

# General Terms and Conditions of Sale

Last updated: 25/05/2025

## Article 1: Purpose

These General Terms and Conditions of Sale (hereinafter "T&Cs") govern the contractual relations between the DirectBooking platform (hereinafter "the Platform") and any natural or legal person (hereinafter "the User" or "the Customer") making a reservation or using the services offered on the [Your Exact Domain Name] website. The Platform acts as an intermediary for the booking of accommodation, vehicles, restaurants or tourist attractions (hereinafter "the Services") offered by third-party providers (hereinafter "the Providers").

Any booking made via the Platform implies the User's unreserved acceptance of these T&Cs. The Platform reserves the right to modify these T&Cs at any time. The applicable T&Cs are those in force on the date of the booking.

## Article 2: Services offered

The Platform allows the consultation and booking of Services provided by Service Providers. Information relating to the Services (descriptions, prices, availability, photos) is provided by the Service Providers and is their sole responsibility. The Platform endeavours to verify the quality of the information disseminated but cannot be held responsible for inaccuracies. Some bookings are said to be "direct" and do not involve service fees from the Platform. Others may be made through partners and may include a clearly stated service fee before the booking is finalized.

## Article 3: Booking Process

To make a booking, the User must follow the steps indicated on the Platform. It undertakes to provide accurate and complete information. The booking is considered firm and definitive after confirmation by the Platform, usually sent by email to the User. This confirmation summarises the details of the Service booked, the total price and the specific conditions of the Service Provider.

A user account may be required to access certain features and make reservations. The User is responsible for the confidentiality of his/her login credentials.

## **Article 4: Price and Payment**

The prices of the Services are indicated in Euros (€) including all taxes (TTC), unless otherwise stated. They are set by the Service Providers. The Platform may display prices in other currencies for information purposes only, the final amount always being in the Provider's currency or in Euros as the case may be.

Payment is made according to the terms and conditions proposed by the Platform and/or the Service Provider (full payment at the time of booking, deposit, payment on site). The accepted payment methods are specified during the booking process. In the event of a "direct" booking facilitated by the Platform, payment can be made directly to the Service Provider according to its own conditions.

For bookings involving online payment via the Platform, secure payment solutions are used. The Platform does not store the User's complete banking data.

## **Article 5: Confirmation, Modification and Cancellation**

The conditions for confirmation, modification and cancellation of bookings are specific to each Service Provider and are communicated to the User before the validation of their booking and in the confirmation email. The User is invited to read them carefully.

In the event of cancellation by the User, cancellation fees may be applied by the Service Provider, in accordance with its conditions. The Platform may also collect a non-refundable service fee if it has been clearly indicated.

In the event of cancellation or modification by the Service Provider, the Service Provider is obliged to inform the User as soon as possible and to offer an alternative solution or a refund, in accordance with its own policies and applicable legislation.

## **Article 6: Responsibilities**

The Platform acts as an intermediary. It cannot be held liable for the non-performance or poor performance of all or part of the Services booked, which are the exclusive responsibility of the Service Provider. However, the

Platform undertakes to make its best efforts to assist the User in the event of a dispute with a Service Provider.

The Platform is not liable for indirect damages, loss of profits, loss of data, or any other immaterial damage suffered by the User as a result of the use of the Services or the impossibility of using them.

The Platform cannot be held liable in the event of force majeure, as defined by French case law.

## **Article 7: Personal data**

The Platform collects and processes Users' personal data in accordance with its Privacy Policy, accessible on the website. This data is necessary for the management of reservations and the improvement of services. In accordance with the regulations in force (in particular the GDPR), the User has the right to access, rectify, delete and oppose their personal data, which they can exercise by contacting the Platform.

## **Article 8: Intellectual Property**

All elements of the Platform (texts, images, logos, databases, etc.) are protected by intellectual property law and are the exclusive property of the Platform or its partners. Any reproduction, representation, modification, publication, adaptation of all or part of the elements of the site, whatever the means or process used, is prohibited, without prior written authorization.

## **Article 9: Complaints and Customer Service**

For any question or complaint relating to a booking or the use of the Platform, the User may contact the Platform's customer service via the contact details indicated on the website (e-mail, contact form, telephone). In the event of a dispute with a Service Provider, the User is invited to contact the Service Provider first. If no solution is found, the Platform may intervene as a mediator, without this being an obligation.

## **Article 10: Applicable Law and Jurisdiction**

These T&Cs are subject to French law. In the event of a dispute relating to the interpretation or execution of these T&Cs, and in the absence of an amicable resolution, exclusive jurisdiction is attributed to the competent French courts.

In accordance with Article L. 612-1 of the Consumer Code, the consumer, subject to Article L.612.2 of the Consumer Code, has the option of

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submitting a request for amicable resolution by mediation, within a period of less than one year from the date of his written complaint to the professional. [If applicable, mention your consumer mediator here].

**DISCLAIMER:** These terms and conditions of sale are provided as an example and should be adapted to your specific situation. It is strongly recommended that you consult a legal professional to ensure that they are legally compliant and suitable for your business. DirectBooking accepts no liability for the use of this template without proper legal verification.

# Legal

Last updated: 25/05/2025

## 1. Site Publisher

The DirectBooking website (hereinafter "the Website"), accessible at the address [Your Exact Domain Name], is published by:

[Name of your company / Your surname First name if sole proprietorship]

Legal form: [Ex: SAS, SARL, Sole Proprietorship]

Share capital: [Amount of share capital if applicable]

Head Office: [Full address of your head office]

RCS Number: [Your RCS Number] City: [City of Registration]

Intra-community VAT number: [Your VAT number]

Contact email address: contact@directbooking.fr or [Your contact email address]

Phone number: +33 1.45.76.93.19 or [Your phone number]

Publication director: [Name of publication director]

## 2. Hosting of the Site

The Site is hosted by:

Hostinger International Ltd.

Address: 61 Lordou Vironos Street, 6023 Larnaca, Cyprus

Contact: <https://www.hostinger.fr/contact>

## 3. Intellectual Property

All the elements constituting the Site (texts, graphics, software, photographs, images, videos, sounds, plans, names, logos, trademarks, creations and various protectable works, databases, etc.) as well as the Site itself, are subject to French and international legislation on copyright and related rights, in particular Articles L.122-4 and L.122-5 of the Intellectual Property Code.

These elements are the exclusive property of the publisher of the Site, except for elements made by contributors outside the Site who have not assigned their copyright. Any reproduction, representation, modification, publication, adaptation of all or part of the elements of the Site, regardless of the means or process used, is prohibited, without the prior written authorization of the publisher.

## 4. Liability

The Site publisher strives to ensure that the information published on this Site is accurate and up-to-date, and reserves the right to correct the content at any time and without notice. However, the publisher cannot guarantee the accuracy, precision or completeness of the information made available on this Site.

Consequently, the publisher declines all responsibility for any interruption of the Site, the occurrence of bugs, for any inaccuracy or omission relating to the information available on the Site, for any damage resulting from a fraudulent intrusion by a third party resulting in a modification of the information made available on the Site, and more generally for any direct or indirect damage, whatever the causes, origins, nature or consequences. The Site may include links to other websites or other Internet sources. Insofar as the publisher cannot control these external sites and sources, the publisher cannot be held responsible for the availability of these sites and external sources, and cannot bear any responsibility for the content, advertising, products, services or any other material available on or from these sites or external sources.

## **5. Personal data**

The collection and processing of personal data is governed by our Privacy Policy, which can be accessed [here](#).

## **6. Cookies**

The use of cookies on the Site is described in our Privacy Policy, which can be accessed [here](#).

## **7. Applicable law**

This Site and its legal notices are subject to French law.

**WARNING:** This legal notice is provided as an example and must be completed and adapted with your specific information. It is strongly recommended that you consult a legal professional to ensure that they are legally compliant and suitable for your business. DirectBooking accepts no liability for the use of this template without proper legal verification.

# Privacy & Cookies Policy

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This Privacy Policy describes how DirectBooking ("we", "us" or "our") collects, uses, shares, and protects the personal information of users ("you" or "your") of our website [Your Exact Domain Name] (hereinafter "the Site") and related services. We are committed to protecting your privacy and processing your personal data in accordance with the General Data Protection Regulation (GDPR) and applicable French law.

## 1. Data Controller

The controller of your personal data is:

[Name of your company / Your surname First name if sole proprietorship]

Address: [Full address of your head office]

Email: contact@directbooking.fr or [Your contact email address]

If you have any questions about this policy or your personal data, please contact us using the contact details above.

## 2. Personal data collected

We may collect the following types of personal data:

- **Identification information:** first and last name, email address, telephone number, postal address.
- **Booking information:** details of accommodation, cars or other services booked, dates of stay/rental, number of people, specific preferences.
- **Payment information:** Although we use secure payment service providers and generally do not store your full credit card details, we may collect transaction-related information (amount, date, type of partial payment).
- **Technical information:** IP address, browser type, operating system, device information, pages visited on our Site, dates and times of access, approximate location data.
- **Communications:** content of emails, messages via contact forms or chat, reviews and testimonials that you submit to us.
- **User account data (if applicable):** username, password (encrypted), booking history.

We collect this data when you:

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- Browse our Site.
- Make a reservation or a custom search request.
- Create a user account.
- Contact us by email, form or any other means.
- Participate in surveys or promotions.

### 3. Purposes of Data Processing

Your personal data is collected and processed for the following purposes:

- Provision and management of our booking services.
- Processing your bookings and payments.
- Communicating with you regarding your bookings or requests.
- Personalizing Your Experience on the Site.
- Improving Our Services and Site.
- Sending commercial and promotional information (with your prior consent when required).
- User account management.
- Fraud prevention and securing our Site.
- Compliance with our legal and regulatory obligations.

### 4. Legal Basis for Processing

We process your personal data on the basis of the following legal bases:

- **Performance of a contract:** where the processing is necessary to perform a contract to which you are a party (e.g. a booking).
- **Consent:** when you have given your explicit consent for specific purposes (e.g. subscribing to our newsletter).
- **Legitimate interest:** where the processing is necessary for our legitimate interests (e.g. improving our services, preventing fraud), provided that your fundamental rights and freedoms do not override.
- **Legal obligation:** where the processing is necessary to comply with a legal obligation to which we are subject.

### 5. Sharing of Personal Data

We may share your personal data with:

- **Service Providers:** (hotels, car rental companies, etc.) with whom you make a booking, in order to enable them to provide the requested service.
- **Our third-party service providers:** who help us operate our Site and provide our services (e.g., web hosting, payment services, analytics tools, marketing services). These providers only have access to your data to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.
- **Legal Authorities:** If required to do so by law or in the good faith belief that such action is necessary to comply with legal process, respond to claims, or protect our rights, property, or personal safety, or that of our users or the public.

We do not sell, rent or trade your personal data with third parties for marketing purposes without your explicit consent.

## 6. International Data Transfers

Your personal data may be transferred to and processed in countries outside the European Economic Area (EEA). In such cases, we ensure that appropriate safeguards are in place to protect your data, such as the Standard Contractual Clauses approved by the European Commission or the Privacy Shield certification (for transfers to the United States, although the latter is under review).

## 7. Data Security

We implement appropriate technical and organizational security measures to protect your personal data against loss, misuse, unauthorized access, disclosure, alteration, or destruction. However, no method of transmission over the Internet or electronic storage is 100% secure. Therefore, while we strive to protect your data, we cannot guarantee its absolute security.

## 8. Data Retention Period

We retain your personal data for as long as necessary to fulfil the purposes for which it was collected, including to satisfy any legal, accounting or reporting requirements. To determine the appropriate retention period, we take into account the amount, nature and sensitivity of the data, the potential risk of harm from unauthorised use or disclosure, the purposes of the processing and whether those purposes can be achieved by other means, as well as the applicable legal requirements.

## 9. Your Rights

In accordance with the GDPR, you have the following rights in relation to your personal data:

- **Right of access:** request a copy of the personal data we hold about you.
- **Right to rectification:** request the correction of inaccurate or incomplete data.
- **Right to erasure ("right to be forgotten"):** request the deletion of your data in certain circumstances.
- **Right to restriction of processing:** request the restriction of the processing of your data in certain circumstances.
- **Right to data portability:** receive your data in a structured, commonly used and machine-readable format, and transmit it to another controller.
- **Right to object:** to object to the processing of your data for reasons relating to your particular situation, or for direct marketing purposes.
- **Right to withdraw your consent:** If the processing is based on your consent, you can withdraw it at any time.
- **Right to lodge a complaint:** with a supervisory authority (in France, the CNIL).

To exercise these rights, please contact us using the contact details set out in Section 1.

## Cookie Policy

Our Site uses cookies and similar technologies to improve your user experience, analyze Site usage, and, with your consent, for marketing purposes.

### What is a cookie?

A cookie is a small text file that is stored on your computer or mobile device by your web browser when you visit a site. It allows the site to remember your actions and preferences (such as login, language, font size, and other display preferences) over a period of time, so you don't have to re-enter them every time you return to the site or navigate from one page to another.

### Types of cookies we use:

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- **Strictly necessary cookies:** Essential for the operation of the Site. They allow you to browse and use its basic features (e.g., access to secure areas, shopping cart). Without these cookies, the services you have requested cannot be provided.
- **Performance/analytics cookies:** Collect information about how you use our Site (e.g., which pages you visit most often, if you receive error messages). These cookies do not collect information that can identify you. All information is aggregated and therefore anonymous. They are only used to improve the way our Site works. (Example: Google Analytics).
- **Functionality Cookies:** Allow the Site to remember choices you make (such as your username, language, or the region you are in) and provide enhanced, more personal features.
- **Targeting/advertising cookies:** Used to deliver advertisements that are more relevant to you and your interests. They are also used to limit the number of times you see an advertisement as well as to help measure the effectiveness of advertising campaigns. They are usually placed by advertising networks with the permission of the website operator.

### Cookie management:

When you first visit our Site, a cookie information banner may appear, asking for your consent to the use of non-essential cookies. You can manage your cookie preferences at any time through your browser settings. Most browsers allow you to:

- See which cookies are set and delete them individually.
- Block third-party cookies.
- Block cookies from specific sites.
- Block all cookies.
- Delete all cookies when you close your browser.

Please note that if you choose to block all cookies (including essential cookies), you may not be able to access all or part of our Site and some features may not function properly.

To find out more about cookies and how to manage them, you can visit [www.allaboutcookies.org](http://www.allaboutcookies.org) or the CNIL website.

## 10. Changes to this Policy

We may update this Privacy Policy from time to time. We will notify you of any material changes by posting the new policy on our Site and updating

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the "Last Updated" date at the top of this page. We encourage you to periodically visit this page to stay informed about how we protect your data.

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