

Conditions of Service

Welcome to our website www.escapadefrancaise.com and our applications (our "Service"). This page (together with the documents to which it refers) sets out the terms and conditions under which our partners provide their services to you (the "Ads") on our website.

Please read these conditions carefully before booking ads on our site. By accessing our site and making a reservation, you agree to be bound by these terms and conditions and our terms of use policy without reservation.

If you have any questions about these conditions, please contact us before ordering. If you do not fully accept these terms, do not use our Services.

These Terms of Service (the "Terms") constitute a legally binding agreement (the "Agreement") between you and ESCAPADE FRANÇAISE (as defined below) governing your access to and use of the ESCAPADE FRANÇAISE Site, including its subdomains and all other sites through which ESCAPADE FRANÇAISE provides the ESCAPADE FRANÇAISE Services (collectively, the "Site"), our mobile, tablet and smartphone applications and application program interfaces (collectively, the "Applications"), and all associated services (collectively, the "ESCAPADE FRANÇAISE SERVICES"). The Site, Application and Services of ESCAPADE FRANÇAISE are collectively referred to hereinafter as the "ESCAPADE FRANÇAISE Platform". Our Traveller Refund Policies, Non-Discrimination Policy are applicable to your use of the ESCAPADE FRANÇAISE Platform and are incorporated by reference into this Agreement.

The terms "ESCAPADE FRANÇAISE", "we", "us" or "our" used in these Conditions refer to the company ESCAPADE FRANÇAISE with which you enter into a contract. Your contracting entity will generally be determined according to your Country of residence. France is the jurisdiction associated with your ESCAPADE FRANÇAISE Account.

How we collect and use personal data in connection with your access to the ESCAPADE FRANÇAISE Platform and your use of the ESCAPADE FRANÇAISE Platform is described in our Privacy Policy.

All payment services related to your use of the ESCAPADE FRANÇAISE Platform (the "Payment Services") are provided to you by ESCAPADE FRANÇAISE.

It is the exclusive responsibility of ESCAPADE FRANÇAISE to identify, understand and comply with all laws, rules and regulations applicable to guest houses, tour guides and local attractions companies to their Advertisements and Services offered by the Host.

ABOUT US

Escapade Française is a website operated by Escapade Française ("we" or "ESCAPADE FRANÇAISE"), a SAS company with a capital of 1000 euros, whose registered office is located at 76bis rue de Rennes, Paris, 75006, France, and registered with the RCS in France under number 831 738 687.

Escapade Française is a platform for booking and connecting accommodation type guest house, local attractions activities, private guided tours orchestrated by a guide lecturer recognized by the State.

You can contact us:

Mail : bonjour@escapadefrancaise.com

Telephone: 076 950 9588

Address: 76bis rue de Rennes, Paris, 75006, France,

Professional liability insurer: BEAZLEY 124 Bvd Haussmann, 75008 PARIS - Amount of the guaranteed ceiling, 200 000 euros all damages combined.

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1. Scope of Services ESCAPADE FRANÇAISE

1.1 The ESCAPADE FRANÇAISE Platform is an online marketplace that allows registered users ("Members") and partners who offer services (Members who offer services are "Hosts" and the services they offer are "Hosting Services") to manage the availability of these Host Services on the ESCAPADE FRANÇAISE Platform (the "Ads") and to communicate and deal directly with Members who wish to book these Host Services (Members who use Host Services are "Travellers"). Host Services may include the rental of accommodation for holidays or other purposes (the "HOST

HOUSES"), single and/or multi-hour activities in different categories (the "ACTIVITIES"), access to guided tours and unique locations (the "CONFERENCE GUIDES"), as well as other varied services, related or not to travel.

1.2 As the supplier of the ESCAPADE FRANÇAISE Platform, ESCAPADE FRANÇAISE is not the owner and does not create or sell, resell, supply, control, manage or proposes any Advertisements or Services proposed by the partner. ESCAPADE FRANÇAISE is also not an organiser or retailer of package holidays within the meaning of Directive (EU) 2015/2302. Guests are solely responsible for their Ads and Services offered by the Host. When Members make or accept a reservation, they enter into a contract directly with each other. ESCAPADE FRANÇAISE is not and does not become a party to any contract between Members, is not involved in the contractual relationship between Members and is neither a real estate broker nor an insurer. ESCAPADE FRANÇAISE does not act as an agent of any Member, except as provided in the Terms of Payment.

1.3 If ESCAPADE FRANÇAISE can facilitate the resolution of disputes, ESCAPADE FRANÇAISE controls AND guarantees (i) the existence, quality, security, adequacy or legality of the Advertisements or Host Service, (ii) the veracity or accuracy of the descriptions of the Advertisements, Ratings, Comments or other Member Content (as defined below), or (iii) the performance or behaviour of any Member or third party. ESCAPADE FRANÇAISE does not approve any Clients, however ESCAPADE FRANÇAISE approves Advertisements or Host Services. A client's registration constitutes neither an approval, nor a certification, nor a guarantee on the part of ESCAPADE FRANÇAISE concerning a client, including his identity, history, reliability or seriousness. You must always be careful when you decide to accept a customer into your Accommodation, participate in an Activity or Guided Tour, or use other Host Services, accept a reservation request from a Traveller, or have any other exchange or interaction with any other customer, online or in person. The verified Images (as defined below) are intended solely to give a photographic representation of an Ad on the date on which the photograph was taken, and therefore do not constitute approval by ESCAPADE FRANÇAISE.

1.4 If you choose to use the ESCAPADE FRANÇAISE Platform as a partner, your capacity with regard to ESCAPADE FRANÇAISE is limited to that of an independent third party contractor, and not that of an employee, agent, member of a joint venture or partner of ESCAPADE FRANÇAISE for any reason whatsoever, you are acting exclusively for your own account and for your own benefit, and not for the account or benefit of ESCAPADE FRANÇAISE. ESCAPADE FRANÇAISE does not direct or control you, and shall not be considered as directing or controlling you, either generally or in application of these Terms, including in connection with the provision of Host Services. You acknowledge and agree that you have full discretion to advertise your Host Services or otherwise engage in other business or employment activities.

1.5 In order to promote the ESCAPADE FRANÇAISE Platform and to increase the visibility of Ads with potential Travellers, Ads and other forms of Member Content may be published on other websites, in applications and e-mails, as well as in online and offline advertising. To help customers who speak another language, Announcements and other forms of Partner Content have been translated, in whole or in part, into other languages. ESCAPADE FRANÇAISE cannot guarantee the

accuracy or quality of these translations and it is the Partners' responsibility to verify the accuracy of these translations. The ESCAPADE FRANÇAISE Platform may contain translations proposed by DEEPL.COM. DEEPL.COM disclaims all express or implied liability for the content of translations, including accuracy, reliability and any implied warranty of merchantability, fitness for a particular purpose and non-infringement.

1.6 The ESCAPADE FRANÇAISE Platform may contain links to third party websites or resources (the "Third Party Services"). These Third Party Services may be subject to different terms of service and personal data protection practices. ESCAPADE FRANÇAISE cannot be held responsible for the availability or accuracy of these Third Party Services, or for the content, products or services available from these Third Party Services. Links to these Third Party Services should not be construed as an endorsement by ESCAPADE FRANÇAISE of these Third Party Services.

1.7 Due to the nature of the Internet, ESCAPADE FRANÇAISE cannot guarantee the uninterrupted and continuous availability and accessibility of the ESCAPADE FRANÇAISE Platform. ESCAPADE FRANÇAISE may limit the availability of the ESCAPADE FRANÇAISE Platform or of certain areas or functionalities of the ESCAPADE FRANÇAISE Platform if this is necessary due to limited capacities, to preserve the security or integrity of our servers, or to carry out maintenance operations in order to ensure the proper functioning of the ESCAPADE FRANÇAISE Platform. ESCAPADE FRANÇAISE may improve or modify the ESCAPADE FRANÇAISE Platform and add new ESCAPADE FRANÇAISE Services at any time.

2. Eligibility, Use of the ESCAPADE FRANÇAISE Platform, Member Verification

2.1 You must be at least 18 years old and have the capacity to contract to access the ESCAPADE FRANÇAISE Platform, use it or create a ESCPADE FRANÇAISE Account. By accessing or using the ESCAPADE FRANÇAISE Platform, you certify that you are at least 18 years old and have the capacity and power to contract.

2.2 You undertake to comply with all export control laws in force in your country. You also certify that (i) you are not resident in, and your Host Service(s) are not provided in, a country on the Single Gel List applicable in France under the Direction Générale du Trésor or Liste de Gels of the European Union, or which has been designated by the French State as a "State supporting terrorism", and (ii) you are not on any list of parties prohibited or restricted by the French State.

2.3 ESCAPADE FRANÇAISE may subject access to and use of the ESCAPADE FRANÇAISE Platform or certain areas or features of the ESCAPADE FRANÇAISE Platform to certain conditions or requirements, such as the submission to a verification procedure, the satisfaction of certain quality and eligibility criteria, or a Traveller's booking and cancellation history.

2.4 Verification of users on the Internet is difficult, and we accept no responsibility for confirming the identity of any Traveller. Notwithstanding the foregoing, for the purposes of transparency and fraud prevention, subject to applicable law, we may, but are not obligated to, (i) request Travellers to provide us with official identification

or other information, or to submit to other checks to verify Travellers' identity and background, (ii) consult third party databases or other sources of information to verify if Travellers are included, and request reports from service providers, and (iii) if we have sufficient information to identify a Traveller, obtain extracts from criminal or sexual (or similar) offence files from local authorities (if available).

2.5 Access to and use of certain areas and features of the ESCAPADE FRANÇAISE Platform may be subject to separate policies, standards or rules, or may be subject to your acceptance of additional terms. In the event of any conflict between these Terms and other terms applicable to a specific area or feature of the ESCAPADE FRANÇAISE Platform, the latter will prevail with respect to your access to and use of that area or feature, unless otherwise specified.

3. Modification of these Conditions

ESCAPADE FRANÇAISE reserves the right to modify these Conditions at any time in accordance with this article. If we modify these Conditions, we will publish the modified Conditions on the ESCAPADE FRANÇAISE Platform by modifying the "Last updated" date at the top of the Conditions. We will also notify you of changes by e-mail at least thirty (30) days prior to the effective date. If you disagree with the amended Terms, you may terminate this Agreement effective immediately. We will inform you of your right to terminate the Contract in the notification email. If you do not terminate your Agreement before the effective date of the amended Terms and you continue to access or use the ESCAPADE FRANÇAISE Platform, you will be deemed to have accepted the amended Terms.

4. Create an account

4.1 You must create an account (the "ESCAPADE FRANÇAISE Account") to be able to access and use certain features of the ESCAPADE FRANÇAISE Platform, such as managing an ad calendar or making a reservation. If you create a ESCAPADE FRANÇAISE Account for a company or other legal entity, you certify that you have the power to legally bind this legal entity and to grant us all the authorisations and licences provided for by these Terms.

4.2 You can create an ESCAPADE FRANÇAISE Account by choosing an email address and password, or by using your account with certain third-party social networking services, such as Facebook or Google ("SRS Account").

4.3 You must enter accurate, up-to-date and complete information during the registration process and keep your ESCAPADE FRANÇAISE Account information up to date as well as the information on the public page of your profile on your ESCAPADE FRANÇAISE Account.

4.4 You are prohibited from creating several ESCAPADE FRANÇAISE Accounts unless ESCAPADE FRANÇAISE authorises you to do so. You are prohibited from assigning or transferring your ESCAPADE FRANÇAISE Account in any way to another party.

4.5 You are responsible for maintaining the confidentiality and security of your ESCAPADE FRANÇAISE Account details, and you are prohibited from disclosing your details to any third party. If you believe or have reason to believe that your identifiers have been lost, stolen, misappropriated or compromised in any way, or in the event of any known or suspected unauthorized use of your ESCAPADE FRANÇAISE Account, you must immediately notify ESCAPADE FRANÇAISE. You are responsible for all activities conducted with your ESCAPADE FRANÇAISE Account, unless you have not authorized such activities and have not otherwise been negligent (for example, by not reporting unauthorized use or loss of your identifiers).

5. Special conditions for partners ESCAPADE FRANÇAISE

5.1 Conditions applicable to all Ads

5.1.1 When you become a member of ESCAPADE FRANÇAISE after selection, you must (i) provide us with complete and accurate information about your Host Service (such as the description of the accommodation, its location and dates of availability), (ii) specify the deficiencies, restrictions (such as the internal regulations) and applicable conditions (such as the minimum age, aptitudes or physical condition required for an Activity) and (iii) provide other useful information requested by ESCAPADE FRANÇAISE. It is your responsibility to keep the dates of availability of your Ad up to date (in addition to any changes in information). In case of reservation dispute for non management of the calendar. ESCAPADE FRANÇAISE is in no way responsible.

5.1.2 You are solely responsible for setting the price (including applicable taxes and any other expenses such as cleaning) for your Ad ("Posted Price"). Once a Traveller has booked, you may not ask for a price higher than that stated in the booking request.

5.1.3 None of the conditions set out in your Ad, including those relating to cancellations, must be contrary to these Terms or to the cancellation conditions that you have issued on your own website for your Ad.

5.1.4 The photos, animations or videos (collectively, the "Images") used in your Ads must accurately reflect the quality and condition of your Services offered by the Host. ESCAPADE FRANÇAISE reserves the right to impose a minimum number of Images, in a specific format, size and resolution, for each Ad. ESCAPADE FRANÇAISE gives itself the right to visit each establishment present on the ESCAPADE FRANÇAISE platform in order to verify the exact conformity of your ad.

5.1.5 The inclusion of Advertisements in the search results on the ESCAPADE FRANÇAISE Platform may vary and depend on various factors, such as the Traveller's search parameters and preferences, the Host's requirements, prices and availability dates, the number and quality of Images, customer service and cancellation history, the type of Service offered by the Host and/or the booking facility.

5.1.6 When you accept a booking request from a Traveller, you enter into a legally binding agreement with that Traveller and are then obliged to provide the Service(s) offered by the Host to the Traveller in the manner described in your Advertisement on the date of the booking request. You also agree to pay the applicable Host Fee and any applicable Taxes.

5.1.7 ESCAPADE FRANÇAISE advises Hosts to take out appropriate insurance for their Services offered. Please read your insurance contract carefully, and in particular, make sure that you understand the possible exclusions of cover as well as the applicable deductibles, and check among other things whether your insurance contract covers the actions or omissions of the Travellers (and of the persons for whom the Traveller has booked, if applicable) during their stay in your Accommodation or their participation in your Activity, Guided Private Tour or other Service offered by the Host.

6. Announcements for Activities, Private guided tour proposed by the Host

To propose an Activity, Private Guided Tour or another Welcome Service, you must submit an Ad. Activities, Private Guided Tours or other Reception Services must meet quality standards. ESCAPADE FRANÇAISE reserves the right to decide, at its sole discretion, whether or not to publish on the ESCAPADE FRANÇAISE platform an Activity, Private Guided Tour or other submitted Welcome Service. After publication, Activities, Private Guided Tour or any other Reception Service may be deleted under the deletion provisions.

When preparing an announcement concerning Activities, Private Guided Tour or other Reception Service, you must, if applicable, fully inform Travellers of (i) the inherent risks of Activities, Private Guided Tour or other Reception Service, (ii) the conditions of participation, such as minimum age, (iii) provide them with any other information necessary to safely participate in Activities, Private Guided Tour or other Reception Services (dress codes, equipment, special certifications or permits, etc.).

Once Activities, Private Guided Tour or Welcome Service have been published on the ESCAPADE FRANÇAISE platform, you will be able to add the dates and times at which you propose the Activity, Private Guided Tour thanks to the ESCAPADE FRANÇAISE platform. By offering an Activity, Private Guided Tour or other Welcome Service at a certain date and time on the platform (an "Availability"), you agree that only persons who book on ESCAPADE FRANÇAISE may participate in that Activity Availability, Private Guided Tour or other Welcome Service. You also agree not to allow anyone to attend an Availability of your Activities, Private Guided Tour or other Welcome Service available on the ESCAPADE FRANÇAISE platform, unless the person concerned has made a reservation on ESCAPADE FRANÇAISE (or has been added as an additional traveler for a reserved seat via the ESCAPADE FRANÇAISE platform).

Hosts are solely responsible for the Activities, Private Tours or other Reception Services they submit, offer and provide. ESCAPADE FRANÇAISE only provides the services of ESCAPADE FRANÇAISE and is not an operator or organiser of visits, activities, travel services, experiences, events, activities, private guided tours or other reception services. ESCAPADE FRANÇAISE does not own such Experiences, Events, Activities, Private Tours or other Reception Services, which it does not sell, resell, provide, manage or control. ESCAPADE FRANÇAISE's responsibility is limited to the publication, on its platform, of announcements concerning Experiences, Events, Activities, Private Guided Tours or other Reception Services.

You are responsible for the acquisition of all Equipment, including supplies, vehicles, premises and other elements ("Equipment") required to offer an Experience, Event, Activities, Private Guided Tours or other Reception Service. You agree to assume full responsibility for ensuring that the Equipment used in your Experience, Event, Activities, Private Tours or other Reception Service is in good condition and in compliance with all laws relating to safety, Equipment and operational capabilities. Subject to legal requirements to the contrary, you assume any risk of damage or loss of your Equipment.

It is your responsibility to (i) understand and comply with all laws, rules and regulations that may apply to your Experience, Event, Activities, Private Tours or other Reception Service and (ii) obtain any required licenses, permits or certifications before offering an Experience, (iii) to ensure that your advertisement and/or proposal for an Experience, Event or other Hosting Service does not violate any agreements you may have with third parties.

7 Reservation of Experiences, Events, Activities, Private Guided Tours and other Services offered by the Host

7.1.1 Activities, Private Tours You must carefully read the description of any Experience, Event, Private Tours or other Service offered by the Host that you intend to book in order to verify that you (and the other travellers for whom you are booking) meet the conditions specified by the Host in its Announcement, such as minimum age, ability, physical fitness or other. At your sole discretion, you may decide to inform the Host of any medical or physical problems, or other circumstances that may prevent you or any additional traveler from safely participating in any Experience, Event, Private Tour or other Service offered by the Host. In addition, certain laws, such as the legal drinking age in the country where the Experience, Event or other Service offered by the Host takes place, may also apply. You are responsible for identifying, understanding and complying with all laws, rules and regulations that apply to your participation in an Experience, Event or other Service offered by the Host.

7.1.2 Before and during an Experience, Activity Event, Private Guided Tour or other Host Service, you must at all times follow the Host's instructions.

7.1.3 You may not invite additional persons to an Experience, Event, Activities, Private Guided Tours or other Host Service if you have not added these persons as additional travellers during the booking process on the ESCAPADE FRANÇAISE Platform.

7.2 Accommodation Reservation

7.2.1 You understand that a confirmed reservation of a guest house (the "Guest House Reservation") constitutes a limited permission granted to you by the Host to enter its property, occupy and enjoy the Accommodation for the duration of your stay, during which time the Host (subject to applicable law) retains the right to re-enter the Accommodation, in accordance with its own terms of service.

7.2.2 You agree to leave the Guest House at the latest at the time specified by the Host in the Announcement or at another time mutually agreed between you and the Host. If you stay beyond the occupancy deadline without the Host's consent (the "Unduly Extended Stay"), you are no longer permitted to occupy the Lodging and the Host is entitled to remove you from the Lodging by means in accordance with applicable law. In addition, you agree to pay, at the request of the Host, for each twenty-four (24) hour period (whole or partial) of Stay unduly extended, an additional tax equal to two (2) times the average of the posted Price per night initially paid by you as compensation for the inconvenience suffered by the Host, Taxes and all legal costs incurred by the Host to give the Traveller leave (collectively, the "Unduly Extended Stay Expenses"). Unduly extended stay costs for late departures on the scheduled departure date which have no impact on subsequent bookings may be limited to the additional costs incurred by the Host as a result of such Unduly Extended Stay. If you stay longer than planned, you authorise ESCAPADE FRANÇAISE to charge you for the collection of Unduly Extended Accommodation Expenses. A Security Deposit, when required by a Guest, may be applied to the Unduly Extended Stay Expenses which are due for an Unduly Extended Stay of the Traveller.

7.3 Conditions applicable to all bookings

7.3.1 Subject to compliance with all the conditions defined by ESCAPADE FRANÇAISE and/or the Host (such as submission to a verification procedure), you may reserve a guest house proposed on the ESCAPADE FRANÇAISE Platform by following the appropriate reservation procedure. All applicable fees, including the posted Price, and all applicable Taxes (collectively, the "Total Fee") will be indicated to you prior to booking. You agree to pay the Total Fee for any reservation requested with your ESCAPADE FRANÇAISE Account.

7.3.2 Upon receipt of a booking confirmation from ESCAPADE FRANÇAISE, a legally binding agreement is established between you and your Host, subject to any applicable additional conditions of the Host, including without limitation the applicable cancellation conditions and the rules and restrictions specified in the Announcement. ESCAPADE FRANÇAISE will recover the Total Fee at the time of booking request or upon confirmation by the Host in accordance with the terms of payment.

7.3.3 If you book a Host Service on behalf of additional travellers, you must verify that each of them complies with the conditions defined by the Host, and is informed of and accepts these Conditions and other conditions, rules and restrictions defined by the Host. If you make a reservation for an additional traveller who is a minor, you represent and warrant that you are legally authorized to act on behalf of the minor. To participate in an Experience, Activity Event, Private Guided Tour or other Host Service, minors must be accompanied by an adult who is responsible for them.

8. Reservation Changes, Cancellations and Refunds, Resolution Centre

8.1 Hosts and Travellers are responsible for all booking changes they make on the ESCAPADE FRANÇAISE Platform or request the ESCAPADE FRANÇAISE User Support to make (the "Booking Changes"), and agree to pay all posted Prices, Additional Host Charges and/or all Taxes associated with such Booking Changes.

8.2 Travellers may cancel a confirmed reservation at any time, subject to the cancellation conditions of the Announcement, and ESCAPADE FRANÇAISE will refund the total amount of the Expenses due to the Traveller in accordance with the cancellation conditions of the host. All amounts of the Total Fee due to the Host under the applicable cancellation conditions will be paid to the Host by ESCAPADE FRANÇAISE in accordance with the payment conditions.

8.3 If a Guest cancels a confirmed reservation, the Traveller will be fully reimbursed the total Fee paid for that reservation within a commercially reasonable time following cancellation. In certain cases, ESCAPADE FRANÇAISE may allow the Traveller to use the refund for a new reservation, in which case ESCAPADE FRANÇAISE will apply the amount to the next reservation of the Traveller according to his instructions.

8.4 For Experiences, Events, Activities, Private Tours and other Services offered by the Host, if bad weather creates dangerous or uncomfortable conditions for the Travellers, the Hosts may modify or cancel a Service offered by the Host. In the event of a substantial change in the itinerary or if the Service proposed by the Host must be cancelled, ESCAPADE FRANÇAISE, in consultation with the Host and/or the Travellers, will endeavour to propose to the Travellers another date for the Service proposed by the Host, an appropriate refund or a new reservation.

8.5 Unless otherwise specified in these Conditions, Travellers may use the Resolution Centre to send or request money for refunds, additional Host Services, or Booking Claims. You agree to pay all amounts sent through the Resolution Centre in connection with your ESCAPADE FRANÇAISE Account and will process all such payments to us.

9. Damage caused to Accommodations, Disputes between Members

9.1 As a Traveller, you are obliged to return the Accommodation (including any personal effects or other property in the Accommodation) in the condition in which you found it on arrival. You are responsible for your own actions and omissions and those of any person you invite into the Hosting, or to whom you give access to the Hosting, to the exclusion of the Host (and persons invited by the Host into the Hosting, if any).

9.2 If a Host claims and proves that you, as a Traveller, have caused damage to Accommodation or any personal effects or other property in Accommodation (the "Damage Claim"), the Host may request payment from you through the Resolution

Centre. If a Host sends a Complaint for damages to ESCAPADE FRANÇAISE, you will have the opportunity to respond. If you agree to pay the Host, or if ESCAPADE FRANÇAISE, in its sole discretion, establishes your liability in connection with the Complaint for damages, ESCAPADE FRANÇAISE will recover from you and/or deduct from the Security Deposit (if applicable) the amount necessary to resolve the Complaint for damages in accordance with the terms of payment. In addition, ESCAPADE FRANÇAISE reserves the right to recover any amount from you and to exercise any recourse at its disposal in cases where your liability in connection with a Complaint for damages is established, including, without limitation, in connection with any claim for payment made by a Host.

9.3 The Travellers agree to cooperate with and assist ESCAPADE FRANÇAISE in good faith, to provide ESCAPADE FRANÇAISE with the required information and to take the reasonable measures requested by ESCAPADE FRANÇAISE, with respect to all Claims or other claims made by Travellers relating to (i) an Accommodation, any personal effects or other property in the Accommodation or relating to (ii) Experiences, Activities or private guided tours. At the reasonable request of ESCAPADE FRANÇAISE, the Traveller shall participate with the Host in a mediation or similar free dispute resolution procedure, conducted by ESCAPADE FRANÇAISE or a third party chosen by ESCAPADE FRANÇAISE or its insurer, in the event of losses for which a Member claims payment from ESCAPADE FRANÇAISE.

9.4 If you are a Traveller, you understand and agree that ESCAPADE FRANÇAISE may make a claim under your homeowner, tenant or other insurance for any damage or loss you may have caused or for which you are responsible in an Accommodation, or any personal effects or other property (including a guest house) of the Host. You agree to cooperate with and assist ESCAPADE FRANÇAISE in good faith and to provide ESCAPADE FRANÇAISE with such information as it may reasonably request, so as to proceed with a claim under your homeowner, tenant or other insurance, including without limitation, signing documents and taking any other action reasonably required by ESCAPADE FRANÇAISE to complete the above steps.

10. Prohibited activities

10.1 You alone are responsible for complying with all laws, rules, regulations and tax obligations applicable to your use of the ESCAPADE FRANÇAISE Platform. In connection with your use of the ESCAPADE FRANÇAISE Platform, you agree not to help others to, or allow others to:

- violate or circumvent any applicable laws or regulations, agreements with third parties, third party rights, or our Terms, Policies, Standards ;
- use the ESCAPADE FRANÇAISE Platform or the Collective Content for commercial or other purposes not expressly permitted by these Terms, or in a manner that gives the false impression of ESCAPADE FRANÇAISE's approval, the existence of a partnership with ESCAPADE FRANÇAISE, or otherwise misleading as to your relationship with ESCAPADE FRANÇAISE;
- reproduce, store, access or use in any way any information, including personal information concerning any other Traveller, available on the ESCAPADE FRANÇAISE Platform, in contradiction with the ESCAPADE FRANÇAISE

User Protection Charter or these Conditions, or by infringing on the privacy rights of Travellers or third parties;

- offer, as a Host, accommodation that you do not own or that you are not authorised to offer for rent on the ESCAPADE FRANÇAISE Platform;
- Make a reservation in connection with an Ad when you will not be using the Host Services yourself, unless ESCAPADE FRANÇAISE explicitly authorizes it;
- use the ESCAPADE FRANÇAISE Platform to request, make or accept a reservation outside the ESCAPADE FRANÇAISE Platform, in order to avoid Service Fees or for any other reason ;
- request, accept or make payment for the Prize posted outside the ESCAPADE FRANÇAISE Platform. If you do so, you acknowledge and agree that you will: (i) violate these Terms; (ii) assume all risks and liabilities relating to such payment, and (iii) release ESCAPADE FRANÇAISE from all liability for such payment;
- discriminate against or harass any person on the grounds of his or her ethnic or national origin, religion, sex, sexual identity, physical or mental disability, health, marital status, age or sexual orientation, or engage in any violent, dangerous, abusive or disruptive behaviour;
- use, display or copy (including by "framing") the ESCAPADE FRANÇAISE Platform, or any individual element appearing on the ESCAPADE FRANÇAISE Platform, the name of ESCAPADE FRANÇAISE, any trademark, logo or other proprietary information of ESCAPADE FRANÇAISE, the design or layout of any page or form appearing on a page of the ESCAPADE FRANÇAISE Platform, without the express written consent of ESCAPADE FRANÇAISE;
- dilute, tarnish or otherwise damage the ESCAPADE FRANÇAISE Brand in any way, including unauthorized use of the Collective Content, registration and/or use of the word ESCAPADE FRANÇAISE or derivative terms in domain names, trade names, trademarks or other source identifiers, or the registration and/or use of domain names, trade names, trademarks or other source identifiers that closely mimic or are similar in such a way as to cause confusion with the domain names, trademarks, slogans, advertising campaigns or collective Content of ESCAPADE FRANÇAISE ;
- use robots, spiders, crawlers, scrapers or other automatic means or processes to access the ESCAPADE FRANÇAISE Platform, retrieve data or other content on the ESCAPADE FRANÇAISE Platform or interact with the ESCAPADE FRANÇAISE Platform for any other purpose ;
- avoid, hijack, remove, disable, damage, decode, or otherwise attempt to circumvent any technological measure implemented by ESCAPADE FRANÇAISE or any supplier of ESCAPADE FRANÇAISE or any other third party in order to protect the ESCAPADE FRANÇAISE Platform;
- attempt to decipher, decompile, disassemble or reverse engineer any software used to provide the FRENCH ESCAPADE Platform ;
- take any action that disrupts or interferes with, or could disrupt or interfere with the performance or proper functioning of the FRENCH ESCAPADE Platform;
- use, re-export, import or transfer the Application without being authorized by the laws of the French Republic, the export control laws in force in your country, and any other applicable laws ;
- infringe the rights of third parties or harm anyone.

10.2 You acknowledge that ESCAPADE FRANÇAISE is under no obligation to monitor access to the ESCAPADE FRANÇAISE Platform or use of the ESCAPADE FRANÇAISE Platform by any Traveller, or to verify, disable access to, or modify Traveller Content, but has the right to do so in order to (i) exploit, protect and improve the ESCAPADE FRANÇAISE Platform (including, without limitation, for fraud prevention, risk assessment, investigation and user assistance purposes); (ii) verify Members' compliance with these Terms and Conditions; (iii) comply with applicable law, court order, or requests from the police, the judiciary or other public agencies or state bodies; (iv) respond to Member Content that it deems harmful or unacceptable; or (v) for other purposes provided in these Terms. Members undertake to cooperate with and assist ESCAPADE FRANÇAISE in good faith, to provide ESCAPADE FRANÇAISE with the required information and to take the reasonable measures requested by ESCAPADE FRANÇAISE, in connection with any investigation conducted by ESCAPADE FRANÇAISE or a representative of ESCAPADE FRANÇAISE into the use or misuse of the ESCAPADE FRANÇAISE Platform.

11. Exclusions of liability and warranty

If you choose to use the ESCAPADE FRANÇAISE Platform, you do so voluntarily and at your own risk. The ESCAPADE FRANÇAISE Platform is provided "as is", without warranty of any kind, either express or implied.

You acknowledge that you have had all the possibilities you deem necessary to analyse the ESCAPADE FRANÇAISE Services, the laws, rules or regulations that may be applicable to your Advertisements and/or the Host Services that you receive, and that you have not relied on ESCAPADE FRANÇAISE's references to a law or fact relating to an Advertisement.

If we choose to verify the identity or background of a Traveller, to the extent permitted by applicable law, we exclude any warranty, express or implied, that such checks will identify past misconduct of a Traveller, or that a Traveller will not misconduct in the future.

You agree that certain Experiences and Events, other Host Services or Group Payment Services may involve risks, and by participating in such services, you voluntarily choose to assume such risks. For example, certain Services offered by the Host may present risks of illness, personal injury, disability or death and you freely and voluntarily assume such risks by choosing to participate in such Services offered by the Host. You assume full responsibility for the choices you make before, during and after participating in a Host Service or Group Payment Service. If you bring a minor as an additional traveller, you are solely responsible for the supervision of such minor during the period of your Host's Service, and to the fullest extent permitted by law, you agree to hold ESCAPADE FRANÇAISE harmless from any and all liabilities and remedies in any way related to any injury, death, loss or damage suffered by such minor during the Host's Service or in any way related to your Host's Service..

The above exclusions apply to the fullest extent permitted by law. You may have other legal rights. However, the duration of warranties imposed by law, if any, will be limited to the fullest extent permitted by law.

12. Responsibility

12.1 Unless you reside in the EU, you acknowledge and agree that, to the fullest extent permitted by law, you assume all risk associated with your access to and use of the ESCAPADE FRANÇAISE Platform, your publication of Advertisements and your reservations on the ESCAPADE FRANÇAISE Platform, your stay in an Accommodation, your participation in any Experience or Event, your use of any other Service offered by the Host. Neither ESCAPADE FRANÇAISE nor any other party involved in creating, producing or making available the ESCAPADE FRANÇAISE Platform shall be liable for any incidental, special, exemplary or consequential damages, including loss of profits, loss of data or loss of customers, interruption of service, computer damage, system failure, cost of substitute products or services, or any damages arising from any personal injury, personal injury or emotional distress arising directly or indirectly (i) from these Terms, (ii) the use or inability to use the ESCAPADE FRANÇAISE Platform, (iii) your publication of an Advertisement or reservation of Accommodation that is the subject of an Advertisement, including the provision or use of the Services offered by the Host that are the subject of an Advertisement, whether under a warranty, contractual or tort liability (including negligence), product liability or any other legal theory, and whether or not ESCAPADE FRANÇAISE has been advised of the possibility of such damages, even if any limited remedy set forth herein has failed in its essential purpose. Except for our obligation to pay the amounts due to the relevant Hosts in accordance with these Terms, the overall liability of ESCAPADE FRANÇAISE arising out of or in connection with these Terms and your use of the ESCAPADE FRANÇAISE Platform, including, without limitation, your publication of Advertisements or your reservation of Accommodations on the ESCAPADE FRANÇAISE Platform, or the use or inability to use the ESCAPADE FRANÇAISE Platform, and in connection with any Accommodation, Experience, Event, other Service offered by the Host, the Group Payment Service or any interactions with other Members, shall in no event exceed the amounts you have paid or are liable for in respect of reservations made on the ESCAPADE FRANÇAISE Platform as a Traveller during the twelve (12) months preceding the event giving rise to the liability or, if you are a Host, the amounts paid to you by ESCAPADE FRANÇAISE during the twelve (12) months preceding the event involving the liability, or the sum of one hundred euros (100 €), if no such payment has been made, as the case may be. The above limitations on damages are fundamental elements of the agreement between you and ESCAPADE FRANÇAISE. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitations may not apply to you. If you reside outside FRANCE, the foregoing provisions shall not apply to the liability of ESCAPADE FRANÇAISE in the event of death or personal injury caused by its negligence, or in the event of false declaration, misrepresentation or inaccurate information. concerning a fundamental question or any other liability which cannot be excluded or limited under applicable law.

12.2 If you reside in the EU, ESCAPADE FRANÇAISE can be held liable under certain provisions of the law in the event of intentional and serious misconduct committed by us, our legal representatives, directors or agents. This also applies to the assumption of guarantees or any other objective liability or in the event of culpable injury to life, body and/or health. ESCAPADE FRANÇAISE is liable for any unintentional breach of essential contractual obligations by us, our legal representatives, directors or agents. The essential contractual obligations are obligations of ESCAPADE FRANÇAISE which you expect to be properly performed and on the performance of which you must be able to rely for the proper performance of the contract, but the amount will be limited to foreseeable and current damages. Any other liability of ESCAPADE FRANÇAISE is excluded..

13. Indemnisation

You agree to release, defend (if ESCAPADE FRANÇAISE so desires), indemnify and hold harmless ESCAPADE FRANÇAISE, its affiliates and subsidiaries, including without limitation, and their officers, directors, employees and agents, from and against all claims, liabilities and damages, loss and expense, including without limitation reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or our Policies or Standards, (ii) your improper use of the ESCAPADE FRANÇAISE Platform or the ESCAPADE FRANÇAISE Services, (iii) your interaction with any Member, your stay in an Accommodation, your participation in an Experience, Event or other Service offered by the Host, your participation in the Group Payment Service, including, without limitation, any prejudice, loss or damage (compensatory, (iv) the Collection and Payment of Tourist Taxes by ESCAPADE FRANÇAISE, or (v) your violation of any law, regulation or right of third parties.

14. Applicable law and competent jurisdiction

14.1 If you reside in France, these Terms shall be interpreted in accordance with the laws of the French State, without regard to its conflict of laws rules. You and we acknowledge the territorial and personal jurisdiction of the Tribunal de Grande Instance de Paris..

14.3 If you reside outside France and the EU, these Terms will be interpreted in accordance with French law. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The choice of applicable law does not affect your rights as a consumer under the consumer protection regulations in force in your country of residence. If you are acting as a consumer, you accept the non-exclusive jurisdiction of the French courts. Any legal action you may bring against us in connection with these Terms may only be brought in a French court or in a court having jurisdiction over your place of residence. If ESCAPADE FRANÇAISE wishes to assert one of its rights against you, as a consumer, it can only do so before the courts of the jurisdiction on which you depend. If you are acting as a legal entity, you accept the exclusive jurisdiction of the French courts.

15. General provisions

15.1 These Conditions, as well as any additional conditions, policies, rules or standards that supplement them, constitute the entire agreement between ESCAPADE FRANÇAISE and you concerning the subject matter hereof, and replace all prior agreements and understandings, verbal or written, between ESCAPADE FRANÇAISE and you concerning access to and use of the ESCAPADE FRANÇAISE Platform.

15.2 No joint venture, partnership or employer-employee or principal-agent relationship exists between you and ESCAPADE FRANÇAISE as a result of this Agreement or your use of the ESCAPADE FRANÇAISE Platform.

15.3 These Terms of Service do not confer and are not intended to confer any rights or remedies on any person other than the parties.

15.4 If any provision of these Terms is held to be invalid, void or unenforceable, such provision shall be severed and such severance shall not affect the validity and enforceability of the remaining provisions.

15.5 The fact that ESCAPADE FRANÇAISE does not invoke any right or clause of these Conditions shall not constitute a waiver of such right or clause, unless we acknowledge and accept it in writing. Unless otherwise expressly provided in these Terms, the exercise by either party of any remedy available to it under these Terms shall be without prejudice to any other remedy available to it under these Terms or by law.

15.6 You may not assign, transfer or delegate this Agreement or your rights and obligations hereunder without ESCAPADE FRANÇAISE's prior written consent. ESCAPADE FRANÇAISE may, without restriction and at its sole discretion, assign, transfer or delegate this Agreement and its rights and obligations hereunder upon 30 days notice. Your right to terminate this Agreement at any time remains unaffected.

15.7 Unless otherwise specified, all notifications or other communications authorized or required hereunder, and intended for Members, shall be made in writing and delivered by ESCAPADE FRANÇAISE by e-mail, by notification on the ESCAPADE FRANÇAISE Platform, or by courier service (including SMS). For notifications sent to Members residing outside Germany, the date on which ESCAPADE FRANÇAISE sends the notification shall be considered the date of receipt.

15.8 If you live in the EU, you can access the European Commission's online consumer dispute resolution platform via the following link: <http://ec.europa.eu/consumers/odr>. Please note that ESCAPADE FRANÇAISE does not undertake to use an alternative dispute resolution method to resolve disputes with consumers, nor does it have any obligation to do so.

15.9 If you have any questions regarding these Terms, please send us an e-mail.

