

General Terms and Conditions of Use and Booking – Travel Agent

Relais & Châteaux Entreprise ("RCE"), a simplified joint-stock company with a share capital of €1,024,515, is registered with the Paris Trade and Companies Register under number B 402 003 404, with its registered office located at 58-60 rue de Prony, 75017 Paris, France.

Contact: <https://www.relaischateaux.com/us/landing/contact/>

The Publication Director is Mr. Laurent GARDINIER, President of Relais & Châteaux Entreprise.

THE AGENCY THAT CREATES A "TRAVEL AGENCY" ACCOUNT DECLARES THAT:

- 1. IT OPERATES AS A TRAVEL AGENT AND COMPLIES WITH ALL NATIONAL AND INTERNATIONAL REGULATIONS APPLICABLE TO ITS ACTIVITY, INCLUDING BUT NOT LIMITED TO HOLDING AN IATA (INTERNATIONAL AIR TRANSPORT ASSOCIATION) OR TIDS (TRAVEL INDUSTRY DESIGNATOR SERVICE) NUMBER, OR A NATIONAL REGISTRATION NUMBER AUTHORIZING IT TO OPERATE AS A TRAVEL AGENT;**
- 2. IT IS COVERED BY A PROFESSIONAL LIABILITY INSURANCE POLICY SUITABLE FOR ITS TRAVEL AGENCY ACTIVITY;**
- 3. IT SHALL INDEMNIFY RCE AGAINST ANY THIRD-PARTY CLAIMS RELATED TO BOOKINGS, INCLUDING BUT NOT LIMITED TO CLAIMS FROM THE AGENCY'S CLIENTS.**

1. INTERPRETATION

1.1 DEFINITIONS

The terms and expressions identified with a capital letter, whether used in the singular or plural, have the meaning indicated either at their first use or as defined below:

- **Agency(ies) or Agent(s):** Any legal entity, represented by its legal representative or any other authorized person (employee), holding a “travel agency” Account on the Site and making Bookings or issuing offers.
- **Relais & Châteaux Association:** A non-profit association governed by the French law of 1901, with its registered office at 58-60 rue de Prony, 75017 Paris, represented by Mr. Laurent GARDINIER in his capacity as President. The Association brings together over 560 hotels and/or restaurants worldwide, operated by independent individuals or legal entities who are members of the Association. The Association provides its members with a range of services, notably through its subsidiary RCE.
- **Booking Center:** Refers to the reservation center accessible via the Site or by Phone, allowing Agencies to make Bookings with hotel establishments that are members of the Relais & Châteaux Association.
- **“Travel Agency” Account:** Refers to the personal space dedicated to the Agency, where information related to the Agency, its offers, and favorites are stored. When creating its account, the Agency acknowledges and accepts these GTUB (General Terms of Use and Booking).
- **General Terms of Use and Booking:** Refers to these General Terms of Use and Booking or GTUB.
- **Free Comment Field:** Refers to the section on the Site during the booking process that allows the Agent to communicate any specific information related to the client's stay to the Hotel Establishment (e.g., preference for a smoking room, provision of a baby bed, food allergies, etc.).
- **Hotel Establishment(s):** Refers to a hotel that is a member of the Relais & Châteaux Association, whose Offers are published on the Site or available by Phone.
- **Rate Offer(s):** Refers to the offer made by the Hotel Establishment to the Agency to provide the Services under the terms and conditions defined by the Hotel Establishment and shown on the Site or communicated by Email. The offer reflects the conditions applicable at the exact time it is issued. It may be modified or adjusted at any time without notice, including immediately after being communicated. It does not constitute a binding commitment by the Hotel Establishment. The offers presented on the agency portal are intended solely for professionals operating as travel agents. These offers are stored for 30 days from the date of issue.
- **Service(s):** Refers to the hotel, restaurant, and additional services offered at the time of Booking (including but not limited to spa treatments, boat transfers, flower arrangements, etc.) provided by Hotel Establishments that are members of the Relais & Châteaux Association.
- **Booking(s):** Refers to the acceptance of the Offer by the Agency under the terms and conditions of the Hotel Establishment during the booking process on the Site or by Phone.
- **Service(s):** Refers to the service(s) provided by RCE to the Agency as defined in Article 2.1.

- **Site:** Refers to the section dedicated to Agencies on the website www.relaischateaux.com, where Offers available for Booking by Agencies are published.
- **Phone:** Refers to how Bookings are made with RCE. In this case, the GTUB (General Terms of Use and Booking) are available online on the Site.

1.2 SCOPE OF THE GTUB

The provision of the Service by RCE to the Agency is governed by these GTUB, which constitute the entire agreement between the parties with respect to its subject matter.

At any time, the Agency may access the GTUB at the following address: https://static.relaischateaux.com/neo/legal/cgur_ta_en.pdf, particularly in the case of a Booking made by Phone.

The GTUB are also brought to the Agency's attention when creating its "travel agency" Account and are reiterated before the finalization of each Booking.

The applicable GTUB are those in effect on the date the Booking is finalized.

When creating its "travel agency" Account (<https://www.relaischateaux.com/us/join-b2b/>), by checking the box accepting the GTUB, the Agency declares that it has read and fully accepts all the terms of the GTUB without reservation.

Furthermore, when making a Booking on the Site, by clicking on "confirm and book," the Agency confirms that it has read and fully accepts all the terms of the GTUB without reservation.

No special condition may prevail over the GTUB unless formally and expressly accepted in writing by RCE. Any contrary condition put forward by the Agency shall, in the absence of express acceptance, be unenforceable against RCE, regardless of when it may have been brought to its attention.

The fact that RCE does not invoke any of the GTUB at a given time shall not be interpreted as a waiver of its right to invoke any of the said GTUB at a later date.

2. PURPOSE OF THE GTUB

2.1 SCOPE OF APPLICATION

The purpose of these GTUB is to define the terms and conditions under which RCE, acting as an intermediary between the Hotel Establishments and the Agency, provides the Service, and more specifically to:

- Publish the Offers of the Hotel Establishments.
- Receive Bookings from the Agencies.
- Transmit, after Booking, on behalf of the Agencies, to the Hotel Establishment, all necessary information for the Booking as entered online;
- Also transmit, on behalf of the Hotel Establishment, to the Agency, the Booking confirmation including the main features and conditions of the Booking, as well as information related to the Service.

It is specified that the email address used to send the Booking confirmation to the Agency is the one provided when the "travel agency" Account was created.

It is the responsibility of the Agency, if it does not receive an automatic written Booking confirmation, to contact RCE to obtain it.

2.2 RCE'S ROLE

As part of the Service, RCE acts solely as an intermediary between the Agency and the Hotel Establishment. It does not act in any capacity as a provider of the Services offered on the Site or by Phone, which are provided exclusively by each Hotel Establishment under the terms and conditions agreed between them and the Agency. The Agency thus becomes the legal contracting party of the Hotel Establishment.

2.3 ACCEPTANCE & ENTRY INTO FORCE OF THE GTUB

2.3.1 ACCEPTANCE

The validation of the Booking by the Agency constitutes full and automatic acceptance of the GTUB, of which it has been informed.

The Agency is hereby informed that Bookings will be fulfilled by the Hotel Establishments and are subject to the specific terms and conditions of sale of each Hotel Establishment, as specified on the Site. It is expressly stated that RCE does not participate in the drafting or determination of the content of these specific terms and conditions.

2.3.2 ENTRY INTO FORCE

The GTUB apply to the Service from the moment they are accepted by the Agency at the time of each Booking and remain in effect until the end of the contractual relationship between the Agency and the Hotel Establishment for the Service.

3. TERMS AND CONDITIONS OF BOOKING

3.1 GENERAL PROVISIONS

The terms and conditions of the Services are agreed upon online during the Booking process and are included in the Booking confirmation sent by email to the Agency.

By finalizing the Booking, the Agency acknowledges having read the terms and conditions of Booking, which are defined exclusively by each Hotel Establishment. These specific conditions are indicated in the cancellation and guarantee policy established by each Hotel Establishment. It is noted that these specific conditions are linked to a particular rate and room type and may vary from one Hotel Establishment to another, or even within the same Hotel Establishment.

Depending on the terms stated in the Offer, the Booking made by the Agency may be a cancellable Booking with or without fees, or a firm Booking that definitively commits the Agency to the full amount of the Service.

Some specific conditions require full, non-refundable, non-cancellable, non-modifiable, and non-transferable payment. In such cases, the credit card selected for payment will be charged the full amount of the Booking. The amount charged cannot be applied to a future Booking in the event of a no-show by the Agency at the Hotel Establishment where the Booking was made.

3.2 SPECIFIC CONDITIONS

General Terms and Conditions of Use and Booking – Travel Agent

May 2025

Page 4

3.2.1 MINIMUM STAY REQUIREMENT

Some Hotel Establishments require a minimum stay to proceed with a Booking. If applicable, this requirement is indicated on the Hotel Establishment's page when selecting the stay dates or communicated to the Agency by Phone.

3.2.2 FREE COMMENT FIELD

(i) Processing of Free Comments

Before finalizing the Booking, a Free Comment Field is provided to the Agency to communicate specific information to the Hotel Establishment.

RCE does not intentionally collect sensitive information (such as, without limitation, race, ethnicity, political opinions, religious or philosophical beliefs, union membership, health details, or sexual orientation). If such information is voluntarily entered by the Agency in the Free Comment Field, it will be processed like any other data to handle the Booking. RCE disclaims all liability for comments entered by the Agency in the Free Comment Field, which the Agency acknowledges and accepts by agreeing to the GTUB.

(ii) A Comment Cannot Constitute an Essential Condition of the Contract

The Free Comment Field may not contain any essential condition of the contract between the Agency's client and the Hotel Establishment.

It is provided solely to allow the Agency to transmit information to the Hotel Establishment. Under no circumstances may a comment entered in the Free Comment Field be considered an essential condition of the contract, nor may it be enforced against RCE or the Hotel Establishment, which will make reasonable efforts to take the comment into account. If the Agency wishes to include an essential condition in the contract with the Hotel Establishment, it must contact the Hotel Establishment directly. In the absence of a response, it must be considered that the Hotel Establishment was unable to process the comment.

3.2.3 EXCHANGE RATES

When Booking on the Site, the Agency may choose to display prices in a currency other than the local currency of the Hotel Establishment. In such cases, payment must be made in the local currency, and the Booking confirmation will show the amount in that currency.

The price in the local currency is fixed in the Booking confirmation.

However, the exchange rate is not fixed at the time of confirmation. The applicable exchange rate is the one in effect when the Hotel Establishment charges the credit card. Therefore, the Booking payment is subject to exchange rate fluctuations. Additional fees and/or commissions may apply due to these fluctuations. These are not the responsibility of RCE and remain entirely at the Agency's expense, which must inquire locally about such matters.

In the event of a refund, the applicable exchange rate will be that of the refund date and may differ from the rate applied at the time of initial payment. Any difference due to exchange rate fluctuation will not be reimbursed and shall be borne solely by the Agency.

In the case of payment by credit card, taxes and exchange rates may vary between the time of Booking and the actual stay. Foreign currency payment fees and/or commissions may be applied by the card issuer, and the cardholder shall bear these costs and must inquire accordingly.

3.3 PAYMENT TERMS

RCE provides the Service on behalf of the Hotel Establishment. As such, RCE does not receive payment for the Booking, which is collected directly by the Hotel Establishment.

Therefore, the Agency may not request any refund from RCE under any circumstances and must exercise any rights in this regard directly with the Hotel Establishment.

4. LIABILITY

4.1 RCE'S LIABILITY IN THE EXECUTION OF THE BOOKING

RCE acts as an intermediary between the Agency and the Hotel Establishment for the Booking of Services.

RCE operates as a Booking Center; therefore, the provisions of Article L. 211-1 of the French Tourism Code relating to travel packages do not apply to the relationship between RCE and the Agency.

RCE can only be held liable to the Agency in the event of a failure in its role as intermediary, namely in the publication of Offers and the transmission of Bookings to Hotel Establishments. RCE shall not be held liable for any failure by the Hotel Establishment in the execution of the Service(s), including but not limited to:

- Failure by the Hotel Establishment to fulfill its obligations, particularly those related to the Services booked, including, but not limited to, cases where the Hotel Establishment ceases operations due to bankruptcy, total or partial destruction (e.g., damage, fire, etc.).
- Inaccurate information provided by the Hotel Establishments regarding the Services offered and published on the Site or communicated by Phone (including but not limited to descriptions, availability, cancellation policies, photos, prices, etc.).
- Poor quality of Services provided by the Hotel Establishments to the Agency.
- Any damage, of any kind, suffered by the Agency in connection with the execution of a Service.

Hotel Establishments bear full and exclusive tort or contractual liability toward the Agency. In the event of a failure by a Hotel Establishment in the execution of its Service, only the defaulting Hotel Establishment may be subject to a liability claim by the Agency or its clients.

4.2 AGENCY'S LIABILITY

The Service offered to the Agency on the Site and these GTUB do not govern the relationship between the Agency and its client. Therefore, the Agency is solely responsible and shall bear all liability related to non-compliance with applicable regulations in its relationship with its client.

The Agency is responsible for all information it communicates to RCE, including but not limited to, all information relating to the company on whose behalf it makes Bookings, as well as any information concerning its clients.

The Agency shall indemnify RCE against any third-party claims, including those from its clients, arising from, but not limited to, the communication of personal or banking information or non-compliance with applicable regulations in its relationship with its client.

5. USE OF THE PERSONAL ACCOUNT BY THE AGENCY

The Agency is responsible for the use, assignment, and safekeeping of the access codes that allow access to its Personal Account. The Agency is solely responsible for any risks, including financial, related to the disclosure or misuse of these codes. Therefore, the Agency must take all necessary measures to ensure their security and strict confidentiality. RCE shall not be held liable in the event of fraudulent or abusive use of the Service due to voluntary or involuntary disclosure of access codes.

The Agency shall indemnify RCE against any third-party claims resulting from any damage caused by the loss, theft, or unauthorized use of the access codes.

The Agency is responsible for the use of the email address provided to RCE and the one associated with its IATA or TIDS code. RCE will send all Service-related information to this email address, except for Booking confirmations, which will be sent to the email address associated with the Agency's IATA or TIDS code. It is therefore the Agency's responsibility to regularly check both email addresses.

In the event of a change to either email address, the Agency must update it directly in its Personal Account or in the IATA or TIDS system.

6. FORCE MAJEURE

A Force Majeure event is defined as an event that (i) was unforeseeable at the date of these GTUB and at the time of the Booking, (ii) is irresistible during the execution of the Service, and (iii) originates from a cause beyond the control of the party invoking Force Majeure. Events deemed to meet these conditions include, but are not limited to: a nationwide energy supply failure, telecommunications service outages, denial-of-service attacks, etc.

The occurrence of a Force Majeure event excuses the debtor of the obligations affected by such an event from performing those obligations, which are automatically suspended until the effects of the Force Majeure event have ceased. All other contractual obligations shall continue to be performed in accordance with the contract.

7. DATA PROTECTION

General information regarding the processing of personal data is available in the Relais & Châteaux Privacy Policy: https://static.relaischateaux.com/neo/legal/privacypolicy_en.pdf

This clause only defines the data processing specific to the services described herein.

In the context of hotel booking services provided by RCE (hereinafter the "Processor") on behalf of the Agency (hereinafter the "Controller"), both parties agree to comply with applicable data protection regulations, including Regulation (EU) 2016/679 of April 27, 2016 (GDPR).

7.1 PURPOSE

The Processor is authorized to process, on behalf of the Controller, the following personal data: first name, last name, contact information, and any data necessary for hotel booking, solely for the purpose of performing the services defined in this contract.

7.2 DESCRIPTION OF PROCESSING

- **Purpose:** Processing necessary for the execution of the booking service.
- **Nature:** Automated processing (storage, transmission to hotels).
- **Data categories:** First name, last name, title, country of residence, phone number.
- **Data subjects:** Clients of the Controller.
- **Retention period:** Maximum of 30 days after the booking.

7.3 OBLIGATIONS OF THE PROCESSOR

The Processor agrees to:

General Terms and Conditions of Use and Booking – Travel Agent

May 2025

Page 7

1. Process data only on the instructions of the Controller;
2. Implement reasonable security measures considering available resources and risks;
3. Ensure that authorized personnel are bound by confidentiality obligations (contractual or legal);
4. Automatically delete data 30 days after the service, unless otherwise required by law.

7.4 SUB-PROCESSING

The Processor may engage other sub-processors, including for hosting and technical management, provided they offer sufficient guarantees of compliance and their identity is disclosed upon request by the Controller.

7.5 TRANSFER OUTSIDE THE EU

No data transfers outside the EU/EEA are made without appropriate legal safeguards (adequacy decision, standard contractual clauses, etc.).

7.6 LIABILITY OF THE PROCESSOR

The Processor can only be held liable in the event of proven fault, directly and exclusively attributable to the performance of its legal or contractual obligations, and which caused damage to the Controller.

In particular:

- The Processor shall not be liable for processing carried out on the Controller's instructions, nor for any damage resulting from lack of information, incomplete instructions, or the Controller's failure to comply with its own legal obligations.
- Liability is strictly limited to direct damages only, excluding any indirect, consequential, or commercial damages (including data loss, loss of revenue, reputation, or clientele).
- In any case, except in the event of gross negligence or willful misconduct, the Processor's total cumulative liability, regardless of the number of claims, is limited to the total amount invoiced under the contract during the three months preceding the event giving rise to the damage.

7.7 LIABILITY OF THE CONTROLLER

The Controller guarantees that:

- The personal data provided has been collected and processed lawfully, fairly, and transparently in accordance with applicable regulations;
- Data subjects have been duly informed of the processing, including the transfer of their data to the Processor;
- Instructions given to the Processor comply with data protection laws.

The Controller agrees to indemnify and hold the Processor harmless, upon first request, from any claim, action, fine, penalty, judgment, cost, or damage (including reasonable legal fees) resulting from:

- A breach by the Controller of its legal or contractual obligations;

- An unlawful, inaccurate, or incomplete instruction;
- A failure to inform or obtain consent from data subjects, where required;
- Or more generally, any failure attributable to the Controller.

8. GOVERNING LAW AND JURISDICTION

By express agreement, this contract is governed by French law. If any provision is declared illegal, null, or unenforceable, such declaration shall not affect the validity and enforceability of the remaining provisions.

In the event of a conflict between the French version of these GTUB and any translated versions, the French version shall prevail.

All disputes and/or claims arising from this contract shall be subject to the exclusive jurisdiction of the courts of Paris, including for interim proceedings, emergency procedures, third-party claims, petitions, or multiple defendants.