

GENERAL TERMS AND CONDITIONS OF SALE

1. PREAMBLE

1. ACCOR SA (hereinafter referred to as "ACCOR") operates the website www.thalassa.com, a reservation site for spa therapy programs with or without accommodation at the Accor Group's Thalassa sea & spa properties.
2. The site enables users to reserve hotels belonging to the different brands of the Accor Group which offer spa therapy programs.
3. The Client declares that he or she has obtained from Accor all the necessary information.
4. Any reservation made via the website www.thalassa.com for a service implies the consultation and full and unreserved acceptance of these general terms and conditions and the sales conditions for the rate booked.
5. The Client agrees to these general conditions and the sales conditions for the rate booked at the time of reservation; no reservation is possible without this agreement.
6. The Client has the right to save and print these general sales conditions by using the standard functions of his or her browser or computer.
7. The site provides the following information:
 - the legal notice enabling precise identification of ACCOR and stating its corporate name, the address where it is established, its email address, its telephone number, its head office, whether or not it is liable to value-added tax and identified by an individual number, its individual identification number, whether or not its activity is subjected to a system of authorization, the name and address of the authority having delivered such authorization, whether or not it is a member of a regulated trade, reference to applicable trade rules, its professional title, the member State in which it has been granted and the name of the order or trade organization with which it is registered and, if different, the address of the establishment responsible for the offering
 - the essential characteristics of the proposed services (hotel fact sheets and descriptions of the treatment programs may be consulted during the reservation process depending on the hotel selected).
 - the prices
 - payment procedures
 - the absence of a right of withdrawal.
 - the general sales conditions.
 - the length of time for which the offer and prices are valid
 - the minimum term of the proposed contract, if applicable.
8. The Client, prior to booking the services, declares that the reservation of these services is for his or her own personal needs.
9. As a consumer, the Client has certain specific rights which would be challenged in the event that the reserved services are not for his or her own personal purposes.
10. The Client acknowledges that he or she is perfectly aware of the fact that his or her agreement with the content of the general sales conditions does not require the handwritten signature of these documents but results from the simple act of making a reservation.
11. The Client has the right to save or to print these general sales conditions by using the standard functions of his or her browser or computer.
12. All information is presented in French.

13. The Client declares he or she has full legal capacity to enter into a commitment under these general terms and conditions.

2. DEFINITIONS

The terms listed below which are used in this document are defined as follows:

"Client": a physical person acting on his or her own personal behalf.

"Confirmation of reservation": an email sent by ACCOR to the consumer after payment of a deposit made online, summarizing the reservation made by the client and confirming reception thereof by ACCOR.

"Email": any message, in text, voice, sound or image format, sent via a public communication network and stored on a network server or in the workstation equipment of the recipient until retrieved by said recipient.

"Reservation": an act through which the Client reserves services.

"Services": reservation of hotel rooms, meals and/or spa therapy programs whose essential characteristics are presented in the catalogue and on the website www.thalassa.com.

"Website": an electronic service operated by ACCOR on the Internet and accessible via the address www.thalassa.com.

"Therapy programs": a set of fitness services that may focus on various areas, such as health, slimness, stress, beauty, mother & baby, etc.

3. SUBJECT

1. These general conditions define the rights and obligations of parties in the context of the sale and/or the remote reservation via electronic means of thalassotherapy services proposed by ACCOR on its website www.thalassa.com.

2. They govern all the steps required for placing a reservation and for tracking a reservation between the contracting parties.

3. The Client acknowledges that he or she has read and accepted the present general terms and conditions accessible via the link www.thalassa.com.

4. TERM

1. The present special conditions shall apply for as long as the services offered by ACCOR on the website www.thalassa.com remain available.

2. ACCOR reserves the right to temporarily or permanently shut down the website www.thalassa.com or its online reservation pages without prior notice or indemnity.

3. ACCOR shall not be liable for any damage of any kind whatsoever that may arise from these changes and/or from the temporary unavailability or indeed the permanent shutdown of all or part of the website or associated services, such as the online sales pages.

4. ACCOR may amend or add to these general conditions of online sales at any time. In this case, the new version of the general terms and conditions for online sales will be published online by ACCOR, at which time the new version of the general sales conditions for online sales will automatically apply for all Clients.

5. RESERVATION

1. The Client chooses the services presented on the site on the day he or she places the reservation.

2. The Client acknowledges that he or she is fully informed of the nature, the destination, and the reservation procedures of all the available services and has requested and obtained all necessary and/or supplementary information for placing a reservation with full knowledge of the facts.

3. The Client is solely responsible for his or her choice of services and their suitability as to his or her needs, such that ACCOR cannot be held responsible in this respect.

4. The reservation is deemed accepted by the Client at the end of the reservation process.

6. MAKING THE RESERVATION

1. For every reservation made on the website www.thalassa.com, the Client completes the online reservation form and provides his or her credit card number.

2. The Client has the choice between making an online deposit payment of the sum representing 30% of the total amount including tax of the services reserved or making an online payment of the full amount including tax of the services reserved. The reservation is deemed to be created when payment is made online either of the deposit representing 30% of the total amount including tax of the price of the services reserved or of the full sum including tax of the services reserved.

3. For the reservation of a promotional "Early Booking" stay which is non modifiable, non exchangeable, and non refundable, the reservation is deemed to be created when payment is made online of the full amount including taxes of the services reserved. This Early Booking offer is solely valid subject to availability at the establishment. This Early Booking offer can be reserved only with the online payment of the full amount including taxes of the services reserved.

4. If the Client fails to make a deposit payment, the establishment will not confirm the reservation and will not guarantee the availability of the services and it cannot be held responsible in this respect.

5. Prior to making any reservation, the Client agrees to complete the information requested on the order form.

6. The Client attests to the truthfulness and the accuracy of the information he or she provides.

7. The booking procedure comprises the following steps in particular:

- a. Step 1: search for services per type of therapy program or by destination
- b. Step 2: search for a hotel, choice of the therapy program and choice of rate
- c. Step 3: selection, if applicable, of one or more additional services
- d. Step 4: verification of the reservation details, the total price and correction of any errors.
- e. Step 5: provision by the Client of his or her contact details,
- f. Step 6: consultation and acceptance of the general sales conditions of the reserved rate
- g. Step 7: online payment
- h. Step 8: validation of the reservation by the Client.

In the case where it appears that the information provided by the Client is incorrect, the establishment may refuse the Client and may be led to seek damages.

7. CONFIRMATION OF THE RESERVATION

1. A confirmation of the reservation request is automatically sent to the Client at the email address he or she has given after the reservation has been validated.

2. The email confirmation of the reservation summarizes the services ordered, the prices, the sales conditions relative to the selected rate accepted by the Client when he or she has booked through the Early Booking offer, the link to the general sales conditions, and information relative to the after-sales service and sales guarantees, and indicates the address of the establishment selling the service with which the client may file any complaints.

3. For any question relative to his or her reservation, the Client may contact the hotel concerned directly or the Thalassa sea & spa customer service at +33 (0)1 46 62 45 44 or by email at thalassa@accor.com.

8. PRICES

1. Thalassotherapy programs (with or without accommodation) include 2, 3, 4 or 5 treatments a day, depending on the type of program (performed alternately in the morning one day and in the afternoon the next day, unless otherwise stated), free access to certain activities at the center and/or the hotel

and the providing of bathrobes and towels at the institute, subject to availability. For services including accommodation and therapy program with breakfast, half-board or full board, meals and therapy days that are not used will not be refunded.

2. Prices relating to the reservation of services are given on the website and on the confirmation email.

3. Prices are shown in euros, include VAT and are valid only for the period stated on the website and on the confirmation email.

The tourist tax, shown for each rate, is to be paid directly to the hotel on site.

Rates may be increased by different taxes depending on the city or country. The Client agrees to pay such taxes without protest.

4. Product prices do not include Internet access fees, which are at the client's own expense.

5. The non-participant rate is valid only for people sharing the same room as a therapy client. Non-participants must ascertain for themselves on the site whether they have the right of access to the establishment's facilities.

6. All reservations, regardless of where they originate, are payable in euros.

Prices take account of the VAT applicable on the day of the reservation and any change in the applicable VAT rate will automatically be reflected in the prices given. The VAT effectively paid by the Client will be the VAT at the date on which the invoice is presented. Any change to or introduction of new legal or regulatory taxes imposed by the competent authorities will automatically be reflected in the prices shown on the billing date.

7. Unless otherwise stated in the description of the offer, **prices do not include the following optional services:**

- tourist tax
- medical fees*
- pet accommodation (for hotels where pets are allowed)
- insurance
- meals not included in the selected program
- drinks
- billed activities (details of these activities and rates are available from the hotel on request)
- ancillary services (e.g. laundry) (rates are available from the hotel on request)
- and, generally speaking, all personal expenses.

8. ACCOR, upon confirming the Client's reservation, will indicate the total amount of the reservation (price in euros including VAT).

* The medical and physiotherapy acts performed as part of thalassotherapy treatments are not reimbursed (circular n° 5698 from the Caisse Nationale d'Assurance Maladie of 23 December 1998).

9. PAYMENT OF BALANCE FOR SERVICES AT THE HOTEL

1. The Client provides his or her bank details, credit or retail card (Carte Bleue, Visa, Mastercard), directly entering in the area provided (secured by SSL encryption) the card number, with no spaces between the digits, the date of expiration and, for prepayments made via ATOS Worldline, the visual cryptogram..

THALASSA has chosen ATOS Worldline (Payment Service Provider) to secure online payments by bank card. The validity of the Client's payment card is verified by ATOS. A card may be refused for a number of reasons: stolen or blocked card, credit limit reached, incorrect entry, etc. In case of a problem, the Client shall first contact his or her bank and then the hotel in order to confirm the reservation and method of payment.

The amount of the deposit is deducted from the final invoice.

2. The balance for reserved services, i.e. the hotel and the therapy program, must be paid on site at the hotel before the Client's departure, except in the case of special rates, such as the Early Booking offer.

- For external treatment programs (without accommodation), at the thalassotherapy institute,
- For reservations including the hotel and the treatment program, at the hotel. Some locations may request separate payments for hotel services and treatments.

3. For all package reservations comprising accommodation, meals and the treatment program, no unused services (for example, 1 treatment, 1 meal, 1 night) will be deducted from the final invoice.

4. Miscellaneous services and supplementary taxes must be paid on site by the Client before departure

6. No discount will be granted by ACCOR or by the hotel for payment made any earlier to that given in the present general sales conditions or on the invoice issued by one of our sites.

In the event that the Client fails to pay the balance due on services prior to his or her departure, the establishment reserves the right to debit the amount due directly from the bank card whose details were given either upon payment of a deposit or upon arrival at the establishment, which the Client expressly accepted. In this case, late payment penalties will be due from the day following the due date of the invoice, at the annual rate of 15%, applied to the amount including tax of the invoice. Furthermore, a flat penalty equal to 15% of the unpaid sums will be due in the case of collection procedure

10. MEANS OF PAYMENT OF THE BALANCE

The Client has several means of payment available, each offering optimum security, including the following:

- cash, for a maximum amount of €3,000 for payment of the outstanding balance or €460, for a deposit
- credit card (Carte Bleue, Visa, Eurocard/Mastercard, American Express, etc.)
- bank or postal check. The check will be presented for payment upon reception thereof. Only French checks are accepted for establishments located in France.
- the Thalassa sea & spa Cad'Eau card or Cad'Eau or gift vouchers
- Tickets Compliments" gift voucher
- holiday checks.

11. CANCELLATION BY THE CLIENT

1. The client is reminded that in compliance with article L. 121-20-4 of the Consumer Code, he or she is not entitled to the right of withdrawal, as provided under article L. 121-20 of the Consumer Code. The sales conditions for the reserved rate specify the methods of cancellation and/or modification of the reservation.

2. It is hereby stated that the Early Booking rate cannot be modified, exchanged or refunded.

Any cancellation, in full or in part, must be notified to the hotel in writing (letter, fax or email) and, unless specifically agreed otherwise, will give rise to billing as follows:

- for any cancellation made more than 11 days prior to the date of arrival: the establishment will return the deposit payment received from the client, after deduction of administrative costs in the amount of 50 euros per individual cancellation;
- for any cancellation made 11 days or less prior to the date of arrival, the establishment shall retain the full amount of the deposit payment.

Reservations made through the promotional Early Booking offer cannot be modified or refunded. The promotional Early Booking offer is subject to availabilities of the establishment.

Any change or modification of date by the Client is equivalent to a complete cancellation

3. When allowed by the sales conditions of the reserved rate, the sums to be returned by the establishment will be returned by no later than 30 days from the date of notification of cancellation (unless the client prefers a purchase credit) credited to the client's bank account or by check.

4. If the client interrupts his or her therapy program or stay at the hotel, or does not use any particular service or product, for any reason whatsoever and, in particular, in cases of no-show or late arrival to the appointed place, he or she shall remain liable for all sums due relative to the initial reservation. The client must, therefore, settle the outstanding balance before leaving the establishment.

5. In any event, administrative costs in the amount of 50 euros per person cancelled will be invoiced.

6. In cases of no-show (non cancellation of reservation – non arrival of Client) on a reservation guaranteed by credit card, the hotel will debit the indemnity from the Client as specified in paragraph 2 of the present article for any cancellation 11 days or less prior to the date of arrival, that is to say, the full amount of the payment on account.

12. CHANGES MADE BY THE CLIENT

1. Any changes to the reservation made by the Client will be taken into account by the hotel concerned only to the extent that it is able and providing it has been notified in writing (letter, fax, or, email) addressed to the hotel no less than three days prior to the scheduled date of arrival. The hotel will endeavor to satisfy the Client's requests insofar as it is possible. The establishment cannot be held responsible in the event that the changes requested by the Client cannot be taken into account. No changes will be considered if received less than three days prior to arrival.

2. If these requests for changes concern an extension of the stay, an increase in the number of persons, or the purchase of an additional service, only the prices of these changes will be invoiced as a supplement.

13. RELOCATION / TERMINATION BY ACCOR

1. In the event of unavailability of the hotel, or in a case of force majeure, or for any other reason, the hotel reserves the possibility of fully or partially relocating the Client to an equivalent category hotel for the same type of services, with all costs involved in the transfer being payable by the hotel, which cannot be asked for payment of any additional compensation.

2. When, prior to departure, the respect of any one of the key elements of the contract is rendered impossible as a result of an event of force majeure affecting ACCOR, ACCOR shall alert the Client as quickly as possible and inform him or her of the possibility either to terminate the contract or to accept the changes proposed by ACCOR.

This alert and this information must be confirmed by registered letter to the Client, with return receipt requested, and the Client must make known his or her choice as quickly as possible. When terminating the contract, the Client will be entitled to a full refund of all sums paid without penalties or costs.

The refund will be made, as ACCOR and/or the hotel shall choose, by crediting the Client's bank account or by check.

14. FORCE MAJEURE

ACCOR and/or the hotel cannot be held responsible with respect to the Client for failure to execute its obligations due to an event of force majeure. Cases of force majeure or unforeseen events are considered to be those habitually recognized by the case law of the French courts of law.

15. AVAILABILITY OF GUESTROOMS

Guestrooms are made available from 3:00 pm (1500 hours) and must be vacated by 12 noon on the day of departure. However, depending on the hotel's availabilities, and with the payment of a supplement equal to 50% of the rate posted at the hotel's front desk, the Client may retain his or her room until 5:00 pm (1700 hours).

16. STAY AT THE HOTEL

1. Pursuant to regulations in force in certain countries, the Client may be asked to fill out a police registration form upon arrival at the hotel. For this, the Client will be asked to show proof of identity in order to confirm whether or not he or she needs to complete the police registration form.

2. Some pets are welcome at certain hotels provided they are kept on a leash or in a cage in all common areas of the establishment (to check whether or not an establishment accepts pets, please see the hotel fact sheet at www.thalassa.com). For hygiene reasons, pets are not allowed in food service areas.

3. The Client agrees and undertakes to use the room responsibly. Any behavior contrary to good morals and public order will therefore result in the hotel asking the Client to leave the establishment without any compensation and/or without any reimbursement if payment has already been made.

4. Some hotels have Internal Regulations for Clients. The Client accepts and agrees to abide by these regulations. In the event of failure by the Client to abide by one of the provisions of the Internal Regulations, the hotelier will be obliged to ask the customer to leave the establishment without any compensation and/or without any reimbursement if payment has already been made.

17. MEDICAL VISITS

1. For services lasting four days: the Client must present a medical certificate of fitness delivered within the previous 15 days.

For services lasting less than four days: the medical visit is optional but recommended. In the absence of a medical certificate of fitness, the Client will be asked to sign a medical release form on site.

2. Some therapy programs or treatments are unsuitable for pregnant women.

We advise pregnant women to consult their physician before making any reservation in order to verify that no condition exists contraindicating the desired treatment program. In any case, a medical certificate attesting to pregnancy care and the absence of any contraindication will be required for each reservation.

18. CHANGES IN THE LIST OF ESTABLISHMENTS

The list of ACCOR establishments offering Thalassa sea & spa programs may change to take into account transfers, sales, integration of new establishments, etc. ACCOR cannot be held responsible in this respect regardless of how the list changes.

19. MEASURES OF HYGIENE

As a hygiene precaution, swimming caps and plastic sandals must be worn (these items are available for purchase on site). Furthermore, therapy guests are advised to bring two swimsuits. Swim shorts are not allowed in swimming pools.

20. LIABILITY

1. The proposed services comply with French laws in force. ACCOR's responsibility shall not be engaged in cases of non-compliance with the legislation of a third-party country.

2. ACCOR shall not be held responsible for failure to execute a reservation in the event of force majeure, or if such failure is due to the actions of a third party, actions of the Client or of any partners, such as unavailability of the Internet network, no access to the website, external intrusion, computer viruses, or, in the event of non-authorized prepayment from the bearer's bank.

3. ACCOR accepts no responsibility for any indirect damage as a result of these general conditions, in particular loss of earnings, actions of third parties, actions of the client or of any partners

4. Hypertext links may connect to websites other than the ACCOR site. ACCOR accepts no responsibility for the content of these websites or the services they offer.

5. Any reservation or payment that is irregular, ineffective or fraudulent for any reason attributable to the Client will lead to cancellation of the order at the Client's expense, without prejudice to any civil or criminal action that may be brought against the Client.

6. Some establishments propose programs for persons 15-18 years old. These programs require the presence of an adult accompanying the minor.

7. No therapy program or treatment may be performed for a minor without the presence in the establishment of his or her accompanying adult.

8. The photographs shown on the website are not binding. Although every effort is made to ensure that photographs, graphic images and texts used to illustrate the displayed hotels provide as accurate

an impression as possible of the accommodation offered, variations may occur, in particular as a result of any change of furniture or renovation. Clients may not make any claim in this respect.

21. COMPLAINTS

1. Complaints relating to the state of the premises must be brought to ACCOR's attention directly at the hotel within 48 hours after arrival.
2. Complaints relating to the non-execution or improper execution of the contract must, under penalty of foreclosure, be made in writing (letter, fax, email) and addressed either to the establishment or to Thalassa sea & spa Customer Service - ACCOR Immeuble Odyssey – 110, avenue de France – 75210 Paris Cedex 13, within 24 hours after arrival at the hotel
3. No complaints or challenges to a response will be accepted by telephone. The Client shall assume the cost of sending the complaint (by letter, fax, email). Customer Service offices are not open to the public and all complaints must, therefore, be made in writing.
4. ACCOR hotels are operated by companies that are legally separate from ACCOR and, as a result, are solely responsible to Clients for any damage. In the event of a dispute, therefore, the Client must contact only the company operating the hotel in which he or she stayed.

22. PRIVACY PROTECTION

1. PERSONAL INFORMATION

1. • The information requested from the Client is necessary for processing his or her reservation, managing his or her participation in the ACCOR group's hotel loyalty program, if applicable, and sending information about ACCOR Group products and services. This information will be forwarded to ACCOR, its service providers, the ACCOR accounting department and to its hotels which may be located outside the European Union under pre-contractual measures for hotel reservations. ACCOR cannot register the reservation without this information.
2. The personal data protection policy may be consulted on the "Personal Data Protection" page.
3. The Client may write to the establishment in which he or she stayed to exercise the right of access and of opposition, with or without legitimate reason, when it is a question of canvassing and rectification with regard to information concerning him or her and used for processing by ACCOR, under the conditions provided by the law of 6 January 1978.
4. The Client has the right to oppose, without charge, the use of his or her personal data for canvassing purposes, in particular those that are commercially related. The Client may also unsubscribe from these communications at any time by clicking on the unsubscribe link at the end of each commercial email.
5. The handling of these data shall enable ACCOR to:
 - fulfill its obligations to the Client
 - inform the Client of special offers and any new services created by ACCOR.
6. The Client is hereby informed that, on every personal data form, the obligatory or optional nature of the response is marked by the presence of an asterisk.
7. The Client authorizes ACCOR to communicate his or her personal data to third parties on condition that such communication is consistent with ACCOR's carrying out of its operations as stated in these general conditions.
8. In particular, for online payments, the Client's bank details must be transmitted to the hotel's bank using the payment service provider ATOS in order to execute the hotel reservation contract. The Client is hereby informed that this data transfer may therefore be carried out in foreign countries that do not have adequate personal data protection in accordance with the French law on data processing and civil liberties. However, the Client consents to this transfer in order for the contract to

be executed. ATOS has made a professional commitment to ACCOR to ensure that all possible security and data confidentiality measures are taken during such data transfers.

ACCOR hereby declares to have executed all and any formalities required by the National Computer Processing & Personal Liberty Board.

23. DIRECT CANVASSING

1. The Client has the right to expressly consent to receiving direct canvassing in the form of emails.
2. The Client has the right to oppose, without cost to himself or herself, the use of data concerning himself or herself for canvassing purposes, notably commercial canvassing.

24. AGREEMENT ON EVIDENCE

1. The computerized records stored in ACCOR's IT systems shall be maintained under reasonable levels of security and considered as proof of communications, reservations and payments between the parties.
2. A relaxed standard of proof does not preclude the need to provide credible evidence.
3. The entering of necessary bank details and the acceptance of these general conditions and the reservation form or reservation request constitute an electronic signature equivalent in value to a physical signature between the parties.
4. The Client is hereby informed that his or her IP address is registered at the time of reservation.

25. RELOCATION

In the event of unavailability of the chosen hotel, or in a case of force majeure, the hotel reserves the possibility of fully or partially relocating the customer to an equivalent category hotel for the same type of services, with all costs involved in the transfer being payable by the chosen hotel, which cannot be asked for payment of any additional compensation

26. INTELLECTUAL PROPERTY

1. Intellectual property rights in all texts, images, and sounds reproduced in the ACCOR catalogue are reserved worldwide.
2. These General Terms and Conditions do not in any way constitute an assignment to the guest of any manner of intellectual property rights in the components owned by ACCOR or other rights holders, such as photographs, images, literary texts, works of art, brands, graphic charts, or logos.
3. Only uses consistent with the intended purpose of the website are authorized.
4. Internet users having their own personal website who wish, for personal reasons, to place a simple link directly connecting to the homepage of the site www.thalassa.com must obtain the express permission of Accor to establish this link.
5. In any event, hypertext links redirecting to the website www.thalassa.com must be removed upon demand by Accor.

27. GOVERNING LAW

1. This agreement is governed by French law.
2. The contract may be translated into English for the sake of convenience. However, only the French text shall prevail in the event of disputes.

3. In the event of disputes, and failing an amicable agreement between the parties, the venue will be the court having territorial jurisdiction .

28. ENTIRE AGREEMENT

1. These General Terms and Conditions, the sales conditions for the rate reserved by the Client, and the reservation order form or request set forth all obligations between the parties.

2. No general or specific condition communicated by the Client may be incorporated into these general conditions.

3. The documents constituting the contractual obligations between the parties are, in order of decreasing priority, the reservation form or request (covering the specific conditions of the reserved rate) and these terms and conditions

4. In case of conflict between the reservation form and general terms and conditions, only the terms of the reservation form shall apply for the obligation in question.