

GENERAL CONDITIONS OF USE

Updated : August 09, 2024

ARTICLE 1 : OBJECT

The <https://joinsezame.com/> website is published and operated by SEZAME, a simplified joint stock company (SAS) with a share capital of 1,000 euros, headquartered at 10, rue Blacas in NICE (06000) and registered with the Nice Trade and Companies Registry under SIREN number 914 716 220.

Intracommunity VAT number: FR48914716220

E-mail address: contact@joinsezame.com

These general conditions of use of the Site ("**GCU**") govern the use of the Site and apply to any use of the Site by a User with a view to the reservation of experiences by the latter.

Browsing the Site and/or booking an Experience automatically implies the User's express and unreserved acceptance of the GTUs.

SEZAME reserves the right to modify, delete or update all or part of these GTUs at any time and without prior notice, in particular in order to comply with any changes in legislation.

The GCU applicable to the user are those in force on the day of navigation on the Site.

ARTICLE 2 : DEFINITIONS

The terms used in the body of the GCU, and beginning with a capital letter, whether used in the singular or plural, will have the meaning given to them below.

- **Customer:** refers to the person who books an Experience on the <https://joinsezame.com/> website, it being understood that the Customer will inevitably be considered as a User.
- **Experiences:** refers to the offers, excluding accommodation, proposed by Partner Hotels on the Site.
- **Partner Hotel:** refers to a SEZAME partner hotel whose offers are published on the Site.
- **User:** refers to the person browsing the Site without necessarily being a Client.
- **Site:** refers to all content and services offered by SEZAME on the website, which can be accessed at <https://joinsezame.com/>.

ARTICLE 3 : WESITE ACCESS

The Site offers the User free access to content and information on the Site.

SEZAME provides free access to the content it publishes to Users who are of legal age and have Internet access.

The User is not required to register in order to have access to the content of the Site, however he/she may connect to his/her personal space and browse the Site.

When creating a personal space, the User undertakes to provide accurate and truthful information. In addition, registration is exclusively personal; it cannot be opened on behalf of a third party, and is non-transferable.

To create a SEZAME account, you must provide the Site with the following information:

- A valid e-mail address,
- a password,
- a last name,
- first name,
- title,
- a numeric identifier (pseudo),

SEZAME reserves the right to refuse the registration of a User whose information proves to be inaccurate, incomplete or not in conformity with the procedure described above and with the present Terms and Conditions of Use.

The validation click confirms the creation of the account and implies acceptance of the present GCU. Validation is confirmed by notification of a confirmation e-mail from the User.

SEZAME cannot be held responsible for any direct or indirect damage suffered by the User or by third parties, resulting from fraudulent access to the User's account, following disclosure of the User's identification details.

In the event of non-compliance with the General Conditions of Use or abusive or fraudulent use of the Site, SEZAME may refuse a User access to the Site.

ARTICLE 3 : WEBSITE MODIFICATION

SEZAME updates the content of the Site on a regular basis in order to offer Users new Experiences and to provide accurate and complete information at the time of browsing the Site.

ARTICLE 4 : WEBSITE AVAILABILITY

In principle, the Site is accessible 24 hours a day, 7 days a week, except in the event of scheduled or unscheduled interruptions required for maintenance or in cases of force majeure. Being subject to an obligation of means, SEZAME shall not be held liable for any damage whatsoever resulting from the unavailability of the Site or one or more Services, or resulting from the presence of a virus on the Site.

ARTICLE 5 : WEBSITE PROPERTIES

All elements contained on the Site, including in particular elements protected by copyright, trademarks, logos, graphics, photos, databases, software, texts and videos, are the exclusive property of SEZAME or its partner Hotels.

The reproduction, use, distribution and/or representation, in whole or in part, of one or more elements present on the Site for commercial or advertising purposes constitutes an infringement of copyright, unless expressly authorized in advance by SEZAME.

The reproduction, use, distribution and/or total or partial representation of one or more elements present on the Site and not expressly authorized, constitutes an infringement of the rights of third parties likely to engage the civil and/or criminal liability of its author.

SEZAME and the Partner Hotels reserve the right to take legal action against any User who does not comply with the present article.

ARTICLE 6 : RESPONSIBILITY

SEZAME will take all necessary steps to ensure the proper functioning of the Site, its accessibility, its security and the confidentiality of the data exchanged. However, the obligation to provide the Site and its services is limited to an obligation of means.

SEZAME makes every effort to ensure that the information provided on the Site is accurate and up-to-date, although such information may be erroneous.

SEZAME may not be held liable in the event of malfunction of the Site attributable to a case of force majeure or to an unforeseeable and insurmountable act of a third party, in the event of damage resulting from viruses, fraudulent intrusion by a third party leading to modification of data, bugs in any program or application that is incompatible with the hardware or software used by the User and for damage suffered by the User as a result of negligence or fault on the part of the User or any third party.

SEZAME may not be held liable if the data relating to a Client's Reservation does not reach SEZAME for any reason for which SEZAME may not be held liable (in particular, a problem with the Client's Internet connection, a temporary failure of SEZAME's servers for any reason whatsoever, etc.) or if the data reaches SEZAME illegible or impossible to process (in particular, if the Client's hardware or software environment is unsuitable for the Reservation).

The photographs and texts reproduced and illustrating the Experiences presented on the Site are not contractual. Consequently, SEZAME cannot be held responsible for any error in one of these photographs or texts.

ARTICLE 7 : CONTACT

The User may contact SEZAME with any questions or requests for information concerning the Site, or any reports of illicit content or activities by e-mail at the following address: contact@joinsezame.com.

SEZAME will endeavour to respond to Users' requests and complaints as quickly as possible.

ARTICLE 8 : LINKS TO THE WEBSITE AND OTHER WEBSITES

Hypertext links may be present on the Site. By clicking on them, the User will be redirected to another page. The latter has no control over and cannot be held responsible for the content of the web pages linked to.

ARTICLE 9 : PERSONAL DATA PROTECTION

The User will find all the information concerning the processing of their Personal Data in the SEZAME [confidentiality policy](#).

ARTICLE 10 : APPLICABLE LAW - LITIGATION

These General Conditions of Use are subject to French law. In the event of a dispute, the French courts will have sole jurisdiction.