

## ACCOR SPECIAL TERMS AND CONDITIONS FOR ALL MOBILITY

### 1- Introduction

These ACCOR Special Terms and Conditions for ALL Mobility (“**Special Terms and Conditions**”) apply to any individual Member of the ALL - Accor Live Limitless loyalty programme using the ALL Mobility platform (“User”).

The User acknowledges having read and accepted these conditions; those of the Partner operating the ALL Mobility Platform and those of the Fleet providing the mobility service booked by him.

These Special Terms and Conditions are attached to the General Terms and Conditions of membership to the ALL Loyalty Programme.

In the event of contradiction between the Special Terms and Conditions and the General Terms and Conditions, these terms and conditions shall prevail.

The terms mentioned with a Capital Letter mean the definitions mentioned in the General Terms and Conditions or in these Special Terms and Conditions, as the case may be.

### 2- Description of the ALL Mobility service

By reserving a mobility service via the ALL Mobility service platform, you enter into a contract with the company operating the mobility platform (“the **Partner**”) as well as a contract with the fleet providing the mobility service (“the **Fleet**”) and not with Accor.

Mobility services are therefore subject to limited availability, as well as to the general terms and conditions and any restrictions imposed by the Partner and/or the Fleet.

Indeed, the Partner offers within the framework of the ALL Mobility service platform, an automated booking platform that allows third party and independent ground transport service providers, the Fleet, to provide their service to Users.

### 3- Changes or modifications to these Special Terms and Conditions

Accor reserves the right to amend these Special Terms and Conditions. The modifications made to these Special Terms and Conditions shall be effective following their publication on the ALL Mobility website and shall be deemed to have been unconditionally accepted by the User when the User accesses or browses ALL Mobility. Therefore, it is recommended to regularly visit the page where the Special Terms and Conditions appear.

Accor may at any time and without giving notice change the number of Points required to pay for any service, although such changes may affect the accumulation or values of Points or services.

The Partner and the Fleets, for their part, may change the General Terms and Conditions and restrictions they offer in the context of mobility services without Accor being able to intervene in any way.

#### **4- ALL Loyalty Programme on the ALL Mobility platform**

The ALL - Accor Live Limitless Loyalty Programme allows its Members to earn Reward Points or pay with Reward Points by reserving mobility services on the ALL Mobility platform.

The ALL Mobility platform and services are accessible only to Members.

##### **4.1 Reward Points earned**

ALL Members earn 1 Reward point for each euro spent on the ALL Mobility platform, with the exception of expenses related to cancellation fees.

The Reward Points will be credited within an average period of 7 days from the end date of the service to the Member's ALL loyalty account.

The payment must be effective (in other words, it must not have been refused) at the end of the mobility service. A payment confirmation receipt is available directly from the member's account on the ALL Mobility platform. Such receipt is in particular necessary and shall prevail for any claim relating to payment and expenses paid and the use/gain of Reward Points.

Accor reserves the right to refuse or cancel any use of Reward Points by a Member in connection with the fight against fraud.

##### **4.2 Use of Reward Points**

Members may use Reward Points to pay for services booked on the ALL Mobility platform, on the price inclusive of tax.

1 Reward Point equates to EUR 0.01 on ALL Mobility, or 1,000 points = 10 euros.

At the time of booking, a Member may use Reward Points under the following conditions:

- He holds a minimum of 1,000 points in his ALL loyalty account;
- He has enough points to pay the full amount of the booked service;

- The amount to be paid is a minimum of 10 euros in monetary value, or 1,000 Reward Points.

The use of the Reward Points for payment of an expense denominated in a currency other than the euro will give rise to the application of the Accor Group's reference exchange rate, as extracted from the "Multi-currencies" database (Reuters bank's monetary or financial information database), this rate being applied at the time of actual payment at the end of the service.

Reward Points used by the Member may be returned to the Member's account only in the event of cancellation of a booking for which Reward Points have been used if the terms and conditions specified by the Partner's Terms and Conditions and Fleet Terms and Conditions applicable to the mobility services permit; Any cancellation fees will be charged on the payment method provided by the Member, regardless of the payment method chosen for the original booking (in Reward Points or by credit card).

In the event of a downward revaluation of the value of the service at the end of it, the number of Reward Points which will be debited will be adjusted in accordance with this revaluation. The Reward Points debit transaction displayed on the member's ALL account will indicate the final price of the service.

The Reward Points will not be returned in the event that the Reward Points have expired between the booking of a service with its Reward points and the cancellation by the Member of this booking.

The option to use the Reward Points at the booking will be offered to the Member at the payment stage if the amount to be paid allows.

Bookings made using Reward Points exclusively do not give rise to any gain from Points.

In any event, the use of Reward Points may not give rise to any monetary consideration in any form whatsoever.

For the purposes of using the Reward Points, the Member agrees that the transaction information recorded in the IT systems used by Accor and/or the Partner and/or the Fleets will be used as evidence of the completion of such transactions.

### **4.3 Pre-authorisation of payment**

A pre-authorisation of payment by credit card up to the amount of the booking will be requested by the Partner in case of payment by credit card or in Reward Points under the conditions indicated in the Partner's General Terms and Conditions of Use.

At the end of the service, if the amount to be paid is greater than the estimated amount at the time of the booking and:

- the Member does not hold enough Reward Points in his account to pay the outstanding balance with Reward Points, he will be charged the outstanding balance by credit card;
- the Member has sufficient Reward Points in his account to pay the outstanding balance with Reward Points and will be debited for the outstanding balance in Reward Points (at the rate of 1 Reward Point per EUR 0.01 due).

**5- Liability**

Accor SA is not the provider of the mobility services or the booking services available on the ALL Mobility platform. Accor SA, its subsidiaries, affiliates, franchisees and agents make no warranties or representations of any kind, express or implied, with respect to the services available on ALL Mobility under the Loyalty Programme, ALL - Accor Live Limitless, and shall not be liable for any loss or expense (including but not limited to attorney’s fees), accidents or inconveniences which may result from the use of the booking service or mobility services or resulting from any defect or failure of said services.

For each service booked, the Partner’s and Fleet Terms and Conditions of Use apply.

To summarize:

- Accor: will only be responsible for matters relating to the allocation and/or use of Reward Points and generally for elements related to the ALL loyalty programme.
- The Partner: will be responsible for ensuring the access and use of:
  - i) the ALL Mobility Platform to Users
  - ii) its booking and payment services for mobility services
- The Fleet is responsible for providing the mobility service booked by the User.

**6- Customer complaints**

Where applicable, the User may make any complaint by contacting Accor or the Partner or the Fleet in the following cases and using the following contact details:

Reason for contact	Entity to be contacted	Contact
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<p>For any questions or complaints relating to the ALL Mobility platform:</p> <ul style="list-style-type: none"> <li>- The use of the platform, the services offered there and the methods of payment available,</li> <li>- A request for assistance to book, modify or cancel a journey booked via the platform,</li> <li>- Question concerning a journey booked via the platform,</li> <li>- Access to details and follow-up of booked journeys via the platform,</li> <li>- A question/complaint after a journey has been booked via the platform,</li> <li>- A question about a fleet or the way to contact a fleet</li> </ul>	<p>The Partner's customer service managing the ALL Mobility platform or the Fleet</p>	<p><a href="https://all-mobility.accor.com/?traveller-locale=en-US">https://all-mobility.accor.com/?traveller-locale=en-US</a></p>
<p>For any question or complaint relating to:</p> <ul style="list-style-type: none"> <li>- The driver's location at the time of the transfer</li> <li>- An object forgotten in a taxi or passenger car with driver</li> </ul>	<p>Vehicle driver</p>	<p>Details provided at the time the driver is assigned, via the link sent by SMS or on the journey tracking page</p>
<p>For any question or complaint relating to the granting of Member benefits in connection with the use of the ALL Mobility platform:</p> <ul style="list-style-type: none"> <li>- Access to the ALL Mobility platform via the login and password of the member's ALL account,</li> <li>- The crediting of Reward Points following the completion of a journey booked via the platform,</li> </ul>	<p>ALL Customer Service</p>	<p><a href="https://help.accor.com/s/?language=en_US">https://help.accor.com/s/?language=en_US</a></p>

<ul style="list-style-type: none"> <li>- The use of the Reward Points for payment of a journey booked via the platform,</li> <li>- Modification of the member's personal data on his ALL account,</li> <li>- Any request for information or assistance concerning the loyalty programme (excluding ALL Mobility platform) and/or Accor products</li> </ul>		
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## **7- Languages**

These Special Terms and Conditions of the ALL Mobility platform are available in several languages. The French language is the original version and shall prevail over any other translation in the event of any dispute, litigation, difficulty of interpretation or execution of these terms and conditions and more generally concerning the existing relations between the parties.

## **8- Invalidity**

If one or more provisions of these Special Terms and Conditions are held to be invalid or declared as such pursuant to a law, a regulation or following a final decision of a competent court, the other provisions shall retain their full force and scope.

## **9- Governing law and litigation**

The Special Terms and Conditions are governed by French law, without prejudice to any mandatory protective provisions that may be applicable in the consumer's country of residence.

The User is informed by ACCOR of the possibility of recourse, in the event of a dispute relating to these Special Terms and Conditions, to a conventional mediation procedure or any other alternative method of settling disputes, under the conditions provided for in Part I of Book VI of the French Consumer Code.

After having referred the matter to the customer service department in an attempt to resolve the dispute amicably, and in the event of a negative response or the absence of a response within sixty (60) days from the date of referral, the User may refer the matter to the Tourism and Travel Ombudsman - BP 80303 - 75823 Paris Cedex 17.

The Ombudsman's contact details are available at the following link: Methods of referral and contact details of the Tourism and Travel Ombudsman present on the website [www.mtv.travel](http://www.mtv.travel)

The referral to the Ombudsman can be made within a period of twelve (12) months after the first complaint.

The Ombudsman's referral form can be found at the following link: Referral form to the Tourism and Travel Ombudsman.

ACCOR also informs the Customer of the existence of a European Online Dispute Resolution ("RLL") platform to which he may have recourse. The Customer can access it from the following link: <https://ec.europa.eu/consumers/odr/>.