



CLIENT TERMS AND CONDITIONS

DEFINITIONS

In these General Terms, the following words and expressions will have the following meanings:

Access Codes will mean the identifier and link password chosen by you on registration as amended from time to time, enabling you to be identified and log on to the various Services offered on the Site.

Booking Request means a booking created by a Member via the Site for Services to be provided by a Service Provider.

Customer Services will mean the information and advice service made available to Members by PIDGEWEST. Customer Services may be contacted via the Site at the following address: contact@pidgewest.com or by post at the following address: Customer Relations, PIDGEWEST Group SAS, 11 Allées Franklin Roosevelt, 31080 Toulouse cedex 6, France

Licence means a revocable, non-transferable, non-assignable and non-exclusive personal licence to use the Site and to use and access the Services and Information available on or via the Site.

Member or **you** means an adult natural person who has registered on the Site and **Members** shall be construed accordingly.

Registration Form will mean the form enabling you to communicate your Profile to PIDGEWEST and select a Service.

Services will mean any service provided to Members on the Site

Service Providers will mean service providers listed on the Site and **Service Provider** will be construed accordingly.

Site will mean <http://www.pidgewest.com> or such other website as Pidgewest may from time to time establish.

Transaction will mean a booking made by a Member with a Service Provider via the Site pursuant to which Services are provided to a Member and where the Service Provider is paid by the Member for such Services; a transaction consists of one person per booking in the event that the total number of people uses the service affects the price (for instance 4 people booking a restaurant will result in 4 transactions, but 4 people booking a taxi will result in one transaction).

Transaction Fee will mean the fee paid by the Service Provider to PIDGEWEST for the said Transaction.

VAT means value added tax (or any similar or replacement tax) at the prevailing rate from time to time.

1. GENERAL PROVISIONS AND ENFORCEABILITY

1.1 By registering on the www.pidgewest.com (the "**Site**") and/or by ordering services (the "**Services**") via the Site with PIDGEWEST Group SAS, a company registered at the Tribunal de Commerce in Toulouse, France under number 515 361 434 having its registered office at 11 Allées Franklin Roosevelt, 31080 Toulouse cedex 6, France ("**PIDGEWEST**"), you agree to the terms and conditions set out below (the "**General Terms**") and that the General Terms govern and are incorporated into the agreement between PIDGEWEST and you (the "**Agreement**") for your use of the Site and booking Services via the Site.

1.2 Certain Services on the Site may be subject to additional and specific special conditions of use (“**Special Conditions**”), including those set by the Service Providers, which are available on their pages. Such Special Conditions of use will supplement the General Terms and will prevail in the event of any conflict with the General Terms.

1.3 PIDGEWEST is free to amend the General Terms at any time. Should PIDGEWEST amend those, you will be asked to review and accept them as you log on for the first time after they have been amended. You are recommended to refer regularly to the latest version of the General Terms available at all times on the Site. Your continued use of the Site following the posting of any changes to these General Terms indicates your acceptance of those changes.

1.4 PIDGEWEST may assign the benefit of these terms and conditions to any party without obtaining your consent.

2. MyCASH™

2.1 PIDGEWEST has developed its own loyalty programme called MyCASH™.

2.2 PIDGEWEST will share part of the agreed Transaction Fee with the Member. The percentage of the share is at the discretion of PIDGEWEST.

2.3 The Member will accrue MyCASH™ monies that they will be able to redeem with any contracted Service Provider on the PIDGEWEST Site.

2.4 The process will be to make the Service Provider aware of any redemption, including the exact amount, at the time of booking. A unique voucher will be issued and can be asked by the Service Provider at the time of payment.

2.5 The Member will pay the Service Provider at the agreed time of payment, clear of the agreed redemption amount. This amount will be credited to the Service Provider on its following invoice.

2.6 PIDGEWEST can decide at any time the currency of MyCASH™, but any payment owed to the Service Provider will be made in the Service Provider's local currency.

3. PAYMENT BY THE MEMBER

3.1 The Service Provider will upload on the Site its financial conditions as well as the general terms and conditions if any applicable for the Service it offers.

3.2 The Member will not pay PIDGEWEST for the Service provided but will pay directly to the Service Provider the fees agreed with him.

4. ACCESS TO AND USE OF SERVICES AND INFORMATION AVAILABLE ON THE SITE

4.1. Following your registration on the Site PIDGEWEST will, in reliance upon and subject to the following provisions of this clause 3, grant you a Licence. These General Terms govern and form part of such Licence.

4.2 You warrant and confirm that you are a natural person acting in a non-professional capacity, aged at least 18 years and legally capable of entering into this agreement.

4.3 You warrant and represent that the information you have provided in the Registration Form is true, accurate and complete in all respects and shall update such information promptly should it change.

4.4 You agree that you shall:

- (a) only use the Site and/or download any Information exclusively for your personal and non-commercial use;
- (b) not copy, reproduce, distribute, transmit all or part of the Site to any person or incorporate in any other document without PIDGEWEST's prior written consent;

- (c) not reproduce, re-use, summarise, falsify, modify, move, extract, replace, store or re-circulate, reproduce, represent or retain, directly or indirectly, on any medium, by any means and in any form, all or part of the Information or reproduction (including without limitation illustrations, photos...) and/or PIDGEWEST's name, logo(s), or trademark(s) or other intellectual property which PIDGEWEST owns or uses without PIDGEWEST's prior written consent;

4.5 You undertake, when using the Site, to behave reasonably and refrain from any act which may prevent the smooth functioning of the Site.

4.6 If you do not comply with the General Terms, PIDGEWEST will be entitled to immediately terminate your Licence without prejudice to any entitlement PIDGEWEST may have to claim full compensation for any damage suffered.

5. THE CONCIERGE SERVICE

5.1. Service Providers are contactable directly by Members via the Site. The Service Providers have agreed and accepted the standard PIDGEWEST Service Provider terms and conditions (the "**Service Provider Terms**") stipulating the conditions of service and tariffs including potential discounts negotiated by PIDGEWEST for the own benefits of the Members. A copy of the standard Service Provider Terms can be downloaded in PDF format by Members from the Site.

5.2 You must take the following steps in order to be able to access the Concierge Services via the Site:

- (a) complete the Registration Form; and
- (b) accept these General Terms by clicking on the validation button in the online Registration Form.

5.3 In order to utilise a particular Service, you must take the following steps:

- (a) make direct contact with your chosen Service Providers exclusively via the Site and enter into any correspondence necessary to arrange appointments, make bookings or request estimates exclusively via the Site; and
- (b) create a Booking Request and submit such Booking Request to the Service Provider via the Site; and
- (c) pay the Service Provider directly in full for the Services which are the subject of your Booking Request (in accordance with the Service Provider's own payment terms, if applicable).

If you fail to follow the procedure indicated above you may not benefit from the protections contained in the Service Provider Terms and may not benefit from the level of service which PIDGEWEST expects the Service Providers to provide.

6. LIMITATION OF LIABILITY AND INDEMNITY

6.1. Nothing in these General Terms excludes or limits the liability of Pidgewest for:

- (a) death or personal injury caused by PIDGEWEST's negligence; or
- (b) for any matter which it would be illegal for PIDGEWEST to exclude or attempt to exclude its liability; or
- (c) for fraud or fraudulent misrepresentation.

6.2 You agree that whilst PIDGEWEST shall use reasonable endeavours to ensure the general availability of the Site 24 hours a day 7 days a week, that PIDGEWEST has no responsibility or liability for any unavailability of the Site due to maintenance and repair requirements and other reasons beyond PIDGEWEST's reasonable control. You acknowledge and agree that you may not receive prior written notice of unavailability of the Site.

- (a) PIDGEWEST shall not be liable for any damage to your computer or for loss of data resulting from the downloading of such material or access to the Site;
- (b) you shall take appropriate measures to protect your computer equipment data and/or software from contamination by viruses circulating on the Site and/or Information; and
- (c) you are solely responsible for keeping your login information and Access Codes and all other confidential information confidential and secure and agree not to permit any other person to use your user name and not to disclose or provide your user name or password to any other person.

6.3. With particular reference to the Services, PIDGEWEST makes every effort to provide you with the most accurate and up-to-date Information with particular reference to the Service Providers' prices and their Services listed on Site (the "**Service Provider Information**"). However, you hereby acknowledge that the Service Provider Information is uploaded to the Site directly by the Service Providers and PIDGEWEST is therefore unable to guarantee its accuracy or completeness and PIDGEWEST shall under no circumstances be liable to you in any way in respect of the Service Provider Information.

6.4 You agree that PIDGEWEST disclaims all liability in relation to Services provided by the Service Providers and PIDGEWEST assumes no obligation or liability in relation to the quality or delivery of goods and services offered by the Service Providers.

6.5 Any complaint relating to a Service Provider must be sent via the Site by you directly to the Service Provider concerned. Nonetheless, PIDGEWEST, upon its own will, might intervene in order to find an amicable solution to the dispute, for the best interest of the parties,

6.6 If notwithstanding the above, PIDGEWEST is held to be liable to you, PIDGEWEST's maximum aggregate liability to you under contract, tort (including negligence or breach of statutory duty, misrepresentation, restitution or otherwise) shall at all times be limited to the amount received by PIDGEWEST from the Service Provider under their agreement at the time of the claim.

7. The Member's Obligations

7.1 PIDGEWEST will email the Member who shall be asked to complete and return it to PIDGEWEST, a review of each Transaction confirming that the Transaction was completed. If a Member does not provide such a review within five (5) days, PIDGEWEST shall be entitled to assume that the Transaction was completed and that a Transaction fee will be payable by the Service Provider.

7.2. The Access Codes enable you to identify yourself and log on to the Site. The Access Codes are personal and confidential. You are solely responsible for the use of your Access Codes and will indemnify PIDGEWEST in respect of any loss, damage, claim and expense incurred by PIDGEWEST as a result of any loss, theft, fraudulent or unauthorised use of your Access Codes. In the event of loss, theft or accidental disclosure of your Access Codes, you must promptly inform Customer Services by email who will cancel your Access Codes as soon as possible and supply you with new Access Codes.

8. TERMINATION

8.1 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, PIDGEWEST may terminate this Agreement without liability to you immediately by giving written notice to you if:

- (a) you commit a breach of any material term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or
- (b) you repeatedly breach any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or



8.2 You may terminate the Agreement, without liability to PIDGEWEST at any time with immediate effect.

9. NOTICES

9.1 Except as explicitly stated otherwise, notices to PIDGEWEST shall be sent by registered mail to :
PIDGEWEST Group SAS, 11 Allées Franklin Roosevelt, 31080 Toulouse cedex 6, France..

9.2 PIDGEWEST shall send notices to you by e-mail to the e-mail address that you provided to PIDGEWEST on your Registration Form.

10. DISPUTES

Any complaints or disputes regarding the Site must be addressed via the Site to Customer Services.

In the event of litigation or necessity of arbitration between a Member and PIDGEWEST, PIDGEWEST will do its best to amicably settle the dispute. If no settlement can be reached between the parties, PIDGEWEST or you can file a complaint in front of the competent jurisdiction.

11. GOVERNING LAW AND JURISDICTION

This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, French law.

Each party to this Agreement consents to the exclusive jurisdiction and venue of the Courts of France.