

# Terms and conditions

TERMS AND CONDITIONS GITES

## About Second Home Care

Second Home Care S.A.R.L. is located at Place du Marché, 89520 Saint Sauveur en Puisaye and registered at the Chamber of Commerce under number 49940241000025. Our VAT number is FR47499402410

## What does Second Home Care do?

The website Second Home Care is a platform for advertising, finding and managing service for holiday accommodation(s) as well as being a platform for the sale of real estate. Second Home Care acts as a intermediary and is not part of the agreements that provider and consumer enter. Second Home Care is only responsible for the handling of payments made to Second Home Care which are done online via the website of Second Home Care.

### Introduction

Rules apply to the use of the website. These are described in the terms and conditions. The terms and conditions apply to the use of the website and all legal relationships and agreements between Second Home Care and the users of the website. Users of the website include visitors, advertisers, tenants, property owners, buyers and sellers.

The text of these terms and conditions is offered in the French language and in other languages. In case of conflict or if something is unclear, the French version will prevail. If any provision of these Terms and Conditions is invalid, is not binding, void or voidable, this will not affect the other provisions of the Terms and Conditions.

Second Home Care has the right to change the terms and conditions. The version of the terms and conditions is valid from the moment of publication.

### Index

- I. Conditions for using the website
- II. Specific conditions Advertising accommodation(s)

## I. Conditions for using the website

*This part of the terms and conditions applies to anyone who in any manner whatsoever uses the website, such as by visiting the website, advertising on it and / or making a booking as a renter or property owner through the booking module of the website or by entering another agreement with Second Home Care*

### Etiquette

Second Home Care expects all users to behave correctly towards others and towards Second Home Care.

For all users applies that it is not allowed to:

- ! place incorrect, incomplete or misleading data;
- ! advertise products or services other than in accordance with the website's format;
- ! to act in breach of third party rights, including intellectual property rights;
- ! distribute viruses or messages containing spam, chain letters or pyramid schemes;
- ! encumber the infrastructure unreasonably or disturb the proper functioning of the website;
- ! place any content or post personal information from third parties, copy, adapt, distribute, or other ways breach on the privacy of others;
- ! make offensive comments about or to others or to insult, intimidate, discriminate, extort, violently express oneself or spread pornography;
- ! place data that are inconsistent with the objectives of Second Home Care;

This list is not complete. Other undesirable acts are not allowed, Second Home Care will decide whether they are undesirable or not. Second Home Care has the right to exclude a user from using the website notwithstanding any other rights that Second Home Care has.

The user agrees that Second Home Care has the right to inform the police/the authorities and provide information about a user if such information is requested in relation to a suspected criminal act.

To report an act in which social norms are violated, we encourage users to contact us via the help desk.

### **Inaccurate information on the website**

Data about accommodation(s) listed on the website come from and are placed by the property owner. The property owner is responsible for ensuring that this information, including pricing, availability and features of the property(s) are true and correct. Second Home Care facilitates the placement of advertisements, but is not able to check the data for correctness and does not take any responsibility for its accuracy or completeness.

All information on the website is subject to errors or other mistakes by us or advertisers. Data on the website is only meant to be supportive and never intended as advice.

Second Home Care requests the user to report any inaccuracies or incompleteness immediately after discovery in Second Home Care via the helpdesk. For this, we thank you very much, also on behalf of other users of the website.

### **Intellectual property**

Data on the website might be protected by the rights of intellectual property. These rights are reserved and must be respected. Data can include text, graphics, photos and illustrations. The website itself is protected, including design, software, trademarks and logos and information. Subject to statutory exceptions, none of this may be reproduced (including "framing"), made available to third parties or

made public without the prior written consent of Second Home Care or their respective owners.

The use of hyperlinks from another website to (one page) of the Second Home Care website is permitted in principle.

Second Home Care retains the right to ban a hyperlink from the website if the content, image or reputation of the host website is at odds, according to Second Home Care, with the name and reputation of Second Home Care.

## **Account**

The website offers the user the ability to create an account. If the user uses this option, it is asserted that :

! he is 18 years or older and is legally competent;

! all information provided is true and complete;

! he is entitled to use the data.

***In conflict herewith*** Second Home Care reserves the right to delete the account immediately without prejudice to any other rights accruing Second Home Care.

The account can be changed by the user at any time or be removed on request via the helpdesk.

## **Communication**

When communicating with Second Home Care the user accepts responsibility for the use of email as a communication tool and the possibility that email is not received or is not received on time. The user should always check his spam filter and the website.

## **Privacy**

Second Home Care takes the necessary care into account in the processing of personal data with respect for everyone's privacy. The user hereby grants permission for the processing of personal data obtained by Second Home Care through the website.

Second Home Care has to obtain user information, including address, bank and payment details and the content of necessary conversations via the website for the execution of the services. This information is used by Second Home Care for the following purposes:

! the execution of the agreement(s), including the provision and billing of services Second Home Care;

! dealing with bookings and giving out information about its progress;

! informing about products and services of Second Home Care;

! providing data to third parties based on legal obligations;

Furthermore Second Home Care records data (including used IP address) in order to compile usage statistics and security of the website.

Second Home Care use cookies on its website that are stored by the user's browser on his computer.

Cookies are used in the search process and the booking process to store information about user search and bookings. The visitor may set their browser in order not to receive cookies while visiting Second Home Care. In that case it may happen that the user can not use all features of the website or that he has no access to parts of the website.

If the visitor would like to know what information Second Home Care has recorded about him or if he wants to change his data, he may consult his account and modify or contact the helpdesk Second Home Care for further information.

### **Website security**

Second Home Care takes appropriate technical and organisational measures for the security of the website. The security will meet a level that, given the state of current technique, the sensitivity of the data and the costs associated with the implementation of the security is not unreasonable.

The user of the website will ensure adequate security of his computer and keep account access codes assigned to him confidential and not disclose to others.

### **Liability**

Second Home Care is not liable for damages resulting from the use of the website, including the use of data on the website, nor for the liabilities or disputes arising out of or related to the agreement(s) between a tenant and a property owner or (a) other agreement(s) entered into by the user.

If an agreement has been established between the user and Second Home Care, then the amount of the liability of Second Home Care, whatever the basis of the claim, is limited to the direct damages up to an *amount equal to the amount of that agreement between the user and Second Home Care for the duration of one year.*

In all cases, the liability of Second Home Care is limited to direct damages up to a maximum of € 1,000.00 (one thousand EUROS). Gites is not liable for indirect damages.

### **Applicable law**

The use of the website and all legal relationships and agreements between the user and Second Home Care is under French law.

### **Disputes**

Should a dispute arise between the user and Second Home Care then Second Home Care will try to resolve the dispute with the user. Second Home Care requests you to submit a complaint directly through the helpdesk so that Second Home Care can act upon this immediately and if possible reduce the adverse effects as soon as possible. Second Home Care aims for an effective solution.

*The Court of Auxerre has jurisdiction to hear all disputes arising out of legal relationships or agreements between the user and Second Home Care, except if the law in a specific case precludes the dispute to a court other than the court of the domicile of the user.*

## **II Specific terms advertising accommodation(s)**

*This part of the Terms and Conditions applies, in addition to other relevant parts of the Terms and Conditions, to advertising accommodation(s) on the website. This part of the General Conditions also applies to the advertising of real estate for sale.*

## **Nature and Scope of the Agreement**

The placement of accommodation(s) on the website can only be done after entering an advertising agreement with Second Home Care.

## **What are the responsibilities of the advertiser?**

The advertiser has his own responsibilities in the placement of accommodation(s). The advertiser:

! is responsible for the accuracy and completeness of data such as price, availability and features of the property(s);

! guarantees that no rights of third parties oppose the provision of the accommodation(s) and using the data;

! accepts that Second Home Care is not responsible or liable for, and shall have the right to remove the ad if a third party claims his rights are breached. ("Notice and Takedown");

## **Website**

The advertiser will make available all information necessary for the placement of the property(s) on the website through an advertisement in accordance with the website's format. Second Home Care has the right to use the data made available for general marketing and advertising purposes.

Changes will be implemented immediately by the advertiser in the ad. The advertiser will not put in unnecessary, unwanted, inaccurate or incomplete data.

Second Home Care is continuously improving the functionality of the site. Changes can be made to the website. The advertiser will provide reasonable assistance to contribute to that.

## **Guideline**

Second Home Care has a guideline containing explanations, tips and rules for the use of the website, advertising and using the booking module on the site.

## **Duration advertising contract**

The advertising contract is concluded for a period of one year and then automatically continues. To terminate the ad must be done by the latest on the last day before renewal by written notice (including e-mail to the helpdesk). Upon termination no refund will be made for what has already been paid.

## **Price and payment**

The advertiser is obliged to pay an annual fee for the advertisement. An ad refers to only one rental or

sale object. The price is always paid in advance and for a period of one year.

*If payment is not received after a reminder, statutory interest from the date payment was due and extrajudicial collection costs will be added to the outstanding amount. These extrajudicial collection costs amount to 33% of the amount due with a minimum of € 40.00.*

*In the absence of timely receipt of amounts due an advertisement will be removed from the site which does not change any obligations of the advertiser, including the obligation to pay all amounts owed.*

## **Complaints**

Second Home Care takes complaints from users of the site seriously and demands the same from the other users. Second Home Care is authorized to investigate complaints from users and, if necessary, to take steps, including the removal of an advertisement, this does not **not affect other rights Second Home Care has**.

## **Termination**

Second Home Care has at any time the right to terminate the agreement between the advertiser and Second Home Care by termination with a notice period of five working days, without prejudice to any other rights with regard to termination of the agreement.

Saint Sauveur en Puisaye, 9-3-2017