

GENERAL CONDITIONS OF SALE STUDENT CONCIERGE CLUB

Between AD & SU Advice and Support for Higher Education, SASU registered in the PARIS Trade and Companies Register, under the number RCS 847 947 371 to the share capital of €1000, whose headquarter is located 78 rue de l'abbé Groult 75015, represented by Ms. Dominique HOUDAYER in her quality of duly empowered President for the purposes hereof,

The Company can be contacted by email at support@studentconciergeclub.com

Hereinafter the "Club" or the "Company"

On the one hand,

And the natural or legal person proceeding to the purchase of products or services of the Company,

Hereafter, "the Purchaser", "the Customer", or "the Member"

On the other hand.

It was stated and agreed as follows:

Article 1: General Provisions

These General Terms and Conditions, (hereinafter referred to as "GTC"), constitute the agreement governing during its term, the relationship between the Club and the Member in connection with the sale of provision of services. Any order placed by the Member with the Club implies the full and complete adherence of the Member to these GTC. The fact that the Club does not implement any clause established in its favour in these GTC may not be construed as a waiver on its part to avail itself of it.

The Club reserves the right to modify the present GTC, at any time, by the publication of a new version on its Website. The applicable GTC are those in force on the date of payment of the order. These GTC can be consulted on the Company's Website at the following address: www.studentconciergeclub.com.

The Club also ensures that their acceptance is clear and unconditional by setting up a check box and a click of validation. The customer declares to have read all of these GTC, and to accept them without restriction or reservation.

The Member acknowledges that he or she has benefited from the necessary advice and information in order to ensure the adequacy of the offer to his or her needs.

The Member declares to be able to legally contract under French laws or that he or she validly represents the natural or legal person for whom he or she undertakes.

Article 2: Nature and description of the services

The Club accompanies the Members according to the services formula chosen in their administrative procedures and according to the following modalities:

The Club offers access, via a personal space, to various services to its Members, marketed through its website www.studentconciiergeclub.com (hereinafter the "Website").

The activity of the Club aims to offer, in exchange of the payment of a membership package of 6 or 12 months on the date of subscription to its services:

Access to an international community through a Private Club called "SC CLUB" to access events and benefit from privileged offers to which the Member may subscribe and which will be the subject of a separate and detailed pricing provided by the Club's partner(s).

A high-end student concierge service for Members preparing to come and coming to study in France, in order to facilitate all their administrative procedures (accommodation, banking, insurance, rental guarantee, residence card, smartphone subscription, Digital Concierge).

The paid services that the Club provides to the Members according to the formula chosen FIRST, PREMIUM 6 months or PREMIUM 12 months includes or excludes:

- access to the online platform www.studentconciiergeclub.com
- assistance in the context of administrative procedures (accommodation, banking, insurance, rental guarantee, residence card, smartphone subscriptions, Digital Concierge) via the daily provision of a dedicated "personal assistant" (third party coach) partner of the Club,
- access to the services and platforms of the Club's third-party partners,
- access to the "SC CLUB" private circle and its events,
- the benefit of the Multirisks Home insurance as provided by its corresponding banking partner, the financial assumption of the rental guarantee costs as provided by its corresponding partner, the financial support of a telephone subscription (voice and DATA according to specific conditions) for 12 months as provided by its corresponding partner, including the provision of a smartphone as provided by the corresponding partner, and finally the financial support of the annual subscription for the provision, download and the use of the services of the English-language Digital Concierge student Concierge Club via its corresponding partner.

[Article 3: Prices](#)

The prices of services sold through the Website are indicated in euros all taxes included and precisely determined on the service description page. They are also indicated in euros all taxes included (VAT + other applicable taxes) on the order page of the services, and excluding the specific costs mentioned on the description of the packs sold.

The Club reserves the right to modify its prices at any time for the future and to make changes to the GTC and inform its Members; being specified that the prices applicable at the time of an order remain applicable during the execution of this order.

[Article 4: Renewal of memberships](#)

15 (fifteen) days before the end (anniversary date of the contract 6 (six) or 12 (twelve) months) of the 1st subscription, the Member will be invited by email to specify to the Club if he or she continues his or her membership for 6 (six) or 12 (12) additional months.

The 1st membership already includes the entry fees as well as the services related to the chosen formula. It will be then asked to the Member only the payment of the renewal of his adhesion for 6 (six) or 12 (twelve) months which corresponds to an amount equivalent to the entry fees of the corresponding chosen formula.

Any additional services such as maintaining the Digital Concierge for 6 (six) or 12 (twelve) additional months, renewing the residence card and any other specific requests from their personal assistant will be the subject of a quotation and separate billing.

Article 5: Terms of payment and execution of the services

The Member must follow a series of steps in order to fulfill his or her order, including, without being limiting to, accepting these GSCs electronically, but also:

☑ Information on the essential characteristics of the chosen Package;

ü Indication of the essential contact details of the Member (identification, email, address...);

☑ Acceptance of these GTC;

☑ Verification of the elements of his or her adhesion (double click formality) and, if necessary, correction of errors. Before confirming, the Member has the possibility to verify the details of his or her membership, the price, and to correct any errors, or cancel his or her membership.

The confirmation of membership will result in a formal contract between the Club and the Member. The Customer will receive confirmation by email of the payment of his or her membership, as well as an acknowledgement of receipt confirming the order. He or she will receive a PDF copy of these general terms and conditions.

During the adhesion process, the Member will have the possibility to identify potential errors in the data entry and correct them. The contract may be concluded in French or English depending on the language selected at the time of the adhesion.

The Club reserves the right to refuse membership in its sole discretion, as for instance, and in a non-exhaustive manner, for any abnormal request, made in bad faith or for any legitimate reason.

The payment of the chosen package is due immediately at the time of the order. The Customer will only be able to make the payment by credit or debit card. Any other method of payment must be subject to a specific prior request from info@studentconciiergeclub.fr

Debit or credit cards issued by banks domiciled outside France must be international bank cards (MasterCard or Visa). Secure online payment by credit or debit card is made by our payment provider STRIPE or by ALIPAY. The transmitted information is encrypted and cannot be read during transport on the OVH network. Once the payment has been initiated by the Member, the transaction is immediately debited after the information is verified. By communicating his or her banking information during the purchase, the Member authorizes the Club to debit his or her card of the amount corresponding to the indicated price. The Member confirms that he or she is the legal holder of the card to be debited and that he or she is legally entitled to use it. In case of error, or inability to debit the card, the membership is immediately resolved as of right and the order cancelled.

The payment of the service(s) not included in the Package, or in addition to the renewal, will be subject of a preliminary estimate which must then be signed by the Member. He or she will have 14 (fourteen) days to withdraw or confirm his or her order and proceed to the payment by bank transfer to the order of the STUDENT CONCIERGE CLUB.

A period of 48 working hours will be necessary for any third party partner of the Club to start the process of an **additional** service save the express request of the Member and its degree of emergency, subject to the availability of the partner of the Club.

Unless proven otherwise, the information recorded by the Club constitutes proof of all transactions.

Article 6: Liability of the Club

The Member undertakes to make available to the provider within the agreed deadlines, all the information and documents necessary for the good realization of the service and to the good understanding of the problems encountered.

The liability of the provider may not be incurred for:

- an error caused by a lack of information or incorrect information provided by the Member;
- a delay caused by the Member who would lead to the impossibility of meeting the deadlines agreed or prescribed by law.

The Club, working with third party providers (Bank, telephony provider, Digital Concierge, accommodation, rental guarantee), will not be held responsible for the defects in services of the providers.

Article 7: Force majeure

No party shall be considered to be failing in the performance of its obligations and shall be liable if such obligation is temporarily or definitively affected by a force majeure cause or event. As such, force majeure means any external event, unpredictable and irresistible within the meaning of article 1218 of the civil code, independent of its will and which escapes its control, such as, for example, without being limited to: natural disasters, government restrictions, social disorders and riots, wars, malevolence, sinister on the premises of the provider, interruptions in EDF service exceeding two (2) days, failure of computer equipment, long term absence (accident or sickness).

Within five (5) working days of the occurrence of such an event, the defaulting party due to force majeure undertakes to promptly notify the other party by email and registered letter with acknowledgement of receipt and to provide proof of it. The defaulting party will make every effort to eliminate the causes of the delay and resume the fulfilment of its obligations as soon as the cause invoked has disappeared. However, if the cause of force majeure persists beyond a period of fifteen (15) working days from the date of receipt of the notification of the case of force majeure, each party shall have the right to terminate the agreement, without the granting of damages. Such termination shall take effect on the date of receipt by the other party of the letter of termination addressed by registered letter with acknowledgement of receipt. In the event that the agreement is terminated by the Member due to force majeure, the customer must pay to the provider all amounts owed until the date of cancellation.

Article 8: Obligations and confidentiality

The Club undertakes to:

- comply with the strictest confidentiality regarding the information provided by its Member, and designated as such,
- not disclose any information about the provision of services to its Members

- destroy any document provided by the Customer at the end of the services contract unless renewed in which case, the Member will be invited by email to confirm the extension of his or her membership and to choose the desired formula.

The adherent undertakes to: §

- respect the values of the Club (benevolence, sense of sharing, quality and exigency) and communicate his or her sponsorship code only to potential Member sharing the values mentioned above.
- Follow the instructions of his or her personal assistant and provide any documents necessary and duly certified or authenticated to the realization of his accompaniment.

Article 9: Withdrawal period

In accordance with the provisions of article L 221-18 of the consumer code, the Member has the right to withdraw without giving any reason, within fourteen (14) days on the date of receipt of his or her membership.

The right of withdrawal can be exercised by contacting the Club in the following way: email to support@studentconciergeclub and confirmed by registered letter and acknowledgment of receipt. In accordance with the legal provisions, you will find below the standard form of withdrawal to contact us at the following address: STUDENT CONCIERGE CLUB – 78 rue de l'abbé Groult 75015.

Reimbursement procedure: reimbursement will be made in accordance with the terms and conditions that have been agreed between the Member and the Club and within 8 working days of receipt of the registered letter of withdrawal with acknowledgment of receipt .

If, however, a fee had been incurred on behalf of the Member within 14 days between the time of adhesion and his or her retraction, these costs at euro/euro will be deducted from the amount of the membership to be reimbursed.

Article 10: Complaints and mediation

Where applicable, the Member may submit any claim by contacting the Club by email using the following contact support@studentconciergeclub.com.

As a reminder, the Club acts on behalf of the Member before the different partners with whom the Club has agreed to the provision of exclusive services which the Club makes available to the Member. The Member will contract in fine directly with his or her bank or with his or her lessor.

Any dispute between the Member and, without being limited to :

- his or her lessor for his or her dwelling
- his or her insurer
- his or her banker
- his or her telephone operator
- his or her Digital Concierge

May not be attributable to the Club but the Club will be able to assist and accompany the Member to facilitate relations with his or her disputed partners/providers.

Article 11: Intellectual property rights

Trademarks, domain names, products, software, images, videos, texts or more generally any information subject to intellectual property rights are and remain the exclusive property of the Club. No assignment of intellectual property rights is made through these GTC. Any total or partial reproduction, modification or use of these elements for any reason whatsoever is strictly forbidden.

Article 12: Protection of personal data

The Club attaches great importance to the respect of privacy and takes all necessary measures to ensure the confidentiality and security of the personal data of the Members.

In connection with the provision of the service(s), the Club collects personal data of the Members and in particular the following data:

- email address
- First name
- Last name
- Mailing address
- Date of birth
- Country
- Password
- Bank details

For this purpose, the processing the Members' data is recorded in an ad hoc register in application of the applicable legal provisions.

The Company collects and processes the personal data of the Members for the following purposes:

- provision of the product(s) on the Website;
- Order management;
- Management of returns, exercise of the right of withdrawal, payment, invoicing...;
- Information about the Club, the products and services, and the activities of the Club;
- Response to any questions/complaints from Members;
- Elaboration of statistics;
- Management of requests for access, rectification and opposition rights;
- Management of unpaid and litigation.

Data relating to the management of personal data of Members are kept for the duration strictly necessary for the completion of the purposes pursued.

The personal data of the Members are processed by the commercial service of the Club as well as by the partner companies and subcontractors of the Club.

The Club may also communicate personal data in order to cooperate with the administrative and judicial authorities.

The Club ensures that Members' personal data is appropriately and adequately secured and has taken the necessary precautions to preserve the security and confidentiality of the data and, in particular, to prevent it from being distorted, damaged or communicated to unauthorized persons.

Obligations of Members:

- Members acknowledge that the personal data disclosed by them are valid, current and adequate;
- Customers undertake not to infringe the privacy, image and protection of the personal data of any third party and thus not to communicate to the Club the data of third persons without their consent.

Pursuant to Decree n ° 2011-219 of 25 February 2011 on the conservation and communication of data allowing to identify any person who contributed to the creation of content posted online, the Member is informed that the host of the Website has the obligation to retain for a period of one year from the day of creation of the content, for each operation contributing to the creation of content:

- The login of the connection from which the communication was originated;
- The login assigned by the information system to the content, subject of the operation;
- The types of protocols used to connect to the service and for the transfer of content;
- The nature of the operation;
- The date and time of the operation;
- The login used by the author of the operation when he or she provided it.

In the event of termination of the contract or the closing of the account, the host must also keep for one year from the day of the termination of the contract or the closure of the account the information provided at the time of subscription of a contract (order) by the Member or when creating an account, namely:

- At the time of creation of the account: the login of this connection;
- The last name and first name or the social reason;
- The associated postal addresses;
- The pseudonyms used;
- The associated email or account addresses;
- Telephone numbers;
- The password as well as the data to verify or modify it, in their latest updated version.

Each computer connected to the Internet has an IP address. Once a Member navigates on the Website, the Company collects the IP address of the customer in order to analyse the traffic on the Website and to control the activity of the Member on the Website in order to ensure that he or she does not carry out acts likely to violate the GTC appearing on the Website.

Lastly, in accordance with the Data Protection Act of the 6th of January 1978, Customers have a right of access, rectification, deletion and a right of opposition on legitimate grounds to the processing of

their collected and processed information by contacting the Company directly at the following email address: [support@studentconciergeclub.com].

Article 13: Applicable law and Competent Jurisdiction

These GTC are governed by and construed in accordance with French law, without regard to the principles of conflict of laws.

In the event of a dispute arising out or in connection with the interpretation and/or execution of the GTC hereof or in relation to these GTC, the Member may decide to submit the dispute with the Club to a conventional mediation procedure or any other alternative dispute resolution procedure.

The Member can visit the European consumer dispute resolution platform set up by the European Commission at the following address and listing all the dispute resolution organisations in France: <https://webgate.ec.europa.eu/odr/>.

In the event of failure of this mediation procedure or if the Member wishes to litigate before a Court, the rules of the code of civil procedure shall apply.

Withdrawal Form

To the attention of :

I/we (*) notify you (*) hereby my/our (*) withdrawal from the contract relating to the sale of the service (*) below:

Ordered on (*)/received on (*):

Name of consumer(s):

Address of the consumer(s):

Signature of consumer(s) (only in case of notification of this form on paper):

Date:

(*) Scratch the useless mention.