

GENERAL TERMS AND CONDITIONS MOURATOGLLOU ACADEMY – TENNIS CAMPS – 2024

1. APPLICATION OF THE GENERAL TERMS AND CONDITIONS

1.1. Scope of Application: These terms of sale (hereinafter referred to as the "GTC") govern, without restriction or reservation, all sales of services (hereinafter referred to as the "Services") concluded on the online store available at the following URLs: <https://booking.mouratoglou.com/> and <https://www.mouratoglou.com/en/tennis-studies/> (hereinafter referred to as the "Site"), between the company MOURATOGLLOU ACADEMY, a simplified joint-stock company with a single shareholder, having its registered office at 37 rue la Pérouse in Paris (75016) (hereinafter referred to as "MTA") and any consumer within the meaning of French law and jurisprudence (hereinafter referred to as the "Client") who registers himself or a third party for the Services (hereinafter referred to as the "Participant"). MTA reserves the right to adapt or unilaterally modify these GTC at any time and without notice. The version of the GTC applicable to the sale of Services is the one appearing on the Site at the time the Client places the order for Services. These GTC are written in French.

1.2. Acceptance of the GTC: These GTC are accessible to Clients and more generally to any internet user directly by clicking on the "GTC" link on all pages of the Site. Any order made by the Client is conditioned upon prior consultation and acceptance without reservation of the GTC by the Client online by checking the box "By checking this box, I accept the general terms and conditions of sale." Therefore, the Client's order of Services implies full and unreserved acceptance of these GTC. No specific conditions can prevail over these GTC.

2. DESCRIPTION OF THE SERVICES

MTA offers the Client the opportunity to participate in tennis camps intended for minors or adults (such as "Intensive Camp," "Half-day Camp," "Competition Camp," "Night Session Camp," "Weekend Camp," "Baby Tennis Camp," "Tennis & Golf Camp"), which provide access to private lessons within the Mouratoglou Academy and other ancillary services, including language courses, medical-sports services, transport services, and accommodation services, as well as participation in sports competitions more fully described on the Site. It is also possible to subscribe to catering, accommodation services, and a SPA, which are subject to separate general terms and conditions available at the following URL: <https://www.mouratoglou-resort.com/en/>. MTA undertakes to provide the Client with the Services in accordance with the offers as presented on the Site and accepted by the Client. MTA cannot guarantee the results achieved by the Clients following the chosen Service, which the Client acknowledges (such as victory in any competition or improvement in the Participant's ranking during the camp).

3. PRICES OF THE SERVICES

The prices of the Services invoiced are those listed on the Site at the time of the Client's order confirmation. The prices are indicated in euros, all taxes included (TTC). The prices of the Services do not constitute any offers that could bind MTA beyond the date on which the order was placed. MTA reserves the right to modify its prices at any time and without notice.

4. ORDERS AND PAYMENT FOR SERVICES

4.1. Age Requirement:

The Client placing an order on the Site must be an adult (i.e., over eighteen (18) years old). The order may be placed by the Client in their own name and for their own account, in the name and on behalf of another adult, or in the name and on behalf of a minor. The registration of a minor must be carried out by their legal representative or by an adult with the consent of said legal representative. MTA reserves the right to set age requirements for participants in certain Services.

4.2. Online Order Placement:

On the Site <https://booking.mouratoglou.com/>, the Client must select the date of the course according to the available slots, then select whether the Participant is a child aged three (3) to five (5) years, a child aged six (6) to seventeen (17) years, an adult, or if it is a family, and then select whether accommodation should be

included in the Services or not. The Client must then indicate if they wish to book accommodation by clicking "yes" or "no." To validate the search, the Client must click on "Let's go!".

The Client is then redirected to a new page <https://booking.mouratoglou.com/book/choice/stage> allowing them to select the course of their choice according to the availability of the Services during the period chosen by the Client (such as "Intensive Course", "Half-day Course", "Competition Course", "Night Session Course", "Weekend Course", "Baby Tennis Course", "Tennis & Golf Course") by clicking on the "Add" tab and then "Continue" (first click).

The Client is then redirected to a new page offering to subscribe to optional complementary Services (such as individual tennis coaching, Mental Boost, Recovery Pack, etc.). If the Client does not wish to subscribe to these optional complementary Services, they are invited to click on the "Continue" tab. If the Client wishes to subscribe to any of the optional complementary Services, they are invited to click "Add" and then "Continue."

Whether the Client has subscribed to the optional complementary Services or not, they are redirected to a new page offering to subscribe to various additional Packs (such as equipment provision). If the Client does not wish to subscribe to these additional Packs, they are invited to click on the "Continue" tab. If the Client wishes to subscribe to any of the additional Packs, they are invited to click "Add" and then "Continue."

Whether the Client has subscribed to the additional Packs or not, they are then redirected to a new page showing a summary of the reservation for each Participant. The Client can modify the ongoing reservation or accept the summary by clicking on "Continue."

The Client is then redirected to a new page offering to subscribe to an additional accommodation service, either at the boarding school, the "Mouratoglou Hotel & Resort", or the "Mouratoglou Residence," located at 3550 Route des Dolines in Biot (06410) (hereinafter the "Accommodation Service(s)"). If the Client does not wish to subscribe to this Service, they are invited to click on the "Continue" tab. If the Client wishes to subscribe, they are invited to click on the "Add" tab and then on the "Book" tab. When the Client has subscribed to the Accommodation Service, they are invited to click on the "Continue" tab.

Whether the Client has subscribed to the Accommodation Services or not, they are redirected to a new page allowing them to provide information about the practice of each Participant (such as the number of annual matches). Once the information is completed, the Client is invited to click on "Continue."

The Client is invited either to (i) create their Client account (hereinafter "Client Account") by providing the following information: email address, last name, first name, password, phone number, nationality, date of birth or (ii) enter their email address and password to access their Client Account which they have previously created via the "Log In" tab and then "Sign Up" on the homepage of the Site <https://booking.mouratoglou.com/>.

To reserve the Services, when the Client accesses their Client Account on the page <https://booking.mouratoglou.com/players>, they must confirm the identity of the Participant by clicking either on their own name if the Client is the Participant or on the "Add a player" tab if they are not the Participant, and then provide, under their responsibility, the following information about the Participant: last name, first name, gender, nationality, date of birth, email address, phone number, level of proficiency in French and English (beginner, intermediate, advanced, bilingual), their tennis level, and then click on "Save changes". They will then be redirected to a page where they can validate their choice by clicking on the "Continue" tab.

The Client is then redirected to a page summarizing the object and terms of the sale where they must enter their billing address, check the box "I certify that I am over 18 years old and I have read and accepted the general terms and conditions of sale," and choose whether or not to subscribe to the cancellation insurance offered by MTA by clicking on "Take the cancellation insurance." The Client is then invited to click on "Proceed to payment."

The Client is then redirected to another page where they are invited to enter their bank details. To validate their order and proceed with the payment of the Service price, the Client must click on "Pay" (second click).

4.3. Placing an Order by Phone:

The Client can contact MTA by phone at the following number: 04.83.88.14.30 to order the Services of their choice (such as "Intensive Course", "Half-day Course", "Competition Course", "Night Session Course", "Weekend Course", "Baby Tennis Course", "Tennis & Golf Course") and will specify, under their sole responsibility, the

desired course period; whether accommodation needs to be included, and if so, the type of accommodation chosen from the options listed in Article 4.2; their identity by providing the following information: email address, last name, first name, password, phone number, nationality, date of birth; the identity of the Participant by providing the following information: last name, first name, gender, nationality, date of birth, email address, phone number, language level in French and English (beginner, intermediate, advanced, bilingual), their tennis level. Following this phone call, MTA will send the Client an email summarizing the subject and terms of the order, the information necessary to create their Client Space, and the information required for the Client to make payment for the Services by bank transfer or credit card to MTA's account. The current General Terms and Conditions (GTC) and the internal rules will be attached to this email. The Client will then be informed that payment by bank transfer constitutes full and complete acceptance of these GTC.

4.4. Member Area:

The Client will have a Client account (hereinafter "Member Area") on the Site, allowing access to all information related to the Services, the current GTC, the internal rules, and the terms of sale of the Services "Log in". The Member Area is accessible by entering their email address and the password chosen by the Client.

4.5. Payment for Services:

Services are payable in euros, in full at the time of ordering.

In the case of an order on the Site, payment for Services can be made via Visa, MasterCard, American Express, or PayPal through the secure payment interface Stripe, to protect as effectively as possible all data related to payment methods. The Client can access the general terms of use of the secure interface here: <https://stripe.com/fr/legal/ssa>. Any guarantee regarding the security of this system is entirely the responsibility of the secure interface and cannot be attributed to MTA. At no time will the Client's banking data be transmitted to a third party. The Client expressly acknowledges that the communication of their credit card number on the secure payment interface constitutes authorization for debit from their bank account up to the invoiced amount.

In the case of an order by phone, payment is made by credit card or by bank transfer to MTA's account, whose banking details will be sent by MTA in the order summary email or by any other payment method indicated by MTA. The Client expressly acknowledges that the transfer order to MTA's bank account constitutes authorization for debit from their bank account up to the invoiced amount.

5. CONFIRMATION – MODIFICATION AND CANCELLATION OF ORDER

5.1. Order Confirmation:

Upon completion of payment by the Client on the Site, or by credit card or bank transfer in the case of a phone order, and validated by MTA, MTA will send the Client an email confirmation of the order summarizing the Services ordered, the price of the Services, MTA's contact details, and the general terms and conditions of sale applicable at the time of sale.

5.2. Modification of the Order by the Client:

No modification of the order is accepted by MTA, except with MTA's agreement on a case-by-case basis.

5.3. Cancellation of the Order by MTA:

In case of refusal of payment authorization by credit card or bank transfer reported by the Client's banking institution, or any other payment incident, the order for Services will be canceled by MTA, unless the Client promptly provides MTA with another payment method accepted by MTA.

In any event, MTA reserves the right not to confirm an order for any reason, particularly due to a problem related to the received order or the information provided by the Client. In the event of order cancellation, the Client will be refunded for all fees already paid.

5.4. Cancellation/Postponement of the Order by the Client with Cancellation Insurance:

Without prejudice to the provisions outlined in Article 7 of these GTC, MTA offers the Client the option to subscribe to paid cancellation/postponement insurance at the time of ordering, the cost of which is precisely indicated to the Client when placing their order.

5.4.1 If the Client's order includes a course, an option, boarding accommodation, or accommodation at the Mouratoglou Hotel & Resort, this insurance allows the Client, no later than seventy-two (72) hours before the start of the course to:

(i) be fully refunded for the price of the Services in the event of cancellation, either by bank transfer or in the form of a credit valid for one (1) year from the date of cancellation, at the Client's choice, or (ii) directly postpone the course to another available period without penalty, it being understood, however, that any price difference between the initial course period and the new period will be subject, as the case may be, to an additional payment by the Client immediately, by the payment method of their choice, or a refund by bank transfer.

5.4.2 If the Client's order includes accommodation at the "Mouratoglou" residence, this insurance allows the Client, no later than fifteen (15) days before the start of the course to:

(i) be fully refunded for the price of the Services in the event of cancellation, either by bank transfer or in the form of a credit valid for one (1) year from the date of cancellation, at the Client's choice, or

(ii) directly postpone the course to another available period without penalty, it being understood, however, that any price difference between the initial course period and the new period will be subject, as the case may be, to an additional payment by the Client immediately, by the payment method of their choice, or a refund by bank transfer.

5.4.3 Subscription to the cancellation insurance does not entitle the Client to any refund by MTA in the event of cancellation by the Client less than seventy-two (72) hours before the start of the course if the Client's order includes a course, an option, boarding accommodation, or accommodation at the Mouratoglou Hotel & Resort. Additionally, subscription to the cancellation insurance does not entitle the Client to any refund by MTA in the event of cancellation by the Client less than fifteen (15) days before the start of the course if the Client's order includes accommodation at the "Mouratoglou" residence.

In all the above cases, the cost of the cancellation insurance will not be refunded by MTA.

5.5 Cancellation/Postponement of the Order by the Client without Cancellation Insurance:

In the event that the Client has not subscribed to cancellation insurance at the time of placing the order, MTA allows the Client to cancel their order under the following conditions:

- (i) if the cancellation occurs more than thirty (30) calendar days before the start date of the Service execution, the Client will be refunded seventy-five percent (75%) of the total price of the Services,
- (ii) (ii) if the cancellation occurs between fifteen (15) and thirty (30) calendar days before the start date of the Service execution, the Client will be refunded fifty percent (50%) of the total price of the Services,
- (iii) (iii) if the cancellation occurs within fifteen (15) days prior to the start date of the Service execution, the Client will not be entitled to any refund.

6. DELIVERY OF SERVICES

Delivery refers to the Client's access to the Service, in accordance with Article L.216-1 of the Consumer Code (hereinafter the "Delivery"). Delivery is deemed effective upon the order confirmation sent by MTA to the Client via email, after payment receipt by MTA.

7. RIGHT OF WITHDRAWAL

The Services marketed on the Site constitute leisure activities that must be provided on a specific date or during a specific period. Thus, in accordance with the provisions of Article L. 221-28 of the Consumer Code, the Client expressly waives their right of withdrawal.

8.1 Participant's Health Condition:

MTA cannot be held responsible for any concealment by the Client of the Participant's health condition. Any injury or incident of any nature affecting the physical well-being of the Client or the Participant, prior to the execution of the Services, does not entitle MTA to provide care, and the corresponding expenses will be billed to the Client. In the event of an injury or incident of any nature affecting the physical well-being of the Client or the Participant during the execution of the Services, the Client authorizes MTA to take all necessary measures for care or hospitalization. Care will be provided by MTA within the limits of its medical-sports center's expertise and facilities. Any additional care will be at the Client's expense.

8.2 Insurance:

In the scope of its activity, MTA is insured under the conditions provided by Articles L321-1 and following of the Sports Code. On their part, the Client is solely responsible for obtaining personal liability insurance. The Client warrants that the Participant has taken out a personal liability insurance policy covering any damage

- (i) they may cause to third parties through their own actions during the entire duration of the Services,
- (ii) to which their sports practice may expose them in accordance with the provisions of Article L321-4 of the Sports Code.

8.3. Liability:

MTA only has an obligation of means for all stages of access and ordering on the Site. MTA's liability is expressly excluded, as acknowledged by the Client, for any inconvenience or damage inherent in the use of the Internet network. MTA's liability is expressly excluded, as acknowledged by the Client, in the event of (i) improper use of the Services or materials provided during the execution of the Services or failure to comply with usage recommendations, (ii) lack of results (such as winning any possible competition or improving the Participant's ranking in the course) following the use of the Services, (iii) loss, damage, or theft of any personal belongings during the execution of the Services, (iv) in the event of force majeure within the meaning of Article 1218 of the Civil Code and prevailing jurisprudence.

9. INTELLECTUAL PROPERTY

9.1 Ownership:

The trademarks, logos, documents, studies, domain names, images, videos, texts, know-how, and more generally any other information subject to intellectual property rights related to the Services are and remain the exclusive property of MTA. No transfer of intellectual property rights is made through these GTC. The Client acknowledges and agrees in particular that the Services are subject to intellectual property rights.

9.2 Usage:

The Client may not refer to or use the trademarks, logos, documents, program materials, methodologies, studies, domain names, images, videos, texts, know-how, and any other intellectual property rights belonging to MTA without the express, written, and prior authorization of MTA. In this regard, MTA reserves the right to object to, cease, and seek redress for any use of its intellectual property rights that it considers to be infringing, unfair, constituting acts of parasitism, or contrary to its image or to rights it has granted.

10. PROTECTION OF PERSONAL DATA

The subscription to the Services by the Client, the participation in the Services by the Client and/or the Participant, as well as the provision of such by MTA, involve the processing of personal data. To learn more about the processing carried out with their data, the Client and the Participant are invited to consult the Privacy Policy accessible via the following link: <https://booking.mouratoglou.com/legals/privacy>

11.1. Right to Image:

The Client authorizes, on a non-exclusive basis, MTA or any third party authorized by MTA (television crews, photographers, journalists) to capture, record, reproduce, use, broadcast, and duplicate their image and voice, as well as the image and voice of the Participant, for promotional, illustrative, decorative, representational, or advertising purposes. Within this framework, the Client authorizes MTA or any third party authorized by MTA (television crews, photographers, journalists) to exploit their image and voice, as well as the image and voice of the Participant, in whole or in part, on all media (including paper, video, multimedia, internet) and through any means of communication, known or unknown to date (including dissemination on intranet, internet

dissemination, telecasting, exhibition) for the needs of its internal and external communication, as well as for the advertising, promotion, and sale of MTA's products and services. This authorization to exploit the rights to the image and voice of the Client and the Participant is valid worldwide for a period of fifteen years from the date of acceptance of these GTC and is granted free of charge.

However, the Client may explicitly object to the dissemination of their image and voice, or that of the Participant, directly to MTA at any time by sending an email to rgpd@mouratoglou.com.

11.2. Brand Image and Internal Regulations:

The Participant undertakes to represent MTA's values and to comply with MTA's internal regulations throughout the provision of the Services. The internal regulations are accessible to the Client via their Member Area and provided to the Participant on the first day of the course. Non-compliance with the internal regulations may result in sanctions, including the exclusion of the Participant. Any exclusion for this reason will not entitle the Client to a refund of the price of the Services.

In the event that the Client has chosen accommodation within the "Mouratoglou" Residence or at the boarding school, the internal regulations of the said Residence or boarding school will be communicated to them at the time of order confirmation. The Client undertakes to ensure that the Participant complies with the internal regulations, under penalty of sanctions, up to and including exclusion.

12. LANGUAGE, DISPUTE RESOLUTION, AND APPLICABLE LAW

12.1. Language:

The Parties expressly agree that these GTC are written in the French language. In the event of any discrepancy or contradiction in the interpretation of the terms and conditions of these GTC, the French version shall prevail over any other translated or interpreted version in another language.

12.2. Mediation:

In the event of a dispute concerning the formation, execution, non-performance, or termination of sales concluded under these GTC, the Parties shall attempt to find an amicable solution. The Client thus has the option to resort to a consumer mediator in accordance with Article L612-1 of the Consumer Code. To submit their dispute to the mediator, the Client must:

- (i) fill out the form on the Website <https://sasmediationsolution-conso.fr/>, or
- (ii) send their request by regular or registered mail to Médiation Solution, 222, chemin de la bergerie 01800 SAINT JEAN DE NIOST.

To ensure prompt processing, any mediation request from the Client must contain the following information: postal, electronic, and telephone contact details of the Client, contact details of MTA, a brief description of the facts, evidence of prior steps taken with MTA.

12.3. Applicable Law and Jurisdiction:

All provisions in the GTC, as well as all purchase and sale transactions referred to therein, shall be subject to French law and the competent courts.