



# GENERAL TERMS AND CONDITIONS OF USE OF THE EXTIME.COM PLATFORM

*Updated on 14/01/2025*

## Introduction

AÉROPORTS DE PARIS is a French public limited company with share capital of €296,881,806 (two hundred and ninety-six million, eight hundred and eighty-one thousand, eight hundred and six euros), whose registered office is located at 1 Rue de France 93290 Tremblay-en-France, registered under SIREN number 552 016 628 in the Bobigny Trade and Companies Register, and whose Intra-Community VAT number is FR 33552016628 (hereinafter referred to as "**Paris Aéroport**").

Paris Aéroport operates on its extime.com website (hereinafter the "**Hosting Site**") an online sales platform service (hereinafter the "**Extime Marketplace**"), of which it is the manager.

Extime Marketplace consists of a set of tools enabling Sellers (as defined in Article 1 hereof) operating one or more commercial units at the airports belonging to Paris Aéroport and registered on the Extime Marketplace to list and market their products (hereinafter the "**Products**") and services (hereinafter the "**Services**") to visitors to the extime.com Hosting Site (hereinafter the "**Customers**").

As part of the operation of the Extime Marketplace, Paris Aéroport (hereinafter the "**Extime Marketplace Operator**") operates a technical intermediation platform enabling Customers, users of the Hosting Site, to access lists of Products and Services offered for sale by Sellers on the Extime Marketplace. Paris Aéroport makes the Extime Marketplace service available to Customers and Sellers, but is not party to any of the transactions carried out between Customers and the Sellers, which are subject to the Seller's General Terms and Conditions of Sale. In this respect, Customers are invited to consult the General Terms and Conditions of Sale of each Seller, available at the following link: [Extime - General terms and conditions](#).

With regard to Products, excluding paperless and/or immediate Products, the Extime Marketplace is based on a "**Click and Collect**" mechanism, i.e. orders and payments are made online and the delivery of the ordered Products will be made physically at a collection point of the Seller for the relevant airport.

With regard to Services, the Extime Marketplace enables the Customer to order Services from the Seller's Partner Shop for the relevant airport.

Use of the Extime Marketplace implies prior acceptance of these general terms and conditions of use of the extime.com platform (hereinafter, the "**General Terms and Conditions of Use of the Hosting Site**" or the "**General Terms and Conditions of Use**"), the general terms and conditions of use of the Extime Rewards loyalty programme (available at the following link: [CGU Extime Rewards](#)) and, where applicable, the general terms and conditions of use of the Paris Aéroport app available directly from the application in the section entitled "Personal data - General Terms and Conditions of Use & General Terms and Conditions of Sale".

The General Terms and Conditions of Use are made available to Customers on the extime.com website, where they are directly viewable and enforceable against the Customer, who acknowledges, in general by using the

Extime Marketplace and in particular by clicking “*Confirm my basket*”, having read and accepted them before placing an order. The validation of the order by its confirmation implies the Customer’s adherence to the General Terms and Conditions of Sale of the Sellers in question.

Paris Aéroport reserves the right to change its General Terms and Conditions of Use at any time.

Should the General Terms and Conditions of Use be changed, the General Terms and Conditions of Use applicable are those in force on the date of the order.

## Article 1 – Definitions

**Customer(s) or Buyer(s):** consumer(s) who buy(s) Products or Services from Seller(s) on the Extime Marketplace platform of the Hosting Site.

**ADYEN:** company providing payment services for Extime Marketplace.

**Partner Shops:** retail areas located at the airports of Aéroports de Paris.

**Bank Card:** any card issued by a credit institution or financial institution that is a member of the GIE Cartes Bancaires (CB Bank Card Group), used to make a remote payment.

**E-Wallet:** the Alipay and WeChat Pay digital payment solutions, which can also be used to make a remote payment.

**Click and Collect:** the process and all related means relating to the collection by the Buyer, upon arrival at the airport, of any order placed on the Extime Marketplace with one or more Sellers.

**Email or electronic mail:** a message sent to the email address provided by the Buyer on the registration form.

**Extime Marketplace:** the technical intermediation platform connecting the Seller and Buyers with a view to concluding sales contracts for Products or Services on the Hosting Site.

**Extime Marketplace Operator:** refers to the company Aéroports de Paris (RCS Bobigny 552 016 628) hosting the Extime Marketplace platform.

**Product(s):** good(s) sold online by the Sellers to Buyers on the Hosting Site.

**GDPR Regulation:** Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

**Reservation:** any order for Products or Services by the Customer on the Extime Marketplace, and confirmed by the Seller(s). The order is confirmed when the Customer receives the confirmation email, mentioned in Article 3 below.

**Service(s):** service(s) sold online by the Sellers to Buyers on the Hosting Site.

**Hosting Site:** the online sales Hosting Site, as well as the mobile application for consumer and professional Buyers available at the URL <https://www.extime.com/en/paris>.

**Seller(s):** professional(s) who carry out authorised commercial activity at the Paris-Charles de Gaulle and Paris-Orly airports and offer Products or Services for sale on the Extime Marketplace to Customers.

**Party:** the Customer or Paris Aéroport individually; “the Parties” refers to the Customer and Paris Aéroport collectively.

The terms set out above have the same meaning whether they are used in the singular or plural.

## **Article 2 – Marketplace Service**

### **2.1 The Customer Account**

Use of the Extime Marketplace is reserved for individuals over the age of eighteen (18), with the legal capacity to incur expenses alone.

Use of the Extime Marketplace service requires the Customer to open a personal account (hereinafter the "**Customer Account**") on which the Customer enters their login details and, where applicable, whether or not they are a member of Airport Staff.

The Customer is responsible for the validity and completeness of the information provided when creating their Customer Account. They are also responsible for updating this information.

The Customer is responsible for maintaining the confidentiality of the information contained in their Customer Account, for restrictions on access to the device used to access the Extime Marketplace and, to the extent permitted by French law, agrees to be responsible for all activities that have been carried out from their account or through the use of their password. In this sense, the Customer is invited to take all measures to ensure the confidentiality of the information contained in their Customer Account.

In the event of fraudulent or abnormal use of their Customer Account, the Customer has the right to notify the Extime Marketplace Operator in order to block or delete the Customer Account. Furthermore, the Extime Marketplace Operator has the unilateral right to suspend or delete a Customer Account whose activity could violate the applicable laws and the provisions of these General Terms and Conditions of Use. In this case, the Products or Services that have already been purchased or reserved by the Customer on the Extime Marketplace will however be made available thereto under the usual conditions, unless an error or fraud is likely to result in the cancellation of the sales contract concluded between the Customer and the Seller.

### **2.2 Operation of the Marketplace Service**

The Extime Marketplace enables Sellers to list, offer and sell Products and Services to Customers. The information relating to each Product and Service, the identity of the Seller and the provisions applicable to the sale appear on the page dedicated to the Product or Service concerned.

The Marketplace Operator may not be considered a buyer or seller of the Products or Services, unless the Seller is identified as Paris Aéroport. Apart from this specific case, the Marketplace Operator is not a party to the sales contract entered into between the Customer and the Seller. The Marketplace Operator is also neither the agent nor the proxy of the Sellers.

Extime Marketplace enables the Customer to order Products or Services online and:

- For Products, to physically collect them from the collection points offered by the Sellers at the airport concerned
- For Services, to benefit, in the Seller's Partner Shops, from the provision of Services offered by the Sellers at the airport concerned.

### **2.3 Product and Services presentation terms**

The Seller freely decides, within the limits provided by law, the applicable regulations and the provisions of the Merchant Agreement entered into with the Extime Marketplace Operator, on the Products and Services it wishes to offer on the Extime Marketplace.

The Product and Service offerings made by Sellers are only hosted on the Extime Marketplace and are published only under the direction of the Seller, which can be contacted by the Customer via the corresponding Seller page. The Products and Services offered for sale by the Seller are classified into different categories of Products and Services (e.g. beauty, wine & spirits, gastronomy, services, etc.).

When a Customer uses the Extime Marketplace's internal search engine, the default category is that most relevant to the Customer's search. The Customer may then change the category by selecting a different sorting criterion according to price ("from least to most expensive" or "from most to least expensive"), and if available the popularity of the Products or Services ("best-selling").

In order to display the selection of offers present on the Extime Marketplace most suited to a Customer's search, various parameters relating to the Seller's offering are taken into account by the search engine algorithm:

- A first criterion determines the appearance in the ranking of the Products and Services: semantics. As a result, only Product and Service sheets that, in their title, description and content, match the Customer's search will be included in the ranking.
- The availability of the Products and Services, and the degree of enrichment of the Product and Service information (such as images of the products or services) also determine the appearance in this ranking.
- Lastly, the popularity of the Products and Services also influences the default ranking of the Products and Services: a Product or Service viewed and sold many times will appear before less popular Products and Services in order to present as a priority to the Customer the corresponding Products and Services most highly rated by other Customers.

## Article 3 – Placing an order

### 3.1 Order placement terms

The use of the Extime Marketplace is reserved for consumer Customers, to the exclusion of any professional merchant customers. As such, the Seller reserves the right to not supply the Products or Services ordered if the quantities ordered do not correspond to strictly personal use or in the event of suspected fraud. Furthermore, the Seller reserves the right to refuse the placement of an order by the Customer on the Extime Marketplace in the event of incorrect or incomplete information being provided by the Customer and in the event that the Products or Services ordered are no longer available.

Customers wishing to place an order must provide the information relating to their departure flight. As an exception to the foregoing, Airport Staff are only required to communicate their collection airport.

This information may be amended at any time during navigation on the Hosting Site. However, the Customer is informed that they are bound by this choice once the order has been confirmed with a view to:

- Collecting their order at a collection point, or
- The provision of the Services in the Seller's Partner Shop.

If the Customer's flight or the choice of collection airport provides entitlement to the Click and Collect service, the Customer selects their chosen Product(s) by clicking "*Add to basket*". In addition, if the Customer's flight or choice of airport entitles them to order Services, they can also add the desired Services by clicking on "*Add to basket*". At any time, the Customer may obtain a summary of the Product(s) and/or Service(s) they have selected or amend them by clicking on "*Basket*", continue to select Products or Services, or order the Product(s) and/or Service(s) by clicking "*Confirm my order*".

Before paying for their order, the Customer must log in to or create a Customer Account via the Customer Account interface. The order will be confirmed once the Customer has been identified, the payment made and confirmed, and the order accepted by the Seller.

A Reservation confirmation email will be sent to the Customer using the email address provided in the Customer Account. This email will contain confirmation of the Reservation and its payment, a summary of the Products and Services and the reservation number enabling them to:

- Collect the order of Products at the location indicated for the airport or terminal concerned
- Benefit from the Services ordered in the Seller's Partner Shop for the airport or terminal concerned.

If the Reservation confirmation is lost or forgotten, the Customer can retrieve it at any time from their Customer Account, in the "My Purchases" section.

## **3.2 Availability of Products and Services**

### **3.2.1 Products**

Depending on the Customer's departure terminal and reservation window before their trip, a catalogue of products available at the time of Reservation will be offered thereto. As the Products offered for sale by the Sellers are limited in number, the placement of orders by the Customer is understood to be limited to available stocks. The Customer is informed that only the email confirming that their order is ready to be collected constitutes confirmation of the availability of the Products.

If the Products ordered by the Customer are not available, in whole or in part, the Seller will inform the Customer by telephone or email as soon as possible.

In the event of complete unavailability of the Products ordered by the Customer, the Seller will cancel the order and refund the sums paid by the Customer.

In the event of the unavailability of certain Products ordered, the Customer's order will be maintained, the Customer may collect the available Products and the Seller will reimburse the Customer for the price of the unavailable Product(s).

### **3.2.2 Services**

Depending on the Customer's departure terminal and reservation window before their trip, a catalogue of services available at the time of Reservation will be offered thereto. As the Services offered for sale by the Sellers are limited in number, the placement of orders by the Customer is understood to be limited to available services (e.g. particularly due to limited staff capacity). The Customer is informed that only the email confirming the availability of the Service is valid as confirmation.

If the Services ordered by the Customer are not available, in whole or in part, the Seller will inform the Customer by telephone or email as soon as possible.

In the event of complete unavailability of the Services ordered by the Customer, the Seller will cancel the order and refund the sums paid by the Customer.

In the event of the unavailability of certain Services ordered, the Customer's order will be maintained, the Customer may benefit from the available Services and the Seller will reimburse the Customer for the price of the unavailable Service(s).

## **3.3 Amending a Reservation**

Without prejudice to the Customer's right of withdrawal (as described in Article 6 below), it is not possible to amend a Reservation.

The procedures for cancelling Reservations of Products and Services ordered are described in Article 3.4 below.

### **3.4 Cancelling a Reservation**

Without prejudice to the Customer's right of withdrawal (as described in Article 6 below), the terms for cancelling Products and Services are detailed in this Article 3.4.

#### **3.4.1 Products**

The Customer may cancel their Reservation via their Customer Account, under the “*My purchases*” section on the Hosting Site, as long as the order of Products has not been prepared by the Seller, at no cost. They will then receive a full refund of the price paid. This refund will be made to the bank card or e-wallet used to make the payment, no later than forty-eight (48) hours following the cancellation.

The Customer may not cancel their Reservation via their Customer Account once the order has been prepared by the Seller. In this case, the Customer must consult the cancellation terms and conditions detailed in the General Terms and Conditions of Sale of each Seller concerned and, if necessary, contact the Seller's Customer Service department.

#### **3.4.2 Services**

The Customer may cancel their Reservation via their Customer Account, under the “*My purchases*” section on the Hosting Site, as long as the order of Services has not been confirmed by the Seller, at no cost. They will then receive a full refund of the price paid. This refund will be made to the bank card or e-wallet used to make the payment, no later than forty-eight (48) hours following the cancellation.

The Customer may not cancel their Reservation via their Customer Account once the order of Services has been confirmed by the Seller. In this case, the Customer must consult the cancellation terms and conditions detailed in the General Terms and Conditions of Sale of each Seller concerned and, if necessary, contact the Seller's Customer Service department. The Customer is hereby informed that the Seller, depending on the stipulations of its General Terms and Conditions of Sale, may apply cancellation fees. The Customer is advised to read the stipulations relating to these cancellation fees in the General Terms and Conditions of Sale of each Seller concerned.

#### **3.4.3 Vendor Customer Service contacts**

The contacts of each Seller's Customer Service Departments are provided on the Sellers' descriptive pages on the Hosting Site.

## **Article 4 – Withdrawing an order or performance of Services**

### **4.1 Product order withdrawal terms**

It is specified that the Products ordered may not be delivered by post.

The Customer may collect an order of Products confirmed by the Seller, on the dates and at the locations indicated in the confirmation email, namely on the day of their flight at the collection point or, in the case of Airport Staff, at the location stated in the confirmation email.

If the Customer fails to collect the order, the order will be cancelled by the Seller, who will refund the sums paid by the Customer.

In the specific case of an order placed by an Airport Staff member, the Customer has a period of twenty-one (21) days to collect their order from receipt of the email confirming that their order is ready. After this period, the order will be cancelled and the Seller will refund the sums paid by the Customer within the same period.

To collect their order, the Customer must visit the collection point and present a valid identity document, the order number appearing on the order confirmation email, as well as their valid travel document(s) (boarding pass).

In the specific case of a reservation by an Airport Staff member, the Customer will not have a boarding pass to present. However, they must show their Airport Identification Card, their Professional Activity Permit or certification demonstrating that they have authorisation to carry out activity at the airport.

Staff at the collection point are required to check the surname and first names of the person shown on the identity document, their age, their travel document(s), activity permit or airport identification card. The Seller reserves the right to refuse to issue an order to any person who does not meet these conditions. The order will then be cancelled and refunded by the Seller to the account used for the online payment of the initial order.

The Customer must sign an order handover slip. This slip constitutes proof of delivery by the Seller of the Products ordered to the Customer. Once the slip has been signed, the completion of the delivery by the Seller results in the completion of the sale. At the time the Customer physically takes possession of the Products, the transfer of risks and ownership attached to the Product(s) sold is carried out.

The Customer is required to check the apparent condition of the parcel and the Products it contains when collecting their order in order to ensure the condition of the Products.

In the event of an anomaly relating to the parcel (damaged parcel, open parcel, trace of liquid, etc.) or the Product(s) ordered (missing or damaged Product(s)), the Customer is invited to inform the collection point staff and, where applicable, to refuse delivery of the Product by indicating the reason on the delivery slip.

The locations, opening days and times of each collection point are indicated on the descriptive page of each Seller on the Extime Marketplace.

#### **4.2 Service performance terms**

Once the order has been confirmed by the Seller, the Customer will be able to benefit from the Services, on the dates and at the locations indicated in the confirmation email, i.e. on the day of their flight.

If the Customer does not appear on the day the Services are due to be provided, the Seller will cancel the Services. The Customer is hereby informed that the Seller, in accordance with the provisions of its General Terms and Conditions of Sale, may apply charges in the event of a no-show and retain the total amount of the sums paid for the Services. In this respect, the Customer is advised to read the stipulations relating to no-shows in the General Terms and Conditions of Sale of each Seller concerned.

To benefit from the Services, the Customer must visit the Seller's Partner Shop and present a valid identity document, the order number appearing on the order confirmation email, as well as their valid travel document(s) (boarding pass).

Staff at the Seller's Partner Shop are required to check the surname(s) and first name(s) of the person appearing on the identity document, their age and their travel document(s). The Seller reserves the right to refuse to deliver the Service(s) to any person who does not meet these conditions. The Service(s) will then be cancelled and the stipulations of Article 3.4.2 above will be fully applicable.

The locations, opening days and times of each Seller's Partner Shops are indicated on the descriptive page of each Seller on the Extime Marketplace.

#### **4.3 Export control – Customs regulations**

The Customer agrees not to export, re-export or transfer any Products purchased on the Extime Marketplace to any country, individual, company, organisation or entity for which such export is restricted or prohibited by law.

For example, economic sanctions and embargoes imposed by the European Union, the United Nations, the United States Departments of State, Treasury or Commerce and other governmental authorities (such as embargoes placed on specific countries or economic sanctions close on individuals or companies for terrorism or money

laundering offences) may prohibit the Customer from taking and/or sending Products purchased on the Extime Marketplace to other countries. The Customer therefore undertakes, in the event that they are subject to such restrictive measures (sanctions), not to purchase Products on the Extime Marketplace.

Products purchased on the Extime Marketplace by Customers and required to be exported or sent outside the European Union by the Customer, in accordance with the foregoing provisions, may give rise to import obligations and taxes by the local customs authorities upon arrival.

Neither the Extime Marketplace Operator nor the Sellers, are in a position to anticipate or exercise control over the quantum or application of any potential duties and taxes. Any additional customs clearance costs will be borne exclusively by the Customer.

As customs policies vary greatly from country to country, Customers are advised to contact the local customs department for more information.

## Article 5 – Financial provisions

### 5.1 Pricing and invoicing

Sellers are free to determine the sale prices of their Products and Services.

Prices are stated in euros (€) and include all taxes.

The sale price of Products and Services is as indicated at the time of the Reservation on the order confirmation page.

Any change to the legally-applicable tax rate will be immediately reflected in the sale prices of the Products and Services.

The price is payable in full at the time of Reservation.

**For orders of Products:** when collecting their order at the collection point, the Customer will be provided with a receipt by the Seller, constituting an invoice.

**For orders for Services:** at the time the Services are provided in the Seller's Partner Shop, the Customer will receive an invoice.

### 5.2 Payment terms

The payment terms applicable on the Extime Marketplace are as follows:

- For bank card payments, the price of the Reservation is debited:
  - o **For orders of Products:** as soon as the order has been prepared by the Seller, from the bank account linked to the bank card used at the time of Reservation
  - o **For orders of Services:** as soon as the order of the Services has been confirmed by the Seller, from the bank account linked to the bank card used at the time of Reservation.
- For payments made using an e-wallet, the price of the Reservation is debited:
  - o **For orders of Products:** at the time the Customer makes the Reservation
  - o **For orders of Services:** at the time the Customer makes the Reservation.



The bank cards and e-wallets accepted for payment are: Carte Bleue, Visa, MasterCard, American Express, China UnionPay, Alipay, WeChat Pay and Apple Pay.

Customers are advised that the provisions related to the fraudulent use of their Bank Card or E-Wallet are those arising from the agreement signed between the Customer and the banking establishment that issues the Bank Card or E-Wallet.

Should the payment fail or be declined, for any reason, the Reservation will be cancelled. The Customer will be informed as soon as possible by email.

Paris Aéroport has entrusted ADYEN, PCI-DSS certified, with the management of remote payments made by bank cards and e-wallets. The data transfers made necessary take place under conditions and specific guarantees to ensure the protection of your personal data. You have the right to access, correct and delete your data. You may also object, subject to providing a legitimate reason, to your data being processed. These rights may be exercised by contacting ADYEN at the following address: 23 RUE TAITBOUT, 75009 PARIS.

No payment data is stored on the Extime Marketplace.

## **Article 6 – Right of withdrawal**

### **6.1 Provision of a right of withdrawal**

Individual Customers who are not a trader have the right to withdraw their Reservation, without giving any reason, within fourteen (14) days of handover of the products to the Customer.

The Customer may express their wish to withdraw by contacting the Seller's Customer Service Department. In order for the withdrawal period to be respected, it is sufficient for the Customer to send the communication relating to exercising the right of withdrawal before the expiry of the withdrawal period.

The contacts of each Seller's Customer Service Departments are provided on the Sellers' descriptive pages on the Hosting Site.

The specific terms and conditions for exercising the right of withdrawal by the Customer are described in the General Terms and Conditions of Sale of each Seller.

## **Article 7 – Warranties**

All the Products offered for sale by the Sellers on the Extime Marketplace benefit from legal compliance warranties (as defined in Articles L. 217-4 *et seq.* of the French Consumer Code) and against hidden defects (as defined in Articles 1641 *et seq.* of the French Civil Code), enabling the Customer to return, free of charge, any non-compliant Products delivered by a Seller or affected by a hidden defect.

The Customer must ensure that the Products delivered thereto by the Seller correspond to their order. For any request regarding warranties, the Customer must contact the Seller's Customer Service Department.

The contacts of each Seller's Customer Service Departments are provided on the Sellers' descriptive pages on the Hosting Site. The specific terms and conditions for exercising these rights by the Customer are described in the General Terms and Conditions of Sale of each Seller.

## **Article 8 – Limitation of Liability**

The Extime Marketplace Operator undertakes to implement all means at its disposal to enable Customers and Sellers to use the Extime Marketplace optimally. However, the nature and operation of the Internet do not enable

the Extime Marketplace Operator to guarantee the permanent availability of the Extime Marketplace and/or the Hosting Site, which may be suspended or limited in order to carry out corrections, maintenance and/or implement updates. The Customer declares that they are aware of the characteristics and limitations of the Internet, in particular regarding its technical performance, the response times for viewing, searching or transferring data and the risks associated with the security of communications.

As a result, the Extime Marketplace Operator cannot be held liable in general for any damage caused by a limitation or interruption of the Extime Marketplace and of current or future transactions. The same shall apply to the non-performance or poor performance of the Services provided by the Extime Marketplace, the cause of which is attributable either to the Customer, including in the event of non-compliance with these General Terms and Conditions of Use, or to an unforeseeable and insurmountable event, or to a third party or a Seller, or which results from a case of force majeure.

The Marketplace Operator cannot be held liable for any delay likely to result in the cancellation of the Customer's travel, and the cause of which is the receipt of the Products purchased, waiting for or obtaining these Products from the Seller, including any changes to the boarding time or place of the flight arriving at or departing from the airport concerned that is attributable to the airline concerned or the Authority governing air navigation at the airport concerned.

In any event and without prejudice to the foregoing, the liability of the Marketplace Operator will be limited only to direct and foreseeable damage occurring during the use of the Extime Marketplace and in all cases limited to the reimbursement of the sums received by the Marketplace Operator in connection with the service of connecting the Customer and the Seller.

The Extime Marketplace allows access to the offers of Products not offered by the Extime Marketplace Operator and presented by the Sellers to which the Customer may have access from the Hosting Site.

As such, the Extime Marketplace Operator, acting solely as a technical intermediary, is not responsible for the choice of content placed online by the Sellers on the Extime Marketplace.

The information shown on the Extime Marketplace and the Hosting Site may be updated at any time without prior notice to the Customer.

The photos shown on the Hosting Site and the Extime Marketplace are not contractual.

## **Article 9 – Complaints**

### **9.1. Making a complaint to the Seller's Customer Service Department**

Any request for information, details and complaints relating to a Reservation must be made by the Customer to the Seller's Customer Service Department.

The contacts of each Seller's Customer Service Departments are provided on the Sellers' descriptive pages on the Hosting Site.

Requests for information not related to a Reservation must be sent via the "*Contact us*" section of the Hosting Site, at: <https://www.extime.com/en/paris/contact>.

### **9.2. Mediation request**

#### **9.2.1 Referral to the Extime Marketplace Operator**

The Extime Marketplace Operator is not involved in the conclusion, negotiation or performance of contracts entered into between the Customer and the Seller on the Extime Marketplace and is therefore not required to intervene in any disputes between the Customer and the Seller.

Without this constituting a prior obligation to refer the matter to the courts, after referring the matter to the Seller's Customer Service Department, and in the absence of a satisfactory response to a complaint within two (2) months, the Customer, if they are not a trader, may refer the matter to:

- The Extime Marketplace Operator which, in the interest of defending Customers and/or protecting its brand image, reserves the right to conduct mediation as a last resort to resolve any dispute in which an amicable solution between the Customer and the Seller was not able to be reached. In this case, the contact address is: [adp-clientele@adp.fr](mailto:adp-clientele@adp.fr).

### **9.2.2 Referral to the Tourism and Travel Ombudsman**

Without this constituting a prior obligation to refer the matter to the courts, the Customer may refer the matter to the Tourism and Travel Ombudsman, whose referral procedures are available at: [www.mtv.travel](http://www.mtv.travel). The contact details of the Tourism and Travel Ombudsman are as follows: MTV Médiation Tourisme Voyage – BP 80 303 – 75 823 Paris Cedex 17.

If the Customer is a consumer in the EU, Norway, Iceland or Liechtenstein, they can also use the Online Dispute Resolution (ODR) platform provided by the European Commission to help consumers and traders to resolve their disputes without going to court: [ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr). The email address to be provided in answer to the question "What is the trader's email address?" in the ODR platform form is: [adp-clientele@adp.fr](mailto:adp-clientele@adp.fr).

## **Article 10 – Applicable law and jurisdiction**

### **10.1 Applicable law**

These General Terms and Conditions of Use are subject to French law.

### **10.2 Prior amicable settlement and attribution of jurisdiction**

In the event of a dispute relating to the formation, interpretation and performance of these General Terms and Conditions of Use, the Parties agree to seek an amicable solution. Should the Parties fail to settle a dispute amicably, they will bring said dispute before the competent French courts.

## **Article 11 – Personal data**

In accordance with European Regulation No. 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and Law No. 78-17 of 6 January 1978, as amended, in relation to computing, data files and civil liberties, the Customer is informed that Personal Data may be collected and processed by the Marketplace Operator.

Paris Aéroport ensures the security and confidentiality of personal data transmitted by Customers by implementing enhanced data protection through the use of physical and logical safeguarding methods.

### **11.1. Personal data concerned and purposes for which it will be used by the Parties**

In addition to the processing of Personal Data outlined in the General Terms and Conditions of Use of the Paris Aéroport website - <https://www.parisaeroport.fr/en/passengers/general-terms-and-conditions> - and to ensure that the Extime Marketplace service is correctly performed, Paris Aéroport is required to process the following Personal Data:

- Title, surname, first name, age, telephone number, email address, Reservation date, Reservation number, flight number
- Proof of activity for Airport Staff

For the following purposes:

- Issuing a reservation number enabling the collection of the Products
- Management of the reservation contract by the Sellers
- The safety of the Products and people, including protection against theft and fraud
- Dispute and complaints management.

This data is kept for thirty-six (36) months. The Processing is justified by the performance of these General Terms and Conditions of Use and by the legitimate interest pursued by Paris Aéroport in connection with the operation of the Extime Marketplace.

## **11.2. Contact details of the Data Controller and the Data Protection Officer for data belonging to Paris Aéroport and the Parties**

In accordance with the regulations, Customers have a right of access, rectification, erasure and portability of their personal data, as well as the right to restrict processing.

Customers may also indicate what they would like to happen to their personal data in the event of their death.

These rights can be exercised by contacting the Data Protection Officer by post or email accompanied by proof of identity of the data subject, using the following addresses:

By email at: [informatique.libertes@adp.fr](mailto:informatique.libertes@adp.fr)

By post to:

Délégué à Protection des Données  
1, rue de France  
93290 Tremblay-en-France, France

If, after contacting the Data Protection Officer (Délégué à Protection des Données), the Customer considers that their rights have not been respected, they may lodge a complaint with the French Data Protection Authority (CNIL).

## **Article 12 – Photo credits**

Photo credits: © KAREL BALAS and Gwen Le Bras.

## **Article 13 – Intellectual property**

The trademarks, logos and content of the Extime Marketplace (graphic illustrations, text, etc.) are protected by the Intellectual Property Code and by copyright. The entirety of the Extime Marketplace is governed by French and international legislation on copyright and intellectual property.

All reproduction rights are reserved, including iconographic and photographic representations. The total or partial reproduction and/or representation and/or publication of the Extime Marketplace, in any way and by any means whatsoever, or of one or more elements that comprise it (including the trademarks “Paris Aéroport”, “Extime” or those of the Sellers), is prohibited without the express, prior and written agreement of the Extime Marketplace Operator.

Failure to comply with the aforementioned provision constitutes a breach of intellectual property rights and may incur the perpetrator’s criminal and/or civil liability. The Extime Marketplace Operator reserves the right to bring any legal proceedings against said perpetrator. No hypertext link to the Extime Marketplace may be used without the express prior written consent of the Extime Marketplace Operator.

## **Article 14 – Legal and regulatory obligations**

Customers are reminded that they must comply with French and European Union laws and regulations on money laundering. Paris Aéroport may carry out all necessary checks to ensure that the Customer complies with these obligations. It is hereby specified that the Seller is entitled not to deliver the Products and/or Services or to cancel the reservation of any Customer who does not comply with or contravenes said obligations.

Furthermore, the Seller is entitled not to deliver the Products and/or Services or to cancel the reservation of a Customer who does not comply with or who contravenes French and European Union legal and regulatory provisions relating to restrictive measures against Russia.

## **Article 15 – Discount policy for the Extime Rewards loyalty programme**

In accordance with the provisions of the Extime Rewards General Terms and Conditions of Use, the Customer may benefit from the advantages of the Extime Rewards loyalty programme when making purchases on Extime Marketplace.

As a result of being a member of the Extime Rewards loyalty programme, the Customer may benefit from discounts and advantages under the conditions described in the Extime Rewards General Terms and Conditions of Use. For full details, the Customer is invited to consult the [Extime Rewards T&Cs](#).

## **Article 16 – General**

### **16.1 Partial invalidity**

If one or more provisions of these General Terms and Conditions of Use are held to be invalid or declared as such under any law, regulation or after a final court decision, the other provisions will retain their full force and scope.

### **16.2 Non-waiver**

The fact that one of the Parties does not make a claim against the other Party for a breach of any of the obligations referred to in these General Terms and Conditions of Use must not be interpreted for the future as a waiver of the obligation in question.