As such, any damage, defect, irregularity, or problem encountered by the Lessee on the House, its furniture and/or equipment shall be indicated in a claim upon its observation.

The claims shall be sent to the Villa Manager. Should the Lessee feel that the process of the claim by the Villa Manager did not lead to a satisfactory result, the Lessee may contact AO HOUSE at the details indicated in the Agreement's header, at the latest 14 (fourteen) days after the end of the rental period.

The Lessee shall bring all useful indications on the problem for which a claim has been made, in order to allow AO HOUSE to analyze such problem and to take all appropriate measure, in the delay AO HOUSE shall consider regarding the problem's nature. AO HOUSE shall notify such delay to the Lessee.

Could the problem not been solved, AO HOUSE may offer to the Lessee a Service equivalent to the Service that has not been performed, including the rehousing of the Lessee in another House with equivalent price and quality.

At the end of the rent, the Lessee may also assert his/her rights against AO HOUSE in case of breach of its contractual obligations, under the following process. Should the problems encountered by the Lessee have as direct consequence, the impossibility by the Lessee to occupy the House, or cause serious disturbance in the rent, the Lessee shall be entitled to terminate it, in the conditions indicated in article 2.10 related to the termination of the General Terms and Conditions of the rent agreement, and to claim the proportional reimbursement of the Services price.

## **2.8. Responsibility of the Parties**

### 2.8.1. Responsibility of AO HOUSE

Without prejudice of the provisions of article 2.8.2. below, AO HOUSE may not be held responsible for any damage due to:

- Any act or omission from the Lessee or any people occupying the House during the rent;
- Any act from a third party or external circumstances beyond AO HOUSE's control.

In any event, any responsibility likely to be incurred by AO HOUSE under the Services is expressly limited to the sole direct damages suffered by the Lessee, to the exclusion of any indirect prejudice, as loss of chance or loss of turn-over.

### 2.8.2. Force majeure

No party may be held responsible for a lack of performance of its contractual obligation if such default is due to any event beyond the control of the Parties and constituting a force majeure event as defined in article 1218 of the French Civil Code, i.e., any event unforeseeable and unavoidable as indicated by French case-law.

The prevented party shall notify the other party in the best delay and indicate the nature of the force majeure event. The Parties shall discuss to agree on the most appropriate means to compensate, if possible, the consequences of such force majeure event.

Should the force majeure event prevent or disrupt the House occupation by the Lessee, any party may terminate the rent, of full right, without any judicial formality, by sending a registered letter with acknowledgement of receipt, with immediate effect.

## **2.9. Authorization for dissemination of the Lessee's testimony**

During the rent, the Lessee authorizes AO HOUSE to use the testimonies published by the Lessee on the Site (below the "Testimonies") for the Services promotion, under the following process:

- The Lessee agrees for the Testimonies to be freely disseminated by AO HOUSE on the Site and on any other French or foreigner websites, issued by any company with whom AO HOUSE entered into agreement, for the sole purpose of the promotion of its activities and of the Services;
- The Lessee agrees for the Testimonies to be translated in any languages;
- The Lessee acknowledges and agrees that the Testimonies may be amended, including as regard their framing, their format and their colors, and in their qualities depending on the technical requirements of the Site ;
- The Lessee waives any claim against AO HOUSE for any payment, royalty, indemnification, or financial compensation for this reason.

## **2.10. Termination of the rent Agreement for breach**

Should any party fail to perform one of its contractual obligations under the rent Agreement, the other party may send a formal request, by registered letter with acknowledgement of receipt, to the defaulting party, to remedy the same in a 15 (fifteen days) delay.

If the default has not been remedied or if it is not possible to remedy it in such delay, the other party may terminate the rent of full right, without prejudice of any damages to be paid by the defaulting party.

# **3. GENERAL TERMS AND CONDITIONS OF THE SERVICES**

## **3.1. Object of the general terms and conditions of the services**

The general terms and conditions of the services govern the whole set of services provided by AO HOUSE to the Lessee within the frame of the rent of the House. They are independent from the Rent Agreement.

The General Terms and Conditions may be amended at any time. Thus, the relevant ones are the ones in force at the booking date of the premises by the Client.

## **3.2. Description of the Services**

### **3.2.1. The Services attached to the rent of the House**

#### **1. Para-hotelier services**

During all the rent of the House, AO HOUSE provides for para-hotelier Services, including:

- Daily continental breakfast
- Daily cleaning of the house (2/3 hours)
- Check-in & Check-out by the House Manager

The para-hotelier Service does not result in supplementary payment. It is included in the House booking price. Such benefits are performed under the Villa Manager's responsibility. Any request or claim related to this matter shall be directly sent to him/her.

- The Client is aware that any supplementary cleaning hour due to complementary work (at the good sense of the house manager) or to deterioration of the rented premises shall give rise to supplementary invoice at the end of the stay.

- Bedrooms setup (bed linens and towels) upon arrival – During the stay, on request, a change in the bed linens may be performed once by our teams without any supplementary fees. Any other request for change of bed linens or towels during the stay may give rise to supplementary invoice at the end of the stay.

## 2. Availability of a vehicle

For some Houses, AO HOUSE makes available for the Lessee a vehicle whose characteristics are described in the Appendix of the Agreement. The required conditions to use the vehicle are indicated in the Specific Terms and Conditions.

The Lessee shall deliver to the Villa Manager the valid identity papers and driving licenses of the people authorized to drive the vehicle, as indicated in the Specific Terms and Conditions.

The potential insurances benefiting to the Lessee for the use of the vehicle, and the potential warranties that the Lessee may subscribe, are described in the Appendix.

The Lessee acknowledges that the vehicle is delivered by AO HOUSE clean, with fuel tanks filled up and with no apparent harm, subject to those indicated in the Appendix or evidenced in the entry joint inventory. The Lessee shall be responsible of any default non indicated upon entry.

The Lessee is the sole responsible for the return of the vehicle in a condition consistent with the entry condition and shall pay to AO HOUSE the repair or restoration costs, if any.

### 3.2.2. Experiences

During all the rent, the Lessee may benefit from entertainments, trips, boat sailing, services of all kinds and any other services aimed to light up the Lessee's stay (below: the "Experiences").

The Lessee may select the Experiences of his/her choice on the Site, upon the booking request, or at any time during the rent, by booking them with the Villa Manager. In such second case, the price of the so subscribed Experiences shall be directly paid after their agreement on the platform STRIPE or added on the final invoice issued by AO HOUSE to the Lessee.

### 3.2.3. Conciergerie Service

Furthermore, during the stay, the Lessee may, through the Villa Manager, require a conciergerie service: the Lessee may order a set of "à la carte" products or services, prior to the stay. The orders may be sent up to the day prior the stay. Such services include among others:

- Organization of transfers from the train station, the airport;
- Availability of a head cook on site;
- Availability of a house staff.

According to the Client's wishes and needs, the Client may further require other products and/or services from the AO HOUSE's conciergerie service (Villa Manager).

Further, AO HOUSE may offer any other Service that it shall think fit, in the form and condition that it shall think the more appropriate.

## **3.3. Services order**

The Lessee shall receive information of the services offered with the premises within the frame of the booking process. The Lessee may also require supplementary services during the stay in the rented premises. The Lessee shall then discuss with the conciergerie service (Villa Manager) and indicate his/her requests in a reasonable delay allowing AO HOUSE, when possible, to fully satisfy the same.

AO HOUSE is under a best-endeavors obligation and not under a results obligation for such conciergerie service. AO HOUSE shall make its best efforts to obtain the provision of the requested services or products. Nevertheless, the availability depends on the providers and/or suppliers.

For any request, a written confirmation of the request by the Lessee may be necessary to deal with such request.



The AO HOUSE's conciergerie service shall deal with all reasonable requests. No abusive, illegal, fraudulent, or detrimental to AO HOUSE's or third parties' interests request will be considered.

### **3.4. Contractual Conditions**

The ordered products and services are governed by the contractual conditions of the provider/supplier, that are delivered on request. The Lessee is responsible for becoming aware of them.

### **3.5. Payment of the Services**

Within the frame of the set of provided services, AO HOUSE acts as a transparent intermediary in the name and for the account of the Lessee. This later grants to AO HOUSE a mandate to find the requested products and services from providers and suppliers. The products and services shall be invoiced to the Lessee on the basis of the rates indicated upon the order. A summary of the costs may be delivered upon request.

The provisions of the services and products ordered by the Lessee shall be paid upon order by MEWS PAYMENT by STRIPE or bank transfer either to AO HOUSE, that shall later pay the provider/supplier in the name and for the account of the Lessee, or, exceptionally, directly to the supplier provider. AO HOUSE may receive a compensation for its intermediation service, through a fee.

The final booking of the products and services is confirmed only upon their full payment.

### **3.6. No withdrawal right**

In accordance with article L.221-28 12° of the French consumption code, the consumer Lessee recognizes that he/she does not benefit from any withdrawal right on the distance agreements on the provision of transports of products, cars rental, catering or leisure activities that shall be rendered at a specific date or period.

Furthermore, the consumer Lessee agrees that, in accordance with article L.221-28-1°, the Lessee does not benefit from any withdrawal right on the provision of services or products fully performed before the end of the withdrawal delay of 14 (fifteen) days and whose performance began after prior express agreement and express renunciation to his/her withdrawal right.

In the event of booking during the stay of services other than those indicated in article L.221-28 12°, the Lessee shall confirm his/her renunciation to his/her withdrawal right to benefit from the services or products.

As a consequence, the Client does not benefit from any withdrawal right once the provision of the booked services or products has been confirmed by AO HOUSE.

Should the lessee act as professional, it does not benefit from any withdrawal right.

### **3.5. Claim**

The Lessee benefits from a 48 hours delay from the performance of the services or product provision to notify AO HOUSE any claim, if any, on the right performance of the provision.

AO HOUSE undertakes, to the maximum possible extent, to make its best efforts to help the Lessee to find a solution with the provider or supplier. Beyond this deadline, no claim may be made by the Lessee to AOHOUSE.

### **3.6. AO HOUSE's responsibility**

The services provided by AO HOUSE, are intermediation services. AO HOUSE acts as intermediary between the Lessee and the providers and suppliers. As such, AO HOUSE may not be held responsible for the poor performance or non-performance of the provision by the providers / suppliers. Those later are the sole responsible of the products and services that they deliver.



AO HOUSE is solely responsible of the quality of the intermediation service itself and its responsibility may not be engaged in the event of a total or partial failure of performance due to a force majeure event, to a default of the Lessee or of the provider/supplier or to any other event exterior to AO HOUSE.

#### **4. APPLICABLE LAW AND DISPUTES SETTLEMENT**

The General Terms and Conditions are governed by French Law. Subject to exceptions indicated in the Agreement, French courts are exclusively competent.

##### **4.1. Disputes settlement between AO HOUSE and a consumer Lessee (individual)**

In the event of a dispute between AO HOUSE and a consumer Lessee, this later may refer to the Clients Service: Mr. Victor THOVISTE

- By email: [victor@summit-m.fr](mailto:victor@summit-m.fr)

- By post mail: 322 rue de l'Essert 74310 Les Houches, France

Should the dispute not be settled, the Lessee shall benefit from the right to freely refer to a consumption mediator, to seek an amicable settlement. The Lessee may refer for such purpose the following mediator: Mr Denis ESCARNOT - [denis.ecarnot@conciliateurdejustice.fr](mailto:denis.ecarnot@conciliateurdejustice.fr). Mediator for Annecy Justice Court.

If no amicable settlement is found within 2 (two) months from the first notification send by a party to the other party related to the relevant dispute, or if the dispute remains after intervention of the consumption mediator, the dispute shall be submitted to the Annecy commercial court.

##### **4.2. Disputes settlement between AO HOUSE and a professional Lessee (corporate body)**

In the event of a dispute between the professional Lessee and AO HOUSE, they shall make their best efforts to amicably settle their dispute. Failing which in a 1 month delay, the parties may refer the dispute to the Annecy commercial court.