

Special Terms and Conditions of Use of the Member's Space

RECITALS

These special terms and conditions of use of the Member's Space supplement the 'Legal Information' on the clubmed.com.hk website.

ARTICLE 1: DEFINITIONS

Club Med®: the editor of the Website whose information is available by clicking on the 'Legal Information' link at the bottom of the Website.

Account: a Member's individual account in the Member Space created in accordance with the provisions set forth in Article 4 hereof, which enables the Member to access the Member's Space.

Terms and Conditions of Use: these special terms and conditions of use of the Member's Space

Content: all content of the Member's Space comprising, *inter alia*, articles, photographs, videos, music, brands, functionalities, data and software, including downloadable elements.

Personal Data: the personal information which the Member provided to Club Med® and which is defined and used in accordance with the provisions set forth in Article 9 hereof.

Member's Space: the service described in Article 3.1 hereof which is accessible by Members, including the Services.

Member: an Accountholder

Services: the various services described in Article 3.2 hereof which are accessible by Members in the Member's Space.

Website: the Internet site which is accessible at the web address: www.clubmed.com.hk and includes the Member's Space.

User: the G.M® or Club Med® prospective customer who uses the Website.

ARTICLE 2: PURPOSE

The purpose of the Terms and Conditions of Use is to define the terms and conditions of access and use of the Member's Space.

When the Member creates an Account, he/she must expressly accept the Terms and Conditions of Use by ticking the appropriate box. The Member will only be able to use the Member's Space and sign up for a Service after first expressly accepting the Terms and Conditions of Use.

ARTICLE 3: DESCRIPTION OF THE MEMBER'S SPACE AND THE SERVICES

3.1. Member's Space

The Member's Space provides its Members with high added value functions and Services in order to help them prepare their next holiday as well as possible, share their experience regarding a product and

maintain privileged relations with Club Med. A username and a password specific to each Member are required to access this Member's Space.

3.2 Services

The Member's Space offers Services to Members, subject to prior booking, in order to optimise the preparation of their next holiday, including for example the Easy arrival service. These Services may be subject to special terms and conditions of use which the Member must accept in order to benefit from said Services.

ARTICLE 4: ACCESS PROCEDURE

4.1. Terms and Conditions of Access

4.1.1 Technical Terms and Conditions

The Member's Space is solely accessible by Internet. To this end, the Member must have:

- a computer or mobile device
- an Internet browser with a Javascript interpreter
- In addition, his/her browser must be configured to accept cookies (cf. Article 9);

4.1.2 Acceptance of the Terms and Conditions of Use

When the Member creates an Account, he/she must expressly accept the Terms and Conditions of Use by ticking the appropriate box or using the appropriate button. The Member consequently undertakes to closely read these Terms and Conditions of Use before using the Member's Space and to regularly refer thereto on each connection in order to be familiar with the most recent version of the Terms and Conditions of Use. The Member's access or use of the Member's Space will constitute acceptance thereby of these Terms and Conditions of Use. If the Member does not accept all or part of the provisions of these Terms and Conditions of Use, he/she must refrain from using the Member's Space.

4.2. Account Creation

4.2.1 Voluntary Creation of an Account on the Website

When the feature is activated, the User can create his/her Account by clicking on the appropriate link on the Website.

The User must then:

- 1) Identify him/herself as a G.M® or prospective customer
- 2) Complete a form with his/ her personal details
- 3) Choose his/her password
- 4) Accept the Terms and Conditions of Use
- 5) Click the activation link in the account creation confirmation email

Confirmation of the information entered by the Member will mark the end of the Account creation stage.

4.2.2. Simplified Creation of an Account for a G.M®

Following a booking, a provisional booking request or foreign currency request, the sales agent will propose to the G.M® to access his/her Member's Space. The G.M® will receive an e-mail stating his/her username and a default password to enable him/her to activate his/her Member's Space if he/she so wishes.

In order to activate his/her Member's Space, the G.M® can access the account activation form by clicking on the 'Member Area' link contained in the e-mail received.

The G.M® must then:

- 1) Log in with his/her email address or GM Number, together with the provided password
 - 2) Accept these General Terms and Conditions of Use
- Confirmation of all of these elements by the G.M® will mark the end of the Account creation stage.

4.2.3. Choice of username and password to access the Member's Space

When the Member creates his/her Account, he/she chooses his/her password which must be **comprised of alphanumeric characters**. The username corresponds to the e-mail address of the Member or the customer number of the G.M®.

This username and password, which are personal to each Member, enable the Member to access the Member's Space and the various functionalities thereof and manage his/her Account.

4.3 Accessing the Member's Space

The Member can access his/her Member's Space from the home page of the www.clubmed.com.hk website by clicking on the heading 'Member's Space'. The Member must then identify him/herself by entering his/her username and password. The Member will subsequently be authenticated by Club Med®, and can accordingly access the home page of the Member's Space and all of the various functionalities.

The Member can simplify his/her access to the Member's Space and allow his/her computer to save his/her username and password for future connections by clicking on 'Remember Me'. The Member will subsequently be authenticated by Club Med® for all future connections to the Member's Space.

4.4 Forgotten password for the Member's Space

In the event where the Member forgets the password for the Member's Space, he/she can reset said password by selecting the "Forgotten Password" link in the registration insert in the Member's Space, then enter his surname, first name and e-mail address recorded when creating the Member's Space.

Club Med will subsequently send an e-mail to the Member, which will contain a link that allows the user to choose a new password

4.5 Disconnection from the Member's Space

If a session in the Member's Space is open on a public computer, the Member must close the session before leaving this computer by clicking on the disconnection button. Failing which, the Member will remain authenticated in the Member's Space and his/her session will remain open.

ARTICLE 5: MEMBER'S UNDERTAKINGS AND LIABILITY

5.1 The Member undertakes to refrain from hindering the smooth running of the Member's Space in any way whatsoever, or to transmit any element that may contain a virus or another element that may damage, intercept or interfere with all or part of the www.clubmed.com.hk website.

5.2 The Member will be solely liable for the consequences which may arise from them the disclosure of his/her username and password, the information required to create his/her Account and consult and use the Member's Space, and finally action which is carried out on his/her Account and/or with his/her password. Therefore, Club Med® will not be held liable in any circumstances for any use by a third party. The Member undertakes to maintain the confidentiality of his/her username and password for the Member's Space.

The Member acknowledges that providing accurate information to create the Account and sign up for services is necessary for the effective provision of the Member's Space and the Services. The Member will be solely and exclusively liable for the information which he/she provides when creating his/her Account, consulting the Member's Space and using the Services and, in particular, correctly entering said information. In this respect, he/she undertakes to provide up-to-date, exhaustive and accurate information regarding him/herself when creating his/her Account and consulting the Member's Space.

ARTICLE 6: WARRANTY – LIABILITY

6.1 The information contained in the Member's Space is accessible 24 hours a day, 7 days a week. Nevertheless, testing and maintenance procedures and operations, as well as work required in the event of a failure, may be carried out by Club Med® at any time. In the event of downtime in the service, Club Med® undertakes to inform the Member thereof on the Member's Space home page or during the connection thereto. Club Med® disclaims all liability in this respect.

6.2 Hypertext links featuring on the Member's Space pages may direct users to other websites, including *inter alia* partners of Club Med®. The editors will be solely liable for the content of said websites. Therefore, Club Med® disclaims all liability in relation to the content of these websites (available information, products, services) or non-performance of partial performance of the editor's obligations.

ARTICLE 7: PROPERTY

The Member's Space and the Content thereof is the property of Club Med® and/or its licensors.

Therefore, the Member undertakes to observe their rights and to refrain from reproducing or distributing, all or part of the Content or using the Member's Space, the functionalities and services thereof, without the prior permission of Club Med® set forth in writing or outside of the specific use granted thereto, including *inter alia* by the Terms and Conditions of Use.

ARTICLE 8: FINANCIAL PROVISIONS

The Member's Space is made available to Members at no charge. The Member is liable for the cost of the Internet access from his/her computer (communication and Internet access provider).

ARTICLE 9: PERSONAL DATA – COOKIES

9.1 Personal Data

9.1.1 Definition

In the scope hereof, Personal Data will mean the information which the Member provided to Club Med® when he/she created his/her Account or at a later date when he/she signed up for Services and information mainly on technical matters collected by Club Med® when he/she uses the Member's Space, for example, traffic data (connection and disconnection to the Member's Space, etc.).

9.1.2 Data Processing

The Personal Data Processing Manager is Club Med® which uses said personal data in accordance with laws and regulations in force in order to provide the Member's Space, any Services requested by the Member, improve and optimise the quality thereof, analyse the Member's Space's audience in an anonymous manner, provide the Member with information on the Member's Space and, if the Member

grants his/her express consent, commercial offers which may be of interest to him/her as well as for security purposes.

For these purposes, the Member accepts that his/her Personal Data be stored, processed and transferred by Club Med® and its subcontractors, which may only have access thereto to carry out certain necessary functions to provide and maintain the services in the Member's Space, including any Services requested by the Member in strict compliance with his/her data protection rights.

In accordance with Article 32 of the French Data Protection Act of 6 January 1978, the information required by Club Med® and its partners to provide the Member's Space and perform the Services requested by the Member, are indicated by an asterisk on the Website pages.

Data collected in the Member's Space and stored by Club Med® in its computer system may be forwarded to internal departments at Club Med®, which act jointly on behalf of several group entities and third parties.

9.1.3 Member's Rights

In accordance with the French Data Protection Act of 6 January 1978, as amended, the Member is entitled to access, modify and delete his/her personal data and oppose the processing of said data on legitimate grounds, which he/she may exercise at any time by sending a letter by post to: Club Méditerranée, Customer Relations Department, Unit B, 26F, Fortis Tower, Wanchai, Hong Kong and providing proof of his/her identity (copy of the front and back of his/her identity card or passport).

9.1.4 Personal Data of the G.M®

The G.M® Member must refer to the provisions laid down under the heading 'Personal Data – Confidentiality' of the Trident General Terms and Conditions of Sale for information on use of his/her personal data.

ARTICLE 10: MISCELLANEOUS PROVISIONS

10.1 Amendment of the General Terms and Conditions of Use

Insofar as the Member's Space and the Content may be amended from time to time and it is necessary to protect, *inter alia*, copyright and consumers' rights of use, Club Med® may amend at any time the Terms and Conditions of Use or suspend or interrupt access to certain Services or Content, without this amending the nature of the service provided as a whole.

Any amendment of the Terms and Conditions of Use will be notified to the Member, including *inter alia* in the Member's Space and will be effective as from publication thereof in the Customer Area. The Member's continuing use of the Member's Space after publication of the new version of the Terms and Conditions of Use will constitute acceptance of this new version.

10.2 Governing Law – Dispute Resolution

The Terms and Conditions of Use will be governed by French law.

In the event of a dispute relating to the interpretation or the performance of one of the provisions thereof and, in the absence of an amicable resolution by the parties, the legal rules relating to attribution of jurisdiction will apply except in the case of DISPUTES RELATING TO PERSONS WHO HAVE ENTERED INTO A CONTRACT IN THE CAPACITY AS MERCHANT FOR WHICH THE PARIS COURTS WILL HAVE EXCLUSIVE JURISDICTION.