

General Terms and Conditions of Use

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Preamble

Sezame is a web platform, available at <https://joinsezame.com/fr> (the "**Site**").

This Site is published by Sezame, SAS with a capital of 1000.0 euros, having its registered office at 10 RUE BLACAS, 06000 NICE and registered in the Nice Trade and Companies Register under the identification number 914716220, (hereinafter "**the Publisher**"). Sezame is accessible to users (the "**User(s)**").

Sezame is hosted by Amazon Web Services, whose headquarters are located at Amazon Web Services c/o Regus, 10th Floor Westhafenplatz 1 60327 Frankfurt am Main. This host can be contacted at this email address: eu-privacy@amazon.fr.

The purpose of these Terms of Use (the "Terms" or taken as a whole, the "Agreement") is to define the terms and conditions governing the relationship between Users and Sezame. In the event of non-compliance with the terms of these Conditions, Sezame reserves the right to take any measure likely to preserve its interests and in particular to ensure their execution.

Access to and use of the site are subject to acceptance of and compliance with these General Terms of Use.

The Publisher reserves the right to modify, at any time and without prior notice, the Site and services as well as these Terms of Use, in particular to adapt to changes in the Site by making new features available or deleting or modifying existing features.

The User is therefore advised to refer to the latest version of the General Terms of Use before any browsing, which can be accessed at any time on the Site.

These General Terms of Use apply, as necessary, to any variation or extension of the Site on existing or future social and/or community networks.

Article 1 : Purpose of the site

The Site allows the User to access the following services in particular: an online reservation platform dedicated to the promotion and sale of ancillary services in high-end hotels located in France and abroad (the "**Service(s)**").

Sezame, according to the present Terms, grants Users a limited, revocable, non-exclusive, non-transferable right of access to the Services on a strictly personal basis. Any use of the platform contrary to its purpose is strictly prohibited and constitutes a breach of these provisions.

Article 2 : Access to the site

To be eligible for the Service, the User may be a natural or legal person.

Sezame reserves the right to suspend or refuse access to the Site to one or more Users.

Article 3 : Management of the site

The Publisher implements the necessary technical solutions to allow continuous access to the site for the User. However, it reserves the right to limit or suspend access to all or part of the Site at any time, without prior notice. Such an interruption may be necessary for reasons of maintenance of the site or its content, or for any other reason deemed necessary for the proper functioning of the site by the Publisher.

The use of the Platform requires a connection and an Internet browser. The Platform is accessible at the following address: <https://joinsezame.com/fr>.

All hardware and software required to access the Platform and to use the Services are the sole responsibility of the User.

Article 4 : Contact

The user may contact the Publisher for any question or request for information concerning the Site, or any report of illegal content or activities by e-mail to the address contact@joinsezame.com.

Article 5 : Use of the platform's services

Users shall refrain from

1. transmitting, publishing, distributing, recording or destroying any material, in particular the contents of Sezame, in violation of the laws or regulations in force concerning the collection, processing or transfer of personal information;

2. to disseminate data, information or content of a defamatory, insulting, obscene, offensive, violent or inciting to violence nature, or of a political, racist or xenophobic nature, and in general any content that is contrary to the laws and regulations in force or to good morals;
3. refer to or create links to any content or information available from Sezame's sites, except with the express prior written consent of Sezame;
4. Use information, content or any data on the Site to offer a service considered competitive to Sezame;
5. Sell, exchange or monetize information, content or data on the platform or services offered by the Platform, without the express written consent of Sezame;
6. reverse engineer, decompile, disassemble, decrypt or otherwise attempt to obtain the source code in relation to any underlying intellectual property used to provide all or part of the Services
7. use any manual or automated software or devices, robots or other means to access, search, retrieve or index any page of the Site;
8. endanger or attempt to endanger the digital security of Sezame. This includes attempts to monitor, scan or test the vulnerability of the system or network or to violate security or authentication measures without prior express authorization;
9. counterfeit or use the products, logos, trademarks or any other element protected by the intellectual property rights of Sezame;
10. simulate the appearance or operation of the Site, for example by using a mirror effect;
11. disrupt or disturb, directly or indirectly Sezame, or impose a disproportionate load on the infrastructure of the Site, or attempt to transmit or activate computer viruses via or on the Site;

It is recalled that violations of system or network security may lead to civil and criminal proceedings. Sezame verifies the absence of such violations and may call upon the legal authorities to prosecute, if necessary, Users who have participated in such violations. Users undertake to use the Site in a loyal manner, in accordance with its purpose and the legal and regulatory provisions, these Conditions and current practices.

Article 6 : Intellectual Property

The entire content of the Site, including designs, texts, graphics, images, videos, information, logos, button icons, software, audio files and others belongs to Sezame, which is the sole owner of all intellectual property rights relating thereto.

Any representation and/or reproduction and/or exploitation of the content and services offered by Sezame, in whole or in part, by any means whatsoever, without the prior written permission of Sezame, is strictly prohibited and may result in legal action.

Article 7 : Personal Data

All personal data held by Sezame is collected legally and fairly in accordance with the terms of the privacy policy accessible at this address: <https://joinsezame.com/fr/privacy>.

This data is provided by Users who voluntarily and expressly accept the present Conditions authorising Sezame to process, disclose or transfer this data to any third party in order to (i) allow the User to take full advantage of the Services and functions offered by the Website, (ii) prevent any fraud and/or (iii) for statistical purposes.

Personal data is stored by Sezame for processing in the context of the use of the Services. They are kept for as long as necessary to provide the Services and functions offered by the Website.

The User always remains the owner of the information concerning him/her that he/she transmits to Sezame. In accordance with the French law n° 78-17 of January 6, 1978, in its consolidated version as of March 24, 2020, the User has the right to access, rectify and delete personal data concerning him/her, as well as the right to oppose the communication of this data to third parties for valid reasons.

The User may exercise these rights by writing to the following e-mail address: contact@joinsezame.com.

A reply to the User's request will be sent within 30 days.

Article 8 : Responsibility

It is reminded that the data published by Users and the information shared by them can be captured and used by other Users or third parties. In this sense, Sezame does not guarantee the respect of the property of these data, it is the responsibility of the User to take all necessary measures to preserve the property of his data.

Sezame does not guarantee the uninterrupted or error-free operation of the Services, in particular, Sezame cannot be held responsible for any interruption in access to the Platform due to maintenance, updates or technical improvements.

In any case, Sezame shall not be liable under any circumstances for indirect or unforeseeable loss or damage to the User or any third party, including but not limited to any lost profit, unfortunate investment, inaccuracy or corruption of files or data, image or commercial loss, loss of turnover or profit, loss of clientele or loss of opportunity related to any title and on any grounds whatsoever.

Furthermore, Sezame shall not be liable for any delay or non-performance of this Contract justified by a case of force majeure, as defined by the case law of the French courts.

Article 9 : Agreement of proof

Computer systems and files are deemed to be proof in the relationship between Sezame and the User.

Thus, Sezame may validly produce in any proceedings, for the purpose of proof, data, files, programs, recordings or other elements, received, issued or stored by means of the computer systems used, on any digital or analogue media, and take advantage of them, except in the case of obvious error.

Article 10 : Indivisibility

The fact that any of the provisions of the Contract is or becomes illegal or inapplicable shall in no way affect the validity or applicability of the other provisions of the Contract.

Article 11 : Settlement of disputes

The conclusion, interpretation and validity of this Contract are governed by French law, regardless of the country of origin of the User or the country from which the User accesses Sezame and notwithstanding the principles of conflict of laws.

In the event that a dispute concerning the validity, performance or interpretation of this Contract is brought before the civil courts, it will be subject to the exclusive jurisdiction of the French courts, to which jurisdiction is expressly granted, even in the event of summary proceedings or multiple defendants.

The User is informed that he/she may in any case have recourse to conventional mediation or to any alternative method of dispute resolution (conciliation for example) in the event of a dispute.

Article 12 : Duration of the general conditions of use

The present general conditions of use are concluded for an indefinite period of time, the User is bound to respect them from the beginning of his use of the Services.

The Publisher reserves the right to modify this document at any time and without notice. Users will be informed of each update of the document.