# **TERMS AND CONDITIONS OF USE**

Updated 19/08/2022

Please read these terms carefully before using the "reservation.les3vallees.com" services. By using the "reservation.les3vallees.com" Services, you agree to be bound by these terms and conditions of use.

# **BACKGROUND**

These general terms and conditions of use (hereinafter referred to as the "T&Cs of Use") govern, without restriction or reservation, the entire relationship between:

- Les 3 VALLEES TRAVEL, a compagny, registered in the Trade and Companies Register under the SIRET number 898 209 846, registered in the Register of Travel and Holiday Operators under the number IM0732200002, having taken out professional liability insurance with HISCOX SA, 38 avenur de l'Opéra, 75002 Paris (agremment n° HA RCP0337398), as well as a financial guarantee with Groupama Assurance-crédit, 132, rue des Trois Fontanot 92000 Nanterres (agremment n° 4000717752/0), in application of article L. 211-18 II of the French Tourism Code, with an intra-community VAT number FR08898209846, whose registered office is located at L'Annexium, 318 avenue des Belleville, 73600 MUTIERS, FRANCE;
- and on the other hand, any user of the online booking site accessible from the address: www.reservation.les3vallees.com (hereafter "the Website").

The use of the Website by any User and access to the services offered through the Website is subject to the consultation and full acceptance of these T&Cs of Use.

## **CLAUSE 1: DEFINITIONS**

The terms and expressions used in these T&Cs of Use, the first letter of which is a capital letter, have the meaning given below:

Cancellation	refers indiscriminately to the resolution or cancellation of the Booking. It is carried out under the conditions and according to the methods defined in the Terms and Conditions of Sale of the Seller;
Beneficiary	means the person(s) indicated as the beneficiary(ies) of the Service(s);
Exchange voucher	means the document sent by the Seller to the Client by e-mail when the Client's Order is validated. The Exchange Voucher includes: the name of the Client given at the time of purchase on the Website, the nominal value of the Exchange Voucher, the date of purchase, the description of the Service;
T&Cs of Use	Means these terms and conditions of use;

Client

means any individual or legal entity having the status of "consumer" or "non-professional" within the meaning of the French Consumer Code, or of "client" within the meaning of the French Tourism Code, who books and/or purchases one or more Services offered by LES 3 VALLEES TRAVEL on the Website. The Client may or may not be the Beneficiary of the Service. If he/she is not a Beneficiary, it is his/her responsibility to ensure that each of the Beneficiaries is able to take part in the Service before making a Booking;

Quote

means the document issued by LES 3 VALLEES TRAVEL and sent to the Client summarising the Client's Booking and specifying the main characteristics of the Services;

Tourism Package

means the service resulting from the combination of at least two different types of travel services for the purposes of the same journey or holiday stay, exceeding twenty-four hours or including an overnight stay, as defined in II of Article L. 211-2 of the Tourism Code;

Modification

means the modification of all or part of the Booking. It is carried out under the conditions defined in the Seller's general terms and conditions of sale;

Option

means any optional product or service that the Client may subscribe to when making a Booking;

Partner Providers means any third party supplier of the Service(s), within the framework of the execution of the Booking, namely in particular rail carriers, airlines, taxi companies, car rental companies, accommodation providers, ski lift companies and the insurance company(ies) selected by the Seller;

Services(s)

refers indiscriminately to any service offered for sale online by the Seller on the Website, in particular accommodation services, transport services (supply of plane and train tickets, ordering taxis), vehicle rental, furnished tourist accommodation, ski lift passes, ski equipment, ski lessons, insurance services relating to travel services, related travel services and tourism packages, as these terms are defined in article L. 211-2 of the Tourism Code, or any other service provided by the Seller or the Partner Providers

**Booking** 

means any order, reservation and/or purchase of one or more Services by the Client from the Seller on the Website;

Website

means the booking site accessible at the URL address "www.reservation.les3vallees.com". This site is hosted on the platform developed by ORCHESTRA, a SAS with a capital of €210,410, whose registered office is located at 38 avenue de l'Opéra - 75002 Paris - France, registered with the Paris Trade and Companies Registry under number B 430 226 639 - APE 6201 Z.

User

refers to any user of the Website who wishes to consult the Services offered on the Website, to make online Bookings and, where applicable, to book one or more of the proposed Services. The User of the Website declares to be an adult. Otherwise, the User declares that he/she has received prior consent from his/her parents or legal representatives to the collection and use of his/her personal data.

Seller

means the seller of the Service(s) ordered or booked on the Website.

## **CLAUSE 2: PURPOSE**

The purpose of these T&Cs of Use is to define the conditions of use of the Website.

The Website is an online sales platform accessible from the URL address "www.reservation.les3vallees.com" which allows Users to:

- (i) to be put in contact with professional sellers and/or private renters of furnished accommodation who have opened an account on the Website (hereinafter referred to as "the Sellers") with the aim of purchasing products and/or services (hereinafter referred to as "the Product(s) and Service(s)") marketed by the latter. In this context, LES 3 VALLEES TRAVEL acts as an intermediary putting the Sellers and the Users in contact. The general conditions of sale applicable are those defined by the Sellers.
- (ii) to make a remote purchase of one or more dry Services and/or a "packaged" offer including several Services, the marketing of which is carried out by LES 3 VALLEES TRAVEL, where applicable, jointly with Partner Providers. In this context, LES 3 VALLEES TRAVEL operates as a Seller. The general conditions of sale applicable are those of LES 3 VALLEES TRAVEL.

The T&Cs of Use are made available to Users on the Website where they can be consulted directly and printed.

The conditions of use of the Website applicable are those in force on the day the User places the order online.

#### **CLAUSE 3: ACCES TO THE WEBSITE**

The Website is accessible free of charge to any User with internet access. All costs relating to the Website, whether hardware, software or internet access, are exclusively the responsibility of the User. The User is solely responsible for the proper functioning of his/her computer equipment and Internet access.

The Website comprises a part accessible to all Users and a part accessible to Members.

LES 3 VALLEES TRAVEL reserves the right to refuse access to the Website, unilaterally and without prior notification, to any User who does not respect the present T&Cs of Use.

For information purposes and without obligation, it is pointed out that the Website is accessible 24 hours a day, 7 days a week, except in the case of force majeure, fortuitous event or the act of a third party, such as those usually accepted and defined by jurisprudence.

Likewise, LES 3 VALLEES TRAVEL reserves the right to interrupt access to the Website for any technical maintenance necessary for the proper functioning of the Website and related materials, or to update the Website or for any other reason.

LES 3 VALLEES TRAVEL also reserves the right to suspend, interrupt or limit, at any time and for the duration of its choice (including any permanent cessation) without prior notice, access to all or part of the Website. The User is informed that LES 3 VALLEES TRAVEL may terminate or modify the characteristics of the services offered on the Website at any time.

LES 3 VALLEES TRAVEL is not bound by any obligation of result concerning the accessibility of the Website, and is in no way responsible for interruptions and the consequences that may result from them.

#### **CLAUSE 4: FEATURES OF THE SERVICES**

Each of the Services presented on the Website is described in its essential characteristics.

The details of offers are provided by the Sellers, who are solely responsible for the accuracy of the description provided and for the conformity of the Service offered to the said description.

It is hereby specified that the photographs and illustrations of the Services presented on the Website are only indicative; they have no contractual value.

The offers presented on the Website are valid, unless a specific duration is indicated, as long as the Services appear on the Website and within the limits of availability on the day of that the Booking is made.

#### **CLAUSE 5: PRICE OF SERVICES**

## 5.1. Price

The prices of the Services are expressed in euros including all taxes, taking into account the VAT applicable on the day of the order.

The price of the Service is the one in force on the day of the Option. The Seller reserves the right to modify the price of the Services at any time, while guaranteeing the Client the application of the price in force on the date of confirmation of the Booking via the Website.

Only the Services explicitly mentioned in the Booking are included in the price.

For all Services, the price does not include the following, unless otherwise stipulated in the description of the Service as confirmed in the Booking:

- insurance;
- tourist tax;
- the eco-recycling tax;
- handling fees;
- parking fees;
- excess luggage;
- excursions;
- concierge services (cleaning, etc.);
- any other service not included in the description of the Booking.

#### 5.2. Handling fees

Any Booking made on the Website may give rise to the invoicing of handling fees by the Seller. The handling fees are added to the price of the Services. They are indicated before the conclusion of the sales contract on the summary of the order. They shall be paid by the Client at the time of Booking.

The amount and payment terms of the handling fees are determined by the Seller's general terms and conditions of sale.

## 5.3. Concierge service

The Seller may offer the Client concierge services (such as cleaning and linen supply) in addition to the Accommodation Services. The costs inherent in the concierge services are added to the Price of the Services. They are indicated before the conclusion of the sales contract, on the Option summary.

The amount and terms of payment for concierge services are determined by the Seller's general terms and conditions of sale.

#### **CLAUSE 6: BOOKING**

The User wishing to make one or more purchases on the Website must respect the following steps:

## • STEP 1 - TRAVEL OFFER - PRIOR INFORMATION

- The Client chooses the Service offered on the Website.
- The Client selects the date, the city of departure if applicable, the duration, the time of O, the number of Beneficiaries, and then validates a quote request;

## STEP 2 - QUOTE

- When the Service is still available, the corresponding quote is displayed on the screen;
- The Client may select one or more Options; it will no longer be possible to subscribe to them after the order has been placed;
- The Client may modify the Option according to the choices offered, and then validate the Option.

## • STEP 3 – PERSONAL DATA

- The Client shall provide his contact details as well as the names, marital status and, if applicable, the ages of the Beneficiaries, as shown on the identity documents;
- The details provided by the Client will be used to conclude the sales contract and to send the
  documents relating to the Booking. In this respect, the Client is invited to carefully check the
  information provided;
- In order to continue with the Booking, the Client must read the compulsory pre-contractual information, the General Terms and Conditions of Use of the Website and the General Terms and Conditions of Sale, and accept them by ticking the box provided for this purpose;

#### STEP 4: PAYMENT AND CONFIRMATION

- The Client checks the information provided in the Option summary;
- The Client selects their payment method from those offered;
- To confirm the Booking, the Client confirms and pays in accordance with the terms and set out in Clause 7.

#### STEP 5 : CONFIRMATION OF THE BOOKING

- The Booking shall be deemed confirmed if payment is accepted and the Seller is able to confirm the Option.
- The Contract shall be deemed to have been formed when the Booking is confirmed.
- The Client shall receive:
  - (1) a payment confirmation e-mail sent by the Payline Service;
  - (2) a confirmation e-mail sent by the Seller:
    - indicating the summary of the Booking, including the essential elements, such as the identification of the supplier of the Services booked, the price, the quantity, the date, the duration and any options subscribed to;
    - o including the travel documents and Exchange Voucher(s) corresponding to the Services purchased.

These confirmation emails are sent to the email address provided by the Client. For all Bookings, the Client is invited to enter his/her email address and, if necessary, to identify him/herself using a form to create a personal client account.

- The Client is informed that in the absence of confirmation by e-mail from the Seller, the Option request will not be taken into account. The Client is therefore invited to ensure that the confirmation e-mail is received. In the absence of receipt of the above-mentioned email, the client must contact **Customer Services**.
- The Client must print out or be able to justify, thanks to access to his/her e-mails from his/her smartphone, the travel documents and in particular the Exchange Voucher(s) in order to be able to present them in exchange for the various Services.

The confirmation e-mail is proof of the entire transaction and is the only authentic document in the event of a dispute.

# **CLAUSE 7: PAYMENT**

#### 7.1. Means of payment

Payment for the Booking may only be made by credit card, ANCV e-connect holiday voucher or bank transfer on request by the Client.

Unless otherwise indicated at the time of booking, only the following credit cards are accepted: Visa and Mastercard. In order to make the payment, the Client must enter his/her credit card number, the date of validity and the cryptogram (three digits on the back of the credit card) to confirm the payment.

The Client guarantees that the means of payment used is valid and that it is not the result of a fraudulent transaction.

The proof of payment is attached to the e-mail confirming the Booking.

Payment is made via a payment service provider, Monext, an electronic money institution, approved in France and supervised by the ACPR (Autorité de Contrôle Prudentiel et de Résolution). For more information, see: <a href="www.monext.fr">www.monext.fr</a>. The Seller shall not be held liable for the operation of the online payment service.

## 7.2. Payment security/anti-fraud

Electronic payments made in the context of telephone or online Bookings on the Website are secured by the 3D Secure system, which guarantees the confidentiality and security of data.

As part of its efforts to combat fraud, the Seller reserves the right to carry out all necessary checks to combat credit card fraud and in particular to ask the Client for a copy of the identity card/passport, a copy of the credit card, and any other additional information to ensure the security of the payment.

In the event of refusal to provide any of the requested information, the Seller reserves the right to cancel the Booking and to retain the sums paid as a cancellation fee.

# 7.3. Terms of payment

The terms of payment are governed by the Seller's General Terms and Conditions of Sale, which the Client has formally accepted when ordering online, by ticking the box provided for this purpose.

## CLAUSE 8: EXECUTION, MODIFICATION AND CANCELLATION OF THE BOOKING

The terms and conditions of execution, modification or cancellation of the Booking are governed by the Seller's General Terms and Conditions of Sale which the Client has formally accepted when ordering online, by ticking the box provided for this purpose.

#### **CLAUSE 9: USER'S ACCOUNT**

With the exception of the Sellers, whose access to the Website is governed by specific agreements, access to the Website and the use of the services of the Website are free.

However, at any time, any User of the Website may decide to create an account to access and benefit from the Services.

The registration of the User and the creation of his account are done from the online registration form. Once the form has been validated, a confirmation e-mail is sent to open the account.

The registration procedure includes the following steps:

- (i) the User indicates, on the online registration form, all the information required for registration;
- (ii) the User acknowledges and accepts the T&Cs of Use by ticking the box provided for this purpose;
- (iii) the User receives by e-mail a login and a link allowing him/her to define a password and thus to connect to his/her account;
- (iv) the User completes and/or modifies the information on the "My Profile" page.

The password must comply with the recommendations of the Commission Informatique et Libertés (hereinafter "CNIL"), i.e. be at least eight characters long, contain three different types of characters from the four existing types (upper case, lower case, numbers and special characters) and have no link with its holder (name, date of birth).

The User is solely responsible for the maintenance and confidentiality of his or her password and other associated confidential information, and for all activities that occur under the use of such login and password.

The User is also responsible for the validity and completeness of the information provided.

Any use of the login and/or password is presumed to be made by the User.

The User undertakes to change his/her password without delay in the event of loss, forgetfulness or voluntary or involuntary disclosure of his/her password to third parties.

This change is made directly online on a "forgotten password" form.

Any use of the booking Website which is fraudulent or which is judged to be fraudulent, which contravenes the present GTC, will justify the refusal to Users, at any time, of access to the services offered by the Sellers or to the other functions of the Website.

LES 3 VALLEES TRAVEL may not be held liable in the event of fraudulent or abusive use or due to the voluntary or involuntary disclosure to anyone of their login and/or password.

## CLAUSE 10: RESPONSIBILITY OF LES 3 VALLEES TRAVEL

10.1. Responsibility of LES 3 VALLEES TRAVEL as intermediary

Apart from the case where it is a Seller, LES 3 VALLEES TRAVEL acts as a simple broker putting Sellers and Clients in contact on the Website.

It is not a reseller of the Services offered by the Sellers.

In this respect, and in accordance with article 6 of law n°2004-575 of 21st June 2004 for confidence in the digital economy (LCEN), LES 3 VALLEES TRAVEL cannot be held responsible for content made available on the site by Sellers or Users, unless LES 3 VALLEES TRAVEL does not promptly render it inaccessible after it has been notified of its illegality in accordance with the conditions set out in the aforementioned law.

When the sale of one or more Services is concluded with a Seller who is not LES 3 VALLEES TRAVEL, via the booking Website:

- LES 3 VALLEES TRAVEL may not be held responsible for the said sale, to which it is therefore unrelated (cancellation, non-conformity, delay in delivery, poor performance of the service, etc.);
- The Seller concerned is the sole party responsible in the event of the Service being unavailable, which is under his sole control;
- the Seller concerned is the sole party responsible for the handling of complaints and aftersales service related to the Services he/she books via the Website.

Any complaint must be addressed to the Seller concerned, in accordance with the terms and conditions set out in the General Terms and Conditions of Sale which the Client formally accepted when ordering online, by ticking the box provided for this purpose.

## 10.2. Responsibility of LES 3 VALLEES TRAVEL as Seller

When it is a Seller, LES 3 VALLEES TRAVEL is responsible, together with its Partner Providers, for the correct execution of the Services purchased by the Client on the Website under the conditions and according to the methods defined in the General Terms and Conditions of Sale that the Client has formally accepted at the time of the online order, by ticking the box provided for this purpose.

Any complaint must be addressed to LES 3 VALLEES TRAVEL, in accordance with the conditions and procedures set out in the General Terms and Conditions of Sale that the Client formally accepted when ordering online, by ticking the box provided for this purpose.

## CLAUSE 11: OPERATION AND ACCESSIBILITY OF THE SITE

LES 3 VALLEES TRAVEL is only bound by an obligation of means with regard to the functioning and accessibility of the Website.

The User acknowledges and expressly accepts that LES 3 VALLEES TRAVEL cannot be held responsible for interruptions or slowdowns of the Website or suspension or inaccessibility of the Website or for loss linked to:

- a case of force majeure or a decision by the competent administrative or judicial authorities
- an interruption in the supply of electricity or transmission lines due to public or private operators;
- abnormal or fraudulent use of the Website by the User or third parties requiring the Website to be stopped for security reasons
- an intrusion or fraudulent maintenance of the Website by the User or third parties requiring the Website to be shut down for security reasons;
- an intrusion or fraudulent maintenance of the Website by a third party, or the illicit extraction
  of data, despite the implementation of security measures in accordance with the current state
  of the art, LES 3 VALLEES TRAVEL only having an obligation of means with regard to known
  security techniques;
- a loss or delay in the routing of information and data, when LES 3 VALLEES TRAVEL is not the cause of this delay;
- the functioning of the Internet network or the telephone or cable networks for access to the Internet;
- a failure of the hosting servers;
- if the Website proves to be incompatible or presents dysfunctions with certain software, configurations, operating systems or equipment of the Client.

LES 3 VALLEES TRAVEL reserves the right to make any modifications and improvements to the Website that it deems necessary or useful and will not be responsible for any damage of any kind that may occur as a result.

LES 3 VALLEES TRAVEL reserves the right, without prior notice or compensation, to temporarily or permanently stop a service or all the services offered by it on the Website. It will not be responsible for damages of any kind that may occur as a result.

## **CLAUSE 12: COOKIES**

#### 12.1. Definition and use of cookies

A cookie is a file containing data, in particular a unique identifier, transmitted by the Website's server to the User's browser and stored on his hard disk.

The User is informed that, when consulting the booking Website, cookies are placed on the hard disk of his computer, mobile or tablet.

The purpose of these cookies deposited each time a User browses the Website is to:

- (i) to allow the User to access his client account using identifiers or data previously entrusted to him;
- (ii) to establish statistics and volumes of traffic and use of the various elements making up the Website, in order to improve the interest and ergonomics of the Website.

## 12.2. Acceptation and refusal of cookies

The User may accept or refuse cookies.

If the User refuses the use of cookies, he/she is informed that access to certain services on the Website may be altered or even made impossible.

More information on cookies, how they work and how to use them is available on the website www.cnil.fr.

# **CLAUSE 13: PERSONAL DATA**

The present stipulations govern the collection and processing of personal data in the context of the use of the Website.

The collection and processing of personal data in the context of online sales operations carried out on the Website are governed by the Seller's General Terms and Conditions of Sale, which the Client formally accepts at the time of placing the order, by ticking the box provided for this purpose.

## 13.1. Data collected

The personal data communicated when using the Website is collected by LES 3 VALLEES TRAVEL, whose identity and contact details are specified in the Preamble.

LES 3 VALLEES TRAVEL is responsible for the processing of Users' personal data, in the sense of the legislation on personal data.

This data is in particular:

- Name, first name, title, date of birth;
- Postal address, e-mail address, telephone number;
- Information relating to the methods and means of payment;
- Identifier and encrypted password used by the User to identify himself;
- Any other information brought to the attention of LES 3 VALLEES TRAVEL by the User.

Furthermore, during each visit to the Website, LES 3 VALLEES TRAVEL collects information relating to the connection and navigation of the User (IP address, date and time of connection, as well as data on the computer hardware and software). Different technologies can be used to collect this data. The main one is the cookie. In this context, the collection of this information is governed by Clause 12 of these T&Cs of Use.

# 13.2. Purposes of the data collection

The collection of this personal data is essential for the execution of Bookings made online on the Website. In the event of refusal to communicate this information, the Client is exposed to difficulties in carrying out the Services booked; which may not give rise to LES 3 VALLEES TRAVEL 's liability.

This personal data is collected for the sole purpose of managing the Seller's Clients, in the context of the conclusion of the contract and its execution, on the basis of the Client's consent. They are only used for the purposes to which the User has consented.

More specifically, the purposes are as follows:

- Management of Client accounts and monitoring of Client relations;
- Processing of operations relating to Client management;
- Identification of the persons using and/or booking the Services;
- Identification of the person(s) receiving the Services;
- Formalisation of the contractual relationship;
- Execution of the ordered Services;
- Management of contracts and bookings;
- Communication to the Sellers and Partner Providers for the execution of the ordered Services;
- Invoicing and collection of payments;
- Management of unpaid invoices and disputes;
- Management of the exercise of rights relating to personal data;
- Commercial communications and prospecting, entertainment.

## 13.3. Identification persons authorised to access the data

In order to achieve the purposes described above, and within the limits necessary for the pursuit of these purposes, the following persons may have access to some of the data provided by the User

- the Seller and its staff: client service, administrative service, accounting and management control, IT and marketing & sales;
- Partner Providers and their staff in charge of the implementation and/or administration of the Services and being involved in this regard on the processing;
- Orchestra and its staff, so that it can provide the services necessary for the operation of the Website, within the limits strictly necessary for the performance of the contract concluded with the Seller.

The access of Sellers and Partner Providers to the personal data of Users is based on signed contracts mentioning the obligations incumbent on them in terms of protection of security and confidentiality of data.

## 13.4. Data storage

The data collected will be kept for the period necessary to achieve the purposes described above, plus the period of legal prescription:

- 6 years for tax documents;
- 10 years for accounting documents;
- for the duration of any litigation and until all avenues of appeal have been exhausted.

The personal data relating to the Client's bank card are kept only for the period necessary to complete the transaction.

The personal data necessary for the sending of commercial offers are kept for as long as the Client does not unsubscribe.

# 13.5. Rights of the person about whom data is collected

The User has at all times a right to information, as well as a right of access, rectification, deletion (except if the said data are necessary for the execution of the Services, the respect of his legal obligations, or the exercise of his rights) related to the data which concern him.

The User also has the right to obtain the limitation of processing and the right to portability of the data that he/she may have provided.

LES 3 VALLEES TRAVEL draws the User's attention to the fact that the non-information or modification of data is likely to have consequences in the processing of certain requests, within the framework of the execution of certain services and that the Client's requests, in the exercise of these rights, will be kept for follow-up purposes.

To exercise these rights, the User simply needs to send his request :

- by e-mail to the following address: resa@les3vallees.com;
- or by post to the following address:

## **LES 3 VALLEES TRAVEL**

L'Annexium – 378 avenue des Belleville, 73600 Moutiers FRANCE

In accordance with the regulations in force, this request must be signed and accompanied by a photocopy of an identity document bearing the signature of the User and specifying the address to which LES 3 VALLEES TRAVEL must send the reply. A reply will then be sent as soon as possible.

In the event that LES 3 VALLEES TRAVEL does not provide a satisfactory response to the User, he/she may lodge a complaint with the competent control authority, in this case, in France: la CNIL, 3 Place de Fontenoy – TSA 80715 – 75334 PARIS CEDEX 07. Tél : 01 53 73 22 22.

## **CLAUSE 14: INTELLECTUAL PROPERTY RIGHTS**

All the elements making up the booking Website (design, graphic and textual elements, photographs, drawings, images, graphic charter interfaces and underlying technologies) as well as the intellectual property rights (including copyrights) of the contents and information of the Website, are the exclusive property of LES 3 VALLEES TRAVEL or the Sellers.

They are protected by French and international laws in force, relating to intellectual property.

Any total or partial reproduction of these elements, without prior authorisation from LES 3 VALLEES TRAVEL and/or the Sellers concerned, is strictly forbidden and exposes the offenders to legal proceedings.

#### CLAUSE 15: BEHAVIOUR OF THE USER

The User shall refrain from any act, behaviour or comment likely to infringe, in particular, the laws and regulations in force, good morals, the rights of third parties, the normal operation of the site and these T&Cs of Use.

The User may only use the Website for legal purposes and is prohibited from publishing or transmitting via the Website any illicit, prejudicial, defamatory, pornographic, hateful, racist or otherwise offensive element to human dignity in particular.

In the event that LES 3 VALLEES TRAVEL is informed of the presence of illicit content on the Website, the latter reserves the right to immediately remove the content.

LES 3 VALLEES TRAVEL also reserves the right to take all necessary measures to ensure that its rights are respected.

LES 3 VALLEES TRAVEL is entitled to carry out electronic surveillance of the documents displayed and the public areas to check their conformity with the above requirements.

## **CLAUSE 16: FORCE MAJEURE**

LES 3 VALLEES TRAVEL cannot be held responsible for the non-performance of its obligations in the event of an event of force majeure within the meaning of article 1218 of the civil code.

## **CLAUSE 17: HYPERTEXT LINKS**

The Website contains hyperlinks to other Internet sites, which are subject to their own rules of use, in particular relating to the use of their users' personal data.

Users are advised to take note of the rules of use of these sites and in particular those applicable to personal data.

LES 3 VALLEES TRAVEL makes no commitment concerning these other Internet sites to which the User may have access via the Website, particularly as regards their content, operation, access to these sites and the use of the User's personal data by these sites.

## **CLAUSE 18: PROOF**

The computerised registers are considered as evidence that can be used against the Parties.

#### CLAUSE 19: CLAUSES OF THESE T&Cs of USE

The nullity of a contractual clause does not lead to the nullity of the T&Cs of Use.

The temporary or permanent nullity of one or several clauses of the T&Cs of Use by LES 3 VALLEES TRAVEL does not imply a renunciation on its part of the other clauses of the T&Cs of Use which continue to produce their effects.

## **CLAUSE 20: AMENDMENTS**

LES 3 VALLEES TRAVEL reserves the right, at any time, to modify or update all or part of the Website's T&Cs of Use. The User is therefore advised to refer regularly to the latest version of the T&Cs of Use, which can be consulted and printed at any time from the Website.

# CLAUSE 21: APPLICABLE LAW - CLAIMS - DISPUTES 21.1. Applicable law

These T&Cs of Use are governed by French law.

## 21.2. Claims

Any complaint concerning access to and use of the Website should be addressed to the attention of LES 3 VALLEES TRAVEL 's Client Service via the contact form provided in the Contact Us tab or to the following address: resa@les3vallees.com;

or by post to the following address:

## **LES 3 VALLEES TRAVEL**

L'Annexium – 378 avenue des Belleville, 73600 Moutiers FRANCE

Any complaint concerning a Booking made on the Website must be addressed directly to the Seller concerned, in accordance with the terms and conditions set out in the Seller's General Terms and Conditions of Sale, which the Client formally accepted at the time of ordering, by ticking the box provided for this purpose.

## 21.3. Litigation

Failing amicable resolution, any dispute arising from the implementation of these T&Cs of Use shall be submitted to the competent French courts.