

TERMS AND CONDITIONS OF USE OF THE EXTIME.COM/EXTIME-EXCLUSIVE-PARIS WEBSITE

Updated on 06/02/2025

Preamble

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.

AEROPORTS DE PARIS operates the website accessible at https://www.extime.com/en/extime-exclusive-paris. This is a website that provides information about "Extime Exclusive Paris" and the Reception Lounges.

These conditions govern the use of the Website.

Article 1 - Definitions

The terms below, used in these terms and conditions, have the following meanings:

"General Terms and Conditions": refers to these General Terms and Conditions of Use.

"Paris Aéroport": refers to the company Aéroports de Paris, 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.

"Party": refers individually to the User or Paris Aéroport.

"Parties": refers collectively to the User and Paris Aéroport.

"Reception Lounges": refers to a series of Extime Exclusive Paris branded lounges located away from the terminals at Paris-Charles de Gaulle Airport.

"Website": refers to the website accessible at https://www.extime.com/en/extime-exclusive-paris.

"**User**": refers to any natural person with the legal capacity to enter into a contract and over the age of eighteen (18), who uses the Website, the use of which is subject to these General Terms and Conditions.

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

Article 2 – Scope of application

The purpose of these General Terms and Conditions is to define the terms of use of the Website.

Paris Aéroport reserves the right to modify these General Terms and Conditions in full or in part at any time.

Article 3 – Operation of the Website

3.1 Operation of the Website

The Website informs Users about:

- The services offered by Paris Aéroport in the Reception Lounges and
- The rates applicable to the services offered by Paris Aéroport in the Reception Lounges.

Please note that this Website:

- Cannot be used to make reservation requests for Reception Lounges
- Does not guarantee the availability of the Lounges
- Cannot accept any payments
- Allows Users to contact, by email (address: resa.ao@adp.fr, pcr.exclusive.paris@extime.com) or by telephone (number: +33 1 48 16 11 11), the Paris Aéroport Reception Lounge teams
- Allows professional Users (within the meaning of the introductory article of the French Consumer Code)
 who already have a customer account with Paris Aéroport to use the https://exclusiveparis.extime.com/
 platform (enabling them to make reservation requests for Reception Lounges), to be redirected to said platform
- Does not allow Users who are consumers or non-professionals (within the meaning of the introductory article of the French Consumer Code) to make reservation requests for Reception Lounges. However, for any questions relating to the services, and more generally to the Reception Lounges, Users may contact the Paris Aéroport Reception Lounge teams by email or telephone at the address or phone number provided in Article 6 of the General Terms and Conditions.

3.2 Connection charges

Users are solely responsible for the costs of connecting to the Internet and the Website. They may not request any reimbursement or compensation from Paris Aéroport.

Article 4 - Financial provisions

The rates applicable to Reception Lounges are set out in the category price list applicable to Reception Lounges.

To find out more about the terms and conditions relating to the Reception Lounges, the User, depending on their category, is invited to consult the applicable general terms and conditions of sale.

Article 5 - Liability

Paris Aéroport may not be held liable for the unavailability of the Website, nor for any disruption to or problems associated with methods of communication, the User acknowledging that they are aware of the characteristics and limits of the Internet, notably including its technical performance, response times for viewing, searching or transferring data and the risks associated with the security of communications. In any event, the liability of Paris Aéroport will be limited to any direct and foreseeable damage that may occur.

Paris Aéroport undertakes to do everything in its power to enable Users to use the Website as efficiently as possible. However, the nature and operation of the Internet do not enable Paris Aéroport to guarantee the permanent availability of the Website, which may be suspended or limited in order to carry out corrections, maintenance and/or implement updates. The User declares that he/she is 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, Paris Aéroport cannot be held liable in general for any damage caused by a limitation in or interruption of the Website. The same applies to the non-performance or poor performance of the services provided by the Website, the cause of which is attributable either to the User, including in the event of non-compliance with these General Terms and Conditions, to an unforeseeable and insurmountable event, to a third party, or which results from a case of force majeure.

In any event and without prejudice to the foregoing, the liability of Paris Aéroport will be limited to any direct and foreseeable damage occurring when using the Website.

The information shown on the Website may be updated at any time without prior notice to the User.

Article 6 - Complaints

Any requests for information, clarification or complaints may be made by the User via email to the following email address: reservation.exclusive.paris@extime.com.

Users may contact the User service by telephone at the following number (Monday to Sunday from 9 am to 6 pm - Paris time, France): +33 1 48 16 11 11.

Article 7 – Applicable law and jurisdiction

7.1 Applicable law

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

7.2 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. If the dispute is not resolved amicably within 3 (three) months of the first request of one of the Parties, the latter shall submit the dispute to the competent French courts for assessment.

Article 8 - 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 French Law No. 78-17 of 6 January 1978, as amended, on information technology, data files and civil liberties, the User is hereby informed that Personal Data may be collected and processed by Paris Aéroport for the proper implementation of this contract.

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

8.1 Relevant personal data and purposes of processing

Please refer to the Website's Privacy Policy.

8.2 Contact details of the Paris Aéroport Data Controller and Data Protection Officer

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

Users 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: informatique.libertes@adp.fr

by post:

<u>Délégué à Protection des Données - 1 rue de</u> <u>France - 93290 Tremblay-en-France, France</u>

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

Article 9 - Photo credits

Photo credits: © KAREL BALAS

Article 10 - Intellectual property

The trademarks, logos and content of the Website (graphic illustrations, text, etc.) are protected by the Intellectual Property Code and by copyright. The entirety of the Website 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 Website, in any way and by any means whatsoever, or of one or more elements that comprise it (including the "Paris Aéroport" and "Extime" trademarks), is prohibited without the express prior written consent of Paris Aéroport.

Failure to comply with the aforementioned provisions constitutes a breach of intellectual property rights and may incur the criminal and/or civil liability of the perpetrator. Paris Aéroport reserves the right to bring any legal proceedings against said perpetrator. No hypertext link to the Website may be used without the express prior written consent of Paris Aéroport.

Article 11 - Miscellaneous provisions

11.1 Agreement on evidence

The User acknowledges, in its contractual relations with Paris Aéroport, the validity and conclusive evidence of emails exchanged between the Parties and the electronic records made on the Website.

11.2 Force majeure

Paris Aéroport will not be held liable, or be considered as having breached the provisions of these General Terms and Conditions, in the event of non-performance due to force majeure pursuant to Article 1218 of the French Civil Code and the case law and precedent of the Court of Cassation.

11.3 Partial nullity

Any provision of the General Terms and Conditions that is declared null and void or unlawful by a competent judge will be invalid. The nullity of such a provision will not have an impact on the other provisions of the General Terms and Conditions nor affect the validity thereof or their legal effect.

11.4 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 must not be interpreted for the future as a waiver of the obligation in question.

11.5 Legal and regulatory obligations

Users 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 User complies with these obligations.

It is hereby specified that Paris Aéroport reserves the right not to proceed with a Reservation Request or a Lounge reservation, or to cancel a Reservation Request or a Lounge reservation made by a User who does not comply with or contravenes said obligations. Furthermore, Paris Aéroport reserves the right not to proceed with a Reservation Request or a Lounge reservation, or to cancel a Reservation Request or a Lounge reservation made by a User who does not comply with or contravenes French and/or European Union legal and regulatory provisions relating to the restrictive measures applicable to Russia.