

TERMS AND CONDITIONS OF SALE

THERMES D'AVÈNE, a French société par actions simplifiée (simplified joint-stock company) with share capital of €1,057,212.00, registered in the Béziers Trade and Companies Register under number 423 907 732, whose registered office is located at THERMES D'AVÈNE - 11 Avenue Pierre Fabre - Les Bains d'Avène - 34260 AVÈNE - FRANCE - intra-community VAT No.: FR52423907732 Host: Société OVH, a simplified joint-stock company with a capital of € 10,069,020, entered under number 537 407 926 site 2 and whose registered office is located at 2, rue Kellermann, 59100 Roubaix, France.

PREAMBLE

SAS LES THERMES D'AVÈNE, a hydrotherapy professional, (hereinafter the "TA") operates the Avène-les-Bains hydrotherapy centre (hereinafter the "Thermal Centre"), consisting in particular of a "Thermal Treatments" area and a "Well-Being" area (also called the "Thermal Spa"), as well as the website <http://www.centrethermalavene.com> (hereinafter the "Site"), an information and booking site (hereinafter the "Booking(s)"), for hydrotherapy treatments and spa treatments offered by the Thermal Spa (hereinafter individually referred to as the "Service" and collectively as the "Services").

Any booking of Services by the consumer of the Services or by his/her legal representative if he/she is a minor or does not have legal capacity (hereinafter referred to indistinctly as the "Customer") implies full and unreserved consultation and acceptance of these General Terms and Conditions of Sale of the reserved price (hereinafter the "General Terms and Conditions of Sale / GTCs"). The Customer's acceptance of these General Terms and Conditions of Sale occurs at the time of booking. No booking is possible without this acceptance. When the Customer makes the booking of a Service through the website, the Customer's access to and use of the website necessarily implies the unreserved acceptance of the General Terms and Conditions of Use of the website (hereinafter the "GTCU"). The Customer acknowledges having been fully informed that their acceptance of the content of the General Terms and Conditions of Sale and the GTCU does not require a handwritten signature on these documents. Such acceptance results from the sole act of submitting the booking. The Customer has the option of saving and printing these General Terms and Conditions of Sale using the standard functions of the browser used.

The website mentions the following information:

The legal notice providing the TA's precise identification and indicating its company name, the address where it established, its e-mail address, its telephone number, its registered office, and whether it is subject to value-added tax and identified by an individual number;

The key features of the Services offered (description of treatment programmes);

The prices of the Services;

The General Terms and Conditions of Sale (including in particular the terms of payment and withdrawal);

The GTCU;

The period of validity and price of the offered service.

The Customer, prior to the booking of the Services, declares that the booking of these Services is made for the personal needs of the person registered via the booking form.

All information is presented in French.

The Customer claims to have full legal capacity to commit to the General Terms and Conditions of Sale.

DEFINITIONS

In the remainder of this document, the following terms shall each have the meanings given to them below:

"Deposit": Sum paid in advance for the purchase of a Service, the amount of which depends on the booked Service (see annex to the GTCs).

"Brochures": Documentation in paper form or available online in the "Our documentation" section of the site. They include booking forms, documentation relating to spa treatments, documentation relating to treatments and their reimbursements where applicable, or practical information (shuttle system, accommodation guide, etc.).

"Medical Centre": Medical practice in which the hydrotherapy doctors of the Thermal Centre practice.

"Customer": Natural person of legal age or minors (co-contractor), with legal capacity, having reserved or acquired one or more Services, and acting for the personal needs of the person registered via the booking form.

"Booking confirmation": E-mail or postal mail sent by the TA to the Customer, summarising the characteristics of the Service booked by the Customer. Acceptance of the booking confirmation is contractually binding on the Customer.

"Contract": Contract governing the Service booked by the Customer.

"E-mail": Any message in the form of text, voice, sound, or image sent over a public communications network and stored on a network server or in the recipient's terminal equipment until it is retrieved by the recipient.

"Treatment(s)": Medical treatment offered by the TA, based on a set of services, treatment packages and additional treatments using Avène Thermal Spring Water (dermatological and oral care), the essential characteristics of which are presented in the brochures and on the website, to the exclusion of any other service (treatment, hotel, catering, transport). A distinction is made between "treatments covered by the French health insurance scheme", prescribed by a doctor and which may be covered by the French Health Insurance Scheme or any other social security scheme, and "open-door treatments" of 6, 12 or 18 days, carried out at the sole initiative of the Customer and not covered by the compulsory reimbursement scheme. Except where express reference is made to an "open-door treatment" or a "treatment covered by the French health insurance scheme", the term "treatment(s)" refers to both open-door treatments and treatments covered by the French health insurance scheme.

"PACKAGE(S)": All treatments carried out as part of a 2, 3 or 5-day package in the Thermal Spa.

"Day of arrival": Day on which the treatment included in the Services begins.

"Parties": Means collectively the TA and the Customer.

Service(s): Refers to treatments and skin care in an undifferentiated manner.

"Booking": The act whereby the Customer books one or more Services.

Site: Electronic service operated by the TA on the Internet and accessible at <http://www.centrethermalavene.com>

"Skin care": All the treatment services offered by the Thermal Spa, by the

day or grouped in a 2, 3 or 5-day package.

"Remaining balance": Amount of Services reduced by the deposit already paid.

SUBJECT MATTER AND SCOPE

These General Terms and Conditions of Sale define the rights and obligations of the parties in connection with the booking and sale of Services offered to Customers by the TA on its website and in the brochures. They govern all the steps necessary to submit the booking and track the booking between the parties. The Customer acknowledges having read the General Terms and Conditions of Sale accessible on the website and in the brochures, and having accepted them without reservation.

The General Terms and Conditions of Sale apply to all bookings made on the website, by e-mail or by post.

DURATION

These General Terms and Conditions of Sale apply for as long as the Service are posted on the website by the TA. The TA reserves the right to close the website or the online booking space temporarily or permanently without prior notice or compensation. The TA is not liable for loss or damage of any kind that may result from these changes and/or a temporary unavailability or the permanent closure of all or part of the website or of the associated Services, such as the online sales space.

These General Terms and Conditions of Sale may be amended and/or supplemented by the TA at any time. In this case, the new version of the General Terms and Conditions of Sale will be posted on the website by the TA.

In the event of modifications, the General Terms and Conditions of Sale applicable are those in force on the date of the booking. The new General Terms and Conditions of Sale shall therefore be unenforceable against the Customer whose booking predates their modification.

Avène THERMAL CENTRE

1-BOOKING PROCEDURE

1.1 Prior to booking

The Customer may read the essential characteristics of the proposed Services on the website or in the brochures. The Customer is informed that the photographs and texts accompanying the Services are subject to change.

Prior to any booking, the Customer acknowledges having reviewed the booking procedures and all the features of the available Services and having requested and obtained the necessary and/or additional information from the TA in order to make an informed decision to submit a booking. The Customer is solely responsible for their choice and its suitability with their needs in such a way that the TA cannot be held liable. The medical centre and Avène Thermal Centre are accessible to people with reduced mobility. However, before booking, please consult us to check that our facilities are suitable for the user's needs.

The medical centre and Avène Thermal Centre welcome independent adult and child patients. People with disabilities, difficulties moving around or activities of daily living are asked to be accompanied.

The hydrotherapy doctor reserves the right, at the initial treatment consultation, to invalidate the treatment initiation if your state of health requires it. If in doubt, consult your general practitioner before your arrival to postpone your treatment plan.

1.2 Making a booking

The booking may be made on the website or by post. In both cases, the booking process includes the following steps:

Step 1: The Customer selects a Service from among the Services presented on the website on the day of the booking in the "Our treatments" section and in the brochures.

Step 2: The Customer completes in good faith the online booking form on the website or the paper form following the recommendations provided, validates it on the website or sends it to the following address: contact.avenecenter@pierre-fabre.com OR by post to the following address: THERMES D'AVÈNE - 11 Avenue Pierre Fabre - Les Bains d'Avène - 34260 AVÈNE - FRANCE. In particular, the Customer must provide his or her contact details. A complete and valid postal address is essential for further processing by the TA. Any communication from the TA made to this postal address is deemed to have been received and read by the Customer. The Customer certifies the veracity and accuracy of the information thus transmitted and undertakes to provide, where applicable, the appropriate supporting documents.

Step 3: For online bookings, the Customer is invited (1) to log in to his/her customer account if he/she already has one by entering his/her e-mail address and password in the fields provided for this purpose or (2) to create a customer account by entering the necessary information for this purpose or (3) to continue the booking process without a customer account. The Customer checks the details of the booking, consults and accepts the General Terms and Conditions of Sale and pays the deposit or the full price of the Service, depending on the Service chosen and in accordance with the provisions set out in the annex to the General Terms and Conditions of Sale, by bank card via a secure AXEPTA/PAYTWEAK link or by bank cheque made payable to SAS LES THERMES D'AVÈNE to be sent to the following address: Les THERMES D'AVÈNE - 11 Avenue Pierre Fabre - Les Bains d'Avène - 34260 AVÈNE - France (see Art. 2 Pricing conditions). The deposit must be paid at the time of the booking. For online bookings, the validation click constitutes an electronic signature, which has the same value as a handwritten signature. For bookings by post, the Customer must sign by hand. The treatment booking is deemed to have been made when the deposit or the total price of the Service is paid, depending on the Service chosen. The booking of treatments is deemed to have been made when the deposit is paid, subject to the validity of the medical appointment for the consultation at the start of the treatment. If the deposit or the price of the chosen Service is not paid, the TA does not confirm the booking and does not guarantee the availability of the Service. It is expressly understood that the TA may not be held liable in this regard. As a reminder, the full and unreserved consultation and acceptance of the General Terms and Conditions of Sale are deduced from the making of the booking.

Completion of this stage 3 constitutes a desire to enter into a contract with the TA for the selected Service(s).

Step 4: The booking is verified and approved by the TA before it is registered. Once the booking has been registered, the Customer will receive the confirmation of their booking by e-mail and/or by post, including: the dates of the Services, the selected Service(s) and the deposits paid. The booking is deemed to be accepted by the Customer once the process of confirmation of the booking by the TA has been completed. From this point forward, the Customer is contractually bound. It is expressly agreed that the TA reserves the right to refuse or invalidate a booking for legitimate reasons and in particular when the Customer provides incomplete information, in the event of suspected fraud or when the deposit is missing or incomplete.

For any questions relating to the booking, the Customer may contact the TA directly by telephone on 04.67.23.41.87 or by e-mail at the following address: contact.avenecenter@pierre-fabre.com.

2-PRICING CONDITIONS

2.1 - Prices

The applicable prices for the Services are those in force on the day the booking is made. Our prices are quoted in euros (€), include all taxes, and are only valid for the duration indicated on the website and on the confirmation of the booking.

The prices take into account the VAT applicable on the day of the booking, and any change in the rate applicable to VAT will be automatically reflected in the prices shown. The VAT that will actually be paid by the Customer will be the VAT in force on the date of collection of the payment. Any change or introduction of new legal or regulatory pricing provisions imposed by the competent authorities, in particular by the Caisse Nationale d'Assurance Maladie, will automatically be reflected in the price shown on the invoice date.

The TA reserves the right to modify its prices at any time but guarantees that the Customer will be charged the price in force on the day of the booking. The prices can be viewed and downloaded on the website and are included in the brochures.

2.2 - Payment

2.2.a - Payment of the deposit

The payment of the deposit concerns all Services except treatments on the day of the Thermal Spa.

When the booking is made, the Customer must pay the deposit corresponding to the chosen Service, the amount of which is appended to the General Terms and Conditions of Sale. The Customer may pay this deposit by bank card, bank cheque or in cash to the Thermal Centre.

If the Customer chooses to pay the deposit by bank card, he/she must provide his/her bank details, credit or private bank card (Carte Bleue, Visa, Mastercard) by directly indicating, in the area provided for this purpose (secure entry by SSL encryption), the card number, without spaces between the numbers, as well as its validity date and the card security code when paying the deposit via AXEPTA/PAYTWEAK. The TA has chosen AXEPTA/PAYTWEAK to secure online payments by bank card. The validity of the Customer's payment card is verified by AXEPTA/PAYTWEAK.

There may be a refusal of the payment card for several reasons: stolen card, blocked card, limit reached, input error. In the event of a problem, the Customer must contact his/her bank on the one hand and the TA on the other hand to confirm his/her booking and payment method.

The deposit shall be debited at the time of the booking. The amount of the deposit will be deducted from the final invoice.

If the Customer chooses to pay the deposit by bank cheque, he/she must complete the bank cheque made out to SAS Les Thermes d'Avène and send it to the following address: THERMES D'AVÈNE - 11 Avenue Pierre Fabre - Les Bains d'Avène - 34260 AVÈNE - FRANCE. The cheque will be cashed upon its receipt. Only French cheques are accepted.

2.2.b - Payment of the balance of the Service

The balance of the Service must be paid in accordance with the provisions below:

- Open-door treatment (6, 12 or 18 days): A quote is drawn up by the Thermal Centre reception staff following the medical consultation carried out at the medical centre. On the day of arrival for treatment, the Customer shall pre-pay his/her booked treatment package and, where applicable, the prescribed additional Services, the amount of which is stated on the quotation provided to the Customer in duplicate by the Thermal Centre reception staff. The TA shall keep a copy of this quotation signed by the Customer. The day before departure, the Customer shall pay the updated invoice based on the additional services provided.

- Bubble of Tranquillity 5 days: A pre-payment of the balance is made on the day of arrival and cashed the day before departure.

- Bubble of Tranquillity 2 and 3 days: The balance is settled on the day of arrival.

- Day care: The Customer pays the full price of the Service upon booking (no deposit or balance payments).

- Treatment covered by health insurance: The Customer shall provide the Thermal Centre reception staff, on the day of arrival for treatment, with the original payment of the hydrotherapy package (commonly referred to as Section 2) and the medical secretary's office, located at the medical centre reception, with his/her payment of the medical fees (commonly referred to as Section 1).

Regardless of the Service performed, the Customer is required to go to the Thermal Centre reception desk at the end of their stay to close their file: the adjustment of the final invoice based on the additional services performed is carried out in their presence at the earliest on the penultimate day or at the latest on the last day of the Services. The co-payment, the various additional services and taxes must be paid on site before the Customer's departure.

There are several balance payment method options providing optimal security for the Customer:

- In cash (up to the maximum legal amounts);
- By bank card (Carte Bleue, Visa, Eurocard/Mastercard);
- By bank cheque or postal cheque. The cheque will be cashed upon its receipt. Only French cheques are accepted. If the Customer does not pay the balance on site before departure, the TA reserves the right to debit the sums due directly using the bank card details provided either during the payment of the deposit or on arrival at the Thermal Centre, which the Customer expressly accepts. In this case, late-payment penalties will be due from the day after the due date of the invoice at the legal rate, applied to the amount of the invoice including VAT. In addition, a fixed penalty of 15% of the sums due will be payable if collection proceedings are initiated.

3-SERVICE CANCELLATION

The Customer may exercise his/her right of withdrawal and thus cancel his/her booking within two (2) weeks of the day of arrival:

- By letter sent to the TA at the following address: THERMES D'AVENE - 11 Avenue Pierre Fabre - Les Bains d'Avène - 34260 AVENE - France;
- By e-mail to the following e-mail address: contact.avenecenter@pierre-fabre.com ;
- By telephone, on 04.67.23.41.87, provided that this cancellation is confirmed to the TA by post or e-mail under the conditions above. This cancellation will result in the refund of the deposit within one (1) month of receipt of the cancellation request sent to the TA by the Customer by crediting the Customer's bank account or by issuing a bank cheque. If a booking is cancelled less than two (2) weeks before the day of arrival, the deposit will only be refunded if the Customer sends the TA proof of cancellation for professional or medical reasons. In this case, the deposit will be repaid within one (1) month of receipt of the cancellation request and/or proof sent by the Customer to the TA.

In the absence of proof of cancellation for professional or medical reasons sent by the Customer to the TA, the deposit shall be kept by then TA.

4-CHANGES OF SERVICES

Any changes to the booking by the Customer (excluding withdrawal) may only be taken into account by the TA within the limit of its availability and provided that it is notified to the TA within eight (8) days at least before the day of arrival:

- By letter sent to the TA at the following address: THERMES D'AVENE - 11 Avenue Pierre Fabre - Les Bains d'Avène - 34260 AVENE - FRANCE;
- By e-mail to the following e-mail address: contact.avenecenter@pierre-fabre.com;
- By telephone, on 04.67.23.41.87, provided that this change is confirmed to the TA by post or e-mail under the conditions above. To the extent possible, the TA will try to meet the Customer's requests.

Modified bookings correspond to new bookings. The pricing conditions of the new booking (see Art. 2 Pricing conditions) shall apply. No changes will be accepted if they are received less than eight (8) days before the arrival date.

In the event of refusal of a change and if the Customer cannot maintain the initial terms of his/her booking, the Customer shall be deemed to have cancelled the booking as described in Article 3 of the General Terms and Conditions of Sale.

5-SUSPENSION OF SERVICES IN PROGRESS

5.1 - Temporary suspension of the Services in progress

In the event of a suspension of the treatment, the Customer must contact the TA immediately to agree on how the file will be handled.

- For treatments covered by health insurance: Supporting documentation for the suspension (medical certificate, agreement, civil status record) is mandatory for treatments covered by health insurance for the standard handling of the account with application of third-party payment towards the treatment package by the TA. The applicable suspension conditions are those provided for in the hydrotherapy agreement in force on the date of the Customer's booking. In the absence of supporting documentation, the Customer must pay the full amount of the invoice directly to the TA.
- Resumption of the treatment covered by health insurance that was suspended for medical reasons is possible only with a medical certificate and after the medical certificate has been provided to the TA.
- For open-door treatments and packages: In the event of a temporary suspension for medical reasons, the Customer must provide the TA with medical proof in order to be reimbursed pro rata to the time of the Service not performed. Reimbursement will be made in accordance with the provisions of the annex to the General Terms and Conditions of Sale.
- Resumption of the open-door treatment suspended for medical reasons is possible only with a medical certificate and after the medical certificate has been provided to the TA.

In the absence of medical proof, the Customer who does not avail him/herself of certain treatments remains liable for all sums due under the initial booking and pays the balance before leaving the TA.

5.2 - Permanent discontinuation of Services in progress

In the event of total discontinuation of the Service in progress, the Customer must contact the TA immediately to agree on the arrangements for settling the account.

- For treatments covered by health insurance: Supporting documentation for the discontinuation (medical certificate, summons, civil status record) is mandatory for the standard handling of the account with application of third-party payment towards the treatment by the TA. In the absence of supporting documentation, the Customer must pay the full amount of the invoice for the pro-rated treatment directly to the TA.
- For open-door treatments and packages: In the event of total discontinuation for medical reasons, the Customer must provide the TA with medical proof in order to be reimbursed pro rata to the time of the Service not performed.

6-FORCE MAJEURE

The TA cannot be held liable for the full or partial non-performance of its obligations in the event that the non-performance is due to an event of force majeure as defined in Article 1218 of the French Civil Code and/or normally recognised by the case law of the French courts. Force majeure refers to any event external to the parties that was unforeseeable at the time of entry into the Contract and unavoidable during its performance.

7-MEDICAL CONSULTATION

As part of the treatments, a medical examination by a hydrotherapy doctor at the medical centre is mandatory before the start of the treatment. The appointment for the medical consultation is made, prior to the booking of the treatment, by the Customer, who contacts the medical centre himself/herself using the contact details provided by the TA. At the time of booking, the Customer must inform the TA of the name of the hydrotherapy doctor and the day and time of the medical consultation appointment. For treatments covered by health insurance and open-door treatments for 6, 12 or 18 days, the medical fees must be paid directly to secretaries' office in the medical centre.

8-PERFORMANCE OF THE SERVICES

8.1 - Performance of treatments

The TA offers treatments for children under 18 years of age. Minors under

the age of twelve (12) must be accompanied by an adult. The Customer agrees to attend all daily treatment sessions scheduled following the medical consultation. The TA reserves the right, in consultation with the hydrotherapy doctor, upon arrival of the Customer or during the stay, to make modifications to the prescribed treatments according to the availability of the technical facilities at the time of the treatment.

- For treatments covered by health insurance: If the Customer fails to appear for the treatments included in their hydrotherapy package, they will be liable to forfeit the reimbursement for their treatment by health insurance and, in that case, must pay the TA for the full hydrotherapy package, prorated for the duration of its use.

- For open-door treatments: The Customer will not be entitled to any compensation for their failure to undergo the scheduled treatments.

8.2 - Performance of the treatments

The Thermal Spa is open to anyone over the age of sixteen (16). The Customer will not be entitled to any compensation for their failure to undergo the scheduled treatments.

9-HYGIENE AND REGULATIONS

The TA is Aquacert HACCP Thermalisme® certified: this quality process directly covers the hygiene rules applicable to the TA. This certification, through the third party AES Certification, ensures compliance with the applicable regulations and the implementation and maintenance of a health safety management system.

By booking any treatment, the Customer undertakes to comply with the rules of hygiene and other rules applicable in the TA. These rules are set out in the TA welcome booklet. A copy of the welcome booklet is given to the Customer on the day of arrival.

10-NON-TRANSFERABILITY OF BENEFITS

All Services are reserved by name and are non-transferable.

11-RESPONSIBILITIES

The Services comply with current applicable French laws. The TA cannot be held responsible for non-compliance with the laws of a third country. The TA is bound by a general obligation of means in the provision of the Services ordered. This obligation consists of carrying out all the procedures necessary for the provision of the Services. The TA cannot be held liable for non-performance of the booking in the event of force majeure, an act of the third party, an act of the Customer, or an act of its partners, such as unavailability of the Internet, inability to access the website, external intrusion, computer virus, or if the prepayment is not authorised by the Customer's bank.

The TA shall not be liable for any indirect damages suffered by a Customer. Hyperlinks may link to sites other than the website. The TA disclaims any responsibility for the content of these sites and for the services offered. Any booking or payment that is irregular, inoperative, incomplete or fraudulent for a reason attributable to the Customer shall result in the cancellation of the booking at the Customer's expense, without prejudice to any action against it.

Minors under the age of twelve (12) must be accompanied by an adult. The TA guarantees that the Services comply with the booking confirmation. This guarantee only covers the conformity of the Services with the information and characteristics described in the booking confirmation. The photographs shown on the website are not contractual. Although every effort is made to ensure that the photographs, graphic representations, and text reproduced to illustrate the TA provide an overview of the treatments that is as accurate as possible, variations may occur, in particular due to a change of furnishing or any renovations. The Customer will not be entitled to any claim as a result.

12-COMPLAINTS

In connection with the Aquacert HACCP Thermalisme® quality process containing a "Customer service" chapter, a claim form is available at the TA reception desk. The Customer must formulate by name and in writing on the complaint form or on plain paper, any complaint relating to the Service received and send it to the TA reception desk or by post to the following address: les THERMES D'AVENE - 11 Avenue Pierre Fabre - Les Bains d'Avène - 34260 AVENE - FRANCE, or by e-mail to the following address: contact.avenecenter@pierre-fabre.com. All complaints are handled by the TA's quality team. The Customer is informed of the follow-up to his/her complaint.

13-CONSUMER OMBUDSMAN

Any dispute not pertaining to a health service and not previously amicably resolved by the Customer and the TA, may be referred to the Ombudsman for hydrotherapy free of charge* by any Customer on the website at www.mediateurdothermalisme.org or by post to the following address: Mr Daniel BOULIN - Médiateur du thermalisme, 157 chemin de Garia - 64300 LAA MONDRANS.

Covered hydrotherapy treatments, which are services provided on medical prescription falling within the scope of the French Public Health Code and the French Social Security Code and not the French Consumer Code, are excluded from this recourse.

* Excluding costs related to the use of an expert or the involvement of a lawyer.

14-RESPECT FOR PRIVATE LIFE

The information requested from the Customer is necessary for the processing of their booking and for the sending of information about the TA's products and services. If such information is not provided, the TA will not be able to register the booking. In accordance with the provisions of Regulation (EU) 2016/679/EU 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 (GDPR), the Customer has a right of access, rectification, and erasure of their personal data under certain conditions and also a right of restriction of processing and a right to object as further explained in our privacy policy. While browsing the website, the Customer may access their personal data via their customer space, rectify their personal data if their situation has changed, or object to the collection of their personal data by the TA for marketing purposes. However, certain data is essential for the processing of the booking. If we do not collect this personal data, we will not be able to proceed with their booking. Lastly, the Customer may also request the erasure of all their personal data simply by sending a request with proof of identity by post to the TA at the address below: THERMES D'AVENE - 11 Avenue Pierre Fabre - Les Bains d'Avène - 34260 AVENE - FRANCE. Unless the Customer objects, the TA may send promotional offers and a

questionnaire following his/her stay at the hydrotherapy facility either by e-mail, SMS or post. The Customer has the right to object, at no cost, to the use of their personal data for marketing purposes.

In addition, the Customer may unsubscribe at any time by clicking the "unsubscribe" link at the bottom of any e-mail. The processing of such personal data will enable the TA to:

- fulfil their obligations towards the Customer;
- inform the Customer of special offers and any new services created by the TA.

The Customer will be informed on each personal data collection form whether the responses are mandatory or optional by the presence of an asterisk. The Customer authorises the TA to communicate the Customer's personal data to third parties on the condition that such communication is compatible with carrying out the operations incumbent on the TA under these General Terms and Conditions of Sale. In particular, at the time of the online payment, the Customer's bank details will have to be sent to the TA's bank by the payment provider AXEPTA/PAYTWEAK for the performance of the booking contract. In its capacity as a professional, AXEPTA/PAYTWEAK has committed to the TA that it will take all security and confidentiality measures with regard such data transfers. For more information, the TA invites Customers to review its privacy policy, which is available on the website.

15-DIRECT MARKETING

The Customer has the option of expressly consenting to receive direct marketing e-mail, post or SMS/VMS. The Customer has the right to object, at no cost, to the use of their data for marketing purposes.

16-AGREEMENT ON EVIDENCE

Computerised records are kept in the TA's computer systems and under reasonable security conditions. They are considered as evidence of communications, bookings and payments made between the parties. The entry of the required bank details and the acceptance of these General Terms and Conditions of Sale and the booking form constitute an electronic signature with the same value between the parties as a handwritten signature.

The Customer is informed that their IP address is recorded at the time of booking.

17-INTELLECTUAL PROPERTY

All texts, images and sounds reproduced on the website or in the brochures are the exclusive property of the TA for the whole world. The General Terms and Conditions of Sale do not entail any assignment of any kind of intellectual property rights over the elements belonging to the TA or beneficiaries such as photographs, images, literary texts, artistic works, trademarks, graphic designs or logos for the benefit of the Customer. Only use consistent with the intended purpose of the website is permitted. Internet users who have a personal website and wish to place a simple link on their website for personal purposes leading directly to the home page of the TA's website must obtain the express authorisation of the TA in writing to establish this link. In any event, hyperlinks to the TA's website must be removed at the TA's first request.

18-APPLICABLE LAW

The applicable law is French law. Any dispute relating to the entry into, performance, interpretation, or termination of the Contract that cannot be resolved amicably will be referred to the competent courts with jurisdiction over the place of the defendant's domicile.

19-ENTIRETY OF OBLIGATIONS

These General Terms and Conditions of Sale and the booking form express all the obligations of the parties. No general or specific terms and conditions communicated by the Customer may be incorporated into these General Terms and Conditions of Sale. The documents forming the contractual commitments between the parties are, in descending order of priority, the booking form (including the special terms and conditions of the booked rate) and the General Terms and Conditions of Sale. In the event of any contradiction between the booking voucher and the General Terms and Conditions of Sale, the provisions appearing on the booking voucher will be the only provisions applicable for the obligation in question.

ANNEXES

Prices - Payment methods - Refund methods
Price sheets in euros (€):
Available on the website
In the thermal spa documentation
On request to the TA
By e-mail: contact.avenecenter@pierre-fabre.com
Payment methods by the Customer in euros (€) only:
For the deposit at the time of booking:
Treatment covered by health insurance: Sixty euros (€60);
Open-door treatment (6, 12, 18 days): One hundred euros (€100)
Bubble of Tranquillity (5, 3 or 2 days): One hundred euros (€100)
Day care: Full payment at the time of booking
Payment method: Bank card, French cheque or cash (euros only), for the balance of treatments:
Treatment covered by health insurance: pre-payment on the day of arrival and collection the day before departure.
Open-door treatment (6, 12, 18 days): on arrival, on quote, with adjustment on the invoice upon departure.
5-day Bubble of Tranquillity: prepayment on the day of arrival and collection the day before departure
Bubble of Tranquillity 2 or 3 days: payment of the balance on the day of arrival.
Payment method: Bank card, French cheque or cash (euros only).
Refund method by the TA in euros (€):
For the deposit: In accordance with the terms and deadlines defined in the General Terms and Conditions of Sale, method of payment: by credit to the Customer's bank account, cheque or cash (euros only).
In case of "overpayment" on completion of the treatment:
Treatment covered by health insurance: the day before departure on presentation of the invoice.
Payment method: cash (euros only)
In the event of interruption of the treatment or account adjustments after the treatment has finished: In accordance with the procedures defined by the General Terms and Conditions of Sale and after receipt by the TA of the supporting documents.
Payment method: cheque or cash (euros only).