



## MYCAMPING PACK

It is previously stated that Secure Direct TO – limited liability company with €200,000 capital, with the registered number 830 437 216, whose head office is at 10 place Alphonse Jourdain, Toulouse, France – (hereinafter « SDTO ») owns the booking portal Mycamping.com, on <https://www.mycamping.com> (hereinafter « the Website »). Mycamping offers a contract (hereinafter « the Contract ») to establishments from the tourist industry (hereinafter « the Establishments »).

This contract enables Establishments to benefit from marketing services (hereinafter « the Services ») including referencing and reservation on the Website but also on the affiliate websites from Mycamping's affiliates network (hereinafter « the Affiliate portals »), in order to offer potential clients browsing said booking portals (hereinafter « the Clients ») pitches and/or hard rentals. It is agreed that the Website features the SecureHoliday system (hereinafter « SecureHoliday ») provided by CTOUTVERT, which is its unique owner.

## Establishment information

NAME\*: .....

ADDRESS\*: .....

SIGNATORY PERSON\*: .....

VAT NUMBER\*: .....

COMPANY NAME\*: .....

INVOICING ADDRESS\*: .....

\*compulsory

I acknowledge that I have read the conditions of this Contract and have accepted its terms.

Date:

Establishment signature:

## **Article 1 - Purpose**

This agreement establishes the contractual relationship between the Establishment and SDTO, as well as the Parties' rights and obligations within the Service provided via the Website.

## **Article 2 – Loyalty**

It is expressly understood that SDTO will respect, within the framework of this Contract, commitments of loyalty vis-à-vis the Establishment and the commercial practices of SDTO related to the Service.

As such, SDTO:

- Will not call on an advertising network which would buy the name of the Establishment to increase referencing
- Acknowledges and accepts that the right of communication with the Client is shared by the Establishment and SDTO
- Acknowledges and accepts that the General Conditions of Sale which apply to the Client are the Establishment's
- Signs and makes the same commitments as those present in the French Charter published by the National Federation of the Tourist Industry

## **Article 3 – Terms of Service and Commission**

### **3.1 General terms and conditions - Referencing and reservation on the Website and on the Affiliate Portals**

The Service allows referencing of the Establishment on the Website as well as on the Affiliate Portals of the Mycamping affiliate network, managed and administered by SDTO for the Website, and by the Mycamping Affiliate Portals for their respective sites. Thus, Clients can access the Establishment's pitches and rental accommodation offers and make their reservations on the Website or on the Affiliate Portals.

In this context, SDTO and the Affiliate Portals act in the name and on behalf of the Establishment for their respective booking portals.

The Client pays the Establishment directly according to the Establishment's general conditions of sale and means of payment it offers.

In addition, the Website is accessible in several language versions: FR, EN, DE, NL.

By default, the Establishment signing this contract is referenced on all language versions of the Website as well as on all Affiliate Portals. However, the Establishment has the possibility of modulating its referencing choices on the different language versions of the Website and on all the Affiliate Portals under the conditions detailed in Article 3.2.

It is expressly understood that the Establishment having subscribed to the present agreement will not be referenced nor bookable by default on an Affiliate Portal which would present higher commission rates than those charged by the Website and described in article 3.3. The Establishment may nevertheless activate referencing on the Affiliate Portal if it so wishes under the conditions detailed in Article 3.2.

The Website and the Affiliate Portals can use the Secureholiday system which allows Establishments to directly manage online offers (hereinafter the "Interface"). On the date of signature of the Contract, SDTO uses the SecureHoliday system owned by company Ctoutvert.

### **3.2 – Distribution Console / Activation of distribution channels via Secureholiday**

The SecureHoliday system includes access to a SecureHoliday interface that enables the Establishment, in particular, to provide the information necessary for referencing and bookability. This SecureHoliday interface includes a distribution console through which the Establishment has access to the various distribution channels, i.e., the distribution of its offers on the Website and its different versions as well as the Affiliate Portals. In this context, the Establishment may, freely and independently, open or close these channels and acknowledge the associated commission rates.

### **3.3 Commission rate**

The commission rates charged by the Website are 10% in high season, and 15% in low season.

The commission rates of the Affiliate Portals are likely to vary but show at any time on the Establishment's SecureHoliday interface.

High season includes all booked stays with an arrival date between July 1 and August 31. Any stay booked whose arrival date is not included in the period previously referred to is part of the low season.

Commission is calculated on the basis of the complete number of online reservations made on the Website, including all extras and options added to the main reservation, reservation fees, VAT, excluding taxes / local taxes, cancellation insurance costs.

In the event of cancellation, the commission is calculated on the basis of the amount that the Establishment has actually received, including any cancellation or insurance costs. Then, the Establishment must indicate to SDTO the exact amount linked to the reservation it received from the Client or a third party, in order to adjust the commission.

## **Article 4 – Obligations of the Parties**

### **4.1 – The Establishment's Obligations**

The Establishment commits to providing and updating all the information necessary for referencing and display of its Establishment on the Website, including all information necessary to book stays, as well as all relevant information relating to invoicing, in good time, via its Interface. As such, the Establishment guarantees SDTO and CTOUTVERT of the veracity and conformity of the information provided via its Interface. The Establishment is sole responsible for the content entered and saved in its Interface, in particular errors and/or inaccurate information provided to SDTO.

Information relating to reservations for the new season, including availability and prices, must be filled in no later than November 1st preceding the new season. Establishments newly affiliated during the season must do so without delay.

The Establishment commits not to charge the Client, via the Website, for costs other than those charged in a reservation made off the Website.

The Establishment expressly and freely authorizes SDTO to use all the information saved in its Interface as part of the referencing process and display of its Establishment on the Website. The Establishment guarantees SDTO that it holds all the rights necessary to exercise its activity and that it has, as such, a compliant insurance, the supporting documents of which are made available to SDTO on simple request.

#### **4.2 – SDTO’s Obligations**

SDTO commits to providing the Service in accordance with the law, and as part of an obligation of means.

SDTO commits not to adopt the practices referred to in Article 2 and, in general, not to adopt unfair practices vis-à-vis the Establishment.

SDTO will not be liable for any damage caused to the Client or to a third party, due to the Establishment.

### **Article 5 – Nature of reservations and processing time for reservation requests**

#### **7.1 Nature of reservations**

Reservations by the Client may lead to immediate and automatic acceptance by the Establishment (firm reservation), or to a pre-reservation subject to validation by the Establishment.

Firm reservations enable the Establishment to have better visibility on the Website.

#### **5.2 Request processing time**

A reservation request must be processed by the Establishment within 48 hours.

In the event of a firm reservation, the reservation is then firm, it is automatically accepted and the Establishment cannot refuse it.

### **Article 6 - Invoicing and payment terms**

#### **6.1 Invoicing terms**

SDTO or the company it has appointed sends the Establishment an intermediate invoice equal to 80% of the commission due, in euros, every month.

SDTO reserves the right to postpone invoicing to the following month if it considers that the amount is insufficient to justify invoicing. Any additional agreement concerning the commission can only be concluded by means of an amendment to this Contract.

#### **6.2 Reconciliation**

SDTO starts a reconciliation phase every year from October 1st, until October 31st.

During this phase, the Establishment has the possibility of indicating to SDTO any element likely to vary the basis of calculation for the final invoicing.

At the end of this phase, SDTO will invoice the Establishment the remaining amount due in the form of a final invoice or, if applicable, will issue a credit note.

Any complaint from the Establishment made outside the reconciliation phase cannot be taken into account.

#### **6.3 Payment terms**

The deadline for payment of invoices, intermediate or final, is 30 days. Payment must be made by bank transfer.

Any late payment of invoices will result in suspension of the Service by SDTO and to an additional invoice of 30 Euros for the restoration of the Service.

### **Article 7 – Duration and modification**

The contract is concluded for a period of 1 year from its signature by the Parties, tacitly renewable for the same period. Any modification of this contract will give rise to the establishment of an amendment brought to the attention of the Establishment.

### **Article 8 - Suspension and termination of the Contract**

The Parties may terminate the Contract at any time by giving three months written notice, sent by registered mail with acknowledgment of receipt, sent to SDTO if the Establishment takes the initiative.

In this case, the Establishment is required to pay the commission on reservations made up to the effective date of termination of the Contract. The Establishment may interrupt the collaboration at any time for a period that it can set itself. The Establishment must inform SDTO in writing at least one month in advance and must indicate for which period the collaboration is suspended.

SDTO can freely decide, without having to justify its decision and with immediate effect, to withdraw the Establishment from the Site, temporarily or definitively, without being liable for any compensation towards the Establishment in cases where, without exhaustiveness:

- the Establishment has not met its payment obligations to SDTO within the time limit provided for this purpose;
- the Establishment has not, through its Interface, updated the information referred to in Article 4.1 or has not done so in good time;
- the Clients’ reservations are repeatedly refused, in the event of a problem with accepting reservations, or in the event of suspicion of fraudulent acts by the Establishment;
- one or more Client(s) has / have one/several founded complaint(s) linked to the Establishment;
- the Establishment is subject to legal proceedings, particularly in the event of bankruptcy, or when the Establishment ceases to exist.

In the event of a change of Establishment owner, it must then transfer this Contract to the new owner, including all of the current and future obligations of the Establishment, contained in this Contract. The Establishment guarantees that the new owner is properly informed about the terms of this Contract and its obligations.

### **Article 9 – Personal Data**

In this framework, SDTO has the status of subcontractor and the Partner is the data controller.

The purpose of these clauses is to define the conditions under which the subcontractor undertakes to carry out the personal data processing operations defined below on behalf of the data controller.

- **Description of the processing subject of the subcontracting**

The subcontractor is authorized to process, the personal data necessary to provide the following service(s) on behalf of the data controller and on the legal basis of the legitimate interest and of this contract : technical link and data transmission of partner establishments of the data controller, relating to holiday offers and stocks they make available via the subcontractor's SecureHoliday system, as well as reservation data related to consumers who have reserved via the site of the data controller.

The nature of the operations carried out on the data is the collection, provision of data, recording, organization, conservation, communication by transmission, dissemination or any other form of provision, erasure or destruction.

The purpose of the processing is to collect and process the information transmitted by the Establishments, and to manage the reservations made via the portal of the controller.

The personal data processed are:

Concerning the Establishments, the data they transmit via SecureHoliday are as follows: Name, address and gps location of their Establishment, the INSEE code, the e-mail address of their Establishment, the address of the Establishment's website, as well as photographs of the Establishment.

Concerning consumers booking a stay: last name, first name, date of birth, address, postal code, city, country, telephone, e-mail.

The categories of data subjects are: partner establishments and consumers who have booked stays online via the site of the data controller.

- **Obligations of the subcontractor vis-à-vis the data controller**

The subcontractor commits to:

1. processing the data only for the sole purpose (s) which is / are the subject of the subcontracting
2. processing the data in accordance with the instructions of the controller.
3. guaranteeing the confidentiality of personal data processed under this contract
4. ensuring that the persons authorized to process personal data under this contract:
  - commit to respecting confidentiality or are subject to an appropriate legal obligation of confidentiality
  - receive the necessary training in personal data protection
5. taking into account, regarding its tools, products, applications or services, the principles of data protection by design and data protection by default.

- **Subcontracting**

The processor may use another processor (hereinafter, "the subsequent processor") to carry out specific processing activities. In this case, he shall inform the data controller in advance and in writing of any planned change concerning the addition or replacement of other subcontractors. This information must clearly indicate the subcontracted processing activities, the identity and contact details of the subcontractor and the dates of the subcontract. The data controller has a minimum period of 15 days from the date of receipt of this information to present his objections. This subcontracting can only be carried out if the data controller has not objected within the agreed period.

The subsequent processor is required to comply with the obligations of this contract on behalf of and according to the instructions of the controller. It is up to the initial processor to ensure that the subsequent processor presents the same sufficient guarantees as to the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the European law on data protection. If the subsequent processor does not fulfil its data protection obligations, the initial processor remains fully responsible to the controller for the performance by the other processor of its obligations.

- **Right of information of the persons concerned**

It is the responsibility of the data controller to provide the information to the persons concerned by the processing operations at the time of data collection.

- **Exercise of personal rights**

The subcontractor must help the controller as much as possible to fulfil his obligation to respond to requests for the exercise of the rights of data subjects: right of access, rectification, erasure and opposition, right to restriction of processing, right to data portability, right not to be the subject of an individual automated decision (including profiling).

When the data subjects make requests to the processor to exercise their rights, the processor must send these requests to the data controller upon receipt by email.

- **Notification of personal data breaches**

The subcontractor notifies the data controller of any personal data breach by e-mail and by telephone within a maximum of 24 hours after becoming aware of it. This notification is accompanied by any useful documentation to allow the controller, if necessary, to notify this violation to the competent supervisory authority.

Help from the subcontractor in the context of compliance by the data controller with its obligations.

The processor assists the controller in carrying out data protection impact assessments.

The processor helps the controller to carry out the prior consultation of the supervisory authority.

- **Security measures**

The subcontractor commits to implementing the security measures and the means to guarantee the protection, confidentiality, integrity, availability and constant resilience of the processing systems and services;

If not, the subcontractor will assume full responsibility and will guarantee the data controller against any recourse in this regard.

- **Data fate**

At the end of the provision of services relating to the processing of this data, the processor undertakes to destroy all personal data or to return the personal data to the processor designated by the controller.

The return must be accompanied by the destruction of all existing copies in the information systems of the subcontractor. Once destroyed, the subcontractor must justify the destruction in writing.

- **Data protection officer**

The processor communicates to the controller the name and contact details of his data protection officer, if he has appointed one in accordance with Article 37 of the European Law on Data Protection.

Register of processing activity categories

The subcontractor declares to keep in writing a register of all categories of processing activities carried out on behalf of the controller in accordance with the requirements of the regulations in force.

- **Documentation**

The processor provides the data controller with the necessary documentation to demonstrate compliance with all its obligations and to allow audits, including inspections, to be carried out by the controller or another auditor that it has mandated, and contribute to these audits.

- **Obligations of the controller vis-à-vis the processor**

The controller commits to ensuring, beforehand and throughout the duration of the processing, the subcontractor complies with the obligations of the European law on data protection.

## **Article 10 – Liability**

Each Party will be responsible to the other according to the rules of common law. As such, each Party commits to compensating the other for any direct damage it may suffer under the Contract.

## **Article 11 - Intellectual property**

The word mark and the figurative mark "Mycamping" are the exclusive property of SDTO.

The Establishment refrains to use the word mark or the figurative mark "Mycamping" in any way and/or to use it and/or to deposit a mark in which the word "Mycamping" appears in any way.

In addition, SDTO grants the Establishment a simple sub-license for temporary and non-exclusive use on the SecureHoliday system owned by CTOUTVERT. This license is granted solely for the use permitted by this Contract and is valid both for the version accessible at the signing of the Agreement and for any subsequent version provided, for the entire world and for the duration of the Contract.

## **Article 12 - Jurisdiction and applicable law**

This contract and any related obligations are governed by French law. Any disputes that may arise in the interpretation or execution of this Contract will be submitted to the materially and territorially competent jurisdiction.