

These General Terms and Conditions define the terms and conditions of sale by TOURS VAL DE LOIRE TOURISME, also trading under the name OFFICE, a local public entity with a board of directors registered in the Tours Trade and Companies Register under number 533 923 124, whose registered office is located at 78-82 rue Bernard Palissy - 37000 Tours (hereinafter referred to as 'The Office') **to customers acting as Pass consumers on the website located at the URL www.tourscitypass.com and published by it.**

The Office holds a certificate of registration in the Register of Travel and Vacation Operators No. IM037120001.

Its guarantor for the exercise of its activity is APST (15, Carnot Avenue, 75017 PARIS / 01.44.09.25.35 / info@apst.travel) and its insurer is AXA Assurances (134 Boulevard Charles de Gaulle 37540 SAINT CYR SUR LOIRE / 02.47.54.51.91 / agence.viardhoudaille@axa.fr) No. 5141925804.

Article 1 - Definitions

The following terms and expressions shall have the following definitions within these General Terms and Conditions:

- **'The Office'** refers to the company acting as the seller of Passes via its website and its reception areas (fixed or mobile).
- **'Customer(s)'** refers to the customer(s) acting as consumers who order one or more Passes;
- **'Pass'** refers to the 'Passes' that offer access to a range of tourist services, the list of which can be viewed on the Website and which Customers may order;
- **'Products and/or Services'**: refers to the products and/or services that the Customer can benefit from using the Passes;
- **'Beneficiary(ies)'**: refers to the person(s) who provide the Products and/or Services through the Passes ordered by the Customer on the Website www.tourscitypass.com. The Beneficiary may be the Customer or any third party to whom the Customer decides to assign the relevant Pass;
- **'Website'**: refers to the website www.tourscitypass.com on which the Customer can place an order for one or more Passes;
- **'Service Provider'**: refers to the third-party service providers responsible for delivering the Products and/or Services ordered by the Customer using a Pass;
- **'Partner Site'**: refers to service providers that are part of the Tours City Pass network;
- **'Partner Reseller'**: refers to service providers that are part of the Tours City Pass network and offer Passes for sale in the form of physical and/or digital cards;
- **'Agencies'**: the reception areas (fixed or mobile) where the Office can sell Passes to Customers.

Article 2 - General Principles

These General Terms and Conditions are written in French in their original version, which alone is authoritative and take precedence over any other version. They apply to the exclusion of all other terms and conditions.

These General Terms and Conditions are systematically available to the Customer on the Website prior to placing any order and at the time of order confirmation.

The Customer declares that they have read and accept the following provisions before placing an order for a Pass by checking the box 'I have read the General Terms and Conditions and accept them without reservation'. Consequently, placing an order on the Website implies the Customer's full and unreserved acceptance of these General Terms and Conditions.

The General Terms and Conditions in effect are those posted on the Website on the date the Customer places the order. The Office reserves the right to adapt, modify or update these General Terms and Conditions at any time. In the event of adaptation, modification or update, the General Terms and Conditions in effect on the day the Customer places their order on the Website will apply to each order.

Failure to exercise, at any time, a right granted by these General Terms and Conditions, or failure to require performance of any provision of the agreement arising from said terms, shall in no way be interpreted as a modification of the contract, nor as an express or implied waiver of the right to exercise said right in the future, nor as a waiver of the right to demand strict compliance of the obligations undertaken herein.

Article 3 - Legal Age and Capacity

The Customer represents that he or she has the legal capacity to enter into this contract, the General Terms and Conditions of which are set out below, that is, that he or she has reached the age of majority and is not under guardianship or trusteeship.

Article 4 - Terms and Conditions for Pass Orders

The Customer may place an order for a Pass on the Website, by phone, by email, or directly at the Office's Agencies and Partner Reseller sites (list of points of sale available on the Website) in accordance with the following terms and conditions;

4.1 - On the Website www.tourscitypass.com

The Customer places an order according to the process indicated and provided for this purpose on the Website. Any online order implies acceptance of the prices and descriptions of the Products and/or Services.

Once the order has been completed, the Customer has the opportunity to check the Pass(es) selected and the total price of the order on a summary screen. The Customer may modify the order if necessary.

Once the order has been completed, the Customer confirms and finalizes it by clicking on the 'ORDER' button and following the procedure provided for this purpose on the Website.

This action is equivalent to a handwritten signature as referred to in Articles 1174, 1359 and following of the Civil Code and constitutes the conclusion of a binding agreement in electronic form within the meaning of Articles 1128 and following of the Civil Code.

Upon performing this action:

- the Customer confirms the order and declares that they accept it, as well as these General Terms and Conditions in their entirety, fully and without reservation, and;
- the order is considered final on the part of the Customer and may not be contested by the Customer except in the cases expressly provided for herein.

To place an order on the Website, the Customer must have a Customer Account.

The Customer can create an Account by clicking on the 'Create my account' tab provided for this purpose or, at the latest, when placing their first order.

To create an account, the Customer is required to provide:

- an email address as a username and a password. These two personal identifiers must be entered each time the Customer logs into their Customer Account;
- their first and last name, full postal address, email address, and phone number (mobile or landline).

Once the account has been created, a confirmation email will be sent to the Customer at the email address they have provided.

The Customer may update their personal information by logging into their Customer Account and is solely responsible for any updates they make and for the consequences of providing incorrect information about themselves, particularly regarding the fulfilment of their order.

The Customer may request the deactivation of their account at any time and for any reason:

- either by sending a letter to the following address: TOURS VAL DE LOIRE TOURISME - 78-82 rue Bernard Palissy - 37000 Tours;
- either directly on the Website via the Customer account;
- or by email to the following address: info@tours-tourisme.fr.

The Office agrees to deactivate the Customer's account within a maximum of 5 working days from receipt of the Customer's request to that effect.

Once the order is placed, a message automatically appears on the Website informing the Customer that the order has been taken into account, and an order confirmation is automatically sent to the Customer, detailing the characteristics of the Service(s) ordered, their price, the terms and conditions of performance and any vouchers relating to them.

4.2 - By telephone

The Customer places an order by contacting the Office at the phone number provided for this purpose, in particular the number mentioned on the Website, and indicating the Pass(es) they wish to order.

The Customer's order will be processed in accordance with the procedure in place and in effect at the Office at the time of the order.

4.3 - By email

The Customer places an order by contacting the Office via email at the address provided for this purpose, in particular the one mentioned on the Website, and indicating in the email the Pass(es) they wish to order.

The Customer may also use the contact forms available on the Website to send their request to the Office.

The Customer's order will be processed in accordance with the procedure in place and in effect at the Office at the time of the order.

4.4 - At the Office's Premises and its Agencies

The Customer places an order in accordance with the procedure in place and indicated at the Office and its Agencies.

4.5 - From Partners Reseller

The Customer purchases the Pass(es) directly from Partner Reseller sites. The Passes offered for sale by Partner Reseller may be available in physical or digital form.

The list of Partner Reseller sites is available on the Website.

Article 5 - Prices

Passes ordered by the Customer are invoiced by the Office according to the current price list mentioned on the Website in the case of orders placed on the Website, or on the summary sent in the case of orders placed by email or phone, or on the documents given to the Customer in the case of orders placed at the Office's Agencies or Partner Reseller sites.

Prices are indicated in euros and include all taxes; any applicable VAT is the rate in effect at the time of billing.

The Office reserves the right to modify the sale prices of Passes on the Website at any time, provided that no subsequent price change may be applied to an order already placed by the Customer. In the event of a change, the applicable price will be that in effect on the day of the Customer placed the order.

In any case, the price of the Passes is displayed at the end of the online ordering process on the Website, prior to its final confirmation and payment by the Customer.

The obligation to pay is fulfilled provided that the relevant bank payment processors have approved the transaction. If such processors decline the transaction, the order will be automatically canceled, and the Customer will be redirected to the Website to place a new order, if desired.

Promotional offers are only valid within the dual limits of the validity period of the offer concerned and available stocks.

Article 6 - Payment

The Customer shall pay for the Pass order in accordance with the terms and conditions set forth on the Website when ordering through the Website, or as specified in the order summary provided when ordering by email or phone, or as outlined in the documents provided to the <customer when ordering at the Office's Agencies or Partner Reseller sites.

Once the Customer has made the payment, the Office will send the Customer an order confirmation by email or by hand delivery, subject to the actual receipt on the payment or the actual availability of the amount paid in the Office's bank account and its actual validation by the Office.

For online payments, the following credit cards are currently accepted: Bank Card, VISA and MASTERCARD.

The Customer provides the 16-digit number of their bank card, along with its expiration date and the last three digits of the security code on the back of the card.

Once the bank details have been validated, the secure online payment processor sends an authorization request to the credit card network.

The online payment processor issues an electronic certificate. The electronic certificate issued by the online payment processor shall serve as proof of the transaction amount and date. In this regard, the server's dates and times shall be deemed authentic between the parties.

The Customer guarantees that he or she is fully authorized to use the payment card provided to pay for the order and that this card has sufficient funds to cover all costs resulting from this order.

The Customer's confirmation of the order through payment automatically generates an invoice. Said invoice is sent to the Customer via email to the email address provided during the order process.

Article 7 - Pass Pickup

For online orders placed on the Website, the Customer will automatically receive their Pass(es) in digital form at the email address provided. The Pass can be downloaded and/or printed on a phone or tablet.

The Pass can also be purchased directly from the Office's Agencies and Partner Reseller sites in the form of a physical card or as a digital version.

Article 8 - Validation and Terms of Use of the Pass

The Passes grant the Customer and/or Beneficiary the right to access a range of tourist services, a list of which is available on the Website, subject to the conditions set forth in these General Terms and Conditions of Sale and Use.

Certain Products and/or Services require the Customer to make a reservation in advance directly with the Office or the partner Site (as indicated on the Website and in the accompanying guide).

In addition to access to a range of tourist services, the Pass may allow the Customer to benefit from discounts or benefits from partners listed by the Office.

8.1 - The 24-hour, 48-hour and 72-hour City Passes

The Pass is valid **for one year from the date of purchase** from the Agencies or on the Tourist Office Website or from a Partner Reseller. After this period, the Pass will no longer be valid and is non-refundable.

The duration of the Pass (24, 48 or 72 hours) **begins when it is first used at one of the visitor sites** (limited to one visit per site) or a partner offering discounts or benefits.

8.2 - Temporary Event Passes

As part of certain operations, Passes may be sold temporarily for the duration of the operation concerned.

Depending on the type of Pass, they may operate on a duration basis (e.g. 24 hours, 48 hours, etc.) and/or on a number of visits basis (e.g. 3, 5 or 7 sites from a defined list). The operation and list of Partner Sites are detailed on the Website.

Regardless of the type of Pass, they are strictly personal and non-transferable. They may not be transferred or given to a third party.

Passes do not constitute skip-the-line tickets and do not include access to temporary exhibitions, guided tours or special events at Partner Sites, unless otherwise stated in the informational materials made available to the Customer on the Website.

The list of Partner Sites and their opening hours can be found in the information materials provided to the Customer and on the Website. This list is subject to change during the year. Consequently, the Partner Sites may differ between the activation of the card (date of purchase) and the first use (first visit to one of the Partner Sites).

The Office cannot be held liable for changes in a Partner Site's operating conditions that prevent the smooth operation or delivery of the tour services offered as part of the Passes.

Prior to any visit, Pass holders are advised to check directly with the Partner Site regarding the site's days and hours of operation, as well as the ticket office closing time.

Article 9 - Information Materials

Upon placing an order, a leaflet may be provided to the Customer or made available for download in digital format on the Website.

The leaflet also provides access to the Office's General Terms and Conditions of Sale.

The information contained in the leaflet is current as of the date the document was produced and does not constitute a contractual document.

Article 10 - Malfunction, Loss or Theft of the Pass

In the event of a technical malfunction of the Pass that prevents it from being validated upon entry to a Partner Site, the Customer may not be denied access to the Partner Site if their Pass is valid at the time of their visit.

In the event of a malfunction of a Pass in the form of a physical card, the Customer will be asked to visit the Office or its Agencies as soon as possible to exchange the card, on the understanding that the data from the defective card (expiration date, remaining day(s) of use) will be transferred to the new card. All rights acquired on the previous card will be transferred to the new card for the Customer's benefit. The Customer will therefore suffer no loss.

In the event of loss or theft of a physical Pass, the Customer is considered solely responsible. Consequently, the Customer will not be entitled to any exchange, replacement or compensation of any kind.

If the Customer does not receive an email following the purchase of a digital Pass, regardless of the place of purchase, they may contact the place of purchase.

Article 11 - Right of Withdrawal

Pursuant to Article L. 221-28 of the French Consumer Code, "the right of withdrawal cannot be exercised for contracts:

12° For the provision of accommodation services (other than residential accommodation), goods transport services, car rentals, catering or leisure activities that must be provided on a specific date or during a specific period. "

Since the Products and/or Services sold by the Office as part of the Passes "fall under this definition, the Customer does not have a right of withdrawal for the Products and/or Services offered through the Passes. Regardless of the reason, Passes are neither exchangeable nor refundable.

Article 12 - Liability - Guarantees - Performance of Products and/or Services

12.1. Guarantee of conformity and hidden defects

With respect to the Passes provided to Customers, The Office is bound by the applicable statutory guarantees, namely the legal guarantee of conformity (Articles L.217-4 and seq. of the Consumer Code) and the legal guarantee against hidden defects provided for in Articles 1641 and seq. of the Civil Code.

When invoking the statutory guarantee of conformity, the Customer:

- has a period of two years from the date of delivery of the Pass(es) to take action;
- may choose between repair or replacement of the Pass(es). However, the Office may not proceed according to the Customer's choice when this choice entails a cost that is clearly disproportionate to the other option, taking into account the value of the Pass(es) or the significance of the defect;
- is exempt from providing proof of the existence of the lack of conformity of the Pass(es) for 24 months from the delivery of the Product(s).

When acting under the warranty for hidden defects, the Customer may choose between cancellation of the sale or a reduction in the sale price, in accordance with Article 1644 of the Civil Code.

Any return of a Pass must be expressly agreed to by the Office. It will result in the replacement of the Pass(es) concerned, after qualitative and quantitative verification of the returned Pass(es). The costs and risks of the return shall remain the responsibility of the Customer if the non-conformity is not proven.

Passes must be returned by the Customer accompanied by a copy of the corresponding purchase invoice.

In general, the Office can only be held liable in the event of proven fault on its part. In such a case, its liability is limited solely to direct, personal and certain damages suffered by the Customer, with the express exclusion of compensation for any indirect and immaterial damages and/or losses, such as financial losses, damage to image, etc.

In any event, the Office declines all liability for damages resulting from changes to Passes, malicious acts or negligence on the part of the Client or third parties.

Finally, the Office cannot be held liable for any temporary or permanent damage caused to the Customer's computer system or for any loss or damage that may be suffered as a result of accessing or browsing the Website.

The transmission of data via the Internet may result in errors and/or the Website not always being available. Consequently, the Office cannot be held liable for the availability and interruption of the online service.

12.2. Provision of Products and/or Services

The Product(s) and/or Service(s) covered by the Passes ordered by the Customer shall be executed by the Service Provider(s) in accordance with the terms and conditions defined by them and, where applicable, indicated on the Website.

The description on the Website of the Products and/or Services covered by the Passes ordered by the Customer, and the acknowledgement of receipt sent to the Customer by the Office, supplemented by the provisions of these General Terms and Conditions, constitute the prior information provided for in Article R.211-4 of the Tourism Code when they consist of a package tour or travel service within the meaning of that Code.

The Customer and/or Beneficiary(ies) shall inform the Office as soon as possible, depending on the circumstances of the case, of any non-compliance observed during the performance of the Products and/or Services.

In all cases, the price paid for a Pass does not include the transport of the Customer or the Beneficiary(ies) to their place of performance (e.g. transport costs to the place set for the start of performance of the Products and/or Services).

12.3. Liability for Products and/or Services

In accordance with Article L.211-16 of the Tourism Code, when the Products and/or Services consist of a package tour or travel service as defined in Article L.211-2 of the same Code, the Office shall be liable for their performance, even if they are performed by one or more Service Providers, without prejudice to its right of recourse against the Service Provider(s) concerned.

12.4. Specific Provisions for the Performance of Products and/or Services

In accordance with Article L.211-14 of the Tourism Code, when the Products and/or Services consist of a package tour or travel service as defined in Article L.211-2 of the same Code, the Customer or the Beneficiary(ies) may cancel the Products and/or Services booked by them using the Passes at any time, subject to payment of cancellation terms in accordance with the cancellation conditions indicated either by the Service Provider(s) or by the Office.

Similarly, pursuant to the same article, if the Products and/or Services are subject to a minimum number of participants, as indicated on the Website or by the Office and its Agencies when the Pass is ordered by the Customer or by the Service Providers, and this minimum number is not reached, the Office and/or the Service Provider(s) may cancel them in accordance with the following terms and conditions:

- twenty (20) days before the start of the Products and/or Services if their duration exceeds six (6) days;
- seven (7) days before the start of the Products and/or Services if their duration is between two and six (2 to 6) days;
- forty-eight (48) hours before the start of the Products and/or Services if their duration does not exceed two

(2) days.

The Customer(s) and/or the Beneficiary(ies) have the right to cancel the Products and/or Services and obtain a refund without additional compensation if exceptional and unavoidable circumstances have a significant impact on their performance.

Similarly, if the Office is prevented from performing the Products and/or Services due to exceptional and unavoidable circumstances, it is entitled to notify the Customer and terminate them as soon as possible.

Article 13 - Personal Data - Cookies

When creating a customer account on the Website, at the Office and Agency reception desks, or with Partner Reseller, the Customer is required to provide personal information for the registration and fulfilment of their Pass orders.

The Office is responsible for processing the personal data provided by the Customer.

This data is primarily collected by the Office for the purpose of processing and tracking the Customer's Pass orders and managing the Customer Account on the Website.

This data is intended for the Office and may be shared with service providers, partner Websites and partner reseller Websites for the processing of orders, after-sales service, management of the commercial relationship with the Customer, communication about commercial offers if acceptance was given when the data was collected by clicking on the box provided for this purpose on the Website, and for statistical analysis.

In all cases, the Customer retains the right to object to the continued use of their data for commercial prospecting purposes by the Office by sending a decision to that effect directly to the Office at the contact details indicated on the offers sent to them.

The Office undertakes to comply strictly with the applicable regulations on personal data, in particular to ensure their security.

In this regard, the Office informs the Customer that they have the right to access, rectify, delete, erase and transfer data concerning them.

The Customer may exercise any of these rights by sending a request to this effect to the Office at the following address: 78-82 rue Bernard Palissy - 37000 Tours or by e-mail: info@tours-tourisme.fr.

Certain pages of the Website may use 'cookies', which are small text files containing information specific to the Website Customer, stored on the Customer's hard drive and which can only be read by the server that provided them. The Office makes limited use of cookies in order to optimise the browsing experience on the Website, which the Customer agrees to accept.

If the Customer does not wish this technology to be used, they may disable this function in their browser software while still retaining access to the Website.

The Office undertakes to store any personal data it may collect about the Customer for a period not exceeding that necessary to achieve the purposes for which it was collected or processed.

For more information about the data collected about them by the Office, the Customer may also consult the Privacy Policy available on the Website.

Article 14 - Evidence Agreement

Actions carried out by the Customer on the Website, in particular by accepting these General Terms and Conditions or placing an order for Passes, are equivalent to a handwritten signature as referred to in Article 1367 of the Civil Code and to the conclusion of a contract in electronic form within the meaning of Articles 1127-2 et seq. of the Civil Code.

In accordance with Article 1368 of the Civil Code, the Customer accepts that the time-stamping elements implemented, the Website processes by which they express their consent (e.g. by ticking the corresponding boxes), and in general, all elements created and/or exchanged on the Website (e.g. proof of connections, computer records and other identification elements) as well as emails exchanged with the Office, are admissible in court and constitute proof of the data, elements and signatures that they materialise, contain and/or express.

Article 15 - Archiving

Contracts resulting from Pass orders placed on the Website and these General Terms and Conditions are archived electronically by the Office.

In accordance with Article L.213-1 of the French Consumer Code, contracts relating to Pass orders on the Website for an amount equal to or greater than €120 are kept for a period of 10 years from the date of delivery to the Customer of the Pass that is the subject of the order in question.

The Customer may access them at any time by sending a written request to the Office or directly on the Website via their Customer account.

In this case, the Office will do its utmost to provide the Customer with a copy of the contract in question within one (1) month of receiving the request.

Article 16 - Applicable Law - Jurisdiction

These General Terms and Conditions, the Pass orders placed on the Website that they govern and the use of the Website by the Customer are subject to French law.

In accordance with Articles L. 611-1 et seq. of the French Consumer Code, the Customer has the right to resort directly to a conventional mediation procedure for any dispute that may arise with the Office.

To this end, the Customer may use the services of the following mediator appointed by the Office: Médiation Tourisme et Voyages (MTV) - www.mtv.travel - 01.42.67.96.68.

To use this mediation procedure, the Customer must first send their complaint to the Office by registered letter with acknowledgement of receipt.

If no satisfactory response is received within one month, the Customer may refer the matter to the mediator indicated above in accordance with the latter's terms and conditions.

This mediation is free of charge for the Customer, with the exception of any legal or expert fees, which shall remain at their expense.

In accordance with Article L. 611-2 of the Consumer Code, the dispute cannot be examined by the mediator when:

- the Customer cannot prove that they have first attempted to resolve their dispute directly with the Office by means of a written complaint in accordance with the procedures set out in the contract, where applicable;
- the request is manifestly unfounded or abusive;
- the dispute has previously been examined or is currently being examined by another mediator or by a court;
- the Customer has submitted their request to the mediator more than one year after their written complaint to the Office;
- the dispute does not fall within its jurisdiction.

Furthermore, in accordance with Article L. 616-2 and Article 14 of European Regulation No. 524/2013 on online dispute resolution for consumer disputes, the Customer has the option of using the online mediation system offered by the Online Dispute Resolution platform by connecting via the following link: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=FR3>

The dispute may also be brought directly, or if no resolution is reached through mediation, before the competent court in accordance with the rules of jurisdiction in force.

Article 17 - Mandatory Information for Consumer Customers Under the Consumer Code

Pursuant to Article L.217-15 of the French Consumer Code, Articles L. 217-4, L. 217-5 and L. 217-12 of the French Consumer Code, as well as Article 1641 and the first paragraph of Article 1648 of the Civil Code, provisions which the Customer expressly acknowledges having read prior to placing their order.

Article L.217-4 of the Consumer Code:

The seller is required to deliver goods that comply with the contract and is liable for any lack of conformity existing at the time of delivery.

The seller is also liable for any lack of conformity resulting from the packaging, assembly instructions, or installation when this has been made its responsibility by the contract or has been carried out under its responsibility.

Article L.217-5 of the Consumer Code:

To be in conformity with the contract, the goods must:

1. Be fit for the purpose usually expected of similar goods and, where applicable:

- correspond to the description given by the seller and possess the qualities that the seller presented to the buyer in the form of a sample or model;
- have the qualities that a buyer can legitimately expect given the public statements made by the seller, the manufacturer, or their representative, particularly in advertising or labelling.

2. Or have the characteristics defined by mutual agreement between the parties or be suitable for any special purpose sought by the buyer, brought to the seller's attention and accepted by the latter.

Article L.217-12 of the Consumer Code:

Action resulting from lack of conformity lapses two years after delivery of the goods.

Article 1641 of the Civil Code:

The seller is bound to a warranty on account of hidden defects in the item sold that render it unfit for the use for which it is intended, or that so impair its use that the buyer would not have acquired it, or would only have paid a lower price for it, if he had known about them.

Article 1648 of the Civil Code:

Action resulting from redhibitory defects must be brought by the purchaser within two (2) years of discovery of the defect.

Article 18: Legal Notices

Identification of the website publisher: TOURS VAL LOIRE TOURISME (the Tours Val de Loire Tourist Office & Convention Bureau).

Local Public Company

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For any questions or complaints, the Customer may contact the Office at the following address: info@tours-tourisme.fr / +33 (0)2 47 70 37 37.

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