

1. Definitions

For the purposes of these Terms and Conditions, the following terms are defined as follows:

Booking	means the short-term <i>furnished tourist rental</i> agreement, as defined in Article D.324.1 of the Tourism Code, entered into between the owner of a property (the "Homeowner") or its duly authorized property manager acting in the name of and on behalf of the owner of the property (the "Property Manager") and the Guest in accordance with these terms and conditions (the "T&Cs").
Booking Record	means the specific terms and conditions of the Booking accepted by the Guest including, but not limited to, the description and specific rules of the Property, the payment terms and date, the Guest identification, the number of Guest Members, the acceptance of the T&Cs, the website Terms of Use https://www.onefinestay.com/terms-of-use/ , the Data Privacy Policy https://ofs-media-production.s3.eu-west-1.amazonaws.com/legal/2022-11-28-of-s-privacy-policy.pdf and the link to effect payment of the Security Deposit as defined below.
Booking Terms	means these Property Booking Terms and Conditions and the Booking Record.
Concierge Service Provider	means any third party service provider that may offer concierge services to the Guest through onefinestay during or in connection with a Booking.
Guest	means the person who enters into a Booking as a Guest (under French law the "tenant") as per Article 3.4 below.
Guest Member	means any person staying with the Guest at a Property as part of a Booking.
Homeowner	means the owner of the Property and/or any person authorized to represent the Homeowner, including, as the case may be, any Property Manager acting in the name of and on behalf of a Homeowner.
House Rules	means instructions prepared for the Guest by each Homeowner relating to each Property.
Property	means the property listed on www.onefinestay.com and further described in the Booking Record.
Security Deposit	means the amount due by the Guest as a security deposit, the amount of which is determined for each Booking in the Booking Record and either paid by bank wire transfer or through a valid credit or debit card authorization, in accordance with the terms provided herein .

2. Legal Background

LIFEALIKE LIMITED, a company incorporated under English law, registered under the number 06554630 and having its registered office at % Mazars Llp The Pinacelle, 160 Midsummer Boulevard, Milton Keynes, Buckinghamshire, United Kingdom MK9 1FF is the sole owner of a trademark



Booking Terms & Conditions (“T&Cs”)

“onefinestay” and operates a booking platform (www.onefinestay.com) which offers listed properties for short term furnished rentals.

onefinestay France SAS, a wholly owned subsidiary of LIFEALIKE LIMITED, is a simplified joint stock company, registered in the Paris Trade and Companies Register under number 792 973 281, with offices located at 82 rue Henri Farman 92130 Issy Les Moulineaux, duly licensed as real estate agent pursuant to law n° 70-9 of 2 January 1970 under CPI N°7501 2021 000 000 365. For the purpose of these T&Cs “onefinestay” shall refer to either Lifealike Ltd or onefinestay France SAS as the case may be.

These T&Cs govern Bookings made by a Guest with a Homeowner or concierge services rendered by a Concierge Service Provider through onefinestay. onefinestay France SAS acts as an intermediary and therefore shall not be a party to the contractual relationships that are entered between the Guest and (i) the Homeowner, or (ii) a Concierge Service Provider. All contracts and/or invoices are entered into or issued in the name of and on behalf of a Homeowner or of a Concierge Service Provider.

3. Booking Terms and Conditions

3.1 A Guest entering into a Booking through onefinestay will receive a booking reservation email.

3.2 Only persons who have the legal capacity to enter into legally binding contracts who are at least 25 years old may make a Booking. A valid passport and photo ID of the Guest are required at arrival of the Property. Further verification process of Guest’s details may be put in place in compliance with applicable laws or should onefinestay be required to undertake reporting, record keeping and identification procedures. The Homeowner and onefinestay reserve the right to refuse a Booking or a concierge service to anyone at their sole discretion. onefinestay shall be entitled not to accept a Booking in consideration of the outcome of any Guest verification process.

3.3 All Bookings are nominative and shall not be transferred to a third party.

3.4 Bookings do not benefit from the right of withdrawal in accordance with the provisions of article L.221-28 12 of the Consumer Code.

3.5 A Booking is final and fully enforceable upon full payment by the Guest of the amount set in the Booking Record and prior acceptance by the Guest of the T&Cs, the general conditions of use of the website as well as the privacy policy <https://ofs-media-production.s3.eu-west-1.amazonaws.com/legal/2022-11-28-ofs-privacy-policy.pdf> and the Website Terms of Use <https://www.onefinestay.com/terms-of-use/>.

4. Prices - Terms of payment

4.1 Prices per night are stated in Euros and are specific to each Property. Prices are constantly updated on www.onefinestay.com according to various criteria determined by each Homeowner, including number of Guest Members, dates or duration of a stay.

4.2 Concierge services that may be offered by Concierge Services Providers are subject to specific price

lists for each of these services that may be available and may vary accordingly. Such concierge services prices are not included in the price of a Booking, which relate exclusively to accommodation.

4.3 All prices are tax included.

4.4 All payments (either in full or partial) shall be made by the Guest electronically, by credit card or bank transfer at the time of Booking or when concierge services are ordered by the Guest.

5. Methods of Payment - Guarantee

5.1 onefinestay accepts valid credit cards from major networks including VISA, Amex, Mastercard or by bank wire transfer. Bank or postal checks are not accepted.

5.2 Only one credit card will be accepted per Booking for payment, unless expressly agreed otherwise with onefinestay.

5.3 All outstanding balances must be paid by the due dates indicated on the Booking Record. Any failure to effect any payment on due time entitles onefinestay to immediately (i) cancel the Booking or (ii) terminate the Booking.

5.4 Subject to any flexible rates that may be available at the Guest's discretion, Bookings made more than 14 days prior to arrival, the Booking is subject to payment by the Guest of 50% or 100% of the amount due at the time of Booking, as per the Booking Record.

5.5 Terms of payment may vary according to the length of the Booking.

For short term Bookings of three (3) to sixty (60) nights, full payment must be made by the Guest within 14 days of arrival to secure the Booking.

For medium term Bookings of sixty (60) to a maximum of (90) nights, 50% of the first sixty (60) nights shall be paid by the Guest at reservation, and the remaining balance of 50% of the first sixty (60) nights of the Booking shall be paid within fourteen (14) days before the Booking. For 90 nights Booking, the remaining 30 nights shall be paid in full within 30 days after check-in.

5.6 Any payment made in part under these terms and conditions will be considered as an advance partial payment ("*acompte*") and not as *arrhes* within the meaning of Article 1590 of the French Civil Code and Article L. 214-1 of the Consumer Code.

5.7 Guest must provide a valid credit card number to guarantee all payments incurred in connection with a Booking. The pre-authorization on such credit card shall be taken by onefinestay from seven days before the check-in date up to the check-in at the Property and at least 28 days after the departure date. The amount of the pre-authorization may vary for each Booking and is declared on the listing page of the Property and on the Booking Record.

Failure to provide onefinestay with the Security Deposit referred to in Article 13 below, or any failure to pay any remaining balance on time shall entitle onefinestay to process such payments by using the valid credit card provided by the Guest. If no such pre-authorization is provided that the use of credit cards by onefinestay is limited in case of default payment of any sum due by the Guest for whatever reason, including damages to a Property.

6. Change - Cancellation policy

6.1 All changes to a Booking or cancellations must be submitted promptly in writing to onefinestay to the following e-mail address: paris.service@onefinestay.com.

6.2 The cancellation policy is available at <https://www.onefinestay.com/cancellation-policy>. Cancellation conditions specific to a Booking are expressly stated in the onefinestay Booking Record.

6.3 No refund will be made in the event of no-show, late arrival, reduction in Guest Members or early ---departure, except in the case of *force majeure* as defined in article 1218 of the French Civil Code. Pandemic (and its direct and indirect consequences such as lockdown, flight cancellation, difficulty or impossibility to travel abroad) shall not be construed as a case of force majeure within the meaning of these T&Cs.

6.4 No full or partial refund will be made, unless a problem (fire, flood...) affecting normal and standard use of the Property causing extreme or serious inconvenience to the Guest is not resolved within a reasonable period of time as per Article 7 below.

6.5 Should the Property become unavailable during a Booking and the Guest refusal to any alternative Property, the Guest may cancel the Booking and receive a refund for the relevant proportion of any amounts paid.

7. Complaints and Maintenance

7.1 During a Booking, the Guest is required to immediately report any problem or damage to the Property to the Homeowner or Property Manager. The Guest must also immediately notify onefinestay by calling +33 1 84 17 71 89 and remain available by phone at any time during the Booking. The Homeowner or Property Manager as the case may, is responsible for repairing such problems within a reasonable time after proper notification by the Guest.

7.2 Any refusal by the Guest to accept reasonable measures taken by the Homeowner or the Property Manager shall be deemed as a waiver to any indemnification.

8. Accessibility

Guest is responsible to enquire about the suitability of the Property for their own abilities and/or constraints for themselves and any Guest Member.

9. Use of the Property

9.1 The Guest may not use the Property for any purpose other than as a temporary rented private home and is solely responsible for his/her own safety and the safety of any Guest Members staying at the Property during the Booking. Only minors accompanied by their legal representatives are allowed in Properties.

9.2 Further, any violation of any of the following obligations shall entitle onefinestay to immediately cancel the Booking without compensation or indemnity. In particular, the Guest (and/or Guest Members as the case may be) shall:

- (i) Maintain and keep the Property and the common areas clean, tidy and free of rubbish and leave the Property in the same condition as at the time of checking-in;
- (ii) Not allow or carry on any activity which is or may be or become a nuisance, including annoyance, inconvenience or disturbance to the Homeowner or the neighborhood;
- (iii) Not use the Property as permanent residence, either continuously or discontinuously, nor carry out any commercial or professional activity in a Property;
- (iv) Check-out and leave the Property at the end of the Booking at the agreed departure time as per the Booking Record;
- (v) Act with courtesy towards onefinestay and its staff, the Homeowner or Property Manager and the neighbors;
- (vi) Keep strictly confidential any information conveyed to you regarding the personal details of any Homeowner;
- (vii) use of the Property in compliance with House Rules, comply with the maximum number of Guest Members allowed in the Property as stated in the Booking Record, it being provided that infants under one year of age, if sleeping in a cot are not included in the total number of persons in the Property. onefinestay may charge the Guest with any additional amount for all excess persons;
- (viii) not disturb other residents in the neighborhood, between the hours of 22:00 and 7:00.

9.3 Events

No house parties, weddings or other events are allowed in the Property during a Booking. Any violation shall entitle onefinestay to retain the Security Deposit and charge additional fees to cover any Guest nuisance or damages, without prejudice to any other rights and remedies in connection in case of a breach.

9.4 Pets

Pets are not allowed in or on the Property unless expressly agreed in the Booking Record, subject to additional charge.

9.5 Drugs and Hazardous Materials

No use or delivery to the Property of any illegal substances, flammable liquids (e.g. petrol, paraffin or benzene), or other explosives or items deemed dangerous to life, physical integrity or Property is allowed.

9.6 Arrival and Departure times

The Guest shall comply with the arrival and departure times specifically stated on the Booking Record. In case of late departure, one additional night shall be charged per delayed day to the Guest, notwithstanding any additional indemnification that may otherwise be claimed unless prior acceptance by onefinestay.

Should the Guest arrival time or date be delayed, the Guest is required to contact onefinestay immediately by email at paris.service@onefinestay.com or by phone at +33752675964 so that onefinestay can inform all relevant parties. Failure to do so may result in service-related penalties.

10. Access to the Property during the Booking

10.1 Staff appointed or personnel retained by onefinestay, the Property Homeowner and their respective representatives may enter the Property to perform any service in connection with the Booking or the concierge services or to carry out repairs if necessary, subject to prior reasonable notice to the Guest, which may be waived in case of emergency.

10.2 Should the Property be for sale, the Homeowner and their respective authorized representatives shall be allowed to access the premises to potential buyers, by appointment only and with the prior consent of the Guest.

11. Property keys

11.1 The Guest shall be charged for any replacement costs for each set of keys, TV or gate remote controls lost or misused.

11.2 The Guest shall strictly follow all instructions on where to leave the keys and gate remotes on departure.

12. Liability

12.1 onefinestay, as intermediary, shall not be liable (i) for loss or damage to the Property arising from a

Booking or (ii) for loss, injury, damage to person or Property due to the acts of third parties including concierge service providers, or (iii) to the Guest, for the performance of the Booking as offered by the Homeowner, nor for any commercial, financial or economic loss, nor for any indirect or consequential loss, such as loss of reputation, loss of business, loss of profit, loss of anticipated savings or loss of opportunity, arising out of the T&Cs.

12.2 Guest is solely responsible for the Property at all times during the Booking and shall lock windows and doors at all times when not on the premises, and shall ensure that all personal belongings are safely kept. The Guest and Guest Members shall satisfy all safety instructions given by the Homeowner.

13. Security Deposit

13.1 The Guest will provide onefinestay with a Security Deposit as stated in the onefinestay Booking Record by submitting a valid credit card authorization and accept that onefinestay may charge the Guest's credit card for damages in excess of the Security Deposit.

13.2 Security Deposits may either be refunded if provided by bank wire transfer, or the credit card pre-authorization released within 28 days after the departure date, provided that there are no breakages, damages, missing items, extra cleaning required, long distance calls charged and other outstanding charges incurred as a result of the Guest's stay before, during or after the Booking.

14. Release of Liability

14.1 Description of Properties is made in good faith and neither onefinestay nor the Homeowner shall be held responsible for any minor or non-modern changes to a Property, its surroundings or condition, noise or inconvenience caused by nearby construction or any temporary failure or stoppage of the Property's equipment or supply of electricity, gas, water, plumbing or any other service.

14.2 onefinestay, its affiliates, the Homeowner, any Property Manager, and their respective officers, shareholders or employees shall be held harmless from any claim, loss, damage or cost of expense resulting from Property damage or from personal injury, caused by Guest or any Guest Member. Costs of cleaning or replacing any damage to personal belongings or real estate which may have occurred during the Booking shall be borne by the Guest.

15. Miscellaneous

15.1 onefinestay may assign or subcontract its obligations under these T&Cs.

15.2 Should any provision of these T&Cs be found to be invalid by a court, only such provision shall be null and void. All remaining provisions shall remain in full force and effect.

15.3 Dispute Resolution - Applicable laws

(i) Any dispute between Homeowner and Guest onefinestay not resolved amicably shall be subject to the competent jurisdiction where the Property is located.

(ii) Any dispute between a Guest and onefinestay shall be governed by UK laws.

15.4 Data Privacy

onefinestay agrees to comply with its obligations under applicable data protection and privacy laws and regulations as they may be applicable from time to time, ie., the Data Protection Act 2018 and the GDPR (EU General Data Protection Regulation 2016/679) and any replacement legislation, applicable data privacy laws in the respective jurisdictions ("Data Protection Legislation"). onefinestay undertakes to process the guest's personal data in accordance with its privacy policy available online <https://onefinestay.com/privacy-policy/>

Data recorded in the computer system of LIFEALIKE LIMITED shall be considered as an evidence of all transactions concluded with the Guest who is informed that the Guest's IP address is recorded at the time of Booking.