

Terms and conditions of reservation and payment (for individual bookings)

33nd ECNP Congress, Vienna 2020

12-15/09/2020

Use of the present website and reservation tool implies full adherence to all our Terms and Conditions. By using this booking site, you (*the Client*) certify being legally capable and guarantee that the information you provide is true and correct.

The rates listed have been negotiated by **c'accommodation** for the 33nd ECNP Congress to be held at the *Austria Center Vienna (ACV) Bruno Kreisky Platz 1, 1220 Vienna* from **12-15 September 2020**.
<https://booking.accommodationbooking.eu/fr/20ECNP/1>

RESERVATION AND ADVANCE PAYMENT MODALITIES

In order to guarantee the preferential rates displayed on the site applicable for a maximum of 4 (*four*) rooms per night and per hotel, reservations have to be made through c'accommodation's dedicated site and within the deadlines provided. No reservation requests will be accepted by phone, email, or in any other form unless specifically stipulated on the website. Rooms will be allocated as reservations are processed and based on availability. The displayed rates shall be subject to modification based on changes in applicable taxes and have to be borne by the Client.

Reservation requests should be made and settled online before the 12/08/2020. After this date, all reservation requests will still be processed by c'accommodation but will be based on hotel availability.

A reservation request accompanied by its accepted payment shall be deemed a firm order.

Payment:

The full payment of your stay is requested to make your reservation. This payment must be settled by credit card (Visa, Eurocard/Mastercard).

Payments through c'accommodation shall be made securely through the platform CIC.

*All hotels prices indicated by C'ACCOMMODATION on its website are in Euros.

All payments between the Parties shall be made in Euros.

Any bank fees shall be borne by the Client.

CANCELLATION TERMS FOR INDIVIDUAL RESERVATIONS

Any cancellation, in whole or in part, of the reservation, i.e. any request to reduce the number of nights reserved initially must be notified in writing by the Client to c'accommodation (by e-mail) and shall be ipso jure subject to the following penalties, given that the notification date used to apply the cancellation terms shall be the date the Client's cancellation request is received by c'accommodation:

Cancellations received **on or before 20 May 2020** : The payment will be refunded.

Cancellations, reduction of stay, no-show or, early departure received **after 20 May 2020** : the full stay will be charged. The Client allows c'accommodation or the hotel to charge the missing nights on the credit card provided during the booking process.

SITE USAGE GENERAL TERMS AND CONDITIONS

"Individual Reservations" shall be understood as any reservation for a maximum of 4 rooms per night and per hotel.

"Client" shall be understood as the natural or legal person submitting the reservation request on <https://booking.accommodationbooking.eu/fr/20ECNP/1>

"Services" shall be understood as the services provided by c'accommodation under the framework of the Contract and detailed in the Special Terms

"Site" shall be understood as the website for nights reservation by the Client.

"Event" shall be understood as the event (conference, trade show, exhibition, etc.) for which the room reservation has been made.

"Nights" shall be understood as the number of rooms reserved multiplied by the number of nights.

"Room" shall be understood as any type of room (for example: single, double, triple, twin, suite, apartment, studio, etc.)

1. Scope

The present General Terms shall be applicable to individual hotel reservations made on the Site.

2. Capacity for Making Reservations on the Site

The Site's purpose is to assist the Client in searching hotel offers and making the appropriate reservations. The Client must be at least 18 years of age, legally capable of signing contracts and using the Site in accordance with these presents.

Except in cases of fraud, for which the Client must provide proof, the Client shall be financially responsible for his actions on the Site. The Client shall guarantee the truth and accuracy of the information he provides to the Site.

Fraudulent use of the Site, or in violation of these presents, shall be sufficient reason to refuse the Client, at any time, access to services provided by c'accommodation.

3. Reservation Procedure

Service reservations are reserved solely for those Clients who have previously become familiar with the present General Terms and the Special Terms in their entirety and have indicated their acceptance by checking the box or clicking the hypertext link provided for this purpose. Failing

such acceptance, continuing the reservation process is technically impossible.

Consequently, finalizing the reservation process on the Site shall be deemed express acceptance by the Client of the present Special Terms and General Terms.

The Contract between c'accommodation and the Client shall be established upon payment on the Site.

A reservation confirmation shall be submitted to the Client by electronic mail. Any changes to the reservation shall be subject to a new confirmation;

4. Room Prices

The prices shall be established on the basis of currently applicable taxes and fees in the relevant country (VAT and tourist tax) unless otherwise indicated in the Special Terms. For invoicing by the hotel, any changes in taxes and fees as well as the creation or elimination of any taxes or fees, applicable as of the day of service, shall be taken into account. The rates indicated on the Site shall be per room per night. Breakfast may be included in the price, but not necessarily. Any breakfast ordered at the time of reservation shall be automatically invoiced and may not be reimbursed if not consumed.

Extras (bar, laundry, room service, telephone, etc.) shall not be handled or covered by c'accommodation and must be settled directly with the hotel.

Any modification of the reservation entails the invoicing by c'accommodation of the supplementary costs. The amount of these costs by reservation and by modification is specified in the particular conditions.

5. Hotel Categories and Information on the Establishments

The indicated comfort level attributed to the hotels included in the description available on the Internet Site corresponds to a rating established in reference to local standards in the host country and may therefore differ from French standards. It is provided for information only.

6. Right of Rescission

The client is hereby informed that, pursuant to Article L. 121-20-4 of the French Consumer Code, the Services offered by c'accommodation shall not be subject to the Right of Rescission provided for under Articles L 121-20 and following of the French Consumer Code with regards to distance selling.

7. Proof

It is hereby expressly agreed that, except for an obvious error on behalf of c'accommodation for which the Client shall provide proof, the data retained in c'accommodation and / or the hotels' information system shall constitute probative

evidence regarding the reservations made by the Client. The data on computer or electronic media shall constitute valid proof and as such shall be admissible under the same terms and with the same probative force as any document established, received, or retained in writing.

8. Responsibility

8.1 For Site Use

No guarantee shall be provided to the Client regarding:

- the absence of anomalies, errors, or bugs which may affect Site navigation or the implementation of any Site functionalities;
- or the possibility of correcting such anomalies, errors, or bugs;
- or the absence of Site interruptions or breakdowns;
- or the Site's compatibility with specific equipment or configurations.

Under no circumstances shall c'accommodation be held accountable for direct or indirect, and / or immaterial damages, whether foreseeable or not (including the loss of profits or opportunity....) resulting from supplying and / or using, or the total or partial impossibility of using any Site functionality.

The hypertext links present on the Site provide for connecting the Client to other Internet sites with the sole purpose of facilitating the Client's research.

In any case, the Client hereby acknowledges familiarity with the characteristics and limits of the Internet, in particular its technical performance, response times for viewing, querying, or transferring data, and the risks related to communications security.

8.2 For the Services

As c'accommodation is acting as an intermediary for the hotel services, it shall only be responsible for this intermediary activity and shall not be held liable for any incorrect execution or failure to execute the hotel service.

Nevertheless, with regards to its intermediary liability, c'accommodation may be exonerated in whole or in part from its responsibility if it provides proof that the failure to execute or incorrect

execution is attributable to the Client, or the unforeseeable and insurmountable acts of a third-party to the Services, or to a case of Force Majeure.

9. Registration, Insurance, and Financial Guarantee

9.1 c'accommodation Insurance

c'accommodation is registered upon the Travel and Tourism Operator Register in France under number IM075110093.

In accordance with Article L211-18 b) of the French Tourism Code, c'accommodation has taken out a professional civil liability insurance policy covering it with regards to its activities, i.e. hotel reservations, selling accommodations and hotel stays, particularly for conferences and seminars.

In accordance with Article L211-18 a) of the French Tourism Code, c'accommodation has a financial guarantee with CIC, 22 rue Duplex, Le Vendome, 76600 Le Havre for its travel agency activities.

9.2 Client Insurance

No insurance is included in the prices offered. Therefore, it is recommended that Clients take out an insurance policy covering the consequences of certain cases of cancellation.

10. Event Cancellation

c'accommodation shall not be held liable if the Event for which the rooms have been reserved is canceled, for any reason whatsoever. In this case, and if the cancellation is communicated by the Client, the contractually provided cancellation terms shall be applied.

11. Force Majeure

The obligations contained in these presents shall not be applicable or shall be suspended if their execution becomes impossible due to a case of force majeure or a fortuitous event.

Shall be deemed case of force majeure any unpredictable, irresistible and outside event of one of the Parties, preventing it from performing partially or totally its obligations arising from this agreement.

If case a force majeure arises or persists within a 30 days period preceding the first day of the overnight stays and at the end of this period it is still in effect, then each party may, if no agreement

is reached, terminate the Agreement by certified letter without any compensation of any kind whatsoever being due.

Should such an event last or occur within 30 days prior to first reserved night, the Contract may be terminated by the first requesting Party, without giving rise to damages for either Party. Such termination shall take effect upon presentation of the registered letter; return receipt requested denouncing said Contract. c'accommodation will keep the payment already paid by the Client.

12. Intellectual Property

The Site, its content, and all component elements, are creations for which c'accommodation holds all intellectual property rights and / or usage rights, particularly with regards to author's rights, database rights, trademarks, drawings, and models.

The Site, as well as the software, databases, texts, information, analyses, images, photographs, graphics, logos, sounds, and all other data contained on the Site shall remain the exclusive property of c'accommodation.

The Client is hereby granted a non-exclusive, non-transferable right to use in a private setting the Site and the data contained on the Site. The right so granted shall consist of (i) a right to online consultation of the data and information contained on the Site and (ii) a right to reproduce, in the form of a printout and / or backup, the data and information consulted. Said usage right shall be understood as solely for strictly private use.

Any other use of the Site, particularly commercial, on behalf of the client is strictly prohibited. In particular, the

Client shall refrain from, non-exhaustively: reproducing and / or representing for a purpose other than private, selling, distributing, publishing, translating, adapting, diffusing, and communicating, in whole or in part, in any form whatsoever, any element, information, or data from the Site.

Moreover, the Client shall refrain from introducing, by any means whatsoever, data which may modify or damage the Site's content or presentation.

Any hypertext link to the Site, regardless of link type, must be subject to prior authorization by c'accommodation, acting in the name and on behalf of the relevant rights holder, in paper or electronic format.

13. Data Protection

The information communicated by the User on the Site shall be used for processing and making reservations.

In accordance with Article 32 of the French Personal Data Protection law dated January 6th, 1978 modified by law 2004-801 dated August 6th, 2004, the information required for processing and making reservations shall be indicated by an asterisk on Site pages.

The other requests for information with an optional response or information regarding the Client's interest in offers that may be sent to him are designed to understand the Client better and improve the services provided.

c'accommodation may communicate to the Client by any means (electronic or paper) information providing for better understanding and better using their respective sites, proposing promotional offers disseminated on its sites and offers from Partners, in strict compliance with the provisions of the Personal Data Protection law as amended, subject to the Client's prior consent or opposition.

Moreover, c'accommodation may submit information regarding the Client's reservation to its insurer. Such transmission allows c'accommodation to combat bank card fraud.

Should outstanding debts occur due to the fraudulent use of a bankcard, the contact information related to the Client's reservation originating such outstanding debt shall be inscribed upon a payment incident register established by the insurer and under its responsibility.

In accordance with law no. 78 dated January 6th, 1978 modified by law 2004-801 dated August 6th, 2004, the Client shall have, at all times, the right to access, change, correct, and remove any of its personal data (Art. 39 and following of the "Personal Data Protection" law). To exercise these rights, the Client may contact c'accommodation by writing to the webmaster at the following address:

c'accommodation, 2-8 rue Gaston Rebuffat, 75019 Paris.

14. Information and Claims

Any request for information, specifications, or regarding claims regarding c'accommodation's services shall be communicated to the following address, within 30 days after the stay:
c'accommodation, 2-8 rue Gaston Rebuffat, 75019 Paris : +33 (0)1 70 36 04 44

No claim shall be processed after this deadline.

15. Modifications to the General Terms & Conditions

c'accommodation reserves the right to change, modify, add, or delete parts of the present General Terms at any time, given that such modifications shall not apply to Services performed previously.

It is imperative that the Client become familiar with and accept the Special Terms and General Terms when making the reservation, particularly in order to check the applicable provisions.

16. Contractual Breach

Each Party may terminate the present Contract ipso jure if the other Party does not fulfill any of its obligations as stipulated in these presents, failing remedy by the defaulting Party within 8 days of receiving notification from the other Party.

17. Applicable law

c'accommodation hereby elects domicile at its registered office and the Client at his domicile (or registered office for a legal person).

The present contractual relationship shall be governed by French law; in the event of litigation, the courts of Paris shall have sole jurisdiction.

18. Interpretation

Any issues regarding the interpretation of the present Contract in another language shall be resolved in reference to the contractual meaning of the French version.