

TERMS AND CONDITIONS OF SALE

THERMES D'AVENE, a joint stock company with a capital of 1,057,212.00 Euros, registered with the companies register in Montpellier under number 423 907 732 whose registered office is at CENTRE THERMAL AVENE, Les Bains d'Avène – 34260 AVENE France

Hoster : Société CIS VALLEY Chemin de l'Hermine BP 70081 – 33523 BRUGES
SAS au capital de 2500000 euros RCS BORDEAUX B 410 100 747

Contents

TERMS AND CONDITIONS OF SALE.....	1
PREAMBLE	2
DEFINITIONS	3
PURPOSE AND SCOPE OF APPLICATION	3
DURATION	4
BOOKING	5
MAKING A BOOKING	5
TARIFFS.....	7
PAYMENT CONDITIONS AND METHODS	8
INTERRUPTION	9
SUSPENSION	9
CANCELLATION	10
MODIFICATION	11
FORCE MAJEURE.....	11
MEDICAL CONSULTATION	11
REALISATION DE LA CURE.....	12
HYGIENE AND REGULATIONS	13
LIABILITY	13
COMPLAINTS	14
PRIVACY	14
DIRECT PROSPECTING	16
AGREEMENT IN RELATION TO PROOF.....	16
INTELLECTUAL PROPERTY.....	16
APPLICABLE LEGISLATION.....	17
INTEGRAL NATURE	17
APPENDIX	17

PREAMBLE

LES THERMES D'AVENE SAS (hereinafter referred to as "TA") operates the website <http://www.avenecenter.com/en>, which is an information and spa treatment booking website.

The Customer hereby states he or she has obtained all the necessary information from TA.

Should a treatment be booked through the website <http://www.avenecenter.com/fr>, it is assumed that the terms and conditions of sale have been consulted and accepted at the tariff booked.

The Customer's agreement to these terms and conditions of sale in respect of the tariff booked is deemed to have been given at the time of booking; no booking can be made without this agreement.

Customers have the option of saving and printing these terms and conditions of sale at the tariff booked by using the standard features on their browser.

The website provides the following information:

The legal notice which precisely identifies TA and indicates its name, the address where it has an establishment, its email address, its phone number, its registered office, whether they are subject to value added tax and the individual identification number.

The essential features of the proposed treatments

(Description of treatment programmes).

The prices.

Methods of payment.

Exercising the right of withdrawal.

The terms and conditions of sale.

The period of validity of the offer and the price thereof.

Customers, prior to booking the treatment, state that the booking for these treatments is for personal needs.

Customers are fully aware that their agreement in respect of the content

of the terms and conditions of sale does not require a handwritten signature on these documents, but is solely the result of making a booking.

All information is given in English.

Customers state they have full legal capacity to undertake the commitment as regards these terms and conditions of sale.

DEFINITIONS

Hereafter, the following terms will have the following meanings:

"Customer": means an individual (the other party to the contract), an adult (over 18 years of age) who has booked or acquired a Treatment, and is acting in respect of his or her personal needs.

"Booking Confirmation": means a paperless document (electronic mail) sent by TA to the Customer, summarizing the characteristics of the Treatment booked by the Customer via the Internet. Acceptance of the booking confirmation has the effect of contractually binding the Customer.

"E-mail" or "electronic mail": means any message in the form of text, voice, sound or image sent by a public communications network and stored on a network server or in the recipient's terminal equipment until the aforementioned recipient recovers it.

"Booking": means the act whereby the customer books one or more Treatment(s).

"Treatment(s)": All service provision, treatment packages and additional treatments prescribed by the attending doctor, whether or not covered by the French health insurance scheme or other social insurance scheme.

- Spa Treatment(s) (insurance approved treatment, personally funded treatment and / or "Sensicure" package), dermatological and oral treatments whose main characteristics are presented in brochures and on the Website.

"Website": electronic service operated by TA on the internet and accessible at <http://www.avenecenter.com/en>.

PURPOSE AND SCOPE OF APPLICATION

These terms and conditions of sale lay down the rights and obligations of

the parties in respect of the booking and sale and / or remote booking via electronic means of Treatments offered to Customers by the TA on its Website and in its brochures.

These terms and conditions of sale govern all the steps involved in making and tracking the booking agreed between the contracting parties.

The Customer acknowledges having read the terms and conditions of sale, which are available on the Website (also available by email and by post on request), and has accepted them.

These terms and conditions of sale apply to all bookings made on the website, by email or by post.

DURATION

These general conditions of sale apply throughout the period of time TA offers the Treatments on its Website.

TA reserves the right to temporarily or permanently close down the Website or online booking space without prior notice or compensation. TA shall not be liable for damages of any kind whatsoever that may result from these changes and / or the temporary unavailability or permanent closure of all or part of the Website or the Treatments associated with it, such as the online sales space.

TA may amend and / or add to these terms and conditions of sale at any time, without, however, the conditions applicable at the time the booking was made by the Customer being amended. In this case, the new version of the terms and conditions of sale will be posted on the Website by TA. If modified, the terms and conditions of sale are those in effect at the time of booking.

BOOKING

The Customer chooses from the Treatments presented on the Website on the day of booking.

The Customer acknowledges having read the booking conditions, the full description of the Treatments available and having requested and received the necessary and / or complementary information necessary for making the booking with full knowledge of the facts.

Customers are solely responsible for their choices and the suitability of these as regards their needs, and therefore TA cannot be held liable.

The booking is deemed to have been accepted by the Customer at the end of the booking procedure.

On the Website or by post: The Customer completes the online booking form on the Website or completes the paper form following the recommendations provided, validates it on the Website and sends it to the following address: contact.avenecenter@pierre-fabre.com or sends it by post to the following address: Les THERMES D'AVENE – 34 260 AVENE - FRANCE.

MAKING A BOOKING

For bookings made via the Website, the Customer completes the online booking form and provides a credit card number. The deposit must be paid at the time of booking.

Methods of payment: see details in the appendix.

To confirm the booking, the Customer pays the deposit corresponding to the Treatment booked by credit card. The booking is considered to have been made at the time the online deposit is paid, subject to a valid medical appointment having been made.

If the deposit is not paid, TA will not confirm the booking and cannot guarantee the availability of the Treatment, and TA cannot be held liable in this respect.

Prior to making a booking, the Customer agrees to complete the information requested on the booking form. The Customer attests to the veracity and accuracy of the information provided.

The booking procedure includes the following steps:

Step 1: Searching for and selecting a Treatment.

Step 2: Entering Customer contact information. A complete and valid postal address (**obligatory**) and email address (**not obligatory**) for the Customer is essential for TA to continue processing the booking.

Step 3: Checking booking details, consulting and accepting the terms and conditions of sale at tariff booked; online payment.

Step 4: The booking is verified and validated by TA before registration. Once registered, the Customer receives the booking confirmation by email and / or by post, showing: dates, the package(s) of the Treatments selected, the amount of the deposit paid.

TA reserves the right to refuse or invalidate a booking should the Customer provide incomplete or fraudulent information or should the deposit not be paid.

The booking is deemed to have been accepted by the Customer at the end of the booking procedure as confirmed by TA. This acceptance is proof that the Customer has read and unreservedly agreed to the terms and conditions of sale.

For any questions regarding bookings, Customers may directly contact TA by telephone on +33 (0)4.67.23.41.87 or by email at the following address: contact.avenecenter.com.

TARIFFS

The tariffs applicable in accordance with the appendix to these terms and conditions of sale are those in force on the day the booking is made. Our prices are in euros, include VAT, and are valid only for the period indicated on the Website and on the booking confirmation.

The tariffs take into account the VAT applicable on the day of booking and any change in the rate of VAT will be automatically reflected in the tariff shown. The VAT actually paid by the Customer will be the VAT on the date of receipt of the invoice. Any changes or introduction of new legal or regulatory taxes imposed by the competent authorities will be automatically reflected in the price as shown on the date of the invoice.

TA reserves the right to change their tariffs at any time, and guarantees Customers that the price in force on the day of booking will be applied.

Tariffs may be consulted and downloaded from the Website and are included in TA's brochures.

Insurance approved Treatment:

On the day of arrival for the Treatment, the Customer will provide TA with the original of the agreement to cover the cost of the thermal treatment package, commonly referred to as "*Volet 2*".

Personally funded treatment (6, 12, 18 days) or "Sensicure" package:
A quote is prepared following the consultation.

On the day of arrival for the Treatment, Customers will pay TA the balance of the package booked, and if applicable any additional services prescribed, the amount of which is shown on the quote submitted in duplicate to the Customer by TA.

TA retains a copy of the quote once signed by the Customer.

At end of the stay the Customer (insurance approved Treatment with payment, personally funded Treatment 6, 12, 18 days or "Sensicure" Treatment) will go to the TA reception desk to close his or her file: the final invoice is adjusted in the presence of the Customer at the earliest on the penultimate day and no later than the last day of Treatment.

Methods of payment: details in Appendix.

PAYMENT CONDITIONS AND METHODS

The Customer provides bank details, bank card or credit card (Carte Bleue, Visa, Mastercard), indicating directly in the area provided for this purpose (secured by SSL encryption) the card number with no spaces between the numbers, its expiry date and the security code in order to make a prepayment via Mercanet.

TA chose Mercanet to secure online payments by bank card. The validity of the customer's payment card is verified by Mercanet. The payment card may be refused for several reasons: the card may be stolen or blocked, the ceiling has been reached, there is an entry error, etc. If there is a problem, the Customer must approach both their bank and the TA to confirm the booking and method of payment.

Part payment is debited at the time of booking (online prepayment). This prepayment is considered to be a deposit. The deposit is deducted from the final bill.

The balance of the cost of the Treatment will be paid in accordance with the appendix hereto. The Customer has the option of choosing from the following means of payment offering optimal security:

In cash (up to the statutory maximum amounts for the payment of the balance of the cost of the Treatment).

By credit card (Visa, Eurocard / Mastercard).

By bank or post office cheque. The cheque will be cashed at the time of receipt. Only French cheques will be accepted.

The various additional services and taxes must be paid before the end of the Customer's stay.

If the Customer does not pay the balance of the Treatment before departure, the establishment reserves the right to directly collect the money owed from the credit card, the details of which have been given either at the time of the payment of the deposit or on arrival, and the Customer expressly accepts this. Should this be the case late payment penalties will be due from the day following the due date of the invoice at the rate of 15% per year, and will be applied to the total amount shown on the invoice including taxes. In addition, a fixed penalty of 15% of the amount due shall be payable in case of collection through legal channels.

INTERRUPTION

Approved Treatment: should the Treatment be entirely interrupted, the Customer or the representative of the Customer shall immediately contact TA to agree on the method of closing the file.

Proof of interruption (medical certificate, appointment, civil status certificate) is **obligatory** in order to allow TA to process the file as usual with the application of the third-party payment system in respect of the Treatment package.

In the absence of documentary proof, the Customer shall directly pay TA the full amount shown on the Treatment invoice.

SUSPENSION

Should the Treatment be suspended (temporary halt of the Treatment), the Customer or the Customer's representative shall immediately contact TA to agree on the terms for processing the file. Proof of interruption (medical certificate, agreement, civil status certificate) is **obligatory** in order to allow TA to process insurance approved and reimbursed Treatments, including the application of the third-party payment system, in respect of the Treatment package. In the absence of documentary proof, the Customer shall directly pay TA the full amount shown on the Treatment invoice.

Personally funded Treatment (6, 12,18 days) or "Sensicure" Treatment in case of total or temporary interruption for medical reasons. Should the Customer provide TA with a medical certificate, the cost of the unused Treatment will be reimbursed pro rata.

The insurance approved Treatment, the personally funded Treatment (6, 12, 18 days) or the "Sensicure" Treatment may only be resumed on medical advice and after providing TA with a medical certificate.

Methods of reimbursement, payment methods: Appendix.

CANCELLATION

The Customer may cancel the booking within two (2) weeks of the date of arrival, by letter to the TA at the following address: Les THERMES D'AVENE – 34260 AVENE – France or by email to contact.avenecenter@pierre-fabre.com. This cancellation will result in the deposit being refunded within a period of one (1) month from receipt of the cancellation request sent by the Customer to TA, either by crediting the Customer's bank account or by cheque.

The Customer may also cancel the booking by phone within a period of two (2) weeks of the anticipated date of arrival. However, the cancellation must then be confirmed in accordance with the above conditions by post or email.

A booking cancelled within less than two (2) weeks of the date of arrival at the Customer's request solely for professional or medical reasons with supporting documentation will result in the refund of the deposit within one (1) month of TA receiving the cancellation request and the documentary proof from the Customer.

In the absence of documentary being proof sent by the Customer, TA will retain the deposit.

Should the Customer not make use of certain treatments prescribed as part of the Treatment for any reason whatsoever, in particular including in the case of no show or late arrival at the place of the appointment, the Customer will continue to liable for all the amounts due under the original booking. The Customer must therefore pay the balance before leaving TA.

This does not apply to the thermal spa treatment package provided as part of an 18 day insurance approved Treatment. In this special case only, should the Treatment be interrupted, on the signature of a spa doctor, the cost of the thermal package due will be invoiced on a pro rata basis.

MODIFICATION

Any changes made to the booking by the Customer can only be taken into account by TA within the limits of its possibilities and provided TA is notified either by letter sent to the following address: Les THERMES D'AVENE – 34 260 AVENE- France or by email to: contact.avenecenter@pierre-fabre.com or by telephone in accordance with the above description, within at least eight (8) days prior to the anticipated date of arrival.

Any changes made by phone must be confirmed in accordance with the above conditions by post or email.

Wherever possible, TA will attempt to meet the Customer's request. No changes can be considered if the request is received less than eight (8) days prior to the date of arrival.

Should the proposed change be refused, and should the Customer be unable to fulfil the original terms of the booking, the Customer will be considered to have cancelled.

FORCE MAJEURE

TA shall not be held liable in respect of the Customer for failure to perform its obligations as a result of a force majeure event. Force majeure events or unforeseeable circumstances will be those usually recognized by the precedents set in the French Courts.

MEDICAL CONSULTATION

As part of the Treatment, a medical visit to a spa doctor is required (TA's medical offices) before the start of the Treatment.

The appointment for this medical consultation is made, before booking the Treatment, by the Customer who directly contacts the medical practitioner of his or her choice.

The list of TA medical offices can be found in the TA's brochure, and is also available on the website.

The Customer informs the TA at the time of booking of the name of the spa doctor chosen and the date and time of the appointment for the medical consultation.

For the insurance approved Treatment and the personally funded Treatment of 6, 12 or 18 days, medical fees are paid directly to the spa doctor at the medical practice.

For the "Sensicure" Treatment, the fees are included in the package, and are paid to TA in totality.

THE TREATMENT

The Customer having the Treatment agrees to attend all daily sessions scheduled following the medical consultation.

TA reserves the right, in consultation with the spa doctor, upon arrival of the Customer or during the stay, to make changes to the prescribed treatment in accordance with the availability of the technical facilities at the time of the Treatment.

Insurance approved and reimbursed Treatments:

Should the Customer not be present for the treatments included in his or her spa package, he or she risks forfeiting the reimbursement of the Treatment by the health insurance and in this case will pay TA the entire cost of the spa package in proportion to the duration of the treatments concluded.

Personally funded Treatments 6, 12, 18 days or the “Sensicure” package:
The Customer may not claim any compensation should he or she fail to complete the planned treatment package.

HYGIENE AND REGULATIONS

TA is certified Aquacert HACCP Thermalisme®: this quality approach directly covers the hygiene rules applied at TA. Through the intervention of the third party certification body AES, this certification guarantees compliance with the regulations, and the establishment and maintenance of a hygiene safety management system.

By booking the Customer agrees to abide by the hygiene rules or other regulations applied at TA. These rules are described in TA’s welcome booklet. A copy of the booklet is given to Customers on arrival.

LIABILITY

Treatments are in accordance with the current French legislation. TA shall not be held liable in the event of non-compliance with the legislation of a third country.

TA shall not be held liable for the failure of the booking in the event of force majeure, as a result of the actions of either a third party or the Customer or TA’s partners, such as the unavailability of the Internet network, inability to access the Website, external intrusion, computer virus or if the prepayment is not authorized by the cardholder's bank.

TA shall not be held liable for any indirect damages as a result of this document, in particular any operating loss, resulting from the actions of a third party, the Customer or TA’s partners.

Hyperlinks may link to websites other than the TA website. TA shall not be held responsible for the content of these websites or the services offered there.

Any booking or payment that may be illegal, ineffective, incomplete, or fraudulent for any reason that may be attributable to the Customer will result in the cancellation of the booking at the Customer's expense, without prejudice to any civil or criminal action that may be taken against the Customer in this respect.

TA offers spa treatments for children aged under 18. These programmes require the presence of an adult person to accompany the child up to the age of 12.

The photographs presented on the Website are not contractual. While every effort is made to ensure that the photographs, graphics and texts used to illustrate TA give as accurate a picture as possible of the Treatments, variations may occur, in particular because of changes to the furniture or renovations. Customers may not make any claim as a result.

COMPLAINTS

As part of the Aquacert HACCP Thermalisme® quality approach which includes a section on "listening to the customer" a complaint form is available at TA's reception desk.

The Customer must give his or her name and describe in writing on the claim form or on a sheet of paper any complaint they may have in relation to the Treatment and hand it in at TA's reception desk or send it by post to the following address: Les THERMES D'AVENE – 34260 AVENE – France, or by email to the following address: contact.avenecenter@pierre-fabre.com.

All complaints are handled by TA's Quality Service, and the Customer is informed of the outcome of the complaint.

PRIVACY

The information requested from the Customer is required for processing the booking and sending information about TA products and services. Without this information, TA will be unable to register the booking.

Under France's Data Protection Act of 6 January 1978 amended by the Act of 6 August 2004, the Customer has the right to access, rectify and delete any personal data.

When visiting the website, Customers are in fact able to access their personal data via the customer area, correct their personal data if their situation has changed or, refuse to allow TA collect their data for purposes of prospecting. However, some data is necessary for processing the booking. If this data is not collected, we cannot follow up the booking. Finally, Customers may also ask for all their personal data to be deleted. To do so, send the request to TA to the following address by post: Les THERMES D'AVENE – 34 260 AVENE – France.

Unless otherwise requested by the Customer, TA may send the newsletter, promotional offers, and a questionnaire after their spa stay by e-mail. Free of charge, the Customer has the right to object to the data being used for marketing purposes, in particular commercial purposes. Furthermore, by clicking on the unsubscribe link at the bottom of each commercial email, Customers may unsubscribe at any time.

Data processing enables TA to:

- fulfil their obligations to Customers
- inform Customers about any special offers and new services that TA may introduce.

On each of the personal data collection forms the Customer is made aware of whether the information requested is obligatory or optional by means of an asterisk.

Customers authorize TA to communicate their personal data to third parties provided that such communication proves compatible with the operations falling to TA under these terms and conditions of sale.

In particular when paying online, the Customer's bank details shall be transmitted by means of the Mercanet payment service provider to TA's bank, for the purposes of executing the booking contract. In its professional capacity Mercanet has a commitment to TA to take every possible measure in relation to the security and confidentiality of the data included in the aforementioned data transfers.

DIRECT PROSPECTING

Customers have the right to expressly consent to receiving direct marketing in the form of emails.

Customers have the right to object, free of charge, to data being used for marketing purposes, including commercial purposes.

AGREEMENT IN RELATION TO PROOF

The computerized records stored in TA's information systems will be kept under reasonable conditions of security and considered as proof of communications, bookings, and payments between the parties.

Freedom of proof does not constitute an exemption of proof by trustworthy means.

Entering the bank information required and the acceptance of these terms and conditions of sale and the booking form, constitute an electronic signature which has, between the parties, the same value as a handwritten signature.

Customers are informed that their IP address is recorded at the time of booking.

INTELLECTUAL PROPERTY

Any text, images, and sounds reproduced on the Website or in TA's brochures are the exclusive property of TA worldwide.

These terms and conditions of sale do not entail any transfer of any kind whatsoever of the intellectual property rights in respect of the elements belonging to TA or its beneficiaries, for example photographs, images, written texts, artistic works, trademarks, graphic charters, logos to the benefit of the Customer.

Only use in accordance with the intended purpose of the Website is permitted.

Users that have a personal website and would like to place a direct link to the home page of the Website, for personal use, must obtain the express consent of the TA before creating this link.

Under all circumstances, any links to the Website must be immediately removed at the request of TA.

APPLICABLE LEGISLATION

The applicable legislation is that of France.

Any dispute concerning the conclusion, execution, interpretation or termination of this Contract, which cannot be resolved amicably, will be submitted to the competent courts covering the domicile of the defendant.

INTEGRAL NATURE

These terms and conditions of sale and the booking form outline all the obligations of the parties.

No general or specific condition communicated by the Customer may be incorporated into these terms and conditions of sale.

The documents forming the contractual obligations between the parties are, in order of decreasing priority, the booking form (including the special conditions regarding the tariff booked) and the present terms and conditions of sale.

Should there be a contradiction between the booking form and the terms and conditions of sale, the provisions contained in booking form will be the only ones applicable to the obligation in question.

APPENDIX

Tariffs – payment methods – reimbursement methods

Tariff table:

Can be consulted on the Website

In the spa documentation

On request from TA

By email: contact.avenecenter@pierre-fabre.com.

Customer payment methods:

Deposit at the time of booking:

Insurance approved Treatment: **Sixty Euros (€60)**

Personally funded Treatment (6, 12, 18 days) or for a “Sensicure” Treatment:

One hundred Euros (€100)

Method of payment:

Bank card, French cheque or cash (**in Euros only**)

For bank transfers or money orders, please consult TA.

Payment of the balance of the Treatment:

Insurance approved Treatment: at the time of departure, on the basis of the invoice.

Personally funded Treatment (6, 12, 18 days) or for a “Sensicure” Treatment: on arrival, in accordance with the quotation with an adjustment on the basis of an invoice at the time of departure.

Method of payment:

Bank card, French cheque or cash (**in Euros only**).

Reimbursement by TA:

Deposit: in accordance with the procedure and timescales laid down in the terms and conditions of sale.

Method of payment: by repayment on bank card, cheque or cash (**in Euros only**).

In the case of overpayment after the Treatment has been completed:

Insurance approved Treatment: at the time of departure, on the basis of the invoice.

Method of payment: by repayment on bank card, cheque or cash (**in Euros only**).

Should the Treatment be interrupted:

In accordance with the procedure laid down in the terms and conditions of sale and after TA has received the documentary proof.

Method of payment: by repayment on bank card, cheque or cash (**in Euros only**).