

TERMS & CONDITIONS OF USE AND SERVICE

MY FRENCH MOUNTAIN TRIP

These terms and conditions of use (hereinafter "**T&Cs**") govern without limitation or reservation the relations between ESF+ (hereinafter "**ESF+**"), a "simplified single shareholder company" (société par actions simplifiée unipersonnelle (SASU)), with share capital of 20,000 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 Mitailles, 38240 MEYLAN, and all the users of the "French Mountain Trip" website (hereinafter the "**User(s)**").

These T&Cs are intended to govern the conditions of use of the website accessible from the URL: <https://www.mon-sejour-en-montagne.com/> (hereinafter the "**Website**").

For any questions concerning the T&Cs, Users can contact My French Mountain Trip assistance by clicking on the following link:

<https://www.mon-sejour-en-montagne.com/contactez-nous>

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 Website 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 online ordering procedure.

The T&Cs can be consulted and printed at any time using the direct link on the homepage of the Website. These 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: SERVICE

2.1. Main characteristics of the service

ESF+ has developed an online platform whose main activity is to aggregate commercial offerings from partners (hereinafter the "**Partners**"), in order to pool the offerings of the mountain tourism sector and thereby improve access to an extended range of services for Users.

The Website presents to Users the commercial offerings of the Partners according to the selected mountain holiday destination, and comprising in particular:

- Ski lesson bookings
- Ski pass bookings

- Equipment hire
- Accommodation services
- Transport 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.

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

ARTICLE 3: TOURISM PROFESSIONAL

ESF+ is a tourism professional registered with ATOUT France with the number: IM03819000

ARTICLE 4: LINKED TRAVEL ARRANGEMENTS

4.1 Intermediary capacity

Concerning the offerings proposed by the Partners on the Website, ESF+ acts exclusively as an independent technical intermediary supplying an aggregation platform and does not itself create, sell, resell, supply, control, manage or propose any commercial offerings.

As such, ESF+ shall under no circumstances 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 Partners are therefore solely responsible for their advertising and the services proposed. When Users make an online order via the Website, they conclude a contract directly with the selected Partner(s).

ESF+ 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.

4.2 Cover in the event of ESF+ insolvency

In the event of ESF+ proposing service offerings directly to Users, it does so in its own name and on its own behalf according to the terms and conditions detailed in the offering concerned.

ESF+ disposes, as required by European Union law, of protection for reimbursing sums disbursed by Users for services that could not be executed due to its insolvency. Please note that this protection does not apply to contracts concluded with parties other than ESF+ and which can be executed despite the insolvency of ESF+.

ESF+ has taken out a financial guarantee 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.

Travellers can contact these entities if they are refused services on account of the insolvency of ESF+.

ARTICLE 5: ONLINE BOOKING AND ORDERING PROCEDURE

5.1 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 truthfulness and accuracy of the information provided.

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

5.2 Choosing and ordering commercial offerings

Users can order online, from the Website, one or more commercial offerings proposed by the Partners.

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

- ✓ Users are asked to select their destination location.
- ✓ Depending on the User choice, the Website communicates the various commercial offerings available from its Partners for the destination location: ski lessons and/or pass and/or equipment hire and/or accommodation.

- ✓ 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 online 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.

5.3. Prices of commercial offerings

Prices of the commercial offerings are freely set by the Partners.

Prices are expressed in euros (€).

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

ARTICLE 6: ONLINE BOOKING PAYMENT

Confirmation of a Website order entails its payment online by the methods specified by the Partner(s) concerned, notably by bank card (*Visa, MasterCard, American Express, e-Carte Bleue*).

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.

Online payment is made via a payment service provider (PSP), S-MONEY, 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), and subsidiary of the BPCE Group. For further information go to: www.s-money.fr
ESF+ cannot be held liable for the functioning of the online payment service.

ARTICLE 7: CANCELLATION INSURANCE

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

ESF+ proposes that Users ordering on the Site subscribe to a "trip cancellation and interruption" insurance contract according to the terms and conditions stated in the

offering. To this end, Users can choose the option to subscribe to an insurance policy covering the risks detailed in the offering, with EUROP ASSISTANCE, via ESF+, an insurance intermediary registered with ORIAS with the number [07029463], 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 8: RIGHT OF WITHDRAWAL

In accordance with 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 Users may subscribe, for the contract concluded with EUROP ASSISTANCE, and involving equipment hire services, Users have a cooling-off period (withdrawal deadline) of 14 (fourteen) completed 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 9: LIABILITY

9.1. For the use of the Website

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

ESF+ cannot be held liable for any malfunctions, anomalies, errors or bugs of whatsoever kind, making the use of the Website totally or partially impossible.

ESF+ 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.

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

9.2. For the commercial offerings

ESF+ 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 directly the Partner(s) concerned.

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.

ESF+ 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 10: CONFIDENTIALITY POLICY

10.1. Personal data – Information Technology and Civil Liberties

10.1.1 Personal data

From the "French Mountain Trip" platform ESF+ collects the personal data of Users, gathered for the bookings made with the various commercial partners.

10.1.2 Personal data processing controllers

ESF+ and the commercial Partners concerned by the booking are jointly responsible for the processing of the Personal Data collected on the Platform.

ESF+ and its commercial Partners undertake, each for its part, to ensure that the 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.

10.1.3 Nature of Personal Data

The Personal Data collected and processed by ESF+ from the "French Mountain Trip" Platform 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

10.1.4 Purposes of processing

The Personal Data gathered in the use of the "My French Mountain Trip" Platform are subject to processing by ESF+ with the objective of achieving the following purposes:

- Generating statistics
- Measuring the frequentation of the "My French Mountain Trip" Platform
- Managing the customer experience (CRM - "Customer Relationship Management")

10.1.5 Recipients of Personal Data

The Recipients of Users' personal data will be:

- ESF+
- SNMSF for the purposes of CRM (ESF+ being a wholly-owned subsidiary of SNMSF)
- VALRAISO (web e-commerce agency, publisher and host of the Website)
- Q3 ADVOCACY (agency specialised in the collection of customer opinions)
- In the event of a booking, the commercial Partner and the PSP, S-MONEY

ESF+ 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 S-MONEY will only be accessible to the latter, which shall be the sole recipient and shall bear sole responsibility for the implementation of its contractual obligations.

10.1.6 Processing

Where processing is to be carried out on behalf of ESF+, ESF+ undertakes to obtain the prior written and specific authorisation of Users and ensure that the subsequent processor 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.

10.1.7 Users' right to object, access, rectification and erasure

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

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

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

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

These 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 anonymous and globalised form.

10.1.8 Security

The data collected in the use of the "French Mountain Trip" Platform are strictly confidential.

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

10.1.9 Conservation duration

The Personal Data collected by ESF+ are conserved for the period of implementation of the Service, then archived for 10 years.

At the end of the aforementioned period, ESF+ undertakes to render the Personal Data of Users anonymous and globalised.

10.1.10 Complaints

For any complaints concerning the processing of your personal data, please contact the ESF+ 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.

10.2. Cookies policy

To collect information on how Users frequent its Website, ESF+ has access solely to an analytics service provided by Google Inc.: Google Analytics.

Google Analytics uses its own cookies to analyse site use on behalf of the site operator. The information generated is transmitted to Google. It is then used for the purposes of compiling statistical reports for measuring and analysing the number of visits to the site and its pages, the average time spent on the site, and the pages consulted.

For all additional information concerning Google Analytics, please refer to the Confidentiality Policy of Google Inc:

<https://policies.google.com/privacy?hl=fr>

ARTICLE 11: 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 ESF+ 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.

Any use, commercial or otherwise, in particular any downloading, copy, reproduction, distribution, transmission, broadcasting, adaptation, translation or representation, in whole or in part, of the website or of any of its component elements by any current or future means on any current or future medium without the prior written consent of ESF+ is prohibited and may give rise to prosecution, particularly but not exclusively with regard to counterfeiting, unfair competition and/or free-riding, as punishable by law.

The designation: "My French Mountain Trip: trust people that know" is a registered trademark in UK and on the territory of the European Union..

Unless expressly authorised in advance by ESF+, any illicit use of a sign identical or similar to this trademark and to any other trademarks to be found on the Website, belonging to ESF+ or to third parties, may lead to prosecution.

ARTICLE 12: 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 13: 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 14: DISPUTES

14.1. 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 ESF+ 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.

14.2. Mediation

ESF+ 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 Mediation, whose contact and procedural details may be found on the site: www.mtv.travel

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 15: 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