

Last update : 02/2021

Dear Travellers, we invite you to read these Terms and Conditions of Sale and Use of the Service carefully as they contain important information about your rights and obligations.

By accessing or using the MEMORABLE PLACE internet platform, you declare that you have read the terms and conditions of the service and fully agree to be bound by these Terms of Sale and Use of the service and comply with it (the "Conditions").

Any booking entails full and unqualified adherence to these Terms.

ARTICLE 1 Introduction - Terms and Conditions

The term "MEMORABLE PLACE" refers to the company "MEMORABLE PLACE", a simplified share company with a capital of 50,000 euros, whose head office is seated 33 rue Saint Simon – 69009 – Lyon – France, registered in the Register of Trade and Companies of LYON- France.

MEMORABLE PLACE's main activity is the rental management of real estate and acts as an agent for the owners of the property. As an accessory, MEMORABLE PLACE acts as an agent of providers who can provide its customers (the "Traveller") at the request of the latter, various para-hotel services.

MEMORABLE PLACE's mission is to allow the Voyageur to travel in complete serenity by offering them to stay for a short time in furnished and functional accommodations duly selected in order to ensure a comfortable stay, "as at home".

These Terms constitute a legally binding agreement that binds the Traveller to the company MEMORABLE PLACE and governs the traveller's access to the MEMORABLE PLACE site and its use of this site, including its sub-domains and applications for mobile, tablets and smartphones and application program interfaces, as well as all associated services (hereafter the "MP Platform").

These Terms are likely to evolve and be modified on an ad hoc basis by MEMORABLE PLACE. In this case, the applicable terms will be those in effect on the date of the booking made by the Traveller.

ARTICLE 2 Definition and scope of service

2.1 Overnight booking

The MP Platform is a website listing rental offers for short-term furnished vehicles that MEMORABLE PLACE has managed rental property on behalf of their owners.

The MP Platform allows the Traveller to view, search or compare the various online ads and nights available for each short-lived furnished. Each advertisement for a short-term furnished package includes a description of the property and its facilities as well as all the conditions of residence and the

display of a calendar of different availability and rates. The ads are written and published directly by MEMORABLE PLACE.

The MP Platform allows the Traveller to book one or more nights directly online by credit card payment. When the Traveller reserves one or more nights on the MP Platform, a contract is formed between the Operator and the company MEMORABLE PLACE, acting as the Agent of the owner of the short-lived furnished concerned.

The company MEMORABLE PLACE makes its best efforts to ensure that the description of each advertisement is complied with in relation to the situation and the equipment of each short-lived furnished, expressly understood that no liability can be sought against the company MEMORABLE PLACE for any difference or inaccuracy regarding the announcement on the PLATFORM MP and the well-furnished (condition of equipment and consumables, equipment, missing equipment, decorations, etc...). MEMORABLE PLACE strives to provide a quality service but cannot guarantee the accuracy, accuracy or completeness of the information and cannot be held responsible for any errors or interruptions of service (technical failure, repair, update, improvement or maintenance...), any inaccurate, misleading or erroneous information or any lack of information.

The use of the MP Platform is available for private and non-commercial use. It is forbidden to resell, use, copy, monitor, display, download, reproduce or link to any content or information, reservations available on the MP Platform as part of a commercial or competitive activity or objective.

2.2 Extra-hotel services

MEMORABLE PLACE also works as an ancillary agent of para-hotel services.

As such, MEMORABLE PLACE offers the Traveller booking one or more nights on the MP Platform various para-hotel services (house linen, breakfast service...) made by providers selected by MEMORABLE PLACE.

MEMORABLE PLACE does not directly provide or perform any para-hotel services. THE activity of MEMORABLE PLACE is limited to an agent's activity consisting of the relationship of the interested Traveller and the recipients, the latter performing these services under their sole responsibility, without the liability of MEMORABLE PLACE can be sought in case of non-performance or poor performance of the benefits.

When the Traveller selects one or more para-hotel services, a contract is formed between the Traveller and the provider performing the para-hotel services.

ARTICLE 3 Booking and payment

3.1 Booking and payment on the MP Platform

Booking and payment for overnight stays can be made directly on the MP Platform following the booking procedure listed online.

One or more extra-hotel services can also be purchased by the user during the online booking procedure.

All applicable fees, including the price per night and if applicable per selected para-hotel service, possible security deposit and applicable taxes, are indicated at the time of booking and before payment.

The booking is validated by the payment of the Operator, subject to good cash by MEMORABLE PLACE. A confirmation email is automatically sent to the Operator once the payment has been made.

3.2 Booking by email and payment

The booking of overnight stays can be made by sending an email to the address booking@memorable.place.

The booking email should include all the indications necessary to process the application (duration, dates, etc.). One or more extra-hotel services can also be purchased during the email booking procedure.

MEMORABLE PLACE will check the availability of the furnished subject of the booking request and will indicate by email return a confirmation as to the availability or not of the property. In case of availability, MEMORABLE PLACE will indicate by return of email the bank identity statement on which the amount of the booking price, including all taxes, must be paid by bank transfer. Payment may also be made by cheque.

Upon receipt of the payment of the booking price and subject to good cash, MEMORABLE PLACE will communicate to the Traveller a confirmation of an order worth final booking.

3.3 Deposit

Deposits exist to cover accidents that occur during your stay, such as, for example, wine spilled on a carpet, a broken window or an unreturned key. The amount of the precautionary deposit is indicated on each rental property.

The deposit is managed by our banking partner Stripe (www.stripe.com) and must be secured by imprint of your credit card before your arrival for stays of less than 7 days or by debit for stays of 7 days and more.

Failure to comply with the internal regulations resulting in higher cleaning costs or repair costs immediately entails the debit of all or part of the deposit.

Conditions for collecting all or part of the deposit *

Organization of a party or nighttime noise signaled by the surveillance system or by a call to the police: deduction of the entire deposit

Non-compliance with the smoking ban inside the rental: 150 €

Damage / breakage: cost of replacement or restoration on invoice

Use of additional linen set: 18 € / set

Stained laundry that cannot be reused (blood, fat, wine, etc.): € 15 / laundry

Late checkout until 1 p.m.: € 20

Late checkout after 1 p.m.: cost of an additional night

Dishes not made: 15 €

Additional abnormal cleaning: 25 € / hour

Forgotten keys inside or kept by mistake without the intervention of a locksmith: 68 €

Forgotten keys inside with intervention of a locksmith: 200 €

* non-exhaustive list - cost of replacement or restoration on invoice

ARTICLE 4 Change and Cancellation

Any booking is final and cannot be changed by the Traveller.

In case of cancellation of the booking by the Traveller, for any reason, no refund of the price will take place.

In case of cancellation by MEMORABLE PLACE, for any reason, the customer will be refunded the full amount of the booking.

ARTICLE 5 Traveller's Responsibility

The Traveller will stay in the rented property under his sole responsibility, MEMORABLE PLACE cannot be held responsible for any damage, whatever its origin, that the Traveller might suffer during his stay.

The Traveller is required to return the rented property (including personal belongings or other property within it) in the state in which he found it upon arrival. The Traveller is solely responsible for his actions and omissions as well as those of anyone who would stay with him or be invited by him to enter the property.

In addition, and in general, the Traveller will comply with all the laws, rules, regulations and obligations that would apply to him during his stay in the rented property.

The Traveller, in the context of its use of the MP Platform and/or the services offered by MEMORABLE PLACE, expressly prohibits itself from:

- violating or circumventing any applicable laws or regulations, agreements with third parties, third-party rights, or these Terms;
- use the MP Platform or its content for commercial or other purposes that are not expressly authorized by these Terms, or in a manner that wrongly suggests an endorsement of MEMORABLE PLACE, the existence of a partnership with MEMORABLE PLACE, or in any other way misleading the Traveller's links with MEMORABLE PLACE;
- reproduce, store, access or use in any way information, including personal or confidential information about property for which MEMORABLE PLACE has rental management, or by infringing on the privacy rights of owners of said property or third parties;
- offer, as a Traveller staying in a rented property, accommodation to any third party, even for free;

- contact directly with owners of property that MEMORABLE PLACE has rental management, including, without limitation, to recruit or solicit an owner to participate in third-party services, applications or websites without the prior written permission of MEMORABLE PLACE;
- Use the MP Platform to request, make or accept a reservation outside the MP Platform for any reason;
- Request, accept or make payment for the price displayed outside the MP Platform or without going through MEMORABLE PLACE;
- discriminate or harass any person on the basis of ethnic or national origin, religion, sex, gender identity, physical or mental disability, health, marital status, age or sexual orientation, or engage in any violent, dangerous, abusive or disruptive behaviour;
- use, display or copy (including "framing") the MP Platform or its content, or any individual item on the MP Platform, the name MEMORABLE PLACE, any brand, logo or other information owned by MEMORABLE PLACE, or the design of any page or form appearing on a page of the MP Platform, without the express consent written of MEMORABLE PLACE
- dilute, tarnish or otherwise harm the MEMORABLE PLACE mark in any way, including the unauthorized use of any apartment content at MEMORABLEPLACE, registration and/or use of the word MEMORABLE PLACE or derivative terms in domain names, trade names, trademarks or other source identifiers, or the registration and/or use of domain names, trade names, trademarks or other source identifiers that closely mimic or are similar in such a way as to confuse domain names, brands, slogans, advertising campaigns or CONTENT of MEMORABLE PLACE;
- Use robots, spiders, crawlers, scrapers or other automatic means or processes to access the MP Platform, retrieve data or other content from the MP Platform, or interact with the MP Platform for any other purpose;
- Avoid, hijack, remove, disable, damage, decode, or otherwise attempt to circumvent any technological measures put in place by MEMORABLE PLACE or any user/provider of MEMORABLE PLACE or any other third party in order to protect the MEMORABLE PLACE Platform;
- Attempt to decipher, decompile, disassemble or retro-design any software used to provide the MP Platform;
- Take any action that disturbs or harms, or could disrupt or impair the performance or proper functioning of the MP Platform;
- violate or infringe the rights of others or harm anyone.

ARTICLE 6 Responsibility for MEMORABLE PLACE

MEMORABLE PLACE may be held liable under the applicable legal provisions in cases of intentional and serious misconduct committed by the company, legal representatives, directors or agents. This also applies to the presumption of guarantees or any other objective liability or in the event of a wrongful injury to life, physical integrity and/or health.

The liability of MEMORABLE PLACE is incurred in cases of breaches of essential contractual obligations, committed by the company, legal representatives, directors or agents; this liability is limited to the typical foreseeable damages that may occur.

Essential contractual obligations are obligations of MEMORABLE PLACE which the Traveller expects to be properly executed and on which he must be able to count for the proper performance of the contract.

Any other liability of MEMORABLE PLACE is excluded.

ARTICLE 7 Force majeure

MEMORABLE PLACE's performance of its obligations under these Terms will be suspended in the event of a fortuitous or force majeure case that would make it impossible to execute.

Force majeure refers to any event outside the games with an unpredictable and insurmountable character. This is particularly the case in the event of a strike, insurrection, riot, prohibitions imposed by the government or public authorities.

In the event of force majeure making it impossible to carry out its obligations, MEMORABLE PLACE will be able to make the refund of reservations made by the Traveller, on the understanding that the Traveller alone will bear the additional costs that could be incurred to allow the continuation of his journey.

ARTICLE 8 Compensation

Within the limits permitted by applicable law, the Traveller agrees to unload, defend (if MEMORABLE PLACE wishes), compensate and release MEMORABLE PLACE, its affiliates and subsidiaries, as well as their officers, directors, employees and agents, from any liability, liability, damage, loss and expense, including, without limitation, reasonable legal and accounting costs arising from or related in any way (i) to non-compliance with these Terms, (ii) to any inappropriate use of the MEMORABLE PLACE Platform or THE services of MEMORABLE PLACE, (iii) to any interaction with any owner of a property, without limitation, any harm, loss or damage (compensatory, direct, incidental, immaterial or otherwise) of any kind related to or resulting from this interaction or stay, (iv) to any violation of any law, regulation or right of third parties.

This obligation to compensate applies only if and to the extent that claims, liabilities, damages, losses and expenses have been sufficiently caused by your breach of a contractual obligation.

ARTICLE 9 Policy

In accordance with Act 78-17 of January 6, 1978 as amended by Law No. 2018-493 of June 20, 2018, the Traveller expressly authorizes MEMORABLE PLACE to use the information transmitted by the latter in connection with the use of the MP Platform and more generally in the context of any booking with MEMORABLE PLACE, for the purposes of carrying out services offered by MEMORABLE PLACE.

MEMORABLE PLACE expressly undertakes to make use of the information transmitted only in the course of its activities and therefore prohibits any other use of this data. In particular, MEMORABLE PLACE will not be able, without prior and express agreement of the Traveller, to transmit such information to third parties for any purpose other than the realization of the services provided by MEMORABLE PLACE, being specified that by exception to the above, MEMORABLE PLACE is authorized to transmit the information that would be necessary for the realization of para-hotel services by third parties.

The Traveller has, at all times, a right of access and rectification with memorablePLACE by simple mail.

In any event, at the end of the Traveller's stay or in the event of cancellation of the Traveller, MEMORABLE PLACE undertakes to immediately cease all use of the data transmitted in connection with the Booking of the Traveller and undertakes outright to remove any advertisement, advertisement and/or public reference mentioning the data transmitted by the Traveller.

MEMORABLE PLACE also undertakes not to keep any personal data of the Traveller in its files beyond a period of five (5) years following the term or cancellation of the Traveller's stay.

ARTICLE 10 Correspondences, complaints and communications

By using the MP Platform and subscribing to THE services of MEMORABLE PLACE, the Traveller agrees to receive emails from MEMORABLE PLACE concerning:

- Confirmation of your booking
- practical information about his stay (timetables, recovery of the keys to the property etc.);
- relevant offers related to his stay, including offers from MEMORABLE PLACE providers;
- assessment of his stay at the end of the stay.

The Traveller can opt out of the MEMORABLE PLACE mailing list at any time.

MEMORABLE PLACE is liable for any correspondence or communication in the event of an error in the email address provided by the Traveller when booking.

Any complaint or complaint against MEMORABLE PLACE must be submitted by email by the Traveller within thirty (30) days of the end of his stay.

Any complaint or claim submitted to MEMORABLE PLACE after this thirty-day period may be dismissed and the Traveller will no longer be entitled to compensation/compensation.

ARTICLE 11 Remarks

In order to improve its services, MEMORABLE PLACE invites and encourages users to share their comments, comments and suggestions ("Notes").

Notes can be addressed by email, in the "Contact" section of the MP Platform, or by any other means of communication. No Notes transmitted are considered confidential or private. By submitting Notes, users grant MEMORABLE PLACE a non-exclusive, global, rights-free, irrevocable, perpetual and sublicensing license to use and publish these ideas and materials for any purpose, without any compensation to them.

ARTICLE 12 Intellectual property rights

Unless otherwise stated, the software required for THE services of MEMORABLE PLACE or made available on the MP Platform, as well as the intellectual property rights (including copyright) of the contents, information and materials of the MP Platform, are the exclusive property of MEMORABLE PLACE, its constituents or its providers.

MEMORABLE PLACE remains the sole owner of all rights, titles and interests (relating to all intellectual property rights) of the MP Platform (including its presentation and infrastructure) on which the service is available (including customer feedback). Therefore, the Traveller is not allowed to copy, create links (hyper or deep) to any content, publish, promote, market, integrate or otherwise use any content (including customer comments) or the brand MEMORABLE PLACE without formal written prior authorization from MEMORABLE PLACE.

To the extent that it would be used (part or all) of the content of MEMORABLE PLACE (including customer comments) or would be held intellectual property rights on the MP Platform, content (translated) or customer comments, the Traveller will have to cede and transfer all these rights to MEMORABLE PLACE.

Any illegal use or action mentioned above will constitute a substantial violation of MEMORABLE PLACE's intellectual property rights (copyright and copyright on the database included).

ARTICLE 13 Law applicable and competent jurisdiction

These Terms are governed and interpreted in accordance with French law.

If you act as a consumer and if the mandatory legal consumer protection regulations in your country of residence contain provisions that are more advantageous to you, these provisions apply regardless of the choice of French law. As a consumer, you can take legal action in relation to these Terms before the competent court of your place of residence or the competent court of the place of establishment of MEMORABLE PLACE in France.

If MEMORABLE PLACE wishes to assert any of its rights against you, as a consumer, it can only do so in the courts of the jurisdiction on which you depend.

If you act as a legal entity, you accept the exclusive jurisdiction of the French courts.

ARTICLE 14 General provisions

These Terms, as well as any additional conditions, policies, rules or standards that complement them, constitute the entire agreement between MEMORABLE PLACE and the Traveller regarding the purpose of these, and replace all previous agreements and agreements, verbal or written, between MEMORABLE PLACE and the Voyageur regarding the services offered by MEMORABLE PLACE and access to the MP Platform and its use.

No joint venture, partnership or employer-employee or principal-agent relationship exists between the traveller and MEMORABLE PLACE as a result of this contrat or these of the MP Platform.

These Terms do not confer and are not intended to confer rights or recourse on any person other than the parties.

If any of the terms of these Terms are declared invalid, null or void, the clause will be annulled without its cancellation affecting the validity and applicability of the remaining clauses.

The fact that MEMORABLE PLACE does not require compliance with a right recognized by these Terms or a clause in these Terms cannot constitute a waiver of that right or clause, unless MEMORABLE PLACE recognizes and accepts it in writing.

Unless expressly stated to the contrary of these Terms, the exercise by either party of any recourse to its disposal under these Terms will be without prejudice to the other remedies available to it under these Terms or the Law.

The Traveller may not cede, transfer or delegate the present contrat, its rights and obligations under these without the prior written agreement of MEMORABLE PLACE.

Unless otherwise stated, all notifications or other communications authorized or requested here, shall be made electronically and delivered by e-mail.

If you have any questions about these Terms, the Traveller can contact MEMORABLE PLACE by email (booking@memorable.place).

Terms translated from French version accessible here:
http://pdf.memorable.place/mp/cgv/CGV_MEMORABLE_PLACE_210218.pdf
In case of any doubt, French version prevails