

Coliving Provence

Terms of Service & Disclaimer

Please read these Terms of Service (the Terms of Service or "Agreement") fully and carefully before using www.colivingprovence.io (the "Site") and the services, features, content or applications offered by Coliving Provence and/or its affiliates (collectively, "we", "us" or "our") (together with the Site, the "Services"). These Terms of Service set forth the legally binding terms and conditions for your use of the Services. These Terms of Service do not govern your occupancy of any premises leased or managed by us. Such occupancy is pursuant to the relevant lease, license or other occupancy agreement and not these Terms of Service.

1. Acceptance of Terms of Service

- a. By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Site, you agree to these Terms of Service and all other operating rules, policies and procedures that may be published from time to time on the Site by us, each of which is incorporated by reference and each of which may be updated from time to time without notice to you.
- b. Certain of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms of Service by this reference.
- c. These Terms of Service apply to all users of the Services, including, without limitation, users who are contributors of content, information, and other materials or services, registered or otherwise.

2. Eligibility

You represent and warrant that you are at least 18 years of age. If you are under age 18, you may not, under any circumstances or for any reason, use the Services. We may, in our sole discretion, refuse to offer the Services to any person or entity and change the eligibility criteria at any time. You are solely responsible for ensuring that you are in compliance with these Terms of Service and all laws, rules and regulations applicable to you, and the right to access the Services is revoked where you are not in compliance with these Terms of Service, where use of the Services is prohibited, or to the extent the offering, sale or provision of the Services conflicts with any applicable law, rule or

regulation. Further, the Services are offered only for your use, and not for the use or benefit of any third party.

3. Registration

a. As part of the Services, you may be required to register for a user account through the Site and/or other applications provided by Coliving Provence (an "Account"). You must provide accurate and complete information and keep your Account information updated. You shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a person other than you without appropriate authorization; or (iii) use, as a username, a name that is otherwise offensive, vulgar or obscene.

b. Your Account information may include information that is personal to you, such as your name, email address and phone number (collectively, "personal details"). You may only provide your own personal details. You may not provide personal details of any third person. You must update your Account information to reflect any change to your personal details. If at any time any portion of your Account information is inaccurate or incomplete, or if you otherwise violate these Terms of Service, we may in our sole discretion and without advance notice choose to suspend or terminate your access to Services, your Account or both.

c. You are solely responsible for the activity that occurs on your Account, and for keeping your Account password secure. You may never use another person's user account or registration information for the Services without permission. You must notify us immediately of any change in your eligibility to use the Services, breach of security or unauthorised use of your Account. You should never publish, distribute or post login information for your Account. You shall have the ability to delete your Account by sending a request to stephanie@colivingprovence.io.

4. Content

a. Definition. For purposes of these Terms of Service, the term "Content" includes, without limitation, information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services.

b. Content. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate.

c. Notices and Restrictions. The Services may contain Content specifically provided by us, our partners or our users and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.

d. Use License. Subject to these Terms of Service, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for purposes other than using the Services is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right. This license does not grant you any ownership rights in the Content.

e. Availability of Content. We do not guarantee that any Content will be made available on the Site or through the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms of Service), or for no reason at all and (ii) to remove or block any Content from the Services.

6. Rules of Conduct

a. You promise not to use the Services for any purpose that is prohibited by these Terms of Service. You are responsible for all of your activity in connection with the Services.

b. You shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Services, that:

i. infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty;

ii. you know is false, misleading, untruthful or inaccurate;

iii. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by us in our sole discretion;

iv. constitutes unauthorised or unsolicited advertising, junk or bulk e-mail ("spamming");

v. contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorised access to any system, data, password or other information of ours or of any third party;

vi. impersonates any person or entity, including any of our employees or representatives; or

vii. includes anyone's identification documents or sensitive financial information.

c. You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the Services; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; (vi) harvest or scrape any Content from the Services; or (vii) otherwise take any action in violation of our guidelines and policies.

d. You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Services, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

e. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users and the public.

7. Third Party Services

The Services may provide links to other third party websites, services or resources on the Internet. When you access third party resources on the Internet, you do so at your own risk. These third party resources are not under our control, and you acknowledge that we

are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link in our Services does not imply our endorsement or any association between us and any third party operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such third party content, goods or services available on or through any such third party website or resource.

8. Payment Conditions

By concluding an Agreement through this website, the exclusive contact is Coliving Provence. The due fees (current fees and deposit) is to be paid to Coliving Provence. Payments are safely processed from your credit/debit card or bank account to the bank account Coliving Provence or Rod Cook, operated by a third-party payment processor. The payment service provider does not become party to the Contract and shall not serve as a point of recourse to the member for any matters concerning duties arising out of the Agreement. Coliving Provence is furthermore the exclusive contact for all questions and claims resulting from the Membership Agreement. Such questions and claims shall exclusively be addressed to Coliving Provence and its support team.

With the effective conclusion of an Agreement and additional service contracts, you are obligated to pay a Deposit and the correspondingly stipulated fee to Coliving Provence.

9. Cancellation Policy

If you are obliged to cancel your booking please contact us as soon as possible. Check our cancellation policy refund of deposits for cancellations.

If the guest cancels more than one month before the arrival date, 100% of the deposit will be refunded.

If the guest cancels more than two weeks before the arrival date, the deposit is non-refundable but can be exchanged for an equivalent amount of days on future stays at Coliving Provence.

If the guest cancels less than two weeks before the arrival date, the deposit is non-refundable.

If the guest arrives and decides to leave earlier than scheduled, in a case of a no-show or cancels the booking after the arrival date, full payment will be required.

10. Disclaimer

a. Website Content. Despite constant and careful maintenance and upkeep of the website, Coliving Provence cannot assume liability for the currency, accuracy or completeness of the information contained on the website nor for the constant availability of the website. Any maintenance work, further development or any other kinds of disturbances can lead to a temporary restriction or interruption of the website's availability. An obligation on the part of Coliving Provence to keep the website up to date and always accessible and useable, does not exist.

b. Links to Third Party Content. Our Website may contain features and functionalities that may link you to third party content and web domains, which is completely independent of Coliving Provence. We have also included links to advertisements that you may find useful or interesting. We have not reviewed or evaluated these sites and we are not responsible for the content of these sites or for anything provided by them and do not guarantee that they will be continuously available. Use of such links is purely your discretion and nothing contained on our Website shall be deemed to construe as recommendation or inducement to buy a particular property advertised on such links. The inclusion of any linked site does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by Coliving Provence of any information contained in such websites and the content therein is merely an offer and not a recommendation to buy or sell any products or services.

c. Property leads shared on non-exclusive basis. You acknowledge that the property listings and the information provided therein is not meant for your exclusive use and shall be available to all the guest of Coliving Provence Website on a non-exclusive basis, depending upon their specific requirements. Availability of a property for your finalisation shall largely depend upon whether or not a prior confirmation with respect to such property has been received by us from another guest.

d. No Warranty. Coliving Provence expressly disclaims any and all warranties, whether express, oral, implied, statutory or otherwise, of any kind to the users and/or any third party, including any implied warranties of accuracy, timeliness, completeness, merchantability and fitness for a particular purpose and warranties arising by virtue of custom of trade or course of dealing and any implied warranties of title or non-infringement.

e. Computer System/Mobile Application. Coliving Provence disclaims any liability, damage, loss or harm which you may suffer, directly or indirectly, by virtue of harm caused to your computer, tablet, mobile or other communication device by download of any contaminated/destructive viral elements or any content accompanied by such download or claims made on Coliving Provence for refund of charges paid in relation to

downloading of any other mobile application (paid or unpaid) which appear to be similar to Coliving Provence.

11. Limitation of Liability

You agree that Coliving Provence (including its and their officers, directors, employees, affiliates, group companies, agents and representatives) shall not in any event be liable to you for:

- a. Any special, incidental or consequential damages arising out of the use or inability to use or delay in use of the Coliving Provence website or the related information for any purpose whatsoever.
- b. Exercising its right to modify or discontinue any or all of the Contents, information, software, products, features and services published on this website.
- c. Taking on rent any of the properties listed on our website, based on suggestions or advice shared on our discussion forums or by users and visitors of our website or have any responsibility of any kind, for any loss or damage, direct, indirect, consequential or incidental incurred by you as a result of applying such advice.

usage policy published on the Website or communicated to you by Coliving Provence from time to time.

12. Force Majeure

Coliving Provence shall not be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, telephone/internet interconnect problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war, or other like causes. Coliving Provence shall have no responsibility to provide you access to our Website whilst such unforeseen delays or interruptions continue.

13. Disputes, Governing Law and Jurisdiction

Coliving Provence shall not be a party to any dispute, which may arise between participants on our Website, or between its users and any third party in respect of any matter related to the Website. In the event of such a dispute arising, you hereby release Coliving Provence, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any manner related to such disputes and/or our Services.

The terms of this "Terms of Service" document are exclusively based on and subject to the laws of France. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in France in the event of disputes arising out of or in relation to your use of Coliving Provence.

14. Contacting Us

If you have any questions about this Privacy policy, the practices of this site, or your dealings with this site, we request you to contact us at stephanie@colivingprovence.io