

# Terms of Use and Rental Conditions



Version of 30.05.2022

## Welcome to our BLUESIDE-HOME Platform !

Our Platform is specialized in putting in touch Owners and Customers wishing to rent a Property for a short period.

**ANY USE MADE IN ANY REASON WHATSOEVER OF THE PLATFORM IMPLIES UNRESERVED ACCEPTANCE BY THE USER OF THESE TERMS OF USE.**

### 1. PURPOSE

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Blueside-home (*hereinafter "Blueside-home" or "the Operator"*) publishes and operates the Blueside-home Internet platform accessible at the following address: <http://www.blueside-home.com/> (*hereinafter "the Platform"*).

These Terms of Use entered between Blueside-home (a simplified joint stock company with a single shareholder, registered at the Paris Trade Register under number 904 868 569, whose head office is located at 229 rue Saint Honoré – 75001 Paris) and the User are intended to set out the contractual provisions relating to the respective rights and obligations of the Parties within the framework of the use of the Platform and all the Services proposed within the Platform.

It is specified that the Platform provides a professional intermediation service through which professional and private Owners (*hereinafter "the Owners"*) propose to consumer customers (*hereinafter "the Customers"*) the Booking of a Property.

In this context, Blueside-home acts as Operator of the Platform, as a simple technical intermediary. Its role is limited to hosting the Offers of the Owners on the Platform and to putting them in contact with the Customers.

These Terms of Use also govern the rental of a Property between a consumer Customer and a Private Owner.

They will be completed by the summary email sent by the Private Owner to the Customer when the Property is reserved.

The present Terms of Use do not govern:

- The Booking of a Property made by a Customer with a Professional Owner;
- The relationship between Blueside-home and the Owners;
- The provision of any Additional Services by the Owners.

## 2. DEFINITIONS

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The terms, mentioned below, have the following meaning in these Terms of Use:

- **"Account"**: means the interface gathering all the data provided by the Customer or the Owner, hosted on the Platform. Access to the Account is possible through the Identifiers. The same Account can be used by an Owner and by a Customer: in this case, two different menus will be proposed on the Account.
- **"Additional Services"**: refers to any additional service offered by the Owner to its Customers (in particular, transport service for Customers (from the place of arrival (train station, airport, etc.) to the Property and vice versa), visits, etc.).
- **"Back-office"**: means the interface enabling the Owner to publish his Offers, to manage his Bookings and calendar.
- **"Booking"**: refers to the booking of a Property of an Owner made by a Customer on the Platform. The Booking is delimited by an arrival date and a departure date.
- **"Content"**: refers to all information, texts, logos, trademarks, animations, drawings and models, photographs, data, hyperlinks and, in general, all the elements and content of the Owner's Offer published on the Platform according to the terms, form and conditions provided within the framework of the Services.
- **"Customer"**: means any natural person guaranteeing to act as a consumer (i.e. for purposes that do not fall within the scope of his or her commercial, industrial, craft, liberal or agricultural activity), accessing the Platform and proceeding to the Booking of a Property.
- **"Identifiers"**: means the email address and password chosen by the Customer or by the Owner, necessary to access his Account on the Platform.
- **"Offer"**: means the information sheet of the Property published by the Owner wishing to rent his Property through the Platform.
- **"Owner"**: means the owner of a Property offered for rent on the Platform. The Owner can be a professional Owner or a private Owner.
  - **"Private Owner"**: means the Owner of a Property offered for rent on the Platform who guarantees to be a consumer as defined by French law and jurisprudence. In this respect, it is expressly provided that the particular Owner acts outside of any usual or commercial activity.
  - **"Professional Owner"**: means the Owner of a Property offered for rent on the Platform who guarantees to be a professional as defined by French law and jurisprudence. In this respect, it is expressly provided that the Professional Owner acts within the framework of his usual commercial activity.
- **"Parties"**: means collectively Blueside-home and the User, and individually only one of the two Parties.

- **"Payment Service Provider" or "PSP"**: means the company, holding a banking license, providing, through Blueside-home, payment services to Owners in order to enable them to collect payments from Customers.
- **"Platform"**: means the online platform accessible at the following address: [support@blueside-home.com](mailto:support@blueside-home.com). The Platform includes all web pages, Services and features offered to Users.
- **"Property"**: means any furnished apartment or house of an Owner that can be rented for a short period of time by a Customer, through the Platform. The Property can also be a cottage, a bed and breakfast, a bungalow, a caravan, a mobile home as well as a part of the main residence of an individual.
- **"Services"**: refers to all the services offered by Blueside-home to the Users of the Platform and in particular the intermediation between Customers and Owners.
- **"Terms of Use"**: refers to the present contractual conditions accessible on the homepage of the Platform, in order to govern the use of the Platform by any User and the rental of Properties between consumers (CtoC).
- **"User"**: refers to any person who accesses and browses the Platform, whether it is the Owner, Customer, or simple Internet user.

### 3. ACCEPTANCE OF THE TERMS OF USE

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The use of the functionalities of the Platform and the Services requires acceptance of these Terms of Use.

Thus, the User must read these Terms of Use carefully when accessing the Platform and is invited to download, print them and keep a copy.

It is specified that these Terms of Use are referenced at the bottom of each page of the Platform via a hypertext link and can therefore be consulted at any time.

### 4. TECHNICAL SPECIFICATIONS

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By using the Platform, the User acknowledges having the necessary means and skills to use the functionalities offered on the Platform.

The equipment required to access and use the Platform is at the User's expense, as well as any telecommunications costs that may be incurred by their use.

Blueside-home makes available on the Platform, in a clear, legible and understandable manner, any information concerning possible incompatibilities or interoperability defects of the Platform with third party software (in particular browsers) or certain devices.

## 5. OPERATOR'S ROLE

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### **5.1. Content of the intervention of Blueside-home**

The Platform edited by Blueside-home consists in connecting, by electronic way, Owners and Customers for the Booking of a Property and the possible provision of Additional Services by the Owner.

Blueside-home remains a third party to the contract concluded between the Owner and the Customer.

As such, Blueside-home has no control over the Booking of the Property or the provision of Additional Services by the Owners, and does not intervene in the transaction between the Customer and the Owner.

The price determination and descriptions of the Properties are established by the Owners.

Blueside-home is paid by a 13% commission on each Booking of a Property made on the Platform by a Customer with an Owner. Blueside-home does not take any commission on the possible Additional Services.

The payment of this commission is the responsibility of the Customer: its amount is added to the price set by the Owner.

It is specified that Blueside-home uses a Payment Service Provider for the management of financial flows and the collection of sums related to transactions concluded on the Platform.

In cases where the services of the PSP would not be accessible for a transaction, in particular because of the place of residence of the Owner, the Owner will approach the Customer to propose him to proceed to the payment outside the Platform.

Blueside-home will nevertheless send the Customer an invoice for its commissions for the past month for all Bookings made through the Platform. The Customer commits to pay these invoices according to the terms and conditions indicated on the invoice.

These present Terms of Use do not confer in any case to the Users the quality of employee, mandatary, agent or representative of Blueside-home.

### **5.2. General obligation of pre-contractual information: loyalty, clarity and transparency**

#### ***5.2.1. General provisions***

As online Platform operator, Blueside-home acts in a neutral, clear and transparent manner.

Blueside-home does not have any capital link or any legal dependence with any of the Owners listed on the Platform which would influence the ranking or listing of the Properties on the Platform.

Customers can search for Properties on the Platform according to their destination, their arrival and departure dates and the number of travellers or explore the catalog of Properties.

In particular, Customers can view the available Properties by location and filter their searches by price, type of Property (hotel, apartment, villa, etc.), location and amenities included in the Properties (pool, spa, etc.).

Customer can choose to rank and display Property listings according to:

- Price (in ascending or descending order);
- The rating given by other Users (in ascending or descending order).

By default, in the absence of a choice made by the Customer, the Offers are ranked according to the reviews.

Customers are informed that certain Owners may be highlighted on the Platform's homepage (under the heading "Our favorites").

This emphasis is based on the ratings given by the Customers to the Properties and are selected according to their correspondence to seasonal and/or periodic themes determined by Blueside-home (for example: mountain travel; paradise destination; etc.).

If the number of unique visitors per month on the Platform exceeds five million, Blueside-home will transmit best practices to the Owners.

If the number of unique visitors on the Platform per month from the French territory is greater than ten million, will Blueside-home contribute to the fight against the public dissemination of illegal content by implementing procedures and proportionate human and technological means, in order to inform and respond to requests from judicial and administrative authorities under the conditions provided by Article 6-4 I of the Law for Confidence in the Digital Economy amended.

If the number of unique visitors on the Platform per month from the French territory is greater than fifteen million, in accordance with Article 6-4-II of the Law for Confidence in the Digital Economy as amended, Blueside-home will conduct an annual assessment of systemic risks related to the operation and use of its services in terms of dissemination of illegal content and infringement of fundamental rights. It will implement reasonable, effective and proportionate measures to mitigate the risks of dissemination of such content, while ensuring that the risks of unjustified removal under the applicable law and these Terms of Use, and report to the public on the assessment of these systemic risks and the risk mitigation measures implemented in the manner determined by the French regulatory authority for audiovisual and digital communication, the "*Autorité de régulation de la communication audiovisuelle et numérique*", also called "ARCOM".

### **5.2.2. Financial transparency**

In accordance with Section 242 of the French General Tax Code, Blueside-home must:

- At the time of each transaction carried out through its intermediary, communicate to the Owners information relating to the tax and social security regulations applicable to these sums, the reporting and payment obligations to the tax authorities and social security collection agencies, as well as the penalties incurred in the event of failure to meet these obligations (*see Appendix 2 : Information on civil and tax obligations*);

- Issue to the Owners in January of each year, a document summarizing the gross amount of the transactions of which it has become aware and which the Owners have collected, through its intermediary, during the previous year;
- Communicate to the Tax Authorities before January 31st of the year following the year for which the information is given, a summary containing the elements transmitted in the summary document sent to each Owner.

## 6. Online reviews

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Within one (1) day after the Customer's departure, the Customer will receive an email allowing him to leave a review of his experience and in particular of the Property and the Owner's service.

The review of the Owner and of the Property will be visible on each Offer of the Owner.

Within the framework of the diffusion of online reviews carried out on the Platform, Blueside-home expressly undertakes hereby to provide Users with fair, clear and transparent information on the methods of publication and processing of the reviews put online.

As such, Blueside-home undertakes in particular to display the date of the review and of any updates.

Blueside-home carries out a control of the reviews in order to remove criminally reprehensible, inciting to commit or provoking an offence, hateful or inciting to hatred, discriminating, threatening, injurious, aggressive, misleading, infringing the rights of third parties and/or illegal or not compliant with the article 9.1 "Obligations of the Users".

Reviews that are technically harmful (e.g. containing malicious code or links to unsecured sites) may also be deleted.

In case of control exercised on the reviews, Blueside-home undertakes to ensure that the processing of personal data carried out in this context are in accordance with the French Data Protection Act of January 6, 1978 as lastly amended and the Regulation (EU) n°2016/679.

No consideration is provided by Blueside-home in exchange for the submission of a Customer's review.

The maximum period for publishing a review is seven (7) days after the departure of a Customer.

The reviews are kept on the Platform as long as the Customer's account is active. They are automatically deleted when he decides to delete his account.

Finally, Blueside-home implements a free feature that allows every User to report a problem on a review, by sending an email to [support@blueside-home.com](mailto:support@blueside-home.com) ;.

Thus, any Customer wishing to write to Blueside-home about a particular review will be invited to write to this address: [support@blueside-home.com](mailto:support@blueside-home.com)

A posteriori, and in case of a relevant report, Blueside-home undertakes to remove any review that:

- Does not comply with these Terms of Use;
- Contain offensive, defamatory, racist or illegal content.



The Owners are also invited to leave a review on their experience with a Customer within one (1) day after his departure and at the latest seven (7) days after.

The above conditions for Customer also apply to reviews written by Owners.

## **7. ACCESS AND REGISTRATION TERMS**

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Any User may access the Platform, consult the Properties that can be reserved and benefit from the Service described in article 8.1 of these Terms of Use.

Users wishing to become Customers or Owners must be at least 18 years old and have legal capacity.

To register, all Users are invited to follow the steps described below:

### **7.1. Registration as a Owner**

To be listed as an Owner, the User must contact Blueside-home to request registration on the Platform :

- o Either through the registration request form available on the Platform;
- o Or by email to [support@blueside-home.com](mailto:support@blueside-home.com)

The Owner must provide the following information when registering on the Platform and writing an Offer:

- Confirm that he is the Owner of the Property (and provide proof of address requested and the registration number in certain places such as Paris);
- Indicate if he is a Professional or a Private Owner;
- If he is a Professional Owner, download his General Booking Terms, the contract that will govern his transactions with consumer Customers.

The Owner must also send a copy of his identity card and a photograph.

Each Owner is contacted after registration for a video conference with Blueside-home to verify his identity and authenticate the Offer.

The registration as well as the contractual relations between Blueside-home and the Owners wishing to offer the Booking of their Properties on the Platform are governed by separate contractual conditions.

### **7.2. Registration as a Customer**

In order to proceed to a Booking of a Property on the Platform, the User must log in from his account.

At this stage, the following information must be provided:

- Last Name
- First Name
- Email address



- Phone number
- Zip code
- City
- Country
- Face photo
- Identity photo.

### **7.3. General Provisions**

The User guarantees at the time of the registration on the Platform that the data he communicates is accurate, sincere and conform to reality, and that it does not infringe, in any way whatsoever, the rights of third parties.

The User is entirely responsible for the accuracy and updating of the data communicated in the context of the opening and management of his Account and for updating this information.

In case of modification of his situation, the Owner or the Customer must immediately inform Blueside-home of his new information.

#### **7.3.1. Identifiers**

The email address and password constitute the Customer's and Owner's Identifiers.

The Customer and the Owner shall be solely responsible for the use of his Identifiers or actions taken through his Account.

In the event that a Customer or Owner discloses or uses his Identifiers in a manner contrary to their intended purpose, Blueside-home may decide to suspend the Account concerned, by sending a motivated decision by email, until the breach is remedied.

In the event of a decision to terminate the provision of all Services to an Owner, Blueside-home will provide the Owner with a statement of the reasons for such decision by email at least thirty (30) days before the decision become effective, unless the termination decision is based on:

- A legal or regulatory obligation applicable to Blueside-home or a right of termination under applicable law;
- Repeated breaches by the Professional Owner.

In such cases, Blueside-home shall not be required to give notice.

In any case, Blueside-home can be held liable in the event of usurpation of the identity of a Customer or a Owner.

Any access and action carried out from the Account of a Customer or an Owner will be presumed to be carried out by this Customer or this Owner, insofar as Blueside-home does not have the obligation and does not have the technical means allowing it to ensure the identity of the persons having access to the Platform from an Account.

Any loss, misappropriation, or unauthorized use of the Identifiers of a Customer or an Owner and their consequences are the sole responsibility of the Customer or Owner. In the event of such loss, misappropriation or unauthorized use, the User is required to notify, Blueside-home without delay.

In case of loss of his password, the Customer or the Owner will be able to click on the link "Forgot password" on the page allowing him to access his Account.

In case of fraudulent use noted by the Customer or the Owner, the latter may contact Blueside-home by email at: [support@blueside-home.com](mailto:support@blueside-home.com) .

### **7.3.2. Unsubscribe**

The Customer or the Owner can delete his Account at any time by clicking on the "unsubscribe" tab from his Account.

The Customer or Owner may also request to unsubscribe by sending an email to [support@blueside-home.com](mailto:support@blueside-home.com) .

If applicable, the Owner wishing to unsubscribe will have to honour the current Bookings of his Properties.

Blueside-home will proceed as soon as possible to deactivate the Account and will send the Customer or Owner an email confirming the closure of his Account and the definitive deletion of all his elements on the Platform.

## **8. SERVICES**

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### **8.1. Services offered to any User**

Any User can access the Platform free of charge.

The main Service offered by Blueside-home consists in offering to any User the possibility to consult the Offers relating to the Properties listed, in order to be able to book them with the Owners listed on the Platform.

The User can search for a Property with the search engine available on the Platform.

The following information may allow the User to filter his search:

- Location;
- Price;
- Date of arrival and departure;
- Number of persons;
- Type of property sought;
- Desired equipment;

The results corresponding to the search will be displayed in the order provided by the provisions of article 5.2.1 of these Terms of Use.

To be able to book a Property on the Platform, the User must have created an Account and be a Customer.

## **8.2. Services offered to Customers**

By logging into their Account in accordance with article 7.2 of these Terms of Use, all Customers may access the features detailed below.

Customers acknowledge that some Owners offer Additional Services described in the Property listings such as:

- Sightseeing tours;
- Transportation services (shuttle from the place of arrival to the Property (train station, airport, etc.) to the Property and vice versa);
- Other rentals ; etc.

The booking of these Additional Services is managed by the Customer directly with the Owner, through email exchanges.

### **8.2.1. Booking of a Property**

Any Customer will have the possibility to reserve a Property for a short period with an Owner.

Before any Booking, the Customer is invited to read all the information about the Property detailed in the Offer.

Once the Customer has validated his Booking and logged into his Account, an online form will be displayed, automatically filled in and summarized his Booking.

Before validating, the Customer is invited to check the content of its Booking, and in particular the arrival and the departure dates, the address of the Property and the price.

The Customer can then proceed to the payment of his Booking by following the instructions on the Platform.

Payment can be made through the services of the Payment Service Provider (PSP), in accordance with the latter's terms and conditions.

If payment through the PSP is not possible for any reason, the Customer may proceed of his Booking directly to the Owner, by the payment method chosen by the latter. In this case, the Customer is informed that Blueside-home will send his email address to the Owner concerned so this one can contact him to proceed to the payment.

It is however specified that if an Owner is located in a country where the services of the PSP are not available, but has a bank account in a country where the PSP is accessible, the Customer will be able to proceed to the payment on the Platform through the services of the Payment Service Provider.

If the Owner's Property is located in a country where the services of the PSP are not available, he will nevertheless be able, subject to the contractual conditions of the latter, to benefit from the services of the PSP provided he has a bank account in a country where the services of the PSP are available.

At this stage, an e-mail summarizing the Booking will be sent to the Customer.

The terms and conditions of cancellation of the Booking are determined:

- By the general conditions of the Professional Owner;
- By Appendix 1 "Specific provisions for Bookings made between a Private Owner and a Customer" for Individual Owners.

The Customer is expressly informed that he does not have the right of withdrawal:

- (i) when the Owner is a Private Owner, as the provisions of the Consumer Code do not apply;
- (ii) for any Booking of Properties, transportation services, car rentals, catering or leisure activities to be provided on a specific date or period, pursuant to Article L.221-28 of the Consumer Code.

### **8.2.2. Other Account Features**

From his Account, the Customer can benefit from the following functionalities:

- Manage his profile;
- Manage his current Bookings;
- Access the history of all the Bookings made on the Platform;
- Leave feedback on his past Bookings;
- Exchange with the Owner via the integrated messaging service.

### **8.3. Services offered to Owners**

Blueside-home proposes to the Users to become Owners to be able to benefit from the Services, by the conclusion of a specific contract at the moment of their registration, and in particular to be put in relation with Customers to rent his Property.

To publish an Offer, the Owner must expressly indicate whether he is acting as a professional ("Professional Owner") or as a consumer ("Private Owner").

It is reminded that commercial practices are considered misleading if they are intended to falsely assert or give the impression that the professional is not acting for purposes that fall within the scope of his commercial, industrial, craft, liberal or agricultural activity, or to falsely present himself as a consumer.

In accordance with Article L.132-2 of the Consumer Code, these misleading commercial practices are punishable by two years of imprisonment and a fine of 300,000 euros. The amount of the fine may be increased, in proportion to the benefits derived from the offence, to 10% of the average annual turnover, calculated on the last three annual turnovers known on the date of the facts, or to 50% of the expenses incurred for the realization of the publicity or the practice constituting this offence.

Each Offer must include the following legal information:

- The total price of the Booking and Additional Services offered, including, if applicable, the costs of putting in contact and any additional costs required, based on the price declared by the Owner;

- The right of withdrawal when the parties to the contract have provided for it or, failing that, the absence of a right of withdrawal for the buyer within the meaning of the Article L.221-18 of the Consumer Code;
- The absence of legal guarantee of conformity of the goods mentioned in articles L.217-4 and following of the Consumer Code and the application of the provisions of articles 1641 and following of the Civil Code relating to the guarantee of the defects of the sold item;
- The provisions of the Civil Code relating to the law of obligations and civil liability applicable to the contractual relationship, through the display of a hypertext link.

The Private Owner must indicate the following elements relating to his Property:

- Dates of availability;
- Price per night and per person including VAT;
- If applicable, the amount of the deposit;
- Photographs of the Property (40 photos maximum, in the following format: PNG. or JPEG);
- Surface area in m<sup>2</sup>;
- Number of room(s);
- Address;
- Restrictions (e.g. no smoking, no pets etc.);
- Equipment of the Property;
- The photograph of the proof of address;
- The declaration number: when publishing an Offer, the Owner commits himself to have previously made the declaration with the city hall where the Property is located, if necessary.

The Private Owner is informed that in the municipalities that have implemented the registration procedure of the above-mentioned prior declaration, any person who offers for rent a furnished tourist accommodation that is declared as his main residence may not do so for more than one hundred and twenty (120) days in the same calendar year.

The uploading of an Offer by the Private Owner on the Platform is subordinate to the transmission to Blueside-home of a declaration on honour attesting of the compliance with the obligations of prior declaration or authorization provided by Articles L.324-1-1 of the French Tourism Code and L.631-7 et seq. of the French Construction and Housing Code, indicating whether or not the accommodation constitutes his principal residence as well as, if applicable, the declaration number.

As part of the Platform's quality approach, all Owners undertake to provide complete, fair and accurate information about the Property and to keep all the information contained in the Offer up to date, via their Account.

Each Owner is informed by the presents Terms of Use that Blueside-home may proceed to a verification of the Offers only to ensure that they correspond to the editorial line of Blueside-home, that is to say, Properties meeting a certain standard of quality and luxury

In case of refusal of his Offer by Blueside-home, the Owner is informed of the reasons of this refusal. If the refusal is justified by an insufficiency of the transmitted information (absence / insufficiency of the photographs of the Property or bad quality of the photographs, absence of necessary information, not very comprehensible drafting), the Owner will be able to take into account these elements to submit again his Offer.

## 9. OBLIGATION OF THE PARTIES

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### 9.1. Obligations of the Users

When using the Platform, each User undertakes not to undermine public order and to comply with the laws and regulations in force, to respect the rights of third parties and the provisions of these Terms of Use.

Each User is obliged to:

- To behave in a fair and reasonable manner towards Blueside-home and third parties;
- To be honest and sincere in the information provided to Blueside-home and, if applicable, to third parties Users;
- To use the Platform in accordance with its purpose as described in these Terms of Use;
- Not to divert the purpose of the Platform to commit crimes, offenses or contraventions punishable by the Criminal Code or any other law;
- Respect the privacy of third parties and the confidentiality of exchanges;
- Respect the intellectual property rights of Blueside-home on the elements of the Platform and where appropriate, the intellectual property rights of other Users;
- Not to seek to undermine the meaning of Articles 323-1 and following of the Criminal Code to the systems of automated data processing implemented on the Platform;
- Not to modify the information put online by Blueside-home or by another User;
- Not to use the Platform to send mass unsolicited messages (advertising or other);
- Not to disseminate data that would diminish, disorganize, slow down or interrupt the normal operation of the Platform;
- To respect all the legal and regulatory provisions applicable to the rental of furnished tourist accommodation, in particular as provided for in the French Tourism Code and the Civil Code;
- To be able to offer his Property for rent through the Platform, without contravening any legal or regulatory provision, or any other agreement with a third party or with a co-ownership regulation.

In compliance with the legal and regulatory provisions in force and in accordance with the law of July 29, 1881 related to the freedom of the press, the User undertakes not to disseminate any message or information:

- That constitute wrongful denigration aimed at Blueside-home or the Users of the Platform;
- Contrary to public order and morality;
- Of an abusive, defamatory, racist, xenophobic, revisionist nature or that harm the honour or reputation of others;
- Inciting discrimination, hatred of a person or a group of persons because of their origin or their membership or non-membership of a particular ethnic group, nation, race or religion;
- Threatening a person or a group of persons;
- Of a pedophilic nature;
- Inciting to commit an offence, a crime or an act of terrorism or glorifying war crimes or crimes against humanity;
- Inciting to suicide;
- Allowing third parties to obtain directly or indirectly pirated software, software serial numbers, software allowing acts of piracy and intrusion into computer and telecommunications systems, viruses and other

logic bombs and in general any software or other tool allowing infringement of the rights of others and the security of persons and properties;

- Of a commercial nature (canvassing, solicitation, prostitution).

In case of non-compliance with one or more of their obligations under these Terms of Use by the Users, Blueside-home may, subject to a motivated decision by email, suspend access to the Account of the User concerned until remediation of the breach for a limited and determined period.

In case of repeated or particularly serious breach (in particular in case of breach of legal or regulatory obligations), Blueside-home can terminate the accesses of the Users subject to sufficient notice at least thirty (30) days for the Owners, unless this termination is the result of a decision to terminate motivated by:

- A legal or regulatory obligation applicable to Blueside-home or a right of termination under applicable law;
- Repeated breach by the Owner.

In such cases, Blueside-home shall not be required to give notice.

## **9.2. Blueside-home obligations**

### **9.2.1. General obligations**

The general obligation of Blueside-home is an obligation of means. Blueside-home is not subject to any obligation of result or reinforced means of any kind.

Blueside-home undertakes to implement all means to ensure continuity of access and use of the Platform 7 days a week and 24 hours a day.

However, Blueside-home draws the attention of the Users to the fact that the current protocols of communication via Internet do not make it possible to ensure in a certain and continuous way the transmission of electronic exchanges (messages, documents, identity of the transmitter or the recipient). Consequently, Blueside-home does not make any commitment on possible minimum levels of quality of service.

Furthermore, in accordance with the provisions of Articles L.111-7 and seq. of the Consumer Code, as an operator of online platform, Blueside-home undertakes to provide clear, transparent and fair information on the terms of its intervention, including with Article 5.2 "General obligation of pre-contractual information" of the Terms of Use.

### **9.2.2. Obligations specific to the provision of a digital service**

Insofar as the provision of access to the Platform as well as browsing on it may constitute a digital service within the meaning of the introductory article of the Consumer Code and that the Customer pays a price to Blueside-home when booking a Property, it is understood between the Parties that Blueside-home undertakes to comply with the rules applicable to contracts for the provision of digital services provided for in Articles L.224-25-1 and seq.

The Customer is informed that he does not benefit from a right of withdrawal concerning the supply of the Services since he expressly agrees to benefit from the Services upon acceptance of the present Terms of Use.



a) *Compliance of Services*

Any Customer benefiting from the Services against payment of a price benefits from legal guarantees concerning these Services.

- Customer's rights

Blueside-home provides the Services in accordance with these Terms of Use and the applicable regulations.

In this regard, the Services are considered compliant when they meet the following criteria:

- They correspond to the description, type, quantity and quality, in particular with regard to functionality, compatibility, interoperability, or any other characteristic provided by these Terms of Use;
- They are suitable for any special use sought by the Customer, brought to the knowledge of Blueside-home at the latest at the time of the conclusion of the Terms of Use and that Blueside-home has accepted;
- They are provided with all accessories, including installation instructions, as well as customer support, to be provided in accordance with the Terms of Use or which the Customer may legitimately expect;
- They are updated in accordance with the Terms of Use and in accordance with what the Customer may legitimately expect.

The Services must also:

- Be fit for the purpose ordinarily expected of a digital service of the same type, taking into account, if applicable, any provisions of European Union and national law as well as any technical standards, or in the absence of such technical standards, specific codes of conduct applicable to the sector concerned;
- Have the qualities that the Customer has been presented with in a trial or preview version prior to registration;
- Be provided according to the most recent version available at the time of the conclusion of the Contract, unless otherwise agreed;
- Be provided without interruption during the term of Customer's use of the Services hereunder;
- Correspond to the quantity, quality and other characteristics, including functionality, compatibility, accessibility, continuity and security that the Customer may legitimately expect for digital services of the same type, having regard to the nature of such services as well as to public statements made by, Blueside-home by any person upstream in the chain of transactions, or by a person acting on their behalf, including in advertising, unless Blueside-home was not in a position to know these statements, that they were rectified at the time of acceptance or that they could not have influenced the decision of the Customer to contract or not.

Defects of conformity that appear within twelve (12) months of the provision of the Services are presumed to exist at the time of such provision, unless proven otherwise.

However, Blueside-home shall not be liable for any lack of conformity which it demonstrates is directly attributable to incompatibility between the Service and the Customer's digital environment, provided that the Customer has been informed in advance of the technical requirements for such compatibility. The Customer is required to

cooperate with Blueside-home, to the extent reasonable, necessary and least intrusive, in determining whether the non-conformance is caused by the incompatibility in question.

- Implementation of the legal guarantee of conformity

In the event of noncompliance of the Services under the above conditions, Blueside-home shall be liable for any noncompliance that occurs during the period in which the Services are provided under these Terms of Use. Customer shall be entitled to:

- The compliance of the Services, at no cost to him, without undue delay following his request and without major inconvenience to him;
- The reduction of the price or the resolution of the Terms of Use under the conditions set out in Article L224-25-20 of the Consumer Code in cases where:
  - (i) Blueside-home refuses to comply;
  - (ii) Compliance is unreasonably delayed or causes significant expense or inconvenience to Customer in achieving compliance;
  - (iii) Noncompliance persists despite an unsuccessful attempt by Blueside-home to remedy it.

The Customer shall also be entitled to a price reduction or to rescission of the contract if the lack of conformity is so serious that it warrants immediate price reduction or rescission of the Terms of Use. In such cases, the Customer is not obliged to ask for the compliance of the digital content or the digital service beforehand.

- The right to suspend payment of all or part of the price until Blueside-home has met its obligations under the legal guarantee of conformity.

In accordance with Article L. 224-25-19 of the Consumer Code, Blueside-home may not proceed with the compliance requested by the Customer if it is impossible or involves costs disproportionate to the importance of the lack of compliance and the value of the Services in the absence of this defect.

When the conditions are not respected, the Customer may, after formal notice, pursue compulsory performance of the compliance.

Any refusal by Blueside-home to bring the Service into compliance shall be justified in writing or on a durable support.

If applicable, the Customer shall inform Blueside-home of its decision to obtain a price reduction or the cancellation of these Terms of Use in accordance with Articles L224-25-21 and L224-25- 22 of the Consumer Code.

The price reduction is proportional to the difference between the value of the Services delivered and the value of these Services in the absence of the lack of conformity.

In case of resolution of the Terms of Use, the Customer shall refrain from using the Services or making them available to third parties.

The refund to the Customer of the sums due by Blueside-home, or of any other benefit received under the Terms of Use, shall be made without undue delay and no later than fourteen (14) days from the day Blueside-home is informed by the Customer of its decision to exercise its right to reduce the price or to terminate the Services.

Unless the Customer's express agreement and at no additional cost, the refund will be made by the same means of payment as that used to pay the fees.

*b) Updates*

Blueside-home will ensure that the Customer is informed of any updates required to maintain compliance with the Service during the term of the Services.

When the update requires an installation by the Customer, Blueside-home will inform the Customer of the availability of the updates, the modalities of their installation and the consequences of their non-installation. If the Customer fails to install the update within a reasonable period of time, Blueside-home shall not be liable for any lack of compliance resulting from the failure to update.

Blueside-home may also make updates to the Service not necessary for its maintenance but allowing the improvement of its functioning, the proposal of additional features, strengthening the security of the Services or adaptation to technical or regulatory developments.

These updates will be the subject of prior information to the Customer by e-mail, specifying the date of their entry into force.

The Customer may refuse the update or uninstall it later if it affects his access to the Services. Unless the update has only a minor impact on the Customer or Blueside-home has allowed the Customer to keep the Services without the update, the Customer may terminate these Terms of Use as of right and without charge, within a maximum of thirty (30) days after the implementation of the update.

## **10. RESPONSABILITE**

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### **10.1. General principles**

Blueside-home declines any responsibility in particular:

- in case of impossibility to temporarily access the Platform for technical maintenance or updating of the published information. Users acknowledge that Blueside-home cannot be held responsible in case of malfunction or interruption of said transmission networks;
- in case of virus attacks, illicit intrusion in an automated data processing system;
- in case of abnormal use or illicit exploitation of the Platform by a User or a third party;
- with respect to the content of third-party websites to which hypertext links on the Platform refer;
- in the event of non-compliance with the present Terms of Use attributable to the Users;
- in case of delay or non-execution of its obligations, when the cause of the delay or non-execution is linked to a case of force majeure as defined in article 11 of the present Terms of Use;
- in the event of a foreign cause not attributable to; Blueside-home
- in the event of unlawful action by an Owner or breach of contract by an Owner;
- any problem encountered during the Booking processed by the Owner.

In case of abnormal use or illicit exploitation of the Platform, the User is then solely responsible for damages caused to third parties and the consequences of claims or actions that could result from it.

## **10.2. Hosting Status**

Users acknowledge that Blueside-home has the quality of hosting provider within the meaning of Article 6 I 2° of the Act of June 21, 2004 for confidence in the digital economy known as LCEN.

As such, Blueside-home reserves the right to remove any content that has been reported to it and that it considers to be manifestly illicit within the meaning of Article 6 I 2° of the LCEN.

The notification of obviously illicit contents by a User or any other third party must be done by e-mail to support@blueside-home.com or by registered mail with acknowledgement of receipt to : Blueside-home - 229 rue Saint-Honoré - 75001 Paris.

In accordance with article 6 I 5° of the LCEN, the notification, in order to be valid, must include the following elements:

- the date of the notification;
- if the notifier is a natural person: his name, surname, profession, domicile, nationality, date and place of birth; if the applicant is a legal person: its form, name, registered office and the body which legally represents it;
- the name and domicile of the addressee or, if it is a legal person, its name and registered office ;
- a description of the disputed facts and their precise address on the Platform;
- the reasons why the content must be removed, including the mention of legal provisions and factual justifications;
- a copy of the correspondence addressed to the author or publisher of the offending information or activity requesting that it be discontinued, withdrawn or modified, or a statement that the author or publisher could not be contacted.

## **10.3. Disputes between Customers and Owners**

Any dispute arising between a Customer and an Owner will have to be treated between them, the Owner remaining solely responsible for the provision of the Property reserved via the Platform.

In the event of a complaint made by a Customer, the Owner concerned will be informed by e-mail to the e-mail address given at the time of registration or via his Account.

In case of dispute with an Owner, if the Customer believes that his complaint has not been or has not been properly resolved, he may request mediation from Blueside-home via his Account.

In this case, Blueside-home will act as mediator.

## **11. FORCE MAJEURE**

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The responsibility of Blueside-home or a User cannot be implemented if the non-execution or the delay in the execution of one of its obligations described in the presents Terms of Use results from a case of force majeure.

Force majeure occurs in contractual matters when an event beyond the control of the debtor, which could not reasonably be foreseen at the time of the conclusion of the contract and the effects of which cannot be avoided by appropriate measures, prevents the debtor from fulfilling his obligation.

If the impediment is temporary, the execution of the obligation is suspended unless the resulting delay justifies termination of the contract. If the impediment is definitive, the contract is automatically terminated and the parties are released from their obligations under the conditions provided for in Articles 1351 and 1351-1 of the Civil Code.

In the event of the occurrence of one of the above-mentioned events, Blueside-home or the User will endeavour to inform the User concerned as soon as possible.

## 12. INTELLECTUAL PROPERTY

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### **12.1. Ownership of Owner's Intellectual Property Rights**

In the context of the rental of Properties via the Platform, Owners are likely to present photographs, brands, logos, drawings and other models belonging to them or to third parties, especially within their Offers.

Any Owner proposing the Booking of a Property via the Platform guarantees that he has the right to make a representation of all the intangible elements presented in the Contents reproduced on the Offer.

In any case, Blueside-home shall not be held responsible for any act of infringement, given its simple capacity as host of the Contents published by the Owners.

### **12.2. Ownership of Blueside-home s Intellectual property rights**

The User acknowledges the intellectual property rights of Blueside-home on the Platform, its components and related content and gives up the right to contest these rights in any form whatsoever.

The trademarks, logos, slogans, graphics, photographs, animations, videos, software solutions and texts and any other content on the Platform, with the exception of the Content published by the Owners, are the exclusive intellectual property of Blueside-home and may not be reproduced, used or represented without express authorization under penalty of legal proceedings.

Any representation or reproduction, total or partial, of the Platform and its contents, by any means whatsoever, without the prior express permission of, Blueside-home is prohibited and will constitute an infringement punishable by Articles L.335-2 and following and Articles L.716-1 and following of the Intellectual Property Code.

In particular, Blueside-home expressly prohibits:

- The extraction, by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the content of its database on another support, by any means and in any form whatsoever;

- The reuse, by making available to the public all or a qualitatively or quantitatively substantial part of the content of the database, in whatever form;
- The reproduction, extraction or reuse, by any means, including methods similar to scrapping of content (photographs, description etc...) published by Blueside-home or by an Owner.

Acceptance of these Terms of Use constitutes recognition by Users of Blueside-home 's intellectual property rights and an undertaking to respect them.

Blueside-home grants a personal, non-exclusive and non-transferable license to the Users authorizing them to use the Platform and the information it contains in accordance with these Terms of Use.

Any other use of the Platform and its contents is excluded from the scope of this license and may not be made without the prior express permission of Blueside-home.

### 13. PROTECTION OF PERSONAL DATA

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Any consumer has the possibility of registering, free of charge, on the BLOCTEL list of opposition to telephone solicitation : <https://www.bloctel.gouv.fr/>

In accordance with the law n° 2020-901 of July 24, 2020 aiming at framing phone solicitation and fighting against fraudulent calls, any professional reserves the right to solicit a consumer registered on the list of opposition when such solicitations intervene within the framework of the execution of a current contract and have a relationship with the object of the aforementioned contract, including when it implies proposing to the consumer of the products or services afferent to or complementary to the object of the current contract or of a nature to improve its performances or its quality.

#### **13.1. Concerning the treatments carried out by Blueside-home**

Within the framework of the operation of the Platform, Blueside-home is likely to collect personal data.

These data are necessary for the management of the Platform and the processing of the Booking, and if the User has expressly chosen this option, to send him newsletters, unless he no longer wishes to receive such communication from. Blueside-home These data will be kept confidentially by Blueside-home for the needs of the contract, its execution and in compliance with the law, for a period of 3 years from the end of the commercial relationship if the User is a Customer or from the last contact if he is not yet a Customer.

The data may be communicated in whole or in part to the service providers of Blueside-home.

In this respect, the User is invited to consult the Blueside-home Privacy Policy accessible at the following address: "( <https://blueside-home.com/docs/en/blueside-home-privacy.pdf>)" which will give him all the information relating to the protection of personal data and the processing carried out via the Platform.

In accordance with the French Data Protection Act, as amended, and Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection



Regulation, known as the GDOR), Blueside-home ensures the implementation of the rights of the persons concerned.

It is reminded that the User whose personal data is processed has the right to access, rectify, update, portability and delete information concerning him, as well as a right to limit the processing in accordance with articles 49, 50, 51, 53 and 55 of the French Data Protection Act and the provisions of articles 15, 16, 17 and 18 of the European General Regulation on the Protection of Individuals (GDPR).

In accordance with the provisions of Article 56 of the Data Protection Act and Article 21 of the GDPR, the User may also, for legitimate reasons, oppose the processing of data concerning him, without reason and without charge.

The User can also define the fate of his data after his death and choose that Blueside-home communicates or not his data to a third party that the User will have previously designated.

The User can exercise his rights by sending an e-mail to [support@blueside-home.com](mailto:support@blueside-home.com) or by sending a letter to : Blueside-home - 229 rue Saint-Honoré - 75001 Paris.

Finally, the User may also file a complaint with the supervisory authorities and in particular with the the French *Commission Nationale de l'Informatique et des Libertés* (the "CNIL") (<https://www.cnil.fr/fr/plaintes>).

### **13.2. Concerning the treatments carried out by the Owner**

The Owner may be required to collect and process the personal data of the Platform's Customers for the rental of Properties. In this respect, the Professional Owner guarantees the Operator that he processes this data in compliance with the rights and obligations arising from the French Data Protection Act and the GDPR.

In the event of processing of personal data by the Professional Owner, the latter shall have the status of co-responsible party within the meaning of Article 26 of the GDPR.

The processing of personal data by the Private Owner is not subject to the GDPR.

However, the Private Owner undertakes not to re-use the personal data to which he has access when using the Platform for any other purpose than the rental of his Property and not to disclose said data to third parties.

## **14. CUSTOMER SUPPORT**

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Any question or complaint concerning the use or operation of the Platform can be made in the following ways:

- By means of the chat available on the Platform;
- By email to [support@blueside-home.com](mailto:support@blueside-home.com) ;
- By mail to Blueside-home - 229 rue Saint-Honoré - 75001 Paris;
- By phone at +33 1 89 27 91 71 (toll-free number) from Monday to Friday from 9:30 am to 5:30 pm.



## 15. VALIDITY OF THE TERMS OF USE

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If any of the stipulations of the present Terms of Use is declared null and void in accordance with a legislative or regulatory provision in force and/or a court decision that has the force of res judicata, it will be deemed unwritten but will in no way affect the validity of the other clauses which will remain fully applicable.

Such a modification or decision does not authorize the Users to disregard the present Terms of Use.

## 16. MODIFICATION OF THE TERMS OF USE

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These Terms of Use apply to all Users browsing the Platform.

The Terms of Use may be modified and updated by Blueside-home at any time, in particular to adapt to legislative or regulatory changes.

Any modification of the Terms of Use is subject to prior notification of Customers and Owners at least fifteen (15) days before the entry into force of the new provisions.

The Terms of Use applicable are those in force at the time of browsing the Platform and/or booking a Property.

## 17. GENERAL PROVISIONS

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The fact that one of the Parties has not required the application of any clause of the present Terms of Use, whether permanently or temporarily, shall in no case be considered as a waiver of said clause.

In case of difficulty of interpretation between any of the titles appearing at the head of the clauses, and any of the clauses, the titles will be declared non-existent.

## 18. JURISDICTION AND APPLICABLE LAW

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THESE THERMS OF USE AND THE RELATIONSHIP BETWEEN THE USER AND Blueside-home ARE GOVERNED BY FRENCH LAW.

In the event of a dispute between Blueside-home and a User concerning the interpretation, execution or termination of these presents, the Parties shall endeavor to settle it amicably.

In such a case, the User is invited to first contact the customer service of Blueside-home by email at [support@blueside-home.com](mailto:support@blueside-home.com) or by mail at the following address : Blueside-home 229 rue Saint-Honoré – 75001 Paris.

If no agreement is found, an optional mediation procedure will be proposed, carried out in a spirit of loyalty and good faith in order to reach an amicable agreement in the event of any dispute relating to this contract, including those concerning its validity.

To initiate this mediation, the consumer User may contact the following mediator Paris Mediation and Arbitration Center, 39 avenue Franklin Roosevelt 75008 Paris France, +33 01 44 95 11 40. E-mail : [cmap@cmap.fr](mailto:cmap@cmap.fr).

The Party wishing to initiate the mediation process must first inform the other Party by registered letter with acknowledgment of receipt, indicating the elements of the dispute.

Mediation is not compulsory and the consumer or Blueside-home User may withdraw from the process at any time.

IN THE EVENT THAT MEDIATION FAILS OR IS NOT ENVISAGED, THE DISPUTE THAT MAY HAVE GIVEN RISE TO MEDIATION WILL BE REFERED TO THE COMPETENT COURT.

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## APPENDIX 1

### Specific provisions for Bookings made between a Private Owner and a Customer

These general provisions apply to any Booking of a Property between a Private Owner and a Customer.

This Appendix shall be completed by the summary e-mail sent to the Customer when the Property is reserved with a Private Owner. This document will constitute the rental contract between the Customer and the Private Owner.

#### Obligations of the Private Owner

The Private Owner undertakes to provide decent accommodation in accordance with the Offer and to allow the Customer to enjoy it peacefully for the duration of the Booking.

#### Obligations of the Customer

In return, the Customer undertakes to use the Property peacefully and to respect the destination of the Property.

#### Terms of cancellation

#### **Cancellation at the initiative of the Customer**

The Customer has the possibility to cancel a reservation under the following conditions:

The conditions for refunding your reservation are defined by the owner. It can be one of the following 4 options:

- Flexibles
  - In case of cancellation until the day before the arrival date, you will be fully refunded.
- Standard
  - If the Booking is cancelled more than fifteen (15) days before the arrival date, you will receive a full refund.
  - If the Booking is cancelled within fifteen (15) days prior to the arrival date, you will be refunded 50% of the reservation amount.
- Strict
  - If the Booking is cancelled on any date up to the day before the arrival date, you will be refunded 50% of the reservation amount.
- Very strict

- If the Booking is cancelled more than thirty (30) days prior to the arrival date, you will be refunded 50% of the reservation amount.
- If the Booking is cancelled within thirty (30) days prior to the arrival date, your client will not be refunded.

In any case, if you cancel your reservation on the same day or if you do not show up at the establishment, you will not be refunded.

Exceptionally, and subject to the acceptance of the Private Owner, specific reimbursement terms and conditions may be negotiated between the Customer and the private Owner, depending on the situation. In this respect, the Customer is invited to contact the Private Owner directly.

### **Cancellation at the initiative of the Private Owner**

With the exception of a case of force majeure, the Private Owner does not have the possibility to cancel the Booking.

- Coverage

The Private Owner undertakes to have taken out a home insurance policy that covers the Booking of the Property through the Platform.

- Claims

Within three (3) days following the date of departure of the Property, the Customer shall have the possibility to make a claim to the particular Owner for any complaint concerning his Booking and especially in the case where the Property was not in conformity with the Offer.

In this respect, the Customer is invited to contact the Owner through the integrated messaging service, available from his Account.

## APPENDIX 2

### Information on civil and tax obligations

Online platform operators have the obligation to inform any user carries out commercial transactions on their platform.

Useful information is gathered in educational sheets recalling the rules applicable to the declaration of income and the payment of social contributions.

<https://www.impots.gouv.fr/portail/particulier/location-meuble>  
<https://www.service-public.fr/particuliers/vosdroits/F34102>

More general information is also available at the following addresses:

- Concerning tax obligations, link below:
  - [https://www.impots.gouv.fr/portail/files/media/1\\_metier/1\\_particulier/EV/1\\_declarer/141\\_autres\\_revenus/eco-collabo-fiscal-vente-biens.pdf](https://www.impots.gouv.fr/portail/files/media/1_metier/1_particulier/EV/1_declarer/141_autres_revenus/eco-collabo-fiscal-vente-biens.pdf)
- On [www.urssaf.fr](http://www.urssaf.fr), concerning social obligations, link below:
  - <https://www.urssaf.fr/portail/home/espaces-dedies/activites-relevant-de-leconomie.html>
  - [https://www.economie.gouv.fr/files/files/PDF/cotisations\\_sociales\\_vente.pdf](https://www.economie.gouv.fr/files/files/PDF/cotisations_sociales_vente.pdf)

Regarding the payment of VAT, Users are invited to consult the information documents made available to them by the French Administration: <https://www.impots.gouv.fr/portail/professionnel/je-recherche-les-regles-de-territorialite-tva>

In terms of social protection, this income must be eligible for health insurance or retirement. This also applies to taxation: the income generated must be subject to tax.

We remind you that the explanations below are given for information purposes only and do not replace the reading of French legislative instruments, administrative comments and case law. We would also like to insist on the fact that the rules set out above are subject to change (in particular the different thresholds which are reassessed each year) and that each User of the Platform is solely responsible for his or her legal obligations.

In addition, the tax authorities and social security funds are able to complete this basic information and answer any questions.

Blueside-home therefore recommends that all Users contact their tax office, social security office or a specialist adviser in case of doubt.