

# TERMS OF USE

## "PROFILE"

### Article 1. Foreword

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Accor operates a website that is accessible via the home page [www.accorhotels.com](http://www.accorhotels.com), in addition to the accorhotels.com mobile site and mobile applications (the "Mobile Services"). By means of these services, Accor offers Internet users the opportunity to create and use a limited access site called the "Profile", which is accessible via the home page of the site or any other page of the website.

### Article 2. Definitions

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- "Profile": a section of the [www.accorhotels.com](http://www.accorhotels.com) website or Mobile Services that is only accessible using an access code that is under the exclusive control of the Member
- "Login Details": elements that are under the exclusive control of the Member and that allow use of the Profile
- "Member": a person who has decided to join and who has a Profile

### Article 3. Purpose

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The purpose of these terms of use is to define the conditions for creation, use and closure of a Profile.

The terms of use for the Profile feature take precedence over any other terms of use, sales conditions or charters relating to the creation, use and closure of a Profile.

### Article 4. Enforceability

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These terms of use are enforceable against Members once they are accepted upon account creation.

In all cases, the terms of use are considered to have been read and accepted unreservedly on the date on which the Profile is first used.

Accor reserves the right to make any modifications to these terms of use which it deems necessary and useful.

Members will be informed of the new terms of use by any means specified by Accor that allows them to read and accept the terms.

Any use of the Profile after the terms of use have been modified will be deemed to be an acceptance by the Member of the new terms of use.

The terms of use enforceable against Members are those in force on the day on which the Profile is used.

## Article 5. Eligibility

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A Profile is available to any person who wants one, whether or not they are already a Member of the Le Club Accorhotels programme or the [www.accorhotels.com](http://www.accorhotels.com) website, or a Mobile Services customer.

Creation and use of the Profile feature is free, to the exclusion of access costs (namely Internet subscription), which are fully payable by the member.

Accor nevertheless reserves the right to charge for certain services within the Profile, provided that Members are clearly notified of this within the Profile itself.

## Article 6. Use of the Profile

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The Profile is strictly confidential. It is created and used under the Member's sole responsibility.

The Profile is created *intuitu personae*, i.e. it is at the sole discretion of the Member and may not under any circumstances be shared with other Members.

Use of the Profile is placed under the sole responsibility of the Member.

The Profile allows Members to:

- Be recognised on the [www.accorhotels.com](http://www.accorhotels.com) website or Mobile services
- Enter their accommodation preferences, personal preferences and favourite brands and destinations
- View their reservation history and modify their current reservations, if necessary
- Subscribe to the Accorhotels, Le Club Accorhotels and Accor hotel brands' newsletters
- Join the Le Club Accorhotels programme, access their Le Club Accorhotels account or consult their subscriptions
- Access personalised offers and services

## Article 7. Conditions of Access

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Access to the Profile is conditional upon:

- Members complying with the online terms when creating the account and choosing Login Details in the form of a password
- Entering the password at all subsequent logins, unless the user checked the "Remember me" box on their last visit

Login Details are strictly personal and:

- Must meet the security requirements set by Accor (minimum of six characters, including at least one number and one letter)
- Must not under any circumstances be disclosed by the Member

Accor reserves the right to modify the technical conditions relating to identification and replace passwords with any other technology it should deem necessary.

Registering for the Profile feature consists of the following steps:

- Entering an email address or Facebook username
- Entering a password
- Filling in personal details
- Clicking on the "Create my account" button

Members can change their Login Details at any time.

Members are fully responsible for the retention and use of their Login Details. They must take all necessary measures to prevent unauthorised or fraudulent use of their account.

To this end, they are advised:

- To change their password regularly
- Not to use a password they already use for another service other than the service offered by Accor

Members must log out of their session and close their browser window once their session is over to prevent other users from accessing their personal information.

If Members are not able to follow the procedure for changing their Login Details, they will lose access to their account and the data (and services and benefits) saved on it.

## Article 8. Security

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The Profile is an automated data processing system. All fraudulent access to the profile is forbidden and punishable by law.

Accor makes its best efforts to secure the Profile, in compliance with good professional practices.

Members confirm that they accept the characteristics and limits of the Internet. Members are aware that the data circulating on the Internet is not necessarily protected, particularly against any misuse.

They confirm that they are aware of the nature of the Internet, and in particular, its technical performance and the response times for consulting, querying or transferring information.

Members must inform Accor of any Profile failure or malfunction.

If a security breach is detected, Accor shall inform Members in accordance with any legal provisions that apply. Accor may specify measures to be taken. These measures will be implemented at the expense of the Members.

Accor may take any emergency measures required for Profile security.

Members agree to take all appropriate measures in order to protect their own data and/or software from infection by viruses on the Internet.

If Members observe or suspect unauthorised or fraudulent use of their Login Details, or any other security breach, they must notify Accor by email using the "Contact" section of the website.

For security reasons, Accor is not able to reply to requests to disclose or change Login Details.

## Article 9. Responsibility

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Members agree only to use the Profile and the information to which they have access in accordance with the terms of use defined by Accor.

Members agree not to interfere with or interrupt the normal functioning of the Profile feature.

Accor will not be held responsible for the quality of service, and the service is provided "as is".

Accor will not be held responsible for any disruptions to the use of the Profile.

Accor will not be held responsible in the event of fraudulent or abusive use of the account due to voluntary or accidental disclosure by Members of their Login Details.

Accor cannot be held responsible in the case of temporary or total loss of access to all or part of the Profile, problems relating to response times and, in general, any failure to perform.

## Article 10. Intellectual Property of Accor

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These terms of use do not in any way assign to the Member any intellectual property rights for the elements belonging to Accor.

The website, brands, designs, templates, images, texts, photos, logos, graphic charts, software, search engines, databases and domain names, in addition to further elements, are the exclusive property of Accor. Any reproduction and/or representation of any of these elements, in full or in part, without the express authorisation of Accor, is forbidden and constitutes an infringement punishable under Articles L. 335-2 *et seqq.* of the French Intellectual Property Code.

Consequently, Members shall refrain from any action that may directly or otherwise infringe upon Accor's intellectual property rights.

## Article 11. Personal Data

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Accor complies with French law no. 78-17 of January 6, 1978, known as the law on "Information Technology and Civil Liberties," and reserves the right to use this personal data in strict accordance with the provisions of this law.

Registering for a Profile requires the provision of personal data by Members. Members therefore agree to provide only accurate and lawful information.

Members shall inform Accor of any changes to this information. Members agree to notify Accor of any changes to their email address or cell phone number and agree that, failing this, they will bear sole responsibility for consequences of any kind that may arise.

Data collected under these conditions is used to manage the Member's account, including:

- To manage preferences
- To manage reservations
- To manage newsletters
- To manage SMS notifications
- And, if applicable, to manage the account in connection with the Le Club Accorhotels loyalty programme

In accordance with French law no. 78-17 of January 6, 1978, members have the right to access, consult, amend and oppose, for legitimate reasons, the data held about them, by writing to: ACCOR SA, Département Protection des Données Personnelles, 110 Avenue de France, 75013 Paris, France.

## Article 12. Agreement on Evidence

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Acceptance of the terms of use by email has the same probative value between the parties as paper records.

Data collected and stored in Accor's information systems will be retained under reasonable security conditions and considered as proof of communication between the parties.

## Article 13. Traceability

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Accor retains Members' login history.

In addition, Accor can monitor Members' browsing within the Profile using technical tools such as connection logs or cookies.

As such, members confirm that they agree to Accor using the cookie technology, or any other similar technique allowing Members' browsing to be traced. This traceability is enforceable against Members.

Members can prevent cookies from being saved by configuring their browser. However, disabling cookies will restrict Members' access to certain services.

To find out more about the use of cookies, please consult our Customer Personal Data Protection Charter.

## **Article 14. Applicable Law and Competent Jurisdiction**

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THIS CONTRACT IS GOVERNED BY FRENCH LAW.

THIS APPLIES TO THE SUBSTANCE AND THE FORM, NOTWITHSTANDING THE PLACE OF EXECUTION OF THE SUBSTANTIAL OR ACCESSORY OBLIGATIONS. FRENCH COURTS HAVE SOLE JURISDICTION FOR ANY DISPUTE ARISING FROM THE APPLICATION OF THESE TERMS.