

# TERMS OF USE

Welcome to the website [www.hotelsbarriere.com](http://www.hotelsbarriere.com) (hereinafter referred to as the "Site") brought to you by Groupe Lucien Barrière SAS (hereinafter referred to as "Groupe Lucien Barrière" or "GLB"). By accessing and using the Site, you expressly accept the terms set out in these general terms of use (hereinafter referred to as "Terms"). If you disagree with these Terms, please do not to use the Site.

The term "GLB" refers, individually and collectively, to Groupe Lucien Barrière SAS, and each and every subsidiary and affiliated business entities (including CBCS), the company SFCMC SA and each and every subsidiary and affiliated business entities, and companies affiliated with the Barrière brand.

## 1. Intellectual property rights

The elements present on the Site (photographs, texts, slogans, brands, logos, drawings, images, databases, animated sound sequences, etc.) as well as the source code of the Site are the property of Groupe Lucien Barrière or third parties having authorized Groupe Lucien Barrière to use them.

The use of all or part of the Site for purposes other than for your personal and private use, in particular by downloading, reproduction, transmission, representation, or distribution, for commercial or non-commercial purposes, is strictly prohibited. Any extraction or reuse of quantitatively or qualitatively substantial parts of the content of one of the databases of this Site is also prohibited without the prior authorization of Groupe Lucien Barrière, whether or not these databases are protected by any law. Violation of these provisions subjects you to the penalties provided for by law.

The following statement must appear on any authorized copy of all or part of the content of the site: "© Copyright Groupe Lucien Barrière SAS. The photographs appearing on the hotelsbarriere.com site are not contractual."

When you use a "Share" function offered on the Site in order to discover a product, an event or a communication from Groupe Lucien Barrière, you acknowledge and agree that the content made available for sharing must be used only in the context of purely personal use to the exclusion of any

commercial use on websites or Internet pages and/or any other digital medium for commercial purposes.

## **2. Hypertext links**

Groupe Lucien Barrière may, in its sole discretion, authorize the establishment of a hypertext link to its content, subject to:

- your obtaining written authorization from the director of publication of the site. For any request, you can send us a message to [webmaster@hotelsbarriere.com](mailto:webmaster@hotelsbarriere.com);
- not using the deep linking technique, i.e., use of a [hyperlink](#) that links to a specific, generally searchable or indexed, piece of web content on a website. No portion of the Site may be nested within the pages of another site, but may be accessible by opening a dedicated window; and
- identifying or mentioning the source which will point via a hypertext link directly to the targeted content.

No authorization will apply to Internet sites disseminating information of a controversial, pornographic, xenophobic nature or which may, to a large extent, affect people's sensitivities.

Sites outside of Groupe Lucien Barrière with a hypertext link to the Site are not under the control of Groupe Lucien Barrière, which therefore declines all responsibility for their content. You are solely responsible for their use.

## **3. Liability**

By using the Site you agree that GLB may be held liable only in the event breach of its obligations having caused you direct damage. You further agree that in the event you allege a breach of its obligations, you will not seek nor be entitled to an award of extraordinary, special, indirect, incidental, punitive, or consequential damages, or damages for loss of profits, revenues, data or services.

Hyperlinks on the Site may redirect users to websites other than the Groupe Lucien Barrière's Site. You agree that GLB shall have no liability with respect to the content of said websites and the services offered by them.

GLB has put in place protection and security measures to safeguard its information system from any malicious activities. However, in opening the Site and using it, you acknowledge and agree to the characteristics and limitations of the Internet, the risk that some data may be intercepted or hacked, and to the risk of viruses on your computer(s) and/or computer network(s). You agree that GLB shall not have any responsibility to you or a third party in the event of misuse or incidents related to using a computer or any device for the purposes of accessing the Internet, for the maintenance or malfunctioning of the Site or any other technical connection. Notwithstanding the foregoing, GLB will comply with data breach notification laws.

The information accessible via the Site is provided “as is”. You are solely responsible for your use of information on this Site. You undertake not to transmit on this Site any information that could give rise to civil or criminal liability, and you therefore undertake not to disclose via this Site any information that is illegal, contrary to the public order or defamatory.

Groupe Lucien Barrière declines all responsibility in the event of malfunction or unavailability of the Site. Similarly, Groupe Lucien Barrière shall not be liable in the event of misuse or incident related to the use of the Site.

#### **4. Personal and Cookies**

The personal data we collect about you is processed in accordance with the terms of the applicable Privacy Policy, available [here](#).

#### **5. Modification of the Conditions**

Groupe Lucien Barrière reserves the right to modify these Conditions at any time and without notice.

#### **6. Transfer**

You may not transfer or assign your rights or obligations under the Terms without the express written consent of Groupe Lucien Barrière. Groupe Lucien Barrière has the option of transferring or assigning these Conditions

to one or more third parties without your authorization provided that said transfer or said assignment does not lead to a reduction of your rights as provided for by the Terms.

## **7. Applicable law and competent courts and arbitration**

These Conditions are subject to French law, without any rule of conflict of laws being applicable. Except as provided herein, the French courts have exclusive jurisdiction to hear any dispute arising from the use of the Site, the interpretation, the execution or the termination/end of the Terms.

If you are a resident of the United States, you agree to resolve any dispute in connection with these Terms and your use of the Site that you may have with GLB by arbitration via videoconference before a single arbitrator in accordance with the rules of the American Arbitration Association applicable to such disputes. The arbitrator shall have experience either in the hotel and travel industry or with e-commerce applicable to consumer transactions. You and GLB shall bear their respective attorneys' fees and equally share the administrative costs of arbitration. The order of the arbitrator shall be non-appealable and binding on both and may be entered as a judgment in a court of competent jurisdiction. At the time of any arbitration, you and GLB may agree but are not required to request that the arbitrator's award shall include factual findings and legal rational for the award/decision, and you and GLB shall bear the cost of such findings and award/decision equally. To further efficiency and cost effectiveness of arbitration, you agree that the arbitrator shall not have the authority to do any of the following:

- i. order any hearing to be heard before a court reporter,
- ii. to order discovery,
- iii. to order rescission of these Terms of Use,
- iv. to declare these Terms of Use void;
- v. to declare any provision of these Terms of Use void,
- vi. to award any damages other than ordinary compensatory damages.

You also agree that no party to the arbitration shall, for any reason or under any legal theory, be liable to the other or any third party for any extraordinary, special, indirect, incidental, punitive, or consequential damages, or for loss of profits, revenues, data or services, regardless of

whether such damages or loss were foreseeable and regardless of whether you were informed or had direct or imputed knowledge of the possibility of such damage or loss in advance.

## **8. Severability clause**

If one or more Terms, including this provision, were declared totally or partially null or unenforceable by a court of competent jurisdiction, the remaining Terms would not be affected and would remain valid and enforceable (unless the affected provision was deemed by the competent court to be an essential obligation of Groupe Lucien Barrière in which case the court may restate the provision to carry out its intent).