

General Terms and Conditions of Sale of HPA Forest

PREAMBLE

In these General Terms and Conditions of Sale (GTCS), the words below shall have the following meaning:

- **Establishment:** natural or legal person offering service provisions for sale and reservation
- **Client/ Purchaser:** natural or legal person making a purchase and/or a reservation with the Establishment
- **Adventure Organizer:** client who reserves the Escape Forest adventure for their team
- **Beneficiary:** refers to the natural or legal person benefiting from a reservation code and reserving their service provision with the Establishment
- **Gift Voucher :** commercial offer allowing the client to offer a predefined service provision to the beneficiary of their choice
- **Gift Certificate:** commercial offer allowing the client to offer an amount to be spent by the beneficiary with the Establishment
- **Offer:** designates a gift voucher or a gift certificate offered by the Establishment
- **Forest Domain:** Place in which the Establishment offers its service provisions to Clients
- **Adventure:** The "Escape Forest" service provision including meals, the game, accommodation, and remote animation by the Game Master
- **Participation:** sum paid by a client to participate in the adventure (excluding deposit/ earnest money)

These General Terms and Conditions of Sale are agreed between:

On the one hand, The company **HPA FOREST** with a share capital of €5,100, hereinafter referred to as "The Establishment", whose registered office is located at 4 chemin des Gendarmes – 60620 Rosoy-en-Multien, registered in the Trade and Companies Register under SIRET number 82783750100010; legally represented by Mr. Victor Zandvliet, duly authorized as manager for the present purposes.

On the other hand, The Client.

The Establishment has a solution generated by an external company allowing clients to reserve service provisions online. The Establishment using this solution offers for online sale and reservation service provisions specific to its activity. The latter are accessible via its website www.leboisderosoy.com and potentially any other partner site.

These terms governing the sales and reservation modalities of the service provisions offered by the Establishment, it is advised to consult them carefully before committing.

ARTICLE 1: GENERAL PROVISIONS

These conditions apply:

- to the reservation of service provisions offered by the Establishment
- to the online reservation of a service provision obtained through a gift voucher or a gift certificate

These GTCS are valid as of December 7, 2022. They replace any other form of GTCS previously in force relating to the reservation of service provisions.

The Establishment reserves the right to modify the GTCS, although such modification shall be inapplicable to contracts previously concluded, which then comply with the GTCS associated with said sales.

Every client, before committing, certifies being capable of entering into a contract as provided for by Articles 1123 and 1224 of the Civil Code.

Every client, before committing, must read the General Terms and Conditions of Sale of the Establishment and accept them.

ARTICLE 2: OFFERED SERVICES

Article 2.1 Reservation of service provisions

The Client may reserve a service provision offered by the Establishment for a specific date. Photos and videos describing the provisions of the various services are non-contractual. Service provisions are available for reservation on the website www.leboisderosoy.com. Catered dinners must be ordered at least 7 days prior to the arrival date. No refund may be requested within less than 7 days of the arrival date. If clients have ordered a catered menu but have not sent their choice of dishes, a default menu will be chosen by the Reception team of HPA FOREST. During online reservation, the Client may enter the desired dates for the execution of the service provision according to the Establishment's availability. Once an agreement on dates is reached, the Client is redirected to a platform for configuring the service provision and confirming the purchase. It is the Client's responsibility to fill in their personal information in such a way as to identify them as provided for by Article 1316-1 of the Civil Code. Upon payment, the Establishment certifies placing a link at the Client's disposal to access these present GTCS.

Article 2.2 Reservation of an execution date for a gift voucher or gift certificate service provision

The beneficiary of a gift voucher or gift certificate may reserve their service execution date on the website www.leboisderosoy.com. To do so, they must enter the gift code associated with their service provision in the designated field or contact the Establishment at +33 (0)3 44 87 35 90 or by email at accueil@leboisderosoy.com. They will then be able to choose their stay date according to the Establishment's availability.

ARTICLE 3: PRICES AND PAYMENTS

Article 3.1 Prices of service provisions

Prices for each service provision are understood all taxes included. A tourist tax will be added to the base price of the service provision according to current regulations. When reserving the service provision, the client may add options to the initial offer. The price of options is to be added to the advertised price of the service provision. The Establishment reserves the right to modify prices, without retroactive application to reservations concluded prior to this modification.

Article 3.2 Payment of service provisions

Article 3.2.a Payments

- **Payment for stays in spa treehouses:** For reservations of nights in a spa treehouse made through our online reservation system with secure payment, the full amount of the stay will be charged to your bank card upon reservation. For reservations made by telephone or email via our reservation service, the amount of the stay is paid in full by ANCV holiday vouchers, bank transfer, bank card, or "Cabanes de France" gift certificate at the time of reservation. In this case, the reservation is held as an option for 7 days. Receipt of payment within this period will validate the reservation. The reservation option is automatically lifted in case of late payment of the stay, the option period being set at 7 days. The reservation is considered confirmed only when fully paid.
- **Payment for Escape Forest stays:** The Client has 2 payment options to choose from:
 1. The Client may pay for the entirety of the adventure upon reservation for all Participants. Payment is made exclusively online, on the payment platform associated with the site www.escapeforest.com. The reservation is considered confirmed and settled when the entire amount of the adventure has been paid.
 2. The Client may pay earnest money (*arrhes*) for the reservation of the campsite(s). Then each Participant has the option to pay the fixed sum of €150 incl. VAT via a secure payment link. The Adventure is settled when all participants have paid their share. Payment of earnest money is made exclusively online, on the payment platform associated with the site www.escapeforest.com. Participants may pay their Participation by bank card or holiday vouchers.

The reservation is considered confirmed once earnest money is paid. The reservation must be paid in full at the latest on the first day of the service provision.

Article 3.2.b Payment by bank card

Offers are subject to reservation via payment by Visa and Mastercard. Bank data relating to the card used by the client must be entered in the corresponding fields, namely the card number, security code, and expiration date of said card. As provided for by Article L.133-8 of the Monetary and Financial Code, payment by card is an irrevocable commitment once given. The Establishment reserves the right to accept deferred payments; otherwise, payment is fully due to conclude the purchase of the offer. In case of error or refusal of payment, the transaction is considered unsuccessful, and the purchase is then suspended. Securing of payments is guaranteed by a Mail Order / Distance Selling solution from Crédit Agricole, which the Establishment utilizes. The Client's account is debited upon validation of payment. The reservation is then considered effective.

Article 3.2.c Payment by bank transfer

The Client may pay for their reservation by bank transfer to the Establishment. In this case, the reservation is maintained with an option status for 7 days. The Client has 7 days from this initial reservation to send the transfer to the Establishment. To do this, the latter will send an email to the Client containing the information of the account to which the money must be transferred. The sum must be paid in full into the Establishment's bank account. Transfer fees are to be borne by the client. Validation of the reservation will be effective upon receipt of the bank transfer.

Article 3.2.d Other payment methods

The Client may make a reservation by paying with holiday vouchers, gift certificates, or cheques payable to HPA FOREST. Holiday vouchers, bank cheques, or partner gift certificates must be sent by postal mail within 7 days, payable to HPA Forest, to the following address: HPA Forest, Service Réservations - 4 Chemin des Gendarmes – 60620 ROSOY-EN-MULTIEN. It is imperative that the Client indicates the reservation reference in the postal letter accompanying the payment method. The Establishment recommends sending by registered mail with acknowledgment of receipt. In this case, the reservation is maintained with option status for 7 days from the date of initial reservation. Validation of the reservation will be effective upon receipt of the payment method.

ARTICLE 4 – CONFIRMATION

Article 4.1 Reservation of service provisions

Upon payment being made and validated, the client receives a confirmation email containing the details of the reservation. The reservation number must be retained by the Client.

Article 4.2 Reservation of a gift voucher or gift certificate service provision

Upon confirmation of the reservation of the service provision with a gift voucher or gift certificate, the client receives a confirmation email. The gift code as well as the reservation number must be retained by the Client.

ARTICLE 5 - COMPLAINTS

Any complaint relating to a stay must be addressed by registered letter with acknowledgment of receipt within 30 days following the stay to the following address: HPA Forest

4 Chemin des Gendarmes

60620 ROSOY-EN-MULTIEN

In the case of an error in sending the confirmation email, the client has a complaint period of 14 days from the date of receipt of the email to inform the Establishment. In case of loss or theft of the confirmation email containing the reservation number, it is necessary to notify the Establishment within 14 days from the moment the incident is detected.

ARTICLE 6 – MODIFICATION OR CANCELLATION OF RESERVATION

For any modification or cancellation of the reservation, a notification including the reservation number must be sent by email to the Establishment at accueil@leboisderosoy.com.

Article 6.1 Conditions for cancellation or modification of stay by the Client

For stays in a spa treehouse by the Client

Cancellation of stay in a spa treehouse by the Client

For any stay cancelled and not falling within the cancellation clauses mentioned above, the following conditions apply:

- more than 30 days prior to arrival date: 10% of the accommodation rental amount will be retained by the Establishment.
- between 30 and 8 days prior to the stay: 50% of the accommodation rental amount will be retained.
- for any stay cancelled within 7 days preceding the arrival date, interrupted, or not consumed: the entirety of the reserved stay amount will be due to or remain acquired by the Establishment.

Modification of stay in a spa treehouse by the Client

More than 30 days prior to the stay, modification may take place without fees, subject to availability, within the current calendar year only. In case of postponement to the following calendar year, administrative fees of 5% on the accommodation shall be paid extra. No modification of the execution date of the service provision is accepted if notification to the Establishment occurs within 30 days preceding the stay execution date.

Modification or cancellation of stay in a spa treehouse by the Client on site

In the case of a refusal to access accommodation (fear, vertigo, etc.), no compensation or refund may be claimed by the Client.

For the Escape Forest adventure

1/ Cancellation of the adventure

- More than two months prior to the service provision: the Establishment retains the sum corresponding to the amount of earnest money (*arrhes* = campsite rate) and refunds sums paid corresponding to participations.
- Less than two months prior to the service provision: no refund may be requested by the Client.

2/ Cancellation of one or several participants

Cancellation of one or several players results in neither cancellation of the adventure (except specific cases described in Article 6.1.3) nor of a campsite. Exceptionally, adventurers may play with 3 per campsite. Refund conditions for a player's participation are as follows:

- More than 15 days prior to the adventure: the Establishment refunds the participant(s) up to 90% of the participation amount per player.

- 14 days prior to the adventure or less: no refund may be requested by the Client. The organizer is bound to pay each of the participations of the adventurers they registered for the Adventure.
- **If the Client wishes to cancel a campsite due to the absence of one or several players, the following conditions apply regardless of the motives (except specific cases indicated in Article 6.1.3).**
- More than two months prior to the service provision: the Establishment retains the sum corresponding to the amount of earnest money for accommodation and refunds sums paid corresponding to participations.
- Less than two months prior to the service provision: no refund may be requested by the Client.

3/ Modification or cancellation of stay by the Client on site

In the case of refusal to participate in the adventure (fear, claustrophobia, etc.), no compensation or refund may be claimed by the Client.

6.1.3 Special cases

For rentals in spa treehouses only

In case of a positive COVID-19 PCR or antigen test (done in pharmacy), the stay in a spa treehouse may be postponed without fees within 12 months following cancellation, strictly upon presentation of medical proof. No refund may be requested.

For Escape Forest

- In case of a positive COVID-19 PCR or antigen test done in pharmacy of a participant: the participant will be refunded up to 90% of participation per player strictly upon presentation of medical proof. Exceptionally, the adventure can be played with 3 participants. No refund of the adventure may be requested.
- Absence of the person "invited" by adventurers for their birthday or bachelor(ette) party: If an accident or illness resulting in hospitalization affects a participant whose "guest" box was checked at the time of reservation, the adventure may be postponed within the next 12 months for all participants, strictly upon presentation of medical proof.

For all stays

In case of lockdown or restrictive measures from the Government or Prefecture prohibiting the stay from taking place in whole or in part, the Establishment offers the Client postponement of the stay within 18 months. The Client has 18 months to postpone their stay starting from the initial date of the stay.

Article 6.2 Conditions of modification and cancellation by the Establishment

In case of an orange weather alert, with announced external events beyond the control of the Establishment, such as severe weather, storm, or thunderstorm, Management reserves the right to

cancel the stay for safety reasons. In this framework, the Establishment offers the Client postponement of their stay to a later date within the current 12 months.

In case of administrative closure ordered by the Government or Prefecture due to a health or security emergency crisis such as that linked to COVID-19, the Establishment offers the Client postponement of their stay to a later date within the current 18 months. The client has 18 months to postpone their stay starting from the initial date of the stay.

In case of breach of the Internal Regulations of the Establishment (state of drunkenness, noise nuisance), the Establishment may cancel the Client's stay without the Client being able to request a refund.

If your reservation follows a gift voucher, general terms and conditions of sale regarding Gift Vouchers apply (See Article 6.3): Gift Vouchers are non-refundable. Reservation may be postponed without fees within 12 months.

Article 6.3 Conditions specific to gift vouchers and gift certificates

Gift vouchers are non-refundable. The service provision execution date may be modified under the same conditions as those governing service provision reservation. In the event that the voucher beneficiary was unable to reserve the gift voucher within validity limits, the Establishment may grant an additional validity period up to one year; provided that the beneficiary notified the establishment two weeks prior to the end of the initial validity period. Invoices for gift vouchers or gift certificates sold by HPA Forest are established on the day of purchase in the name of the buyer. Prior to online or telephone reservation of the stay, the gift voucher is deemed to belong to the person who paid for the gift voucher. Once reservation is confirmed, the Establishment guarantees execution of the stay to the person whose name appears on the reservation.

ARTICLE 7 - SPECIAL CONDITIONS

- **Access to spa treehouses:** Access to Cabins of category « Tree Houses for 2 », including "Cocoon", is prohibited to children under 12 years of age for safety reasons. Other spa treehouses (Family Treehouse cabins and Ground-Level Cabins) are accessible to children of all ages. Children's age is calculated relative to their birthday date and the stay start date. An official document proving children's age may be requested at the beginning of the stay.

Access to "Cocoon Lovers" and "Cocoon Plume" cabins is strongly advised against for pregnant women. Access to all elevated accommodations is prohibited to persons subject to vertigo, sleepwalking, or having uncorrected heart or vision problems.

- **Access to Escape Forest adventure:** The "Escape Forest" area including campsites and infrastructures is reserved for persons aged 12 and over on the first day of the adventure. Due to topography and the nature of the premises and games, participation in the Escape Forest adventure is strongly advised against for pregnant women, any person suffering from medical conditions (heart issues, joint issues, pollen allergies, etc.), and any person who is claustrophobic.
- **Arrival times:** For spa treehouses: the client must preferably arrive between 4:00 PM and 7:00 PM for key handover of accommodation. In case of arrival after 8:00 PM, the client may select the paid option "late arrival". They must inform the Establishment prior to their stay, by phone at +33 (0)3 44 87 35 90 or by email at accueil@leboisderosoy.com. For Escape Forest: the client must arrive between 5:00 PM and 8:00 PM according to the slot selected at the time of reservation. In case of delay, the client must inform the Establishment by phone at +33 (0)3

44 87 35 90 or by email at accueil@leboisderosoy.com. If the Client wishes to enjoy the Estate while waiting for treehouse key handover or the start of their adventure, they may arrive from 2:00 PM onwards.

- **Animals:** Client's animals are not admitted into our accommodations, nor across the entire domain.
- **Valuables:** It is recommended not to leave valuables in accommodations. Management cannot be held responsible for theft or loss in accommodations.
- **Alcoholism and smoking:** It is strictly forbidden to bring alcohol into the Establishment for any reason whatsoever. It is strictly forbidden to be in a state of drunkenness in accommodations and within the Establishment. It is forbidden to smoke inside accommodations and within the forest domain for safety reasons. Smoking is tolerated on accommodation terraces, near Escape Forest adventure braziers, and in front of ashtray bins insofar as no cigarette is thrown into nature.
- **Internal regulations:** Internal regulations are accessible at the forest domain reception. In case of non-compliance with internal regulations, the Establishment may take the decision to exclude the Client from the forest domain, without the Client being able to claim compensation.

ARTICLE 8 - SPECIFIC CONDITIONS FOR CORPORATE SEMINARS AND EVENTS

This article applies to Clients organizing corporate seminars, team building, public relations operations, or any other event requiring partial or full privatization of Le Bois de Rosoy.

Event dates and associated service provisions are confirmed by the Establishment only upon receipt of a 50% deposit of the total service provision indicated on the estimate issued by the Establishment.

8.1 Cancellation or modification conditions for seminars and events

Cancellation or modification conditions on behalf of the Client are as follows:

- **Cancellation of event by Client:**
 - Up to three months prior to the event day, the client is liable for 50% of the amount of service provisions signed on estimate.
 - Less than three months prior to event, the client is liable for 100% of the amount of service provisions signed on estimate. They may claim no refund.
- **Modification of event by Client:**
 - Up to three months prior to event, the Client may modify event date and service provisions according to Establishment availability.
 - Less than three months prior to event, no modification of event is possible without agreement of the Establishment.
- **Special cases:** In case of lockdown or restrictive measures from Government or Prefecture prohibiting the event from taking place in whole or in part, the Establishment offers the Client postponement of event within 12 months. The client has 12 months to postpone their event starting from initial date of event. No refund may be requested.
- **Modification and cancellation by the Establishment:** Article 6.2 applies.

8.2 Confidentiality

HPA Forest commits to keeping strictly confidential and not disclosing or communicating to third parties, by any means whatsoever, information transmitted to it by the Client or to which it will have access due to service provisions. However, these provisions shall not apply to information for which HPA Forest can prove:

- that it possessed prior to communication date by Client, or
- that this information was in public domain prior to communication date, or
- that this information entered public domain subsequently without fault attributable to the Establishment.

8.3 Promotion

The Establishment may cite the Client as reference on its promotional materials. Depending on service provisions realized, it may specify "Accommodation in unusual lodgings", "Team Building Service", "Eco-responsible Seminar" or a description expressly mentioned in concluded offer. Any other description would require prior formal authorization from the Client.

ARTICLE 9 - GUARANTEES

As established in Article L.211-4 of the Consumer Code, the Establishment commits to complying with the various contractual guarantees then informed. The Establishment certifies holding liability insurance in line with the activity exercised. This provision applies to the beneficiary who must possess sufficient civil liability insurance within the context of practicing a sporting activity, presumed or not "at risk".

ARTICLE 10 - MODIFICATION AND NULLITY OF CONDITIONS

Modification of one of the clauses of the purchase contract is modifiable under written agreement of both parties. The fact that the Establishment does not avail itself of one of the clauses of these General Terms and Conditions of Sale does not stipulate waiver by the latter to inquire about this condition subsequently. The nullity of one of the provisions of the GTCS does not entail nullity of the present conditions.

ARTICLE 11 - INTELLECTUAL PROPERTY RIGHTS

The Establishment broadcasts its offers on the site www.hpaforest.com as well as on potential partner sites; content appearing on these (photos, videos, etc.) is property of the Establishment and cannot be reproduced without prior authorization. Where applicable, the Establishment reserves the right to initiate legal proceedings against the natural or legal person responsible for this damage.

ARTICLE 12 - PERSONAL DATA PROTECTION

Information submitted to the Establishment by the client remains confidential. According to Law No. 78-17, Information Technology and Freedoms, of January 6, 1978, the client has a right of consultation, rectification, or withdrawal of this information. Any request relating to personal data is to be addressed to the Establishment by letter to the following address:

HPA Forest, Service Clients
4 Chemin des Gendarmes
60620 Rosoy-en-Multien

ARTICLE 13 - FORCE MAJEURE

Service provision will be suspended in case of occurrence of force majeure, preventing the Establishment from fulfilling its contract obligations; if the case of force majeure persists beyond 3 months, contract suspension may be considered definitive. Where applicable, the Establishment has a period of 14 days, from the moment it becomes aware of it, to notify the client. Refund conditions will subsequently and individually be evaluated according to the Establishment.

ARTICLE 14 - APPLICABLE LAW

These General Terms and Conditions of Sale are governed by French law, as well as execution, termination, and evaluation conditions of the contract along with dispute settlement.