

GENERAL CONDITIONS OF SALE

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1. PREAMBLE

1. ACCOR SA (hereinafter referred to as "ACCORHOTELS") operates the website www.thalassa.com, a site for the reservation of treatment programmes with or without accommodation or accommodation without care programmes in the Thalassa Sea & Spa establishments of the ACCORHOTELS Group.

2. The Customer declares having obtained from ACCORHOTELS all of the necessary information about the services concerned.

3. Any reservation of a service through the www.thalassa.com website requires the consultation and full acceptance without reservation of the General conditions of sale and the conditions of sale of the reserved rate.

4. The Customer's acceptance of these General conditions of sale and the Conditions of sale of the reserved rate occurs at the time of reservation; no reservation is possible without this acceptance.

5. The Customer has the ability to save and edit these General conditions of sale using the standard features of their browser or computer.

6. The site mentions the following information:

- the legal notice allowing a precise identification of ACCOR SA and indicating its corporate name, registered office, e-mail address, telephone number, whether it is subject to the value-added tax, its individual identification number of VAT liability, references to registration in the register of travel agents and other operators of stay and, if different, the address of the establishment responsible for the offer;
- the essential features of services offered (the hotel descriptions and treatment programmes can be consulted during the reservation according to the selected hotel).
- the prices.
- the payment terms.
- the General conditions of sale and the Conditions of sale of the reserved rate.
- the period of validity of the offer and the price thereof.
- the minimum duration of the proposed contract, if applicable
- The accepted means of payment.

The essential characteristics of the proposed accommodations, the prices and the dates of availability of the accommodations are presented on each hotel sheet in the reservation itinerary

7. The Customer, prior to the reservation of the services, declares that the reservation of these services is performed for his/her personal needs. The services that would be purchased for purposes that fall within the scope of the commercial, industrial, artisanal, freelance or agricultural activity of the Customer would be challenged and the present General conditions cannot apply to such service purchase.

8. As a consumer, the Customer has specific rights, which would be challenged in the event that the benefits were reserved for purposes that fall within the scope of its commercial, industrial, artisanal or freelance activity.

9. All information is presented in French as well as in English and Italian.

10. The Customer declares having full legal capacity to commit to these General conditions.

11. The Customer acknowledges being fully aware that Customer's agreement concerning the content of the General conditions of sale does not require the handwritten signature of these documents but results from the reservation confirmation alone.

2. DEFINITIONS

For the performance of this Contract, the Parties agree that the terms and expressions set forth below shall have the meaning and definition that they wish to be given and such terms shall be construed in accordance with the provisions of this Article as follows:

"Customer": a natural person acting for purposes that are not part of Customer's commercial, industrial, artisanal, freelance or agricultural activity.

"Conditions of sale of the reserved rate": special conditions of the sale applicable to each reservation, made by the Customer, relating to the payment of the reservation, with a modifiable/non-modifiable or cancellable/non-cancellable nature of the reservation.

"Reservation confirmation": paperless document (e-mail) sent by ACCORHOTELS to the Customer, following the reservation made online by the Customer, and summarising the characteristics of the services booked by the Customer using the Internet and by which Customer enters his/her credit card number in the event of a prepayment or guarantee. The acceptance of the reservation confirmation has the effect of contractually binding the Customer.

"Email": any message, in the form of text, voice, sound or image, sent by a public communication network, stored on a network server or in the recipient's terminal equipment, until the latter retrieves it.

"Online reservation": act by which the Customer reserves the accommodation and care services of thalassotherapy or the thalassotherapy accommodation services without the care services.

"Provision of services": reservation of treatment programmes with or without accommodation and meals whose essential characteristics are presented on the catalogue and on the www.thalassa.com website.

"Website": electronic service operated by ACCORHOTELS on the Internet and accessible at www.thalassa.com

"Care": service offered by ACCORHOTELS, which can be a body or facial treatment, scrub, massage or any other treatment proposed on the Thalassa institutes catalogue listed at the www.thalassa.com address.

"Care programmes": set of fitness services offered by ACCORHOTELS listed in the catalogue and on the www.thalassa.com website that can be focused on different aspects: Fitness & Well-Being, Well-Being à la Carte, Health Capital, Slimming Capital ... without this list being exhaustive.

3. PURPOSE AND SCOPE OF APPLICATION

1. These terms and conditions define the rights and obligations of the parties in connection with the sale and/or remote reservation by electronic means of the thalassotherapy services offered by ACCORHOTELS on its www.thalassa.com website.

2. They govern all the steps necessary for the procurement of the reservation and the monitoring of the reservation between the contracting parties.

3. The Customer acknowledges having read these General conditions of sale accessible under the link www.thalassa.com and having accepted them. The Customer also acknowledges having read the Conditions of sale for the reserved rate.

These General conditions also include the Customer Charter for the protection of personal data. By accepting these terms and conditions, the Customer expressly accepts the provisions of this Charter.

4. These General conditions of sale apply to all online reservations on the www.thalassa.com website.

4. DURATION

1. These terms and conditions apply throughout the duration of online services by ACCORHOTELS on the www.thalassa.com website.

2. ACCORHOTELS reserves the right, without notice or compensation, to temporarily or definitively close the www.thalassa.com website or the online or telephone reservation area.

3. ACCORHOTELS is not responsible for damage of any kind that may result from these changes and/or the temporary unavailability or the permanent closure of all or part of the site.

4. The present General conditions of sale by Internet can be modified and/or supplemented at any time by ACCORHOTELS. In this case, the new version of the General conditions of sale by Internet will be put online by ACCORHOTELS. As soon as it is posted online, the new version of the General conditions of sale by Internet will automatically apply to all of the

The customer must also consult the additional sales conditions related to each rate, type of room or type of service, listed on the price list.

5. RESERVATION

1. The Customer chooses the services presented on the site on the day of the reservation.

2. The Customer acknowledges having read the nature, destination and reservation conditions of all of the features of the available services and has requested and obtained the necessary and/or additional information to make his/her reservation in full knowledge of the facts.

3. The Customer may reserve, on the website, individually, and for his/her personal needs a limit of one (1) room per reservation. For reservations concerning business groups, meetings, seminars and other similar collective reservations, it is necessary to contact our establishments.

4. The Customer is solely responsible for his/her choice of services and suitability for Customer's needs, so that the ACCORHOTELS cannot be pursued for liability in this regard.

5. The reservation is deemed accepted by the Customer at the end of the reservation process.

6. BOOKING THE RESERVATION

1. For all reservations made on the www.thalassa.com website, the Customer completes the paperless reservation voucher accessible online and provides his/her credit card number.

The reservation is deemed formed upon receipt of the reservation voucher or reservation request by ACCOR S.A., or during the online prepayment by credit card.

2. For hotels in the Thalassa Sea & Spa network in France, the Customer must pay a deposit in line with the Conditions of sale of the rate. The reservation is considered formed during the online payment of the deposit in accordance with the Conditions of sale of the rate.

3. For reservations of days of care without accommodation, called "discovered days", the Customer will have to pay online 100% (one hundred percent) of the price, all taxes included, of the reserved services. The amount paid will not be refundable if the appointment is cancelled less than 24h (twenty-four hours) in advance. The appointment may be changed without charge if the change occurs more than 24 hours (24 hours) in advance.

4. For the reservation of an early promotional stay that cannot be modified, exchanged or refunded, the reservation is deemed to be made during the online payment of 100% (one hundred percent) of the amount, all taxes included, of the reserved services. This early

reservation offer is only valid subject to the availability of the hotel according to the rooms allocated to this rate on the dates chosen by the Customer. This "As soon as possible for my Thalasso" offer can only be booked with the online payment of 100% (one hundred percent) of the amount, inclusive of all taxes.

5. In the absence of payment of the deposit, the establishment does not confirm the reservation and does not guarantee the availability of the services and its liability cannot be sought on this matter.

6. The Customer undertakes, prior to any reservation, to complete the information requested on the order form.

7. The Customer certifies the veracity and accuracy of the information thus transmitted.

8. The reservation procedure includes the following steps:

A. Step 1: search for a service by type of cure or by destination;

B. Step 2: looking for a hotel, choosing the cure and a rate;

C. Step 3: selection, where appropriate, of one or more additional services;

D. Step 4: verification of the details of the reservation, its total price, the applicable sales conditions and correction of any errors or adjustment of the choice (room, rate, additional services);

E. Step 5: contact information of the Customer;

F. Step 6: credit card entry in the event of guarantee or prepayment request

H. Step 7 consultation and acceptance of the General conditions and the Conditions of sale of the reserved rate prior to the validation of the reservation

I. Step 8: validation of the reservation by the Customer.

7. RESERVATION CONFIRMATION

1. A confirmation of the reservation is sent automatically to the Customer after the validation of the reservation to the email address the Customer has provided.

2. The confirmation of the reservation by e-mail summarises the contract offer, the services ordered, the prices, the conditions of sale relating to the selected rate accepted by the Customer, the date of the reservation made, the information relating to the after-sales service and the commercial guarantees, as well as the address of the seller's establishment where the Customer can submit claims.

3. For any question relating to the Customer's reservation, the Customer may contact the hotel concerned or the Thalassa Sea & Spa customer service directly at +33 (0) 1 72 95 00 33 or by email [mailto: thalassa@accor-customercare.com](mailto:thalassa@accor-customercare.com)

8. PRICES

1. Thalassotherapy treatment programmes (with or without accommodation) include a number of treatments per day that varies according to the type of treatment chosen (from 1 (one) to 5 (five) treatments per day performed alternately one day in the morning and one day in the afternoon, unless otherwise stated; descriptions of the treatment programmes are available on the website). Free access to certain activities of the centre and/or hotel (see the destination information), and the provision of bathrobes and towels at the institute is subject to availability. All services including accommodation and the care programme include traditional or dietary breakfast, half-board or full-board (depending on the sites and benefits).

2. The prices related to the reservation of the services are indicated on the website before and during the online reservation and the Reservation Confirmation. The prices for the Care and Care programmes are also listed in the catalogue and downloadable from the website.

3. The prices are displayed in euros, per person in amounts that include all taxes, and are valid for the duration indicated on the website and on the Reservation confirmation.

The tourist tax, indicated for each rate, is to be paid directly at the hotel except in the event of an online prepayment whereby this amount can be included.

The rates may be increased by different taxes depending on the city/country. The Customer agrees to pay the various taxes, without any dispute.

4. The prices of the products do not include the Internet access costs which remain the responsibility of the Customer.
5. The prices will be modified in the event of any legislative and/or regulatory changes likely to lead to price variations such as: modification of the applicable VAT rate, introduction of new taxes, etc. (without this list being exhaustive). In the event of the introduction of a new tax or modification of the existing tax system, the rates will be modified.
6. The accompanying non-spa guest rate is valid only for guests sharing a room with a person receiving spa treatment. Any accompanying non-spa guest should check with the site directly to find out if they have access to facilities and on what pricing conditions. The price of the offer "discovery accompanying guest week" is valid only for a person sharing the room of a guest receiving spa treatment during a stay of 6 (six) days or more.
7. All reservations, irrespective of their origin, are payable in euros. If a rate implies that the payment of the balance or the totality of the services is performed at the hotel at the time of the arrival or the departure of the stay of the Customer, and that the currency of the Customer is not the same as that of the hotel, the rate charged by the hotel is likely to be different from the one communicated during the reservation, given the possible difference of exchange rates between the date of reservation and the dates of stay at the hotel.
8. The prices take account of the VAT applicable on the day of the invoicing and any change of the rate applicable to the VAT will be automatically passed onto the indicated prices. The VAT that will actually be paid by the Customer will be the VAT on the invoicing date. Some promotional offers available on the Internet are sold exclusively on the Internet, namely only by remote access, and in no case at the hotel reception.

9. In the absence of the contrary in the description of the offer, **the prices do not include the following optional services:**

- the tourist tax
- the medical fees*.
- the reception of domestic animals (for the hotels that welcome domestic animals - inquire directly with the establishment - for hygienic reasons, animals are not allowed in the dining rooms or in the thalassotherapy institutes).
- the meals not included in the chosen formula.
- children's meals.
- drinks.
- transportation and transfers
- paid activities (details of these activities and rates available upon request from the hotel).
- ancillary services (laundry, without this list being enumerative, ...) (prices available on request from the hotel).
- and, in general, all personal expenses.

* the medical and physiotherapy procedures dispensed under a thalassotherapy treatment programme are not reimbursed (circular of the National Health Insurance Fund no. 5698 dated 23 December 1998).

8. ACCORHOTELS, upon confirmation of the reservation of the Customer, will indicate the total amount of the reservation (price, all taxes included, in euros).

9. PAYMENT

1) The Customer communicates his/her bank details, credit card or private card (Visa, Mastercard, American Express, Diners Club, etc.) according to the hotel selected by indicating directly, in the area envisaged for this purpose (secure entry by SSL encryption), the card number, without spaces between the digits, as well as its date of validity (it is specified that the bank card used must be valid at the time of stay) and the visual cryptogram as part of prepayment through Ogone/Ingenico Payment Services or Cyberosouce. The Customer must be present at the hotel with the credit card which enabled him/her to guarantee the reservation or to make the prepayment. The hotel may also ask the hotel to present a piece of identification for the purpose of credit card fraud prevention.

The payment is made at the hotel during the stay, except in the case of special conditions or rates where the payment is made at the time of the reservation (prepayment online on certain rates). This prepayment is called a deposit.

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

In the case of a non-prepaid online rate, the hotel may ask the Customer, upon arrival, for a deposit or an authorization to debit the credit card in order to guarantee the payment of the sums corresponding to the services consumed at the locations

- For outpatient programmes (excluding accommodation) at the Thalassotherapy Institute,
- For reservations including the hotel and the treatment programme, at the hotel. Some sites may request a separate payment for hotel services and care.

3. The various services and additional taxes must be paid at the location prior to the departure of the Customer.

4. For all package reservations including Hospitality, catering and the health care programme, all unused services (for example: 1 treatment, 1 meal, 1 night) will not be deducted from the balance of the final invoice for any reason.

In the event of a rate subject to online prepayment, the amount paid in advance, which is the deposit, is debited at the time of the reservation.

10. MEANS OF BALANCE PAYMENT

The Customer has several means of payment offering optimal security among the following: in cash, for a maximum amount of €1,000 (one thousand euros) for the settlement of the balance of the benefits or €460 (four hundred and sixty euros) for the payment of the deposit

- by credit card (Blue Card, Visa Card, Eurocard/Mastercard, American Express, etc.),
- by bank or postal check. The cashing of the check is made upon receipt of the check. Only French checks are accepted for establishments located in France,
- by Thalassa Sea & Spa gift vouchers,
- by "Tickets Compliments" gift certificate (excluding payment of deposit),
- by "Spirit of Cadeau" gift certificate
- by holiday vouchers (on sites in France only).

11. CANCELLATION BY CUSTOMER

1. The Customer is reminded in accordance with Article L. 221-28 12° of the Consumer Code, that the Customer does not have the right of withdrawal as provided for in Article L. 221-18 of the Consumer Code. The conditions of sale of the reserved rate specify the terms of cancellation and/or modification of the reservation.

2. Any cancellation, total or partial, must be communicated to the hotel in writing (mail, fax, email) and will give rise, unless otherwise indicated, to the following invoicing:

- for any cancellation made more than 21 (twenty-one) days before the arrival date: the establishment refunds the deposit collected from the Customer, minus the handling fees of 50 (fifty) euros per person.

- for any cancellation 21 (twenty-one) days or less prior to the arrival date of the Customer, the establishment keeps all of the deposit paid, therefore the establishment sends an invoice of the balance to settle in the event of a deposit payment only. The Customer agrees to pay this invoice within 15 (fifteen) days after receipt. If the Customer has paid for the stay in full, the establishment keeps the total amount of the stay already received. Reservations made as part of the early reservation promotional offer cannot be modified or refunded. The early reservation promotional offer is only valid subject to the availability of the establishment.

3. When the conditions of sale of the reserved rate so permit, any sum that should be returned by the establishment would be returned within a maximum of 30 (thirty) days from the cancellation notification (unless the person only receives a credit) by crediting the Customer's bank account or by bank check.

4. If the Customer interrupts the Treatment programme or the stay at the hotel, or does not use certain services for any reason whatsoever, particularly in the event of no-show or late-arrival at the meeting place, the Customer remains liable for all sums due under the initial reservation. The Customer must therefore pay the balance before leaving the establishment.

6. In the event of a no-show, the hotel will charge the Customer the full amount, all taxes included, of the reserved stay.

7. ACCORHOTELS informs its French resident clients (including overseas departments and regions) of the existence of an insurance contract concluded with MONDIAL ASSISTANCE covering the consequences of the cancellation or modification due to the action of the Customer. The General Conditions of Sale of the cancellation insurance are available upon request by telephone from the Customer Mondial Assistance Service: 01 42 99 82 81 (conseil.client@mondial-assistance.fr) but also on the site.

To be able to subscribe for the cancellation insurance, it is necessary to so specify during your reservation.

If MONDIAL ASSISTANCE fails to collect the insurance premium, the French resident Customer will not be covered by the cancellation insurance.

No claim can be made in the event of a failure to collect.

7. All reservations are made in the Customer's own name and cannot be transferred to a third party, whether for free, for a fee or for commercial purposes.

12. AMENDMENTS BY THE CUSTOMER

1. Any changes to the reservation by the Customer can only be considered by the relevant hotel within the limits of its possibilities and provided that it is notified in writing (mail, fax, e-mail) and under the following conditions:

- More than 21 (twenty-one) days prior to the arrival date: The hotel will not charge a reservation modification fee.

- Between 21 (twenty-one) days and 3 (three) days prior to the arrival date: the establishment will invoice the handling fee at 50 (fifty) euros per person.

- Less than 3 (three) days prior to the arrival date: the hotel will charge the Customer for the full price, inclusive of all taxes. The Customer agrees to pay this sum.

As far as possible, the hotel establishment will try to satisfy these requests. The establishment cannot be sought for liability in the event that the changes requested by the Customer could not be taken into account. No modification will be considered if it is received less than 3 days prior to arrival, the Customer agrees to pay the full price, inclusive of all taxes, of the services at issue.

2. If these requests for changes relate to the extension, the increase in the number of persons or the purchase of an additional service, only the price of these modifications will be additionally charged.

3. The Customer cannot transfer his/her stay to a third party.

13. CHANGE OF ACCOMMODATION

1. In the event of the non-availability of the establishment, force majeure, a technical problem or for any other reason, the latter reserves the right to have the Customer fully or partially housed in an establishment of equivalent category (to the extent possible) and subject to the prior consent of the Customer, all costs involved in the transfer remain the responsibility of the hotel, which cannot be sought in payment of any additional compensation.

Similarly, in the event of work in the establishment resulting in the closure of the hotel and/or the thalassotherapy centre, the provisions of this article will apply.

14. FORCE MAJEURE

1. Force Majeure means any event external to the parties being of such a both unpredictable and insurmountable nature that prevents either the Customer or the hotel establishment to

ensure all or part of the obligations provided for in the contract. Cases considered as force majeure or fortuitous are those usually recognised by the jurisprudence of the French Courts and Tribunals.

2. Each Party cannot be held responsible to the other party in the event of the non-fulfilment of its obligations resulting from a force majeure event. It is expressly agreed that force majeure suspends the performance of the reciprocal obligations of the Parties and that each Party bears the burden of the costs arising therefrom

3. The Parties shall make every effort to prevent or reduce the effects of the non-performance of the contract/quote caused by a force majeure event; the party wishing to invoke a force majeure event shall immediately notify the other party of the beginning and end of the event.

4. If the force majeure event continues beyond one (1) month, this Agreement may be terminated by either Party, ipso jure, without compensation.

15. PROVISION OF ROOMS

Rooms are available from 4:00 pm and must be vacated by 12:00 noon on the day of departure. Otherwise, the Customer will be charged one (1) additional night at the advertised public price. However, depending on the availability of the hotel, for an additional 50% (fifty percent) of the rate displayed at the reception of the hotel, the Customer may keep the room until 5:00 pm.

16. MEDICAL VISITS

1. For services of 4 (four) days or more: The Customer is obliged to bring a medical certificate certifying no contraindication to the thalassotherapy treatments and the hammam created within the preceding 30 (thirty) days. For services of less than 4 (four) days: the medical visit, although optional, is very strongly recommended. In the absence of a medical certificate of non-contraindication to thalassotherapy treatments and the hammam, the Customer will be invited to sign a medical discharge on site. On the medical certificate of no contraindication to the thalassotherapy care, the doctor must also specify the physical fitness level of the Customer to follow a care programme. It is noted that ACCORHOTELS establishments do not provide any medical care or assistance. In the event an on-site medical examination () the consultation remains the responsibility of the Customer.

2. Some Health or Care programmes are not suitable for pregnant women. In addition, a selection of beauty treatments can be offered. It is the Customer's responsibility to specify whether she is pregnant, in writing, during the reservation. For pregnant women and for approved Care and Care programmes, a medical certificate and discharge are mandatory in all cases for the performance of thalassotherapy, beauty care, modelling and physical activities.

3. Our thalassotherapy treatments are only for adults 18 (eighteen) years old and over. Only certain beauty treatments, massages and physical activities are open to minors over 14 (fourteen) years of age and require a medical opinion and a parental discharge or a discharge from the legal representative of the minor concerned. The age at which the minor can be accepted may differ depending on the establishment, which we recommend you contact directly.

17. STAY IN THE ESTABLISHMENT

1. In accordance with the regulations in force in certain countries, it may be requested upon arrival at the hotel for the Customer to fill out an individual police form intended for foreign tourists. To do this, the Client will be asked to present an identity document to verify whether or not the Customer must complete the police form.

2. Some hotels accommodate some animals (paid service, see conditions at each hotel) as long as they are kept on a leash or in a cage in all of the common areas of the hotel (to check if an establishment accepts or not the animals, please refer to the hotel fact sheet on accorhotels.com). For hygienic reasons, animals are not allowed in the dining rooms or in the thalassotherapy institutes.

3. The Customer accepts and agrees to use the room as a good custodian, so any behaviour contrary to morality and public order will cause the hotel to ask the Customer to leave the hotel without any compensation and/or without any refund if a payment has already been made.

4. Some ACCORHOTELS establishments have internal regulations for the Customer. The Customer accepts and agrees to comply with these regulations. In the event of the non-compliance by the Customer with one of the provisions of the internal regulations, the hotel establishment will be obliged to invite the Customer to leave the hotel without any compensation and/or refund if a payment has already been made.

5. For minors, it is obligatorily that they be accompanied by an adult for access to the swimming pool, according to the specific conditions and schedules of each hotel. Access to the sauna, steam room, rest room and fitness room of the hotels is strictly prohibited to minors.

6. The operating hours of the restaurants, thalassotherapy institutes and other facilities are specific to each hotel and are subject to modifications without prior notice to the Customer.

7. As a matter of hygiene, plastic sandals are required. These items available for sale on site. In addition, it is recommended that each guest receiving treatment bring 2 (two) swimsuits. Swimming shorts are forbidden in the swimming pools. For hotels that have a gym, the Customer will have to wear appropriate clothing and sports shoes, and comply with the health rules, the internal regulations and the instructions for use in force in each establishment.

8. Some hotels offer Wi-Fi access (paying or not) allowing guests to connect to the Internet. The Customer commits that the computer resources made available by the hotel are in no way used for purposes of the reproduction, representation, provision or communication to the public of works or objects protected by copyright or a related right, or by any other intellectual property right, such as text, images, photographs, musical works, audiovisual works, software and video games, or any work of the mind in meaning of the Intellectual Property Code, without the authorization of the holders of the rights provided for in Books I and II of the Intellectual Property Code when such authorization is required. The Customer is required to comply with the security policy of the Internet Service Provider of the hotel, including the rules of use of the means of security implemented in order to prevent the illicit use of computer resources, and to refrain from any act undermining the effectiveness of these means. If the Customer does not comply with the aforementioned obligations, Customer may be accused of an infringement violation within the meaning of Article L.335-3 of the Intellectual Property Code, sanctioned by a fine of 300,000 euros and three (3) years of imprisonment.

18. DEVELOPMENT OF THE LIST OF ESTABLISHMENTS

The list of ACCORHOTELS establishments offering a Thalassa Sea & Spa activity may have to develop to take into account possible departures, sales, integrations of new establishments, changes of a brand or mark, renovation, etc, without this list being exhaustive. ACCORHOTELS cannot be sought for liability due to this fact, irrespective of the change of scope.

19. LIABILITY

1. The services offered are in accordance with the French legislation in force. ACCORHOTELS cannot be held liable for non-compliance with the legislation of a third country.

2. ACCORHOTELS cannot be held responsible for the failure to execute or the poor execution of the reservation in the event of force majeure, by an act of the third party or an act of the Customer or an act of its partners, such as unavailability of the Internet network, impossibility of access to the website, external intrusion, computer viruses or prepayment that is not authorised by the bank of the cardholder.

3. ACCORHOTELS will incur no liability for any consequential damages as a result of this agreement, in particular the loss of exploitation, an act of the third party, an act of the Customer or an act of its partners.
4. Hypertext links may link to other sites than the ACCORHOTELS website, which disclaims any liability for the content of these sites and the services offered.
5. Any reservation or payment that is irregular, inoperative, incomplete or fraudulent for a reason attributable to the Customer will result in the cancellation of the reservation at the Customer's expense, without prejudice to any civil or criminal action against such Customer.
7. No care or cure can be given to a minor, without the presence in the establishment of an accompanying adult in the cabin.
8. The photographs presented on the site are purely for informational purposes. Even if all the best efforts are made so that the photographs, graphical representations and the texts reproduced to illustrate the presented hotels give an overview as exact as possible of the proposed lodging services, variations may occur, in particular, because of the change of furniture or possible renovations. The Customer cannot make any claim from this fact.

21. CLAIMS

1. Complaints relating to non-performance or the improper performance of the Agreement shall, in order to facilitate their processing, be formulated in writing (by mail, fax, e-mail) and sent either to the establishment or to Thalassa Sea & Spa Customer Service. Atlantis building - 2, Avenue du Lac - CS 60803 Courcouronnes - 91021 Evry Cedex within 8 (eight) days after the end of the service.
2. No complaint or contested matter is accepted by telephone. The transmission costs (by mail, fax, e-mail) of the claim remain the responsibility of the Customer. Customer service offices are not open to the public, so any claim must be in writing.
3. ACCORHOTELS hotels are operated by companies that are legally separate from ACCORHOTELS and are therefore solely liable to Customers for any damages. Also in the event of litigation, the Customer will have to exclusively address the operating company of the hotel in which the Customer stayed.
4. The Customer is informed by ACCORHOTELS of the possibility of recourse, in the event of a dispute concerning the present General conditions, to a procedure of conventional mediation or any other alternative mode of dispute resolution.
5. After having engaged the Customer Service or hotel to try to resolve the dispute amicably, and in the event of a negative answer or no response within 60 (sixty) days of the claim, the Customer may engage a Mediator. This mediator is the Mediator of Tourism and Travel for the ACCORHOTELS Group's subsidized and managed hotels as well as the franchised hotels that have decided to resort to such Mediator of Tourism and Travel. The information (contact details and referral procedures) concerning the Mediator is available on the website at the following address:
<http://www.accorhotels.com/fr/support/reservations/you-stayed/faq/i-want-to-contact-a-mediator-after-a-dispute-during-my-stay-unsolved-amicably.shtml>
The referral to the Mediator can be made within 12 (twelve) months of the complaint.

22. RESPECT FOR PRIVACY AND PERSONAL DATA

1. When a Customer connects to the AccorHotels sites, and in particular when the Customer makes a reservation on one of them, ACCOR SA and the entities of the AccorHotels Group implement the processing of personal data under the conditions described in the "[Personal Data Protection Charter](#)".
2. Thus, the information collected as part of the reservation is intended for ACCOR SA, its entities, its partners, its service providers (including online payment providers) and hotels for the purpose of performing the reservation or pre-contractual measures. Once the guarantees provided for in the applicable rules have been implemented, your data may be transferred from

Europe to countries that do not guarantee, from the point of view of the European Union, an equivalent level of protection of the data.

3. In order to secure the payment transactions, the AccorHotels Group entities implement, in particular, a processing of personal data to determine the level of fraud risk associated with each transaction. On this occasion, ACCOR S.A. and the hotels can use the services provided by the service provider of the AccorHotels Group in terms of risk prevention to refine their analysis. Depending on the results of the analyses performed, the AccorHotels Group may take security measures, in particular to ask the Customer to use another reservation channel or another form of payment. These measures will have the effect of suspending the execution of the reservation or, if the result of the analysis does not guarantee the security of the order, cancelling it. The fraudulent use of a means of payment that generates a payment default may result in the customer's registration in the incident file of the AccorHotels Group, which may lead the AccorHotels Group to block future payments or perform additional checks.

4. The Customer may at any time exercise the rights available to him/her under the regulations for the protection of personal data. All relevant information for this purpose is indicated in the "[Personal Data Protection Charter](#)".

23. EVIDENCE OF AGREEMENT

1. The input of the required banking information, as well as the acceptance of these General conditions of sale of the reserved rate or the reservation request, constitute an electronic signature which has, between the Parties, the same value as a handwritten signature in paper form.

2 The computerised records kept in the ACCORHOTELS computer systems will be kept in reasonable security conditions and considered as proof of the communications, reservations and payments between the Parties.

3. The Customer is informed that the Customer's IP address is registered at the time of the reservation.

24. INTELLECTUAL PROPERTY

1. All texts, images and sounds reproduced in the catalogue and on the website are protected by intellectual property rights and across the entire world.

2. These terms and conditions do not imply any transfer of any kind of an intellectual property right concerning the elements belonging to ACCORHOTELS or the rights holders such as photographs, images, literary texts, artistic works, trademarks, graphic charters, logos and any other work of the mind within the meaning of the Intellectual Property Code for the benefit of the Customer.

4. The Internet user who has a personal website and wishes to place, for personal purposes, a simple link on the Customer's site directly to the homepage of the www.thalassa.com site, must obtain the express and written permission of ACCORHOTELS to establish this link.

5. In any event, the hypertext links to the www.thalassa.com website must be removed at the first request of ACCORHOTELS.

25. APPLICABLE LAW

1. The applicable law is the French law without hindering the mandatory protective provisions that may be applicable in the country of residence of the consumers.

2. For convenience, this agreement is translated into English and Italian. However, in the event of a dispute, only the French text is authentic.

3. In the event of litigation and the lack of an amicable agreement between the Parties, the applicable jurisdiction will be that which is territorially competent.

26. TOTALITY OF THE AGREEMENT

1. The present General Conditions of Sale, the Conditions of Sale of the reserved rate by the Customer, and the Confirmation of reservation constitute the entirety of the obligations of the Parties.

2. No general or specific conditions communicated by the Customer will be able to be integrated into the present General conditions.

3. The documents forming the contractual commitments between the Parties are, in decreasing order of priority, the Reservation Confirmation (including the special conditions of the reserved fare) and these General conditions.

4. In the event of a contradiction between the reservation confirmation and the General conditions, the provisions appearing on the Reservation confirmation will be the only ones applicable for the obligation in question.

27. CHANGE/MODIFICATION OF THE TERMS AND CONDITIONS OF SALE BY INTERNET

The present General conditions of sale can be modified at any time and/or supplemented by ACCOR S.A. In this case, the new version of the General conditions of sale will be placed online by ACCOR S.A. As soon as it is posted online, the new version of the Internet terms and conditions will automatically apply to all Customers.