

## GENERAL TERMS AND CONDITIONS

### HORSE RACING EXPERIENCE

ADVISCAN SAS, a 'Société par Actions Simplifiée' (simplified joint stock company) with a share capital of €100,000, registered in the Paris Trade and Companies Register under number B 852 097 773 and which registered office is located at 37 rue des Mathurins 75008 Paris, represented by its President Mr. Sébastien Olier,

offers personal assistant services (the '**Services**') to any individual or legal entity (the '**Client**'), provided in a specific place and at a specific date and time, under the name 'HORSE RACING EXPERIENCE'. The Services can be presented to the Customer by a hotel partner of ADVISCAN duly authorized to distribute them.

The registration of an order for Services (the '**Order**') by ADVISCAN creates a contract with the Customer, which will be governed by the present General Terms and Conditions of Sale (the '**GTC**'), which the Customer declares to accept without reservation.

They are brought to the attention of the Customer before any commitment on his part. The GTC are updated as soon as they are published online or communicated to the Customer, and cancel and replace any version previously published or communicated to the Customer.

#### 1- BOOKINGS AND ORDERS

The Customer may place an Order by means of an order form signed in duplicate, specifying the nature, location, date, time and price of the Services. The Order becomes final after full payment, acceptance of the Terms and Conditions and confirmation by ADVISCAN.

To place an Order, the Customer must be a natural person of legal age or a legal entity, legally capable of contracting.

The Customer books the desired Services subject to availability. In the event of any difficulty of any kind related to Services already ordered by the Customer, ADVISCAN will propose within twenty-four (24) hours an alternative solution or, failing that, will refund the amount paid.

ADVISCAN will send an e-mail to the address provided by the Customer acknowledging receipt of the Order.

Once the Order has been validated and paid in full, ADVISCAN will send the Customer an e-mail containing all necessary information for the proper execution of the Services.

By validating an Order, the Customer submits to ADVISCAN an offer to enter into a contract that ADVISCAN reserves the right to refuse, cancel and terminate at any time if circumstances make it legitimate, in particular in case of violation of the GTC or attempted fraud.

The Order will be valid only when ADVISCAN has sent the Customer the confirmation e-mail or letter.

## **2- PRICE AND PAYMENT**

The total price of the Services is the one indicated on the order confirmation sent by ADVISCAN. It is expressed in Euros and includes all taxes. It is determined for each Event according to the place, date and number of participants desired by the Client.

The prices are indivisible and any renunciation of the Services included in the contract will not result in a refund. The price published at the time of placing an Order will not bind ADVISCAN for future Orders.

Payment can be made by VISA, EuroCard/MasterCard or American Express via a secure internet payment service, or directly to a partner hotel.

- Payment by credit card:

In accordance with article L.132.2 of the French Monetary and Financial Code, the commitment to pay by means of a payment card is irrevocable. This payment can only be stopped in case of loss, theft or fraudulent use of the card. Any opposition for another reason or as a right of withdrawal constitutes a fraudulent use of the credit card. The full amount of the order is charged to the Customer's credit card upon confirmation of the reservation.

ADVISCAN ensures that the collection, storage and use of data are in accordance with the law on the protection of personal data. These data are used only for the purpose of finalizing the Customer's travel contract (payment, possible refund, expenses) and are encrypted by ADVISCAN's secure server. The Customer accepts that his bank details are used by ADVISCAN to process the payment of the Orders. ADVISCAN will never ask the Customer to send all their credit card data by e-mail, fax, mail or any other non-secure communication channel. If the Customer receives such a request, the Customer shall ignore it and immediately inform ADVISCAN. In order to verify the identity of the Customer and to prevent fraud, the Customer may receive a request to send his credit card data (by email or SMS), part of which must be replaced by X's, together with a copy of his identity card. ADVISCAN is not responsible for any damage resulting from the sending of credit card data, for which no request has been made.

The Customer is informed that any bank charges for rejection of payment will be charged to the Customer.

- Payment through a partner hotel:

Subject to the agreement of ADVISCAN, the Customer may proceed to the payment of the Services through the hotel establishment where he resides. The hotel will be responsible for the payment method to be used by the Customer.

The Order will be considered as validated after the confirmation sent by ADVISCAN to the establishment, by any means.

## **3- RESPONSABILITY OF ADVISCAN**

ADVISCAN is responsible for the performance of its contractual obligations to the extent of the Order.

ADVISCAN will provide the necessary assistance to the Customer in difficulty, but will not be liable and will not be able to substitute itself financially for the Customer if the non-conformity is attributable to ADVISCAN.

The Customer is informed that ADVISCAN shall not be liable for any unforeseeable or unavoidable damage caused by the Customer or by a third party not involved in the supply of the Services or by exceptional and unavoidable circumstances (such as storm, earthquake, flood, war, attack, riot, epidemic, revolution, nuclear disaster,...).

ADVISCAN will not be held responsible for any incident occurring during the Provision of goods and/or services to the Customer from a third party and/or resulting from a personal initiative of the Customer taken during the execution of the Services.

Services not fully consumed by the Client, for whatever reason, will not be reimbursed.

No dispute concerning the price of the Services will be taken into consideration after the Order has been placed.

The Customer agrees to draw ADVISCAN's attention to any determining element of his choice and to any particularity concerning them that could influence the conditions or circumstances of the Services. Any person whose mobility is reduced - travelling with or without an attendant - due to a sensory or motor disability, age, illness or any other cause of a handicap whose situation requires special attention and adaptation to their needs - must necessarily mention this particularity to ADVISCAN when placing the Order. Without this mention, no claim will be taken into account after the beginning of the Services if the facilities are not adapted to the Customer's needs.

The Customer is solely responsible for their personal belongings during the Services. ADVISCAN is not responsible for the loss, theft or damage of personal belongings.

The Client must hold a civil liability insurance policy that is valid in the context of and at the location of the Event.

The completion of any administrative and sanitary formalities necessary for the proper conduct of the Event is the responsibility of the Client.

#### **4- INSURANCE**

ADVISCAN does not include any insurance in the Services and advises the Customer to take out an insurance and/or assistance contract covering any risk, including repatriation costs in case of accident or illness.

#### **5- MODIFICATION OR CANCELLATION BY THE CLIENT**

Any request made and confirmed by ADVISCAN is non-modifiable.

It can be cancelled by the Customer. The request must be sent by e-mail to the following address: [cancellation@adviscan.com](mailto:cancellation@adviscan.com) or by phone to the number mentioned on the order form.

ADVISCAN will confirm the receipt of the request and the conditions of modification or cancellation.

Any cancellation of the Order will result in the application of the following fees, deductible from the eventual refund:

- More than 48 hours before the start of the Service: 50% of the total price of the Order
- 48 hours or less before the start of the Service: fee of 100% of the total price of the Order including tax.

Any refund will be made by the same method of payment as the one used for the payment by the Customer, after deduction of the fees.

ADVISCAN will not be held responsible if the Customer contacts directly the partner establishment having invoiced the Order for a modification or a cancellation without informing ADVISCAN.

Any Service started will be considered as fully executed and will not be refunded. If the Customer interrupts the Service at their own initiative, they are not entitled to any reduction of the price.

## **6- MODIFICATION OR CANCELLATION BY ADVISCAN**

If, prior to the commencement of the Service, an event occurs which forces ADVISCAN to modify an essential element of the Contract with the Customer, ADVISCAN will notify the Customer as soon as possible and will offer the Customer the choice of either terminating the Contract with a full refund within 14 days or accepting the modifications.

If, after the commencement of the Service, an essential element of the Contract cannot be performed, ADVISCAN will offer, at its own expense, alternative Services to the Customer. If the Customer does not accept the alternative Services, the originally scheduled Services shall be deemed to have been performed in full.

In all cases where ADVISCAN is forced to modify or cancel the Order, due to circumstances beyond its control or for reasons inspired by the interest or safety of the Customer, the Customer will be refunded the sums corresponding to the non-performed and non-replaced Services.

## **7- OTHER TERMS**

ADVISCAN's failure to enforce any provision of the GTC shall not be deemed or construed as a waiver of its benefit.

If one or more of the provisions of the GTC are declared invalid, the other provisions shall remain in full force and effect. In this case, the parties shall, if possible, replace the invalidated provision with a valid provision corresponding to the spirit and purpose of the GTC.

The GTC are governed by French law. The French version of the GTC shall prevail over any other version.