GENERAL TERMS AND CONDITIONS OF SALE OF SKI LIFT PASSES AND ACTIVITIES

SOCIÉTÉ DES TÉLÉPHÉRIQUES DE LA GRANDE MOTTE (S.T.G.M.)

Public limited company with capital of € 3,240,000.00

SIREN (French company code) 076 920 024 - RCS (Company Trade Register): CHAMBERY

Registered office: Gare de la Grande Motte – Lieudit Val Claret – 73320 TIGNES – FRANCE

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Intermediary Insurance Agent: ORIAS No. 17007382

Insured for professional liability under the conditions provided in Article L220-1 of the Insurance Code with Allianz IARD- 1, cours

Michelet – CS 30051 – 92076 Paris La Défense Cedex, FRANCE,

Hereinafter referred to as the "Seller".

ARTICLE 1. GENERAL SCOPE OF TERMS AND CONDITIONS

These general terms and conditions apply:

- To all ski lift passes (hereinafter referred to as "Pass(es)") sold by the Société des Téléphériques de la Grande Motte (hereinafter referred to as "STGM") providing access to the Tignes and/or Tignes & Val d'Isère area (the space linked with the Val d'Isère ski area) and
- To the recreational and athletic activity sold by STGM, namely the "Palafou Sledge" (hereinafter referred to as the "Activity").

They are applicable from 13 October 2021 and valid for the Autumn, Premiere, Winter and Last-Week periods.

They are supplemented by the <u>General Terms and Conditions of Use</u>, attached, and the <u>Specific Terms and Conditions of Online</u> sales for purchases via the internet.

The terms and conditions of sale valid for the summer season are defined in a separate document.

Should any provision herein be found lacking, it shall be considered governed by the applicable practices in the ski lift /recreational activities industry and for companies whose registered office is located in France.

Acquiring a Pass and/or purchasing an Activity implies that the individual (hereinafter referred to as the "Client(s)") has full knowledge of and accepts all the present general terms and conditions without prejudice to usual methods of recourse.

The Client acknowledges all responsibility to remain informed on the Passes, and, if applicable, the Activity, their prices, and to select the most suitable option(s). Under no circumstance shall the Seller be held liable for the Client's choice(s).

These conditions concern exclusively natural persons identified as consumers, as defined by the preliminary article of the Consumer Code.

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These general terms and conditions of sale may be subject to subsequent modifications; the version applicable to the purchase of the Client shall be the version in force on the day of his purchase.

Reminder: The Pass is strictly personal, non-lendable and non-transferable, except for the Pass that corresponds to the shortest duration on the price chart. It is thus the responsibility of the User to conserve his Pass so that it may not be used by a third party.

ARTICLE 2. GENERAL TERMS AND CONDITIONS OF SALE OF PASSES

Article 2.1. Description of Passes

These general terms and conditions apply specifically, without restriction or reservation, to all Passes sold by the STGM, namely:

- At points of sale of the resort (except Chalet Luge).
- On automated machines available at certain points of sale.
- At www.skipass-tignes.com (hereinafter referred to as the "Website").

The duration of a Pass expressed in days implies "consecutive days" of a dated period. "Non-consecutive days Passes" of a dated period ("Liberty Stay") may also be available for sale. At the end of this period, if the credit of days is not consumed, it cannot be deferred, refunded or exchanged.

<u>IMPORTANT</u>: Each issuance of a Pass results in the delivery of a "proof of sale", which contains the category (adult, child, etc.), its validity date limit, its Keycard Pass number and, if applicable, any insurance subscription.

This "proof of sale" must imperatively be kept by the Client, who must be able to present it in its original version to the Seller in case of inspection or specific circumstances (e.g., rescue, loss or theft of Pass, complaint).

Article 2.2. Physical support of Passes

The Pass is issued on a Physical support encoded with the lift pass and a proof of sale.

This physical support (hereinafter referred to as the "Keycard") mentions its number, called the "rechargeable card number".

The card is rechargeable and reusable once or several times within the limit of three (3) years.

The Keycard incorporates a chip on which the Pass providing access to one of the above-mentioned areas is encoded or charged and is issued <u>free of charge</u> by the Seller when Passes are ordered, excluding "season" Passes.

The rechargeable card related to a "season" Pass is invoiced at a price of ten (10) euros inclusive of all taxes, and is valid for three (3) years.

No new lift pass can be registered until the lift pass originally encoded on the Keycard has not been fully consumed. Failing this, the initial lift pass will be irretrievably cancelled, and the Client cannot claim any compensation. Only registering for an extension of the area will remain possible.

The titleholder of a Keycard can benefit from no discount on the price of Passes in the event of recharging at a point of sale or online.

Article 2.3. Modes of use of automated machines

Automated machines or kiosks allow the purchase and/or recharging of only the Passes mentioned on these machines and are made available to Clients at certain points of sale. Payment can only be made by bank/credit card (French bank card, Visa, Mastercard) via an automatic payment terminal.

Article 2.4. Interruption of ski lift operation

2.4.1. During the AUTUMN, PREMIERE or LAST WEEK PERIODS

2.4.1.1. If the Client is the titleholder of an "afternoon" or "1-day" Pass

The Seller offers discounted rates on "afternoon" or "1 day" Passes for the Tignes Val d'Isère area (or the area of Tignes for the Autumn and Last week periods) in the event of bad weather and snow conditions having a significant impact on the conditions for opening the ski lifts. (See conditions at points of sale).

In the event of an advance purchase at the public rate, the Client may make a request for compensation, in accordance with the procedure defined in **Article 2.4.3** below.

2.4.1.2. If the Client is the titleholder of a "Stay" Pass (= 2 to 15 days Pass + Liberty Pass, excluding "season" Passes and non-consecutive days Passes)

✓ Compensation thresholds

Only an interruption of at least one day AND over seventy-five percent (75%) of the ski lifts (percentage calculated according to the Vertical Transport Feet per Hour (VTF/H) rate of the ski lifts corresponding to the product of the theoretical flow (in number of skiers per hour) x vertical lift) to which the Pass provides access will the Seller consider compensation for damage incurred by the Client, titleholder of a "Stay" Pass.

The list of ski lifts and their VTF/H rates is posted at the points of sale of the Seller.

✓ Compensation methods

Once the above-mentioned qualifying factors have been met, compensation is determined according to the number of days during which the Client could not use his Pass due to the interruption of service.

The last day taken into consideration, in all cases, shall be the expiration day of the validity of the Pass in question.

The Client may choose compensation among the options listed below. (This choice is irrevocable and cannot be contested for any reason whatsoever):

- An Extension of the duration of the validity of the Pass concerned by issuing a new Pass, of the same type and of a duration
 equal to the number of compensable days as defined above (which shall begin on the day after the expiration date of the
 initial Pass, or on the first day of the resumption of service, if later than this date).
- 2. Receipt of a **Credit**, valid until the end of the same Period following that which is ongoing (P+1). The credit is non-transferable. Its amount is determined according to the calculation in point 3 below.
- 3. **A Refund**, calculated on a pro-rata basis, according to the number of days the ski lifts were interrupted. For example, for an interruption of more than seventy-five percent (75%) of the ski lifts as defined above for a period of three (3) days, the Client, titleholder of a Six (6) days Pass, will be refunded 3/6^{ths} of the purchase price of his Pass.

2.4.2. EXCLUSIVELY during the WINTER PERIOD

2.4.2.1. If the Client is the titleholder of an "afternoon" or "1 day" Pass

The Seller offers reduced rates on "afternoon" or "1 day" Passes of the ski area of Tignes + Val d'Isère in the event of bad weather and snow conditions that have a significant impact on the opening conditions of the ski lifts. (See conditions at points of sale).

In the event of an advance purchase at the public rate, the Client may make a request for compensation, in accordance with the procedures defined in **Article 2.4.3** below.

2.4.2.2. If the Client is the titleholder of a "stay" Pass (= 2 to 15 days Pass + Liberty Pass, excluding "season" Passes and non-consecutive days Passes)

✓ Compensation thresholds

Only an interruption of more than four consecutive hours of at least two of the four Essential Ski Lifts of the Tignes ski area, namely the TC Brevières gondola, the TC Tovière gondola, the TSD Tichot chairlift and the TSD Paquis chairlift (hereinafter referred to collectively as "Essential Ski Lifts") may result in compensation for damage incurred by the Client, titleholder of a "stay" Pass.

This type of interruption of more than four consecutive hours of the same day is equivalent to one day of interruption.

✓ Compensation methods

Once the aforementioned compensation thresholds have been met, compensation is determined according to the number of days during which the Client could not use his Pass due to the interruption of service.

The last day taken into consideration, in all cases, shall be the day on which the validity of the Pass concerned expires.

The Client may choose compensation among the options listed below. (This choice is irrevocable and cannot be contested for any reason whatsoever):

- 1. **An extension** of the duration of the validity of the Pass concerned by issuance of a new Pass, of the same type and for a duration equal to the number of compensable days as defined above (which shall begin on the day after the expiration date of the initial Pass, or the first day of resumption of service, if later than this date).
- 2. Receipt of **a credit**, valid until the end of the winter Season following the current Season (S+1). This credit is non-transferable. Its amount is calculated according to point 3 below.
- 3. A refund, whose amount is defined on the table below:

LIST OF ESSENTIAL SKI LIFTS	NUMBER OF ESSENTIAL SKI LIFTS INTERRUPTED (in addition to the closure of the Tignes Val d'Isère link)	REFUND RATE ON THE VALUE OF THE DAY PURCHASED*	
4 ESSENTIAL SKI LIFTS: TICHOT PAQUIS TC TOVIERE TC BREVIERES	4 100%		
	3	60% OF THE VALUE OF THE DAY PURCHASED	
	2	50% OF THE VALUE OF THE DAY PURCHASED	

*Value of the day purchased = This amount is obtained by dividing the purchase price of the Pass chosen by the Client by the number of days of validity of the Pass. (Example: for a "6 days" Pass, which costs € 324 (the winter 2021/2022 price), the amount of the day purchased is 324/6 = € 54.00).

Examples of refunds (winter 2021/2022 prices)

			RATE and AMOUNT OF REFUND (winter 2021/2022 prices)			
TYPE OF PASS	PURCHASE PRICE	VALUE OF THE DAY PURCHASED	1 day of interruption of 4 Essential Ski Lifts and the Tignes Val d'Isère link	1 day of interruption of 3 Essential Ski Lifts and the Tignes Val d'Isère link	1 day of interruption of 2 Essential Ski Lifts and the Tignes Val d'Isère link	
2 DAYS	€ 112.00	€ 56.00	100% = € 56.00	60% = € 33.60	50% = € 28.00	
6 DAYS	€ 324.00	€ 54.00	100% = € 54.00	60% = € 32.40	50% = € 27.00	
14 DAYS	€ 658.00	€ 47.00	100% = € 47.00	60% = € 28.20	50% = € 23.50	

2.4.3. Common provisions: Compensation procedure

No compensation can be granted before the expiration day of the Pass concerned.

The Client cannot claim any sum or service exceeding the compensation chosen.

The request for compensation, <u>accompanied by the supporting documents (scan of the Pass and proof of sale)</u>, must be filed on the Internet at the address <u>www.ticketoski.fr/fr/tignes</u> or sent by postal mail to the Seller, in accordance with the terms defined in **Article 4.4** below

For an extension request, the original of the Pass and the proof of sale must be presented at the point of sale.

Reminder: In the event of an online purchase, the proof of sale corresponds to the order confirmation of the e-mail.

The compensation will be made <u>at the latest, four (4) months</u> following receipt of all the documents relating to the claim for compensation.

NB: Only the Passes which were acquired from the Seller and paid for directly by the Client to the Seller may result in compensation. In all other cases, the Client must refer to the general conditions of sale of the entity that sold the Client the Pass.

Article 2.5. Non-utilisation or partial utilisation of Passes

If Passes issued are unused or not fully consumed either due to the interruption of the ski lifts as defined in **Article 2.4** above, the Passes will be refunded or exchanged by the Seller, according to the modalities defined in these articles herein.

<u>In other cases where the issued Passes are not used (exclusively)</u>, they will be deferred within eight (8) days following their starting date of validity and assigned a new starting date of validity within these same eight (8) days, upon presentation of the Pass and its original Proof of sale at a Point of Sale, and provided that the new Pass is of equal or greater duration and price.

If the new Pass has a higher price than the unused and deferred Pass, the Client shall pay the difference.

If applicable, the unused Passes can be refunded by filing a complaint, if the claim fulfils the conditions defined in **Article 4.4.**

If the Passes have been used, even partially, they will not be deferred to a later date, refunded or exchanged.

It is possible to cover this type of risk with specific insurance, which may also cover rescue costs in the event of an accident on the ski slopes or ski lifts. All information regarding this matter can be requested at points of sale.

ARTICLE 3. GENERAL TERMS AND CONDITIONS OF SALE OF THE ACTIVITY

Article 3.1. Description of the Activity and points of sale

These general terms and conditions apply specifically, without restriction or reservation, to any purchase of an Activity sold by STGM, namely:

- The "Pala'fou Sledge" Activity, sold during the winter season at all points of sale (including the point of sale of the luge chalet). It is dated and sold onsite only. It includes the rental of the sledge, as well as a helmet and a headlamp. Minimum height: 1.40 metres.

Its purchase results in a **proof of sale** mentioning the Keycard number on which the Activity is charged, and, if applicable, the reference number of any "Carré Neige" insurance subscription.

NB: Please note that the Client can only benefit from the Activity if he has a valid Pass allowing him to access the ski lift concerned.

The main characteristics of the Activity are presented in the price charts available at the points of sale and on the Website.

NB: For any Activity, minors are under the responsibility of their parents or the persons to whom they have been entrusted.

It is specified that the holder of a Pass does not benefit from any discount on the price of the Activity and cannot rent only the abovementioned machines and equipment separately.

Article 3.2. Physical support of the Activity

The "Activity is issued on a free, specific support (separate from the Keycard of Passes), mentioning its number, called the "Keycard number", which is rechargeable and reusable.

The card is rechargeable and reusable once or several times, within the limit of three (3) years.

Article 3.3. Non-utilisation or partial utilisation of the Activity

The Activity can only result in a refund if the Seller cancels the Activity without being able to reschedule it during the Client's stay. In this case, the Client will be informed of the cancellation of the Activity by the Seller.

The request for a refund, accompanied by the justifying elements (proof of sale and specific support of the Activity), must be made online at the address www.ticketoski.fr/fr/tignes or sent by postal mail to the Seller, according to the procedures defined in **Article** 4.4 below.

The compensation will be paid at the latest within four (4) months of receipt of all the documents relating to the claim for compensation. On the other hand, if the Client is not present on the date indicated in his order summary, no compensation will be granted.

ARTICLE 4. COMMON PROVISIONS

Article 4.1. Prices and payment methods

4.1.1. Prices

The public prices of Passes, the Activity and Carré Neige insurance are posted at the Seller's points of sale and on the Website. Price charts are also available at the points of sale and at the "Maisons de Tignes" ("Houses of Tignes").

These prices are expressed in euros per person and are inclusive of all taxes; they are established based on taxes in force and are subject to modification(s) in case of variations in applicable tax rates.

Discounts or free products are proposed to various categories of persons according to the conditions posted at points of sale or on the Website. At points of sale, these discounted or free products are issued upon presentation of official identity documents at the time of purchase to justify the special rate. No photocopies of justifying documents will be accepted. No discounts or free products will be granted after purchase.

All discounts are applied on the basis of the "adult rate" and cannot be combined with any other ongoing offer or promotion. In addition, offers or promotions may be exclusively proposed and reserved for certain sales channels (e.g., Website). In all cases, the age of the Client shall be determined by his age on the day of the beginning of the validity of the Pass to be issued.

4.1.2. Methods of payment

All issuance of a Pass and/or an Activity requires payment of the corresponding price. Except in the case provided for in **Article 2.3**, these payments shall be made in euros either by cheque drawn on a bank account opened in France, made payable to the Seller, or in cash within the regulatory limits (See Articles L112-6 and D112-3 of the Monetary and Financial Code), or by ANCV holiday vouchers or Connect holiday vouchers.

Payments can also be made in euros or foreign currency (DCC system) by bank/credit card (French bank card, Visa, Mastercard or Amex, only at points of sale).

For all payments by bank cheque, the presentation of an identity document in the name of the chequebook holder is obligatory.

Please note: Cheques are not accepted at the "Pala'fou" Sledge point of sale.

Article 4.2 Photograph/Video of the Client

The sale of any "season" or "free" Pass of a duration of two (2) days or more is subject to the Client's submitting or taking a recent identity photograph, taken from the front, without sunglasses or head covering.

This photograph will be kept by the Seller in its computerised ticketing system to facilitate any recharging or reissuing of the Pass, subject to the Client's consent (see "Protection of personal data" below).

In addition, the Merles chairlift and the "Pala' fou" sledge activity are equipped with a system that automatically photographs the Client. The kiosks "Photopoint", "Skimovie" and "Speedcheck (video)" are also located in the Tignes ski area and allow Users to be photographed after scanning their Pass on these kiosks.

The Client may, if he wishes, obtain his photograph/video via the Skiline platform (https://www.skiline.cc/home).

The photograph/video constitutes personal data as defined by regulations, in particular the European Regulation 2016/679 of 27 April 2016 on the protection of individuals regarding the processing of personal data and the free circulation of such data.

The data are processed electronically so that the Client can access them after having used the equipment concerned.

The processing is carried out under the conditions specified in the attached General Terms and Conditions of Use.

Article 4.3. "Carré Neige" Insurance

The Seller, in its capacity as an Intermediary Insurance Agent, also proposes a "Carré Neige" insurance contract to the Client, in addition to the purchase of the Pass and/or the Activity. This contract is subject to insurance conditions, available at points of sale or can be downloaded directly from the website www.carreneige.com or through a hypertext link on the Seller's website, www.skipass-tignes.com (hereinafter referred to as the "Website").

NB: Any "Carré Neige" insurance subscribed to with a Pass automatically covers the Activity during the validity period of the Pass according to the modalities defined in the contract herein.

It is specified that the "Carré Neige" insurance can be subscribed to by the Client at the time of purchasing the Pass and throughout its validity. In case of subscription during the validity period of the Pass, the insurance coverage will not have a retroactive effect.

Article 4.4. Complaints

All complaints must be addressed to the Seller within the period of two (2) months following the beginning of the occurrence that prompted the complaint, without prejudice to recourse and statutory time limits to pursue mediation or legal action as defined in **Article 4.7**.

All complaints must be filed on the website www.ticketoski.fr/fr/tignes or sent to the following address: STGM - Service Clients - Gare de la Grande Motte - B.P. 53 - 73321 TIGNES Cedex - FRANCE.

Article 4.5. Intellectual property

The Client acquires no ownership or user rights and is prohibited from using the names, signs, symbols, logos, brands, copyright or other literary, artistic or industrial property rights of the Seller.

Article 4.6. Protection of personal data

Personal data collected during the sale of Passes and/or the Activity, are processed with the purpose of:

- Processing the order. This processing is necessary to execute the sales contract that the Client concludes with the Seller.
- Sending the Client promotional offers, newsletters, invitations to participate in games or contests and satisfaction surveys. This processing is based, in the case of messages sent by the Seller, on the latter's legitimate interest to develop its activities. Messages sent by the Tignes Tourist Office, the Seller's commercial partners and companies affiliated with it (Compagnie des Alpes Group), are based on the Client's consent.
- Responding to requests for information, comments and complaints sent by the Client. This processing is based on the Client's consent.

Providing all the data requested by the Seller for the sale of Passes and/or the Activity is compulsory. Providing other information is optional.

The processing is carried out under the responsibility of the Seller, represented by Mr Pascal Abry, in his capacity as General Director, whose contact details are indicated in the header of these General Terms and Conditions of Sale.

The collected data are intended for:

- The Seller
- All providers whose involvement is required for carrying out the processing mentioned above.
- The Tignes Tourism Office, commercial partners of the Seller and affiliated companies (Compagnie des Alpes Group), if the Client has granted consent.

These data may be transferred to a non-member country of the European Union. The Client can obtain additional information on the sharing of data and applicable guarantees from the Seller.

The data collected are kept for the following periods of time:

- Data collected to process orders of Passes and/or Activities:
 - o If the order was placed at a cash register, for five years from time of collection of data.
 - o If the order was placed online, for five years from time of collection of data if the amount of the order is less than € 120; for ten years if the amount of the order is equal to or greater than € 120.

By exception, the number and expiration date of the Client's bank/credit card are kept, in all cases, for 15 months after the last debit date for evidence purposes in the event of a dispute of the transaction carried out remotely. The cryptogram is not retained after the transaction.

Also by exception, photographs collected in the context of the purchase of a Pass with photograph are kept for a maximum of three years from their time of collection, in order to facilitate reissue of the Pass from one season to another, provided the Client has given prior consent during the issuance of the Pass with photograph.

- Data collected to send the Client newsletters, satisfaction surveys and offers: for three years from their time of collection. At the conclusion of this period, these data are retained for a further period of three years if the Client agrees to continue to receive newsletters, satisfaction surveys and promotional offers from the Seller.
- Data collected to respond to requests for information, comments and claims sent by the Client: for the duration of time necessary to process these requests, comments and claims.

In order to preserve the confidentiality and security of personal data and in particular to protect such data from unlawful or accidental destruction, loss, accidental alteration, unauthorised disclosure or unauthorised access, the Seller has implemented appropriate technical and organisational measures, in accordance with applicable legal provisions. To this end, it has implemented technical measures (such as firewalls) and organisational measures (such as a username/password system, means of physical protection, etc.).

The Client reserves the right to access the data concerning himself, to have the data rectified or deleted, to transfer the data or have them transferred to a third party, to impose a limitation of processing or refuse their processing. The Seller shall consent to this request, subject to compliance with legal obligations incumbent upon it.

The Client reserves the right to withdraw his consent regarding data processing concerning himself at any time. The withdrawal of his consent does not affect the lawfulness of the processing carried out prior to such withdrawal.

The Client can receive the information above in writing on a physical surface.

The Client can exercise these rights by contacting the data protection officer designated by the Seller:

- By sending postal mail to the following address: STGM Service Protection des données personnelles BP 53 73221 TIGNES Cedex FRANCE, or
- By sending an e-mail addressed to the following: stgm.privacy@compagniedesalpes.fr

In the interest of confidentiality and the protection of personal data, the Seller reserves the right to ask the Client to justify his identity before responding to his request. The Client may thus be asked to produce a copy of an identity document mentioning his date and place of birth and bearing his signature.

The Client has the right to file a complaint with the CNIL if he considers that his rights have been breached. Contact information of the CNIL: Commission Nationale de l'Informatique et des Libertés, 3 place de Fontenoy, TSA 80715, 75334 Paris Cedex 07, France – Telephone: +33 (0)1 53 73 22 22 – Fax: +33 (0)1 53 73 22 00 – Website: https://www.cnil.fr/fr/plaintes.

Pursuant to Article 147 of Decree No. 2019-536 of 29 May 2019, the Client may receive the information presented above in physical written form, by simply making an oral or written request to the aforementioned department.

Lastly, the Client may register, free of charge, to be included on the opposition list for telephone canvassing in order to no longer be canvassed by telephone by a professional with whom he has no current contractual relationship, in accordance with Article L 223-2 of the Consumer Code. (http://www.bloctel.gouv.fr).

Article 4.7. Translation – Applicable law - Settlement of disputes

Should the present general terms and conditions be drawn up in several languages, it is expressly understood that the French version of the present terms and conditions shall be the only legally binding version. As a result, the French version shall be expressly and

exclusively referred to in the event of difficulties of interpretation/application of any of the provisions of the present general terms and conditions.

The present general terms and conditions are subject to French law for all interpretation and application.

Pursuant to the provisions of article L 211-3 of the Consumer Code, in the event of a dispute relating to the validity, interpretation or application of these conditions, the Client may freely have recourse to a conventional mediation procedure or any other alternative method of dispute resolution.

All complaints must be filed according to the conditions defined in Article 4.4 herein.

Failing a satisfactory answer or in the case of an absence of response within a period of a minimum of sixty (60) days following this written complaint (and within a maximum period of one (1) year from this written complaint), the Client is informed of the possibility of engaging in a mediation process through the **Tourism and Travel Mediator** (MTV Médiation Tourisme Voyage, BP 80303, 75823 Paris Cedex 17, France), according to the procedures outlined on the website www.mtv.travel/.

The opinion pronounced by the Tourism and Travel Mediator is not binding on the parties to the contract.

In addition, in accordance with Article 14 of (EU) Regulation No. 524/2013, the European Commission has made available an Online Dispute Resolution platform, facilitating independent settlement through extra-legal means of online disputes between consumers and professionals of the European Union.

This platform is available at the following link: https://webgate.ec.europa.eu/odr/.

In the event of a failure to reach an amicable settlement, the Client can pursue legal action either in a jurisdiction territorially competent under the Code of Civil Procedure, or in the jurisdiction where the Client was present at the time of entering into the contract or where the injurious event occurred (Article R. 631-3 of the Consumer Code).