

## **TERMS AND CONDITIONS OF BUSINESS**

The main mission of «Lavish Travel & Concierge» (the agent) is to provide services and advice to clients (the buyers), in order to facilitate the management of their daily life, either directly for interventions requiring no special qualifications, or through the intervention of professionals. In this case, «Lavish Travel & Concierge» intervenes as a mere intermediary in the relationships between customers (buyers) and suppliers of products and service providers (vendors).

### **ARTICLE 1 - APPLICATION OF GENERAL CONDITIONS OF SALE**

The present general terms and conditions of sale are systematically transmitted when a contract is signed. Accordingly, any order placed by the customer entails compliance, without restriction or reservation, to the present general conditions of sale which prevail on any other document issued by «Lavish Travel & Concierge». Any other condition proffered by the customer will not, in the absence of prior and express acceptance by «Lavish Travel & Concierge», be binding on the company, regardless of when it was brought to its attention. If «Lavish Travel & Concierge» does not exercise its rights under any of the provisions of these General Conditions of Sale, this forbearance shall not be interpreted as a waiver of its right to exercise its rights later under any of said conditions. The customer declares that they have read and accepted these following General Conditions of Sale before ordering any products or services.

### **ARTICLE 2 - SERVICES**

«Lavish Travel & Concierge» is committed to delivering the services found on our website page: Services

The «Lavish Travel & Concierge» services are available to particulars and professionals. Any person will benefit personally from the services included in the formula chosen when registering. In the event of non-total or partial use of these benefits, no

reimbursement may be claimed. Subscriptions to a membership gives a right of access to all the services of in regard to the formula chosen. For all non-subscription services, a study will be done on a case by case basis, and a quote will be submitted to the customer's acceptance. In the event of changes to the services and tariffs included in the suggested memberships, «Lavish Travel & Concierge» undertakes the responsibility to inform the subscriber of the changes one month prior to taking effect.

## **ARTICLE 3 – MEMBERSHIPS**

### 3.1 Membership Options

Memberships are determined according to your needs.

### 3.2 Information About Prices

The price is fixed in the quote or the subscription contract specific to each customer.

### 3.3 How to become a member

The membership request can be made by phone or by e-mail. The future customer will be required to provide «Lavish Travel & Concierge» with the membership agreement duly completed and signed, accompanied by any attachments requested. The customer agrees to communicate the day of their registration their bank account details if necessary. Registration will be final and access to services will

be effective upon receipt by «Lavish Travel & Concierge» of the completed and signed contract as well as the requested attachments.

### 3.4 Payment of the membership

The settlement of the first month of membership will be carried out by credit card, transfer, or bank debit, at the time of subscription. Then the withdrawal of the amount of the subscription and any additional benefits will be carried out on the 5th of each month.

### 3.5 Termination of a membership

The termination of a subscription is made one month before the expiration date of the contract either by e-mail or by telephone, and will be effective upon receipt of a confirmation of termination. In the event of termination, the customer remains liable for the amount of the remaining subscription to be run for its minimum duration and the amount of all current invoices. There will be no refund. In the event of non-payment by the subscriber of its subscription to the agreed deadlines, « Lavish Travel & Concierge » may terminate the subscription contract without any compensation of any kind whatsoever being charged.

## **ARTICLE 4 – SERVICES**

«Lavish Travel & Concierge» also provides individuals with access to its services that will be subject to a quotation beforehand. The services ordered by a customer must be paid in full before they are carried out by credit card, bank debit, or transfer. In all other cases, the benefits are payable in advance unless expressly waived by «Lavish

Travel & Concierge» to facilitate the performance of a service. No service is confirmed before the payment reaches our accounts.

## **ARTICLE 5 – PAYMENTS**

Payments will be made by bank debit, by bank transfer, or by credit card. Customers opting for card payments will receive a payment authorization document for each required transaction that they will have to sign and return by mail to «Lavish Travel & Concierge».

## **ARTICLE 6 – ORDERS**

To order a service provided by «Lavish Travel & Concierge», customers can contact us either:

By e-mail,

By telephone via the number that was assigned to them during subscription,

By text message via the number that was assigned to them during subscription.

The customer will reimburse to « Lavish Travel & Concierge » all the invoices of the various providers, the bill can be sent to the customer with a copy of the corresponding invoices. The implementation of this service is left to the initiative of «Lavish Travel & Concierge». The service provider does not under any circumstances become a subcontractor of «Lavish Travel & Concierge». The invoices are sent to the buyer's order. «Lavish Travel & Concierge» serves only as an intermediary. The fact that the Customer pays the provider's invoices through «Lavish Travel & Concierge»

does not in any way make the intermediary responsible for the product or service issued by the service provider. Despite all the care given to the strict observance of the agreed deadlines, «Lavish Travel & Concierge» shall not be liable for any damage caused by delay in the delivery of a product or service. Failure to comply with the agreed deadlines may not result in any compensation of any kind from «Lavish Travel & Concierge». All orders are subject to the stocks or services available from the supplier (s) and service provider (s). In case of unavailability of the product or service ordered, alternatives will be proposed. The proposed alternatives will be implemented upon receipt of a written agreement returned by the customer. In the event that no alternative solution is found or accepted by the customer within five working days, «Lavish Travel & Concierge» would proceed to the pure and simple cancellation of the order. No compensation of any kind whatsoever may be charged by the customer with «Lavish Travel & Concierge». In the event that the supplier cannot carry out the service strictly in accordance with the request of the customer, it will be for the latter to be reimbursed directly by the supplier. The benefit of the order is personal to the customer and cannot be transferred to the benefit of a third party. Any modification or cancellation of the order made by the customer shall take place within a maximum of seven working days to be taken into account by «Lavish Travel & Concierge» which will assess the case according to the nature of the goods or services Considered. In any event, any modification or cancellation of the order by the customer is subject to the express acceptance of «Lavish Travel & Concierge». In the event that «Lavish Travel & Concierge» refuses to proceed with the modification or resolution of the order requested by the customer, the price of the order would remain due by the customer and the sums already paid (price or deposit) would not be in any case returned.

## **ARTICLE 7 – RIGHT TO CANCEL**

### *Section 1: Applicability*

1.1 The right to cancel is applicable to consumers as defined by French law, primarily individuals acting for purposes unrelated to any commercial, business, or professional activity.

1.2 Corporate or professional customers are excluded from the right to cancel.

### *Section 2: Cancellation Period*

2.1 The customer has the right to cancel the service contract within the cancellation policy expressed in the quotation, without providing any reasons.

2.2 If the service has already commenced with the customer's agreement before the end of the cancellation period, the right to cancel is forfeited, and the customer may be liable for a proportional part of the service fee.

### *Section 3: Notification of Cancellation*

3.1 To exercise the right to cancel, the customer must inform «Lavish Travel & Concierge» of their decision to cancel the contract by an unequivocal statement. This can be done by using the withdrawal form provided by «Lavish Travel & Concierge» or any other unambiguous means.

3.2 «Lavish Travel & Concierge» shall promptly acknowledge receipt of the cancellation request in a durable medium (e.g., email) to confirm the cancellation.

### *Section 4: Refund*

4.1 If the customer cancels the service contract within the specified period, «Lavish Travel & Concierge» will refund all payments received from the customer, without undue delay and in any event no later than 14 days from the day on which «Lavish Travel & Concierge» received the cancellation notice.

4.2 The refund will be issued using the same payment method as the customer used for the initial transaction, unless expressly agreed otherwise.

### *Section 5: Exceptions to the Right of Cancellation*

5.1 The right to cancel does not apply if the service has been fully performed, if deposits had to be sent out to suppliers, with the customer's prior express consent, and acknowledgement that they will lose their right to cancel once the contract is fully performed by «Lavish Travel & Concierge».

## **ARTICLE 8 – RESERVATION OF OWNERSHIP AND TRANSFER OF RISKS**

Suppliers «Lavish Travel & Concierge» retain ownership of the goods and until full payment. The products ordered will travel but at the risk of the customer, and no exception can be made to this rule. In case of damage, loss or missing goods, it is up to the subscriber to make all relevant representations to the carrier. «Lavish Travel & Concierge», as a mere broker, shall in any event be exempt from any liability related to the transportation and delivery of product or service ordered.

## **ARTICLE 9 – LIABILITY**

### *Section 1: Limitation of Liability*

1.1 «Lavish Travel & Concierge» (hereafter referred to as "the Company") shall not be held liable for any indirect, incidental, consequential, or special damages arising out of or in connection with the use of our services, including but not limited to loss of profits, loss of data, or business interruption.

1.2 The Company's liability for any direct damages arising from the provision of services, whether in contract, tort, or otherwise, is limited to the total amount paid by the customer for the specific service giving rise to the claim.

### *Section 2: Exclusions of Liability*

2.1 The Company shall not be liable for any delays, disruptions, or failures in service delivery caused by circumstances beyond our reasonable control, including but not limited to acts of God, strikes, natural disasters, or governmental actions.

2.2 The Company disclaims all liability for any inaccuracies, errors, or omissions in the information provided as part of our services.

### *Section 3: Customer's Responsibilities*

3.1 The customer acknowledges and agrees to provide accurate and complete information necessary for the proper delivery of services by the Company.

3.2 The customer is responsible for ensuring the compatibility of their systems and infrastructure with the services provided by the Company.

### *Section 4: Indemnification*

4.1 The customer agrees to indemnify and hold the Company, its officers, directors, employees, and agents harmless from any claims, demands, or damages, including reasonable attorneys' fees, arising out of or in connection with the customer's use of the Company's services.

4.2 This indemnification provision shall survive the termination or expiration of the service contract between the Company and the customer.

### *Section 5: Performance Assurance*

5.1 The Company strives to provide services in a professional and timely manner. However, the customer acknowledges that the nature of services may involve uncertainties, and the Company does not guarantee specific outcomes.

### *Section 6: Dispute Resolution*

6.1 Any dispute arising out of or in connection with these terms and conditions shall be resolved through negotiation between the parties.

6.2 If a resolution cannot be reached through negotiation, the parties agree to submit the dispute to mediation before pursuing any legal action.

### *Section 7: Contact Information*



7.1 For any inquiries or to report any issues related to liability, customers can contact the Company using the contact details provided on the website.

## **ARTICLE 10 – PROTECTION OF PERSONAL DATA**

The customer has a right of access, correction and objection to the personal data that concerns him/her.

To do this, the subscriber must simply submit a request to «Lavish Travel & Concierge», online or by mail, stating his/her name and address.

NDA contracts can be provided upon request.

## **ARTICLE 11 – APPLICABLE LAW**

«Lavish Travel & Concierge» is a French company. The law applicable to contractual relations is exclusively French law.

## **ARTICLE 12 – DISPUTES**

Any dispute concerning the interpretation and enforcement of these general conditions of sale is subject to French law. Failing amicable resolution, the dispute will be brought before the competent civil courts.