

General terms and conditions of use of the www.bbhotels-group.com corporate website

Version of 11/04/2023

ANY USE OF THE SITE FOR ANY PURPOSE WHATSOEVER IMPLIES THE USER'S UNRESERVED ACCEPTANCE OF THESE GENERAL TERMS AND CONDITIONS OF USE.

Article 1: The company

The website is published by Casper BidCo whose information is [available here](#). (hereinafter referred to as "CASPER BIDCO")

Article 2: Terminology

The terms mentioned below have the following meaning in these General Terms and Conditions of Use:

- **Parties:** in the plural refers to CASPER BIDCO and the User together. In the singular, it refers to only one of the two Parties.
- **Partnership:** designates any commercial partnership that the Companies of the B&B HOTELS Group can offer to professional Users (Managing Agent, Franchisee, real-estate partner, merger - acquisition partner, etc.).
- **Service:** refers to the services offered by CASPER BIDCO on the Site.
- **Site:** refers to the CASPER BIDCO website accessible at www.bbhotels-group.com.
- **B&B HOTELS Group:** refers to CASPER BIDCO and any entity controlled by CASPER BIDCO or under common control with CASPER BIDCO
- **User(s):** refers to any professional who accesses and browses the Site, whether it is a Company of the B&B HOTELS Group or a simple internet user.

Article 3: Purpose and Scope

These General Terms and Conditions of Use (the "Terms and Conditions of Use") define the legal framework governing access to the website its use (the "Site").

These Terms and Conditions of Use are in French and are intended to apply between CASPER BIDCO and any User wishing to access the Site to find out about the

companies of the B&B HOTELS Group and to contact one of them to request a Partnership.

In this context, CASPER BIDCO acts as the publisher of the Site and also as a technical intermediary in order to collect requests for commercial Partnerships for all the companies of the B&B HOTELS Group.

This Site and these Terms and Conditions of Use do not allow the booking of a stay with a Company of the B&B HOTELS Group. If the User wishes to book a stay, he/she is requested to visit the website <https://www.hotel-bb.com/fr>.

Article 4: Acceptance of the Terms and Conditions of Use

By accessing or using the Site, you agree to be bound by these General Terms and Conditions of Use. If you do not agree with these Terms and Conditions of Use, please do not access or use the Site.

The User thus undertakes to read these Terms and Conditions of Use carefully when accessing the Site and is asked to accept, download and print them and keep a copy.

These Terms and Conditions of Use are available at the bottom of each page of the Site by means of a hypertext link and can be consulted at any time.

Article 5: Technical specifications

By accessing the Site or using it, the User acknowledges that he/she has the necessary means and skills to use the proposed functionalities.

The equipment required to access and use the Site is at the User's expense, as are any telecommunication costs incurred by their use.

Article 6: Role of CASPER BIDCO

The Site published by CASPER BIDCO allows to present, to the User, the B&B HOTELS group, its values, its history, its leadership, its commitments, as well as to put the Companies of the B&B HOTELS group and the Users in contact with each other electronically in view of a commercial partnership.

CASPER BIDCO has no control over the business partnerships between the companies of the B&B HOTELS Group and the User.

The User is expressly informed that the Commercial Partnership will not be concluded directly on the Site.

CASPER BIDCO does not charge the companies of the B&B HOTELS Group or the User for the connection.

These Terms and Conditions of Use do not, under any circumstances, confer on Users the status of employee, agent or representative of CASPER BIDCO.

Article 7: Services offered on the Site

7.1. Services available to any User

The main Service offered by CASPER BIDCO consists of:

- Providing a presentation of the B&B HOTELS group and the companies of the B&B HOTELS group;
- To put Users in contact with the companies of the B&B HOTELS group for the conclusion of a Partnership concluded and negotiated outside the Site.

Request for Partnership

By clicking on the Partnership category of his/her choice, the interested professional user will have the possibility to request a Partnership from the companies of the B&B HOTELS Group.

To do so, the User will be asked to provide all the information required for the Companies of the B&B HOTELS Group to evaluate the request (description of the project, sending a curriculum vitae, etc.).

The Users are expressly informed that the Partnerships will not be concluded on the Site but directly with the company concerned of the B&B HOTELS Group.

7.2. Services available to all the companies of the B&B HOTELS Group

Through the Site, the companies of the B&B HOTELS Group will have the possibility to:

- Receive Partnership requests from Professional Users.

Article 8: Obligations of the Parties

8.1. Obligations of Users

When using the Site, each User undertakes to not breach 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 and Conditions of Use.

Each User is obliged to:

- Behave in a fair and lawful manner towards CASPER BIDCO, the companies of the B&B HOTELS group and third-parties;
- Be honest and truthful in the information provided to CASPER BIDCO and, where applicable, to other Users of the Site (mainly the companies of the B&B HOTELS Group);
- Use the Site in accordance with its purpose as described in these Terms and Conditions of Use;
- Not divert the purpose of the Site to commit crimes, offences or contraventions punishable by the Penal Code or any other law;
- Not carry out substantial or repeated extraction of the content of the Site by infringing CASPER BIDCO's database producer rights;
- Respect the privacy of third-parties and the confidentiality of exchanges, particularly with the companies of the B&B HOTELS Group;
- Respect CASPER BIDCO's intellectual property rights pertaining to the elements of the Site and, where applicable, the intellectual property rights of other Users;
- Not seek to violate, within the meaning of Articles 323-1 et seq. of the French Penal Code, the automated data processing systems implemented on the Site, in particular through practices such as scrapping;
- Not use the Site to send unsolicited mass messages (advertising or otherwise);
- Not disseminate data that would diminish, disorganise, slow down or interrupt the normal operation of the Site.

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

- Constituting denigration of CASPER BIDCO or other Users;
- Contrary to public order and morality;
- Of an abusive, defamatory, racist, xenophobic or revisionist nature, or which is damaging to the honour or reputation of others;
- Inciting discrimination, hatred of a person or a group of persons on the grounds of their origin or their membership or non-membership of a particular ethnic group, nation, race or religion;
- Threatening a person or group of persons;
- Being paedophilic in nature;
- Inciting to commit an offence, crime or an act of terrorism or advocating war crimes or crimes against humanity;
- Encouraging suicide;
- Allowing third-parties to obtain, directly or indirectly, pirated software, software serial numbers, software enabling acts of piracy and intrusion into computer and telecommunication systems, viruses and other logic bombs and, in general, any software or other tool enabling to violate the rights of others and the security of persons and property;

- Being commercial in nature (canvassing, soliciting, prostitution, etc.).

The User is solely responsible for the use of the Site and Services.

8.2. Obligations of CASPER BIDCO

CASPER BIDCO's general obligation is a best efforts obligation. CASPER BIDCO shall have no obligation to achieve a result or reinforced best efforts obligation of any kind.

CASPER BIDCO undertakes to do everything in its power to ensure continuity of access and use of the Site 24/7.

However, CASPER BIDCO draws the attention of Users to the fact that the current Internet communication protocols do not allow the transmission of electronic exchanges (messages, documents, identity of the sender or recipient) to be guaranteed in a certain and continuous manner.

Article 9: Data protection

In the context of provision of Services, CASPER BIDCO may collect personal data about the User.

This data is processed in compliance with Law no. 78-17 of 6 January relating to information technology, files and freedoms and Regulation no. 2016-679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

The User is asked to consult the Personal data protection policy available [here](https://bbhotels-group.com/personal-data-protection-policy/) `{https://bbhotels-group.com/personal-data-protection-policy/}` which will provide further information on the protection of personal data, the processing carried out by CASPER BIDCO and on how to exercise rights.

Article 10: Intellectual property

10.1. General provisions

With the exception of the content of the companies of the B&B HOTELS Group, all rights, titles and interests related to the Site, its content, features, graphic charter, database, data and generally any information contained therein, including, but not limited to, all filed trademarks, copyrights, logos, trade names, illustrations, images,

designs, are the sole and absolute property of CASPER BIDCO, of the Site and/or its licensors.

Any total or partial reproduction of this content is strictly forbidden and may constitute an infringement of copyright.

The acceptance of these Terms and Conditions of Use constitutes recognition by the User of CASPER BIDCO's intellectual property rights and an undertaking to respect them.

10.2. Rights granted to you

CASPER BIDCO grants you a personal, non-exclusive, non-transferable and free license to access and use the Site and its content and use them in accordance with these Terms and Conditions of Use, for personal, non-commercial purposes.

You are not authorised to (i) reproduce, display, extract, adapt and/or translate the Site and/or its content or any part of its content, except as permitted under these Terms and Conditions of Use; (ii) make available to any third-party, directly or indirectly, the Site and/or its content or any part of its content; (iii) extract or re-use the content of the Site or any part of its content, in whole or in part, in any format or on any medium whatsoever; (iv) circumvent any protection or access restriction measures applying to the Site and/or its content or any part of its content.

For any use of the Site and/or its contents or any part of its contents outside the framework defined above, including, inter alia, for commercial purposes, you must obtain the prior written authorisation of CASPER BIDCO of the Site. You are prohibited from using the Site and/or its content or any part of its content in an illegal, fraudulent, unacceptable or inappropriate manner. You may not use any automated means to use the Site and/or its content or any part of its content, including, among other things, the integrated databases.

10.3. Rights not granted to you

You agree that you are not authorised to download or post any content that is governed by the intellectual property rights of a third-party, trade secret or any other proprietary rights of a third-party, unless you are the owner of such rights or have permission from the legal owner of the rights, or content that is deemed illegal under applicable laws and regulations, including, without limitation, any content that may (i) be defamatory or libellous, (ii) justify or deal with crimes against humanity, (iii) incite hatred based on ethnicity, gender, sexual identity or disability or encourage child pornography, (iv) provoke or promote acts of terrorism, (v) encourage any type of violence, including violence against women.

In general, and given the purpose of the Site, you agree to always behave ethically with respect to the content you download or post to the Site.

10.4. Rights granted by the companies of the B&B HOTELS group

Within the framework of the Services, the companies of the B&B HOTELS Group may publish content (photographs, brands, logos, drawings, etc.) belonging to them or to third-parties.

Any company of the B&B HOTELS Group that submits content via the Site guarantees that it has the necessary economic rights to make a representation or reproduction of all content and will hold CASPER BIDCO exonerated.

In any case, CASPER BIDCO cannot be held responsible for any act of counterfeiting, given its simple capacity as host of the contents published by the companies of the B&B HOTELS Group.

For the purpose of the execution of these Terms and Conditions of Use, each company of the B&B HOTELS Group grants CASPER BIDCO a free and non-exclusive licence to use, reproduce, represent, adapt and make available to the said public the said contents, including in particular the content protected by copyright, as well as any other visible distinctive sign for the purpose of the execution of these Terms and Conditions of Use. This licence shall be valid for the entire duration of the use of the Site pursuant to these terms and conditions and throughout the world.

This licence does not carry any right to sublicense to a third-party. CASPER BIDCO will not be held responsible for the copy of the content by any User browsing the Site who would violate its Terms and Conditions of Use.

Article 11: Responsibility

11.1. General principles

CASPER BIDCO declines all responsibility in particular:

- In the event of temporary inability to access the Site for technical maintenance or updating of published information. Users acknowledge that CASPER BIDCO shall not be held liable in the event of malfunctions or interruptions in the said transmission networks;
- In the event of virus attacks, unlawful intrusion into an automated data processing system;
- In case of abnormal use or illicit use of the Site by a User or a third-party;
- Concerning the content of third-party websites to which hyperlinks on the Site are linked;

- In the event of non-compliance with these Terms and Conditions of Use attributable to Users;
- In case of delay or non-performance of its obligations, when the cause of the delay or non-performance is associated to an event of force majeure;
- In the event of an external cause not attributable to CASPER BIDCO;

In the event of abnormal use or illicit use of the Site, the User shall be solely responsible for any damage caused to third-parties and the consequences of any claims or actions that may result.

11.2. Links to third-party websites/offers

The Site may include hyperlinks to third-party websites or offers. These hyperlinks and third party offers are provided for information purposes only. We are not responsible for (i) the availability of such websites or third-party offers or (ii) the accuracy or reliability of their content. Unless we expressly state otherwise, we do not endorse these websites or third-party offers or their content.

11.3. Hosting status

Users acknowledge that CASPER BIDCO acts as a host within the meaning of Article 6 I 2° of the law of 21 June 2004 on confidence in the digital economy, known as the "LCEN".

In this respect, CASPER BIDCO 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.

Notification of manifestly unlawful content by a User or any other third-party must be made by:

- Email to: privacy@bbhotels-group.com
- Or by post to the address: Casper BidCo, 29 boulevard Romain Rolland - 92120 Montrouge (France)

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

- The date of the notification;
- If the notifier is a natural person: name, surname, e-mail address;

If the notifier is a legal person: its corporate form, its name, its e-mail address;

If the notifier is an administrative authority: its name and e-mail address.

The identity of the notifier is presumed to be acquired if he/she/it was connected as a User on the Site at the time of notification and CASPER BIDCO was able to collect the elements necessary for his/her/its identification.

- The description of the disputed facts, their precise location and, if applicable, the e-mail address(es) to which the content is made accessible. These conditions are deemed to be met if the User directly uses a reporting functionality that is directly accessible from the said disputed content.
- The reasons why the content should be removed or made inaccessible, including the legal provisions and the justification of the facts; it being specified that this condition is deemed to be met if the online public communication service allows notification to be made by a technical device offering to integrate the category of offence to which the contentious content may be associated;
- A copy of the correspondence addressed to the author or publisher of the litigious information or activities requesting their interruption, withdrawal or modification, or justification for the fact that the author or publisher could not be contacted, with the exception for the offences provided for in Article 6 I 5° of the LCEN, and in particular content that is hateful, incites hatred or glorifies crimes against humanity or acts of terrorism.

Article 12: DISPUTES BETWEEN THE COMPANIES OF THE B&B HOTELS GROUP AND USERS

It is specified that any request or complaint from a User relating to a Partnership must be addressed directly to the company of the B&B HOTELS Group concerned, which is solely responsible for the execution of this Partnership.

Article 13: Force majeure

CASPER BIDCO shall not be held liable if the non-performance or delay in the performance of any of its obligations described in these Terms and Conditions of Use is due to force majeure.

Force majeure in contractual matters occurs 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 performing his obligation.

If the impediment is temporary, the performance of the obligation shall be suspended unless the resulting delay justifies the termination of the contract. If the impediment is definitive, the contract shall be terminated ipso jure and the Parties shall be 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 any of the above events, CASPER BIDCO shall endeavour to inform the User as soon as possible.

Article 14: User Services

Any question or complaint concerning the use of the Site may be made in the following manner:

- By email to: fra-grounotification@hotelbb.com
- By mail to: Casper BidCo, 29 boulevard Romain Rolland - 92120 Montrouge (France)
- By completing the contact form available at the bottom of the page of the Site.

Article 15: Severability, Non-Renunciation

The provisions of these Terms and Conditions of Use are severable. If any of these provisions become invalid, illegal or unenforceable, in whole or in part, they shall be severed and deleted to the extent required, and the remaining provisions shall remain in force. Your failure or the failure of CASPER BIDCO to exercise or enforce any right or provision relating to these Terms and Conditions of Use shall not constitute a waiver of such right or provision.

Article 16: Modification of the Terms and Conditions of Use

These Terms and Conditions of Use apply to all Users browsing the Site.

The Terms and Conditions of Use may be modified and updated by CASPER BIDCO at any time, in particular to adapt to the legislative or regulatory changes.

The applicable Terms and Conditions of Use are those that are in force at the time of browsing the Site.

In such a case, you will be informed in case of modification by specific warnings published on the Site.

Article 17: Jurisdiction and Applicable law

THESE TERMS AND CONDITIONS OF USE AND THE RELATIONSHIP BETWEEN ANY USER AND CASPER BIDCO ARE GOVERNED BY FRENCH LAW.

In the event of a dispute arising between CASPER BIDCO and a User concerning the interpretation, performance or termination of these Terms and Conditions, the Parties shall endeavour to settle it amicably.

In such a case, the User is asked to first contact CASPER BIDCO's mediation department at the following address fra-groupnotification@hotelbb.com.

If no agreement is reached, an optional mediation procedure will be proposed, conducted in a spirit of fairness and good faith with a view to reaching an amicable agreement in the event of any dispute relating to this contract, including its validity.

IN THE ABSENCE OF AN AGREEMENT, THE DISPUTE MAY BE SUBMITTED TO THE COMPETENT COURTS UNDER THE JURISDICTION OF THE COURT OF APPEAL OF PARIS.