



TERMS AND CONDITIONS OF ACCOUNT CREATION

Terms and Conditions of account creation of March 2022

RECITALS

These terms and conditions ("the Terms") inform the User of the terms governing the creation of a personal account and of the Guest Recognition Programme ("Guest Recognition Programme") of Relais & Châteaux Entreprise.

These terms are issued by Relais & Châteaux Entreprise ("Relais & Châteaux"), a simplified joint-stock company (*société par actions simplifiée*) with capital of 1,024,515 Euros, registered with the Paris Trade and Companies Register under number B 402 003 404, whose registered office is at 58-60 rue de Prony in Paris 75017 (intra-Community VAT number: FR 09 402 003 404 00025).

Relais & Châteaux may be contacted by email at info@relaischateaux.com.

ARTICLE 1. DEFINITIONS

In addition to the capitalised terms and phrases, whether used in the singular or plural, which either have the meaning indicated when they are first used, or the meaning indicated in our Booking Terms viewable here https://static.relaischateaux.com/neo/legal/cgr_yield_en.pdf or in our Privacy Policy viewable here <https://www.relaischateaux.com/us/p/legal#personnal>, the following terms are defined as follows:

- User: User of the Website who creates an Account.
- Subscriber: User who has created a Guest Recognition Programme Account.

ARTICLE 2. ACCESS TO SERVICES

Access to certain services available on the www.relaischateaux.com and events.relaischateaux.com websites and on the Relais & Châteaux mobile applications (hereinafter referred to without distinction as the "Website"), such as the booking of hotel nights or the order of gift boxes, may be subject to the Website User creating a personal account (the "Account").

On the date of these Terms and Conditions, when the User places an order or makes a booking, he/she must create an Account, which, unless specified otherwise by the User, will be a standard Account ("Standard Account").

If the User would also like to benefit from the Relais & Châteaux Guest Recognition Programme described in Article 6 of these Terms and Conditions, he/she must then create a specific account enabling him/her to

participate to this programme ("Guest Recognition Account"). When the User creates an account independently from an order or booking, this Account is, by default, a Guest Recognition Account.

If the User subsequently no longer wishes to benefit from the Guest Recognition Programme, they may then convert their Guest Recognition Account into a Standard Account.

Creating an Account gives the User access to certain services.

Therefore, depending on the type of Account the User creates, they will be able, *inter alia*, to:

- Place an order or make a booking on the Website;
- Consult and update their contact details and activity and holiday preferences;
- Access their history of Bookings made and orders placed via the Website when logged in;
- Monitor their current Bookings and orders;
- Find the list of their favourite Properties;
- Manage their subscriptions to e-newsletters;
- Manage their password.

This list is not exhaustive and Relais & Châteaux reserves the right to change its list of services.

ARTICLE 3. TERMS AND CONDITIONS OF ACCOUNT OPENING

An Account may be created by any natural person aged at least 18 and having legal capacity. Legal entities (businesses, non-profits, etc.) may not create an Account.

By creating an Account, the User accepts these Terms after reading them and after reading the Privacy Policy available here <https://www.relaischateaux.com/us/p/legal#personnal>.

Relais & Châteaux reserves the right to unilaterally change these Terms. Relais & Châteaux shall inform the User thereof by email no less than one month before the effective date of the changes, unless the change is made necessary by an immediately effective regulatory provision.

The User may refuse the proposed changes and may, in this case, notify their refusal by email within two months of the effective date of the proposed changes, to dpo@relaischateaux.com. Such refusal will entail the closing of the User's Account by Relais & Châteaux within 30 days.

In the absence of any written objection from the User within that time, they shall be deemed to have accepted the changes. Thereafter, the relationship between the Parties shall be governed by the new version of the Terms accessible online https://static.relaischateaux.com/neo/legal/cgu_hosp_en.pdf at any time.

ARTICLE 4. ACCOUNT OPENING PROCEDURE

To create an Account, the User must fill in a registration form with their contact details (such as their last name, given name, email address and country) and create a personal password.

The User will receive an email confirming the creation of their Account within 24 hours of its creation and containing their Subscriber number if they have created a Guest Recognition Account.

The User is fully liable for keeping their password confidential. They agree not to use the Account, name, email or password of any other natural person User or non-User, at any time, and not to disclose their password to a third party.

Under no circumstances shall Relais & Châteaux be held liable for the use of an Account by a third party who is in possession of a User's password.

The User undertakes to notify Relais & Châteaux immediately in the event that they suspect any unauthorised use and/or in the event of theft of their password.

In this case, the User must change their password.

The User may only have one Account in their name.

By creating an Account, the User undertakes to provide exact, complete and current information.

The User is required to keep their personal information up to date. Relais & Châteaux shall not be held liable for any error in the recipient's contact details.

The User warrants that no information provided when creating or updating their Account shall interfere with the rights of third parties or be contrary to the law, public order and good moral standards.

The User undertakes to not steal the identity of another person or entity, falsify or conceal their identity or age or create any false identity.

They undertake not to disseminate any personal data or information of third parties, such as names, postal addresses, phone numbers, email addresses or bankcard numbers.

The User's Account may not be transferred in whole or in part by the User, either free of charge or for consideration, and the User agrees not to assign to any third party any of their rights and obligations arising under these Terms.

ARTICLE 5. ACCOUNT CONVERSION AND CANCELLATION

5.1 Conversion of a Guest Recognition Account into a Standard Account

At any time, the User may decide to no longer benefit from the services of the Guest Recognition Programme.

In this case, the User may switch from a Guest Recognition Programme Account to a Standard Account by making the change in their personal account.

5.2 Account Cancellation

To cancel their Guest Recognition Account or Standard Account, the User should make their request to Relais & Châteaux at dpo@relaischateaux.com.

In addition, in case of a breach by the User of their obligations, Relais & Châteaux reserves the right to take any appropriate measure to bring an end to the actions in question. It shall be entitled, in particular, to suspend, cancel and/or block access to the User's Account and to immediately terminate a Subscriber's subscription in accordance with Article 6.3 where applicable.

If Relais & Châteaux suspects a theft of the User's identity, the User shall provide Relais & Châteaux with proof of their identity upon request. Pending confirmation of the User's identity, Relais & Châteaux reserves the right to suspend and/or block access to the Account.

ARTICLE 6. GUEST RECOGNITION PROGRAMME

6.1 Presentation of the Guest Recognition Programme

With over 580 member hotels, located across five continents, Association Relais & Châteaux embraces and promotes the values of Art of Living and wishes to offer guests the very best way of discovering the world. With this aim, Relais & Châteaux has set up the Guest Recognition Programme designed to offer its Subscribers services tailored to their expectations, by fostering, where possible, information-sharing between the Association Relais & Châteaux member hotels and restaurants partnering the Guest Recognition Programme (the "**Properties**"). The list of Relais & Châteaux Properties can be viewed at: <https://www.relaischateaux.com/us/site-map/etablissements> <https://www.relaischateaux.com/us/site-map/etablissements>.

6.2 Terms and conditions of subscribing to the Guest Recognition Programme

The Guest Recognition Programme is open only to natural persons aged 18 years and over and having legal capacity. Legal entities (businesses, non-profits, etc.) may not join the Guest Recognition Programme.

Subscription is applied free of charge by creating a Guest Recognition Account on the www.relaischateaux.com Website. Subject to specific cases, no application for subscription can be processed by phone, mail, email or directly at the Properties.

Relais & Châteaux reserves the right to deny subscription to any person not meeting the required conditions to take part in the Guest Recognition Programme. Relais & Châteaux also reserves the right to ask the Subscriber for proof of their identity and to deny subscription if they fail to provide such proof.

6.3 Term of a Guest Recognition Programme subscription

The Subscriber joins the Guest Recognition Programme for an indefinite term when they register for the Guest Recognition Programme. This registration is considered done on the date of creation of a Guest Recognition Account.

The Subscriber may terminate their subscription at any time via their Guest Recognition Account by converting their account to a Standard Account.

In the event of termination by the Subscriber, their Account will be automatically converted into a Standard Account. The Standard Account particularly gives the holder access to a part of their booking history and their favourite Properties and allows them to manage subscriptions to newsletters. It is automatically closed after three years of inactivity by the holder.

Relais & Châteaux may also terminate the Subscriber's subscription if the Guest Recognition Programme is terminated. In this case, the Subscriber will be informed of the end of the Guest Recognition Programme by email, no less than 30 days before the effective termination date thereof. The Subscriber shall not be entitled to any compensation for such termination.

Without prejudice to the foregoing, Relais & Châteaux reserves the right to terminate a Subscriber's subscription to the Guest Recognition Programme with immediate effect if the Subscriber does not comply with these Terms or commits any actions or omissions that Relais & Châteaux can reasonably regard as inappropriate (such as making improper, inappropriate, insulting, racist, discriminatory or threatening remarks in a Relais & Châteaux Property or to a member of the Relais & Châteaux personnel) and/or which could be detrimental to the reputation of Relais & Châteaux or the Guest Recognition Programme. Subscription may also be terminated as of right following two written requests from Properties. In this case, Relais & Châteaux will send the Subscriber an email to inform them of this termination. The Subscriber shall not be entitled to any compensation for such termination.

6.4 Subscriber's advantages under the Guest Recognition Programme

The Guest Recognition Programme enables information obtained from the Subscriber to be shared between Relais & Châteaux and the Properties in which the Subscriber stays, so that they can offer the Subscriber a service tailored to their needs and expectations. This service can take several forms: bespoke hospitality according to their accommodation preferences and reasons for their stay, culinary suggestions adapted to the Subscriber's tastes, etc.

Therefore, each Property welcoming the Subscriber will have access to their information for the time required to prepare and manage Bookings, i.e. up to three months before the start of the stay and three months after the end of the stay in or visit to the Property, in order to be fully aware of their preferences and provide optimal hospitality. This information is accessible on a tool common to all the Properties allowing them to share information provided by Guest Recognition Programme Subscribers, according to restrictive access rules.

Relais & Châteaux may also, either occasionally or on a regular basis, invite the Subscriber to or suggest to the Subscriber, via customised newsletters and on their online account, events or special offers, tailored to their preferences whenever possible.

The Guest Recognition Programme shall not however impose upon Relais & Châteaux and the Properties any specific obligations or the requirement to take the Subscriber's preferences and constraints into account nor shall it oblige the Properties and Relais & Châteaux to share the Subscriber's information.

In this regard, Relais & Châteaux draws the Subscriber's attention to the fact that the disclosure of information concerning them within the framework of the Guest Recognition Programme does not exempt them from providing such information directly to the Property in which they may stay or enjoy a service, particularly if such information is important for their health or safety (allergy, intolerance, anonymity, etc.). Accordingly, Relais & Châteaux and the Properties shall not, under any circumstances, be held liable for any harm caused by any failure to take into account any information provided by the Subscriber within the framework of the Guest Recognition Programme.

To be recognised by the Properties as a Subscriber, they must provide their Subscriber number (i) at the time of Booking and (ii) upon arriving at the Property. The advantages can only be granted if the Booking is made by the Subscriber via:

- the Relais & Châteaux Concierge service by phone,
- the www.relaischateaux.com website, by logging in to their Guest Recognition Account,
- the Property, directly by phone or on its website, provided that the Subscriber expressly indicates that they are a Guest Recognition Programme Subscriber,
- brick-and-mortar travel agencies, provided that the Subscriber expressly indicates that they are a Guest Recognition Programme Subscriber.

Accordingly, no Booking made via a different booking channel to those listed above (for instance via Online Travel Agents) will enable the Subscriber to be identified as a Subscriber to the Guest Recognition Programme.

6.5 Liability of Relais & Châteaux

Relais & Châteaux shall take all necessary measures to guarantee the smooth running of the Guest Recognition Programme, the Subscriber's access to their Guest Recognition Account, and the security and confidentiality of the data exchanged. However, Relais & Châteaux shall not be held liable for any theft, destruction or unauthorised disclosure of data caused by any unauthorised access to the Subscriber's Guest Recognition Account.

Relais & Châteaux may not be held liable by the Subscriber for the manner in which the Properties may use the Guest Recognition Programme, and particularly for the advantages that may or may not be granted to them in this context. In any event, Relais & Châteaux shall not be held liable for any damage sustained in connection with an advantage provided by a Property.

The Subscriber shall compensate Relais & Châteaux for any damage, cost or loss (including loss of profits) caused by a breach of these Terms.

6.6 Force Majeure

None of the parties (including the Properties) shall be held liable for any failure to fulfil any contractual obligation where such failure is caused by the occurrence of a force majeure event. Force majeure events shall include, in addition to those ordinarily recognised by the case law of French courts, problems caused by disruptions or interruptions in the supply or operation of telecommunications means provided by third-party operators of networks or servers to which the network(s) used for the Guest Recognition Programme are connected, any inadequate transfer caused by telecommunications networks and internet, intranet and extranet networks, natural events (lightning, fire, flooding, earthquakes, etc.), acts of war, riots, attacks, epidemics or pandemics, and labour disputes affecting service providers or suppliers of Relais & Châteaux and the Properties.

The occurrence of a force majeure event shall relieve the debtor of the obligations affected by such an event but only of such obligations, which shall be suspended by operation of law until the effects of the force majeure event have ceased. All the other contractual obligations shall continue to be performed in accordance with the Terms.

6.7 Right of withdrawal

The Subscriber is entitled to withdraw their subscription without justifying their decision within a period of 14 days. The withdrawal period expires 14 days after the date of receipt of the email confirming the opening of the Guest Recognition Account.

To exercise the right of withdrawal, the Subscriber must notify Relais & Châteaux, 58-60 rue de Prony, 75017 Paris, or at dpo@relaischateaux.com, of their decision to withdraw their subscription by making an unambiguous statement (i.e. by sending a letter or an email). The Subscriber may use the withdrawal form template appended to these Terms but this is not mandatory.

In order to comply with the withdrawal period, the Subscriber should simply send their notification concerning the exercise of their right of withdrawal before the expiry of the withdrawal period.

If the Subscriber uses this possibility, Relais & Châteaux will send them an acknowledgement of receipt of the withdrawal on a durable medium (by email).

If the Subscriber withdraws, their Guest Recognition Account will be closed. However, they can find information concerning a part of their booking history on their Account which will have become a Standard Account.

As the Subscriber will not make any payment to Relais & Châteaux within the framework of the Guest Recognition Programme, Relais & Châteaux will not refund any sum of money to the Subscriber in the event of their withdrawal.

The Subscriber acknowledges and expressly agrees by accepting these Terms that Relais & Châteaux and the Properties will begin to provide the services under the Guest Recognition Programme before the expiry of the aforementioned withdrawal period.

In any event, the Subscriber is reminded that they are also entitled to terminate their subscription at any time in accordance with the provisions of Articles 5 and 6.3 of these Terms.

6.8 Complaints

Any complaint by the Subscriber relating to the Guest Recognition Programme must first be presented in writing to guestrelation@relaischateaux.com.

6.9 Transfer of the Guest Recognition Programme

Relais & Châteaux reserves the right to transfer the Guest Recognition Programme to another entity in its group, provided that such transfer shall not entail a reduction in the Subscriber's rights. In this case, it will inform the Subscriber thereof by email no less than 30 days prior to the transfer.

ARTICLE 7. PERSONAL DATA PROTECTION

The User will find all the information concerning the processing of their Personal Data in the Relais & Châteaux Privacy Policy <https://www.relaischateaux.com/us/p/legal#personnal>.

ARTICLE 8. INTELLECTUAL PROPERTY

Any content featured on the Website and, in particular, those integrating elements protected by copyright, trademarks, logos, graphic elements, sound, photos, databases, software, texts and videos is the exclusive property of Relais & Châteaux or the member Properties.

Any copy, extraction, decompilation, communication to the public, dissemination, distribution, broadcast, display, linking, deep linking, or any other change to the Website made without the express written permission of Relais & Châteaux is strictly prohibited. Any breach of these provisions may result in an infringement of copyright, trademark rights or other intellectual property rights and may give rise to civil and/or criminal penalties.

The User who has created an Account grants Relais & Châteaux a free, non-exclusive licence to use content provided by the User for distribution worldwide and for the term of protection of the rights. This right allows Relais & Châteaux to use, reproduce, adapt, translate, modify and publish Users' content in strict compliance with the purpose of the services provided on the Website or on any other medium providing these services.

The stipulations of this Article 8 benefit Relais & Châteaux as well as its parent company, affiliates and its content suppliers and third-party licensors. Each one shall be entitled to rely on and apply said stipulations, directly or in their own name.

ARTICLE 9. MEDIATION

Failing an amicable settlement with Relais & Châteaux, the User may use the consumer mediation service used by Relais & Châteaux, i.e. the Tourism and Travel Mediation (*Médiation Tourisme Voyage*).

Mediation is an amicable dispute resolution process that is free of charge, confidential and short, which the User and/or Relais & Châteaux is free to accept and stop at any time. The consumer mediator is an independent person tasked with suggesting a solution to the dispute between the professional and the consumer by giving an opinion that the User and/or Relais & Châteaux is free to accept or refuse.

The User may freely contact the Tourism and Travel Mediation, whose contact details are available on its website: www.mtv.travel.

Furthermore, pursuant to Article 14 of Regulation (EU) no. 524/2013, the European Commission has set up an Online Dispute Resolution platform to facilitate independent extrajudicial resolution of online disputes between consumers and professionals in the European Union. This platform is accessible at the following link: <https://webgate.ec.europa.eu/odr/>.

ARTICLE 10. GOVERNING LAW AND JURISDICTION

Except where a public policy statute applies (which shall only apply within the strict limits of its purpose), it is expressly stipulated that these Terms are governed by the laws of France and that the courts in Paris shall have jurisdiction to hear any dispute arising between the User and Relais & Châteaux in connection with these Terms.

ARTICLE 11. GENERAL PROVISIONS

Should any clause of these Terms be held to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected. In this case, the clause considered invalid or unlawful shall be modified by the court to which its validity is referred and construed so as to give effect to it in a manner as similar as possible to the invalid or unlawful provision, to the extent permitted by law.

Unless otherwise notified, no forbearance or delay by Relais & Châteaux in exercising its rights under these Terms shall be deemed a waiver of such rights.

The User and Relais & Châteaux recognise the validity and probative force of letters sent by post, emails, text messages, electronic signatures and the scanned documents exchanged between them within the framework hereof.

If the Terms are translated into any other languages and in the event of a discrepancy between the French version and the translations, the French version shall prevail.

APPENDIX: WITHDRAWAL FORM TEMPLATE

(Please complete and return this form only if you wish to withdraw from the agreement)

For the attention of Relais & Châteaux Entreprise - Service Marketing - 58/60 rue de Prony - 75017 Paris,
guestrelation@relaischateaux.com, +33 (0)1 45 72 90 00:

I/we (*) hereby notify you of my/our (*) withdrawal from the subscription agreement made online on:

Name of consumer(s):

Address of consumer(s):

Signature(s) (only where this form is sent on paper):

Date:

() Delete as appropriate.*