

TERMS AND CONDITIONS OF USE AND SALE

These Terms and Conditions of Use and Sale (T&C) are applicable, without restriction or reservation, to any person browsing and using or benefitting from the services available on the website <https://kuneo.eu/> (hereinafter, the "**Platform**"). This document is a contract between you and KUNEO, as identified below.

WHO ARE WE ?

Name : KUNEO SASU
Form : société par actions simplifiée à associé unique
Registered office : 25, rue de Ponthieu – 75008 PARIS
SIREN : 100799105 RCS PARIS
VAT number : FR21100799105

Here is an overview of the information you will find in these T&C:

Article 1	Information on scope and acceptance of the T&C
Article 2	Description of Services
Article 3	Booking Terms – Conditions of Stay – Disputes between Host and Traveler
Article 4	Financial terms
Article 5	Other Liabilities
Article 6	Consequences of Non-Performance – Force Majeure – Termination for Cause
Article 7	Intellectual Property – Right of Publicity
Article 8	Governing Law and Dispute Resolution



For any questions about the application or interpretation of these T&C, feel free to write to us at contact@kuneo.eu.

ARTICLE 1 - SCOPE AND ACCEPTANCE OF THESE T&C

1.- KUNEO operates a platform connecting hosts ("**Hosts**") and travelers ("**Travelers**"), designed to allow anyone to book accommodation, anywhere the Platform is available.

These T&C govern, in particular, the browsing of the Website by any User, the creation of a Listing by a Host and the management of bookings received, as well as the booking of accommodation by a Traveler (the "**Services**", as detailed in Article 2).

By browsing the Website, any natural or legal person (hereinafter, the "**User**") accepts, fully and without reservations, these T&C. The User waives, in particular, any right to rely on any conflicting document that would be unenforceable against KUNEO.

KUNEO propose une plateforme de mise en relation entre hôtes (les « **Hôtes** ») et voyageurs (les « **Voyageurs** »), destinée à permettre à toute personne de réserver un hébergement partout où la Plateforme est disponible.

2.- KUNEO is an intermediary service provider. As such, KUNEO undertakes to offer a functional platform enabling Users to use the Services under the best possible conditions.

In its capacity as an intermediary, KUNEO will make every effort to facilitate the resolution of any dispute between a Host and a Traveler. KUNEO also allows any User to file a report if another User's conduct appears to be in breach of these T&C.

However, each User remains responsible for how they use the Services and remains bound by their own contractual obligations. User's breaches shall not give rise to any liability on the part of KUNEO.

3.- Use of the Website is reserved for anyone having full legal capacity.

The User acknowledges having received the T&C, prior to using the Services, in a legible and comprehensible manner, and accordingly all information referred to in Articles L.111-1 to L.111-7 of the French Consumer Code, and in particular:

- the essential characteristics of the Services,
- their price,
- information relating to the identity of KUNEO, its contact details and its activities, where not apparent from the context,
- the option, for any consumer, to use conventional mediation in the event of a dispute,
- information relating to the right of withdrawal, the terms of termination, and other important contractual conditions.

KUNEO reserves the right to amend these T&C at any time. In the event of a dispute or claim, the applicable version of the T&C is the one most recently accepted by the User. In the event of any amendment to these T&C, any User currently using the Services will be notified and must accept the new version to continue benefiting from them.

These T&C expressly exclude the statutory hardship regime set forth in Article 1195 of the French Civil Code, which the parties hereby waive. Accordingly, the parties undertake to perform their contractual obligations even if unforeseen circumstances render such performance excessively burdensome.

ARTICLE 2 - SERVICES

Any User may create a Host or Traveler profile. To do so, they provide their first and last name and contact details, including the contact email address through which KUNEO will communicate with them.

2.1. FOR USERS AND TRAVELERS

Any User may access, free of charge, the catalog of available accommodations, by location and based on the availability entered. However, booking is only possible with an active account on the Platform.

Each accommodation listing will include details of the moments of sharing offered by the Host, in order to allow the Traveler to immerse themselves in the Host's daily life and local culture. In this regard, the Traveler acknowledges having read Article 2.3 of these T&C, relating to the nature of these moments of sharing, and the resulting limitations of liability for the Host and KUNEO.

In their Account Space, the Traveler will have access to:

- the **booking details** for bookings made, past and current,
- the **messaging service** to contact the Hosts for confirmed bookings. KUNEO is not a party to these exchanges and assumes no liability in connection therewith, subject to its legal moderation obligations and its ability to review the messages exchanged under the conditions set forth in Article 3.6.2. Exchanges via the Platform's messaging system may not be used to circumvent the booking system or to arrange payment outside the Platform,
- the **cancellation options** for ongoing bookings, as detailed in Article 3.2,
- the **ability to leave a review** on accommodations for past bookings. The content of such review must comply with applicable law and the terms of Article 5.

2.2. FOR HOSTS

(a) Creating a Listing

From their Account Space, any User who has completed their registration may create an accommodation listing in order to make it available for booking on the Platform. Any User with at least one active listing is a Host within the meaning of these T&C.

The listing is written freely by the Host, under their sole editorial responsibility. **KUNEO does not participate in drafting the listing content and may not be considered a co-author or publisher of the information contained therein.**

Every listing must include *at a minimum* the following elements, for the Host to be able to publish it:

- listing title,

- photographs of the accommodation, in sufficient number and quality to allow an accurate presentation,
- price per person or per rental period,
- where applicable, the registration number of the furnished rental for accommodations located in France,
- potential moments of sharing, selected from the categories proposed by KUNEO in the form of checkboxes. These categories are intended to describe the Host's daily life and interests; they do not constitute a list of guaranteed or bookable services, and do not constitute any commitment by the Host as to their actual implementation. The Host acknowledges having read Article 2.3 of these T&C, relating to the non-contractual nature of moments of sharing,
- exact address of the accommodation, which will only be communicated to the Traveler after booking confirmation in accordance with Article 3.

Additional optional information may be provided. Additional information may be made mandatory, and will be signalled by an asterisk.

The absence of any required element renders the listing incomplete and prevents it from being published.

(b) Publication of a Listing

Submitting a listing does not result in automatic publication. Every listing is subject to a prior validation procedure by KUNEO, as follows:

➤ **Automated compliance check.** An automated processing tool analyzes the listing content to detect any element that is manifestly contrary to these T&C, applicable regulations, or KUNEO's publication rules, in particular with respect to unlawful, discriminatory, or misleading content, or content infringing third-party rights. This automated check constitutes a technical detection operation, and not an act of approval or validation of the content by KUNEO.

➤ **KUNEO brand compliance review.** KUNEO reviews the listing to verify its consistency with the Platform's identity and values. This review is limited exclusively to the listing's compliance with KUNEO's publication rules. It does not constitute a validation, recommendation, or commitment by KUNEO as to the accuracy, quality, or content of the information provided by the Host.

Following this procedure, KUNEO may:

- approve the listing for publication,
- request that the Host make modifications before publication,
- or reject the listing, particularly where its content is contrary to these T&C, applicable regulations, or incompatible with the Platform's identity.

In the event of rejection, KUNEO will notify the Host by any appropriate means, without being required to provide reasons beyond indicating the general ground for refusal.

KUNEO's approval of publication shall not be construed as an endorsement of the listing content, a warranty of its accuracy, or a transfer of editorial liability from the Host to KUNEO.

(c) Assistance

KUNEO provides Hosts with guides and recommendations designed to help them present their profile and lifestyle in an attractive and authentic manner. These recommendations cover the form of listings (photo quality, clarity of presentation, tone of description) and the presentation of the Host's personal identity. These tools may be used by Hosts at their own responsibility, and on a voluntary basis. They do not give KUNEO any oversight over the substantive content of the listing, nor any liability as to the editorial choices made by the Host.

(d) Content of a Listing - Liabilities

The Host is solely responsible for the accuracy, completeness, and up-to-date nature of the information in their listing. The Host warrants to KUNEO that the content of their listing:

- is accurate, truthful, and contains no misleading information or information likely to deceive the Traveler,
- contains no unlawful, discriminatory content, or content infringing on privacy rights or third-party rights,
- complies with KUNEO's publication rules.

The Host undertakes to update their listing without delay in the event of any changes to the information contained therein. KUNEO reserves the right to suspend or remove any listing whose content is reported or appears to be contrary to these T&C, without prejudice to any legal action KUNEO may bring against the Host.

If the Host chooses not to disclose certain information that is essential to the Traveler, they do so at their own risk: the Traveler may rely on a lack of conformity or seek cancellation of the booking on grounds of defective consent.

Likewise, KUNEO provides no guarantee of booking volume. KUNEO merely provides the Host with the means to present their accommodation to potential interested Travelers. The Host remains entirely responsible for the quality and attractiveness of their listing to Travelers (images, information, anecdotes, etc.).

KUNEO reserves the right to suspend or remove any listing that violates these T&C, and in particular (but not limited to) the terms of Article 5.

(e) Features of the Host Account Space

From their Account Space, the Host has access to the following features in particular:

- **Account management.** Modification of personal information (first name, last name, email address, password), management of notification preferences, etc.,
- **Listing management.** Creating, modifying (subject to re-validation by KUNEO), pausing, and deleting the listing; syncing the availability calendar with third-party calendars or platforms using the available connection tools. KUNEO is not responsible for malfunctions resulting from synchronization with third-party services,
- **Booking management.** Receiving and viewing booking requests and confirmations; managing availability and any Traveler cancellations; access to the details of ongoing bookings and the contact details of the relevant Travelers; ability to leave a review for Travelers of past bookings (reviews must comply with the terms of Article 5),

- **Messaging.** The messaging system integrated into the Platform enables the Host and the Traveler to communicate directly. Access to the messaging system is available exclusively after a booking has been confirmed. KUNEO is not a party to these exchanges and assumes no liability in connection therewith, subject to its legal moderation obligations and its ability to review the messages exchanged under the conditions set forth in Article 3.6.2. Exchanges via the Platform's messaging system may not be used to circumvent the booking system or to arrange payment outside the Platform,
- **Analytics.** The Host has access to a dashboard displaying metrics relating to the attractiveness of their listing (number of views, conversion rate, reviews received) as well as their revenue generated through the Platform. This data is provided for informational purposes only and does not constitute a guarantee of results,
- **Revenue.** The Host may view a breakdown of their revenue from confirmed bookings, net of the KUNEO commission, under the conditions set forth in Article 4,
- **Travel.** The Host has access to the history of their past and upcoming stays as a Traveler on the Platform.

2.3. MOMENTS OF SHARING OR IMMERSION OFFERED BY THE HOST

As a reminder, KUNEO is a platform connecting hosts who offer accommodation in their homes with travelers wishing to stay in an authentic and welcoming setting.

However, the service booked through the Platform consists exclusively of accommodation with a private individual, billed per night. It does not include any activity, leisure service, tourist service, or stay program.

(a) Moments of sharing or discovery of local life

In their listing, Hosts may describe their lifestyle, interests, and aspects of their daily life that they may be willing to share with Travelers — by way of illustration of their personal world, and not as a contractual commitment.

These elements may include, by way of non-exhaustive example, moments such as preparing a meal, a walk, discovering a local craft workshop, or other aspects of local life specific to each host.

ATTENTION. These moments of sharing:

- do not constitute services separate and distinct from the accommodation service,
- are not subject to any price, specific booking, or contractual commitment on the part of the Host or the Platform as to their implementation, content, or duration,
- are freely defined and arranged between the Host and the Traveler, before or during the stay, without any involvement of the Platform,
- may vary or may not take place depending on the availability and wishes of the parties, without this constituting a breach by the Host or KUNEO of their contractual obligations.

KUNEO is in no way a party to these exchanges, does not guarantee their occurrence, and assumes no liability in this regard. Unlike certain platforms offering separately bookable activities, KUNEO does not validate, structure, or guarantee any stay or activity content. It does

not verify the moments of sharing described by the Host and does not impose any licensing, insurance, or itinerary requirements in this regard.

(b) Information on third-party activities and services available near the accommodation

Hosts may also, in their listing or through the Platform's messaging system, mention activities, providers, or services available near the accommodation, as general information about the local area.

However, this information:

- originates from the Host solely in their capacity as a local resident, and not from KUNEO,
- does not constitute an offer, formal recommendation, or service from KUNEO,
- relates exclusively to independent third-party providers, with no contractual, equity, or commercial relationship with KUNEO,
- is not covered by any warranty from KUNEO as to its accuracy, availability, quality, or pricing.

Any booking or subscription with these third-party providers is made directly by the Traveler, in their own name and by their own means, outside the Platform, and gives rise to an exclusive and separate contractual relationship between the Traveler and the relevant provider.

KUNEO is not a party to such contracts and incurs no liability arising from their performance or non-performance.

(c) Absence of package tours or linked travel arrangements

KUNEO does not sell package tours within the meaning of Article L. 211-2 of the French Tourism Code, nor linked travel arrangements within the meaning of the same article. The booking made through the Platform covers only an accommodation service. It shall not be construed as including, even implicitly, any transport, tourist activity, or ancillary travel service.

In this regard, the Traveler expressly acknowledges and accepts that:

- the daily life sharing dimension mentioned herein is based on the free choice and personal initiative of the Host, and may not be characterized as a guaranteed tourist service,
- none of the information provided by the Host regarding external activities constitutes a service sold or facilitated by KUNEO within the meaning of tourism law,
- KUNEO does not have the status of a tour operator, package tour seller, or travel agent within the meaning of the French Tourism Code.

ARTICLE 3 - BOOKING TERMS – CONDITIONS OF STAY – DISPUTES BETWEEN HOSTS AND TRAVELERS

3.1. Booking. To book an accommodation, the Traveler will select the number of travelers and the desired booking period, and will send a booking request to the Host, who must respond within 5 days. Alternatively, the Host may choose to enable instant bookings, which do not require Host approval.

The Traveler will then be directed to a payment page. Payment for the booking will be processed through Stripe Connect, a licensed payment intermediary, and the funds will be collected by KUNEO under the collection mandate set forth herein. If the booking requires Host approval (as opposed to an instant booking), the Traveler's payment authorization will constitute a bank pre-authorization only, and the amount will be definitively charged if the Host approves the booking.

Payment by the Traveler (in the case of an instant booking) or approval of the booking by the Host (outside the instant booking process) triggers the definitive confirmation of the booking, evidenced by the electronic dispatch of a booking confirmation to the Host and the Traveler at the email address provided at registration.

This confirmation, combined with these T&C accepted by the parties at registration, forms the full contractual framework governing the stay.

It is the Host's responsibility, in their capacity as landlord, to ensure that the formal requirements applicable to short-term rental agreements are satisfied, in accordance with Article L. 324-2 of the French Tourism Code for France, or any applicable regulations in the country where the accommodation offered by the Host is located.

From the definitive confirmation of their booking, the Traveler will have access to the address of the booked accommodation and the Host's contact details, and may also contact the Host through the messaging system. In their Account Space, the Traveler may access the details of all bookings made, past and current.

3.2. Cancellation. Any booking for a stay beginning more than fourteen (14) days after payment (and definitive confirmation) may be canceled as follows:

- 30 days or more before the start date of the stay: cancellation permitted and full refund,
- between 29 and 14 days before the start date of the stay: cancellation permitted but refund limited to 50% of the booking amount only (including 50% of service fees), the remainder being retained as a cancellation penalty,
- less than 14 days before the start date of the stay: cancellation not permitted, no refund.

Any booking for a stay beginning within less than fourteen (14) days may be canceled free of charge (with full refund) only within 24 hours of definitive confirmation of the booking. Outside of this window, no cancellation or refund may occur.

Please note that pursuant to Article L. 221-28, 12° of the French Consumer Code, the right of withdrawal set forth in Article L. 221-18 of the same Code does not apply to bookings made through the Platform. Indeed, the booking of accommodation for a specific date or period constitutes an accommodation service falling within the statutory exclusion from the right of withdrawal. The Traveler expressly acknowledges having been informed of this prior to making any booking.

Furthermore, in the event of cancellation of the booking by the Host, regardless of the reason or timing, the Traveler will be refunded the full amount paid for their booking.

Finally, KUNEO reserves the right to cancel any booking arising from confirmed or suspected fraudulent conduct (e.g., an administrative or judicial decision brought to its attention, a listing or

profile created by a bot or a person impersonating a third party). In such a case, the Traveler will also be fully refunded, and the Host shall have no claim to any compensation.

3.3. Invoicing. KUNEO issues, on behalf of the Host, a booking summary to the Traveler, serving as payment confirmation. This document does not constitute an invoice within the tax law meaning for Hosts acting in a private capacity.

Hosts conducting their activity on a professional basis, subject to VAT, or subject to a tax regime requiring them to issue invoices, remain solely responsible for their tax and accounting obligations. KUNEO makes available to them, in their Account Space, the data necessary to prepare their own invoices.

3.4. Host's Obligations in Connection with the Stay

In the event of any breach by the Host of their obligations under this Article, KUNEO reserves the right, independently of any recourse by the Traveler, to suspend or deactivate the Host's listing, or even to terminate the Host's access to the Platform, under the conditions set forth in Article 6.4.

3.4.1. Making the accommodation available

The Host undertakes to make available to the Traveler the accommodation described in their listing, under the conditions and on the dates agreed at the time of booking. The accommodation made available must correspond in all respects to the description in the listing at the time of booking, in particular as regards:

- its nature, floor area, and layout,
- the amenities and facilities mentioned,
- the number of available sleeping places,
- the stated welcome conditions (pets accepted, children welcome, etc.).

The Host undertakes to hand over the accommodation in a satisfactory state of cleanliness upon the Traveler's arrival, consistent with the standards reasonably expected of a home-share accommodation.

The Host ensures that the accommodation is safe and meets the basic hygiene conditions for a dignified stay. Any equipment presented in the listing as available must be in working order on the Traveler's arrival date.

Any material change to the accommodation or its equipment occurring after booking confirmation must be reported to the Traveler without delay through the Platform's messaging system. Failing to do so, the Traveler may be entitled to request cancellation of the booking and a full refund of amounts paid, without penalty, on grounds of non-conformity of the accommodation.

3.4.2. Regulatory compliance of the accommodation

The Host warrants that the accommodation offered for rental complies with applicable regulations, in particular as regards:

- registration with the local municipality or registration through the national online service, in accordance with Articles L. 324-1-1 and L. 324-2 of the French Tourism Code,

- energy performance: the accommodation must not be rated G under the energy performance diagnosis, in accordance with provisions in force since January 1, 2025,
- authorization to rent, where applicable, under the applicable condominium rules and lease,
- zoning and change-of-use rules applicable in the relevant municipality.

KUNEO reminds the Host of these obligations at account creation and at the time of listing publication, and collects for this purpose a declaration on honor from the Host attesting to compliance with these obligations, in accordance with Article L. 324-2-1 of the French Tourism Code. KUNEO shall not, however, be held liable for the Host's failure to comply with their regulatory obligations, which the Host assumes sole responsibility for.

3.4.3. Welcome and conduct during the stay

The Host undertakes to welcome the Traveler in a spirit of goodwill and mutual respect, consistent with the Platform's values. In the context of the co-habitation inherent to the KUNEO model, the Host undertakes to:

- respect the Traveler's privacy and ensure that they have appropriate personal space within the accommodation, as described in the listing,
- refrain from any discriminatory, intimidating, harassing, or disrespectful conduct toward the Traveler,
- refrain from any conduct that prejudices the Traveler's dignity, safety, or well-being during the stay,
- not enter the Traveler's private space without their prior consent,
- inform the Traveler, prior to the stay through the Platform's messaging system, of any house rules the Traveler is expected to observe.

The Host acknowledges that the daily life sharing dimension described in their listing is based on the free consent and goodwill of both parties, and may under no circumstances be made the subject of constraint, pressure, or expectations imposed on the Traveler.

3.5. Traveler's Obligations in Connection with the Stay

3.5.1. Respect for the accommodation, its equipment, and the agreed welcome conditions

The Traveler undertakes to use the accommodation and all its equipment with care, in a reasonable, diligent, and prudent manner. The Traveler undertakes in particular to:

- return the accommodation in a condition comparable to that in which it was handed over, taking into account normal wear and tear resulting from reasonable use;
- report to the Host without delay, through the Platform's messaging system, any damage, malfunction, or incident occurring during the stay;
- comply with the house rules brought to their attention by the Host prior to the stay or upon arrival.

Furthermore, the Traveler undertakes not to accommodate in the accommodation a number of occupants exceeding that indicated in the listing and confirmed at the time of booking. Any change to the number of occupants must be requested in advance from the Host through the Platform's messaging system.

The Traveler is strictly prohibited from subletting all or part of the accommodation to any third party, whether for consideration or free of charge, during the stay. Any violation of this prohibition may result in immediate termination of the booking without refund of amounts paid, and may give rise to the Traveler's liability toward the Host and KUNEO.

The Traveler undertakes generally to comply with the welcome conditions set forth in the listing, in particular as regards the presence of pets, smoking, and daily schedules within the accommodation.

3.5.2. Respect for the Host and their home

A stay with KUNEO involves co-habitation with the Host. In this context, the Traveler undertakes to:

- respect the Host's privacy, home, and personal belongings,
- behave respectfully, considerately, and in accordance with basic rules of communal living,
- refrain from any discriminatory, harassing, intimidating, or dignity-infringing conduct toward the Host,
- not access areas of the accommodation that have not been expressly made available to them.

3.6. Disputes between Host and Traveler

3.6.1. Disputes that may arise between a Host and a Traveler in connection with or following a stay booked through the Platform fall within a direct contractual relationship between those two parties, to which KUNEO is not a party.

This provision applies to any dispute, regardless of its subject matter, including in particular:

- non-conformity of the accommodation with the listing,
- cleanliness or maintenance condition of the accommodation,
- conduct of the Host or the Traveler during the stay,
- damage to the accommodation or to the Traveler's personal belongings,
- cancellation of a booking by either party,
- any dispute relating to moments of sharing freely arranged between the parties.

In the event of any dispute arising before, during, or after the stay, the parties undertake to first seek a direct amicable resolution, through the Platform's messaging system or any other means of communication they deem appropriate.

Attention: the messaging system will remain open for seven (7) days after the end of the stay. If communication regarding a dispute must occur after that period, the Host and the Traveler must contact each other by any other means (outside the Platform).

KUNEO acts exclusively as an intermediary facilitating the match and as a collection mandate agent. As such, it bears no liability for any breach by the Host or the Traveler of their respective obligations, or for any resulting damages to either party.

3.6.2. KUNEO makes available to the parties, in their respective Account Spaces, a contact form allowing them to bring a report or dispute to the Platform's attention.

However, the use of this tool does not transfer to KUNEO the responsibility for resolving the dispute and does not constitute a commitment by KUNEO to intervene in the relationship between the parties.

When a dispute is reported through the Platform by either party, KUNEO may, in its sole discretion and without being obligated to do so, offer assistance to the parties as follows.

KUNEO may:

- transmit the relevant information at its disposal (booking confirmation, messaging history, payment data) to the party so requesting, in compliance with applicable personal data protection regulations,
- remind the parties of their respective obligations as defined herein,
- facilitate communication between the parties if they jointly express a wish to that effect,
- decide, in the cases provided for in Article 4, on the treatment of funds held pending resolution of the dispute, under the strictly defined terms of that Article,
- access, in a targeted and proportionate manner, the content of messages exchanged through the Platform's messaging system between the parties to the dispute, for the period concerned by the dispute, solely for the purpose of handling the dispute or making a report. Such access does not constitute general monitoring of the messaging system and is strictly limited to exchanges relevant to the resolution of the dispute. KUNEO undertakes not to use the content of these messages for any purpose other than those specified in this Article.

KUNEO is not, however, an arbitration or mediation body in the legal sense of the term. It accordingly has no authority to:

- adjudicate a dispute on the merits between a Host and a Traveler,
- impose a solution on either party,
- substitute for competent courts or accredited mediation bodies,
- incur its own liability by reason of the dispute between the parties.

KUNEO reserves the right not to intervene in a dispute between a Host and a Traveler, in particular where:

- the dispute manifestly falls outside the scope of the contractual relationship governed by these T&C,
- the information provided by the parties is insufficient or contradictory,
- the dispute has already been submitted to a court or a mediation body,
- KUNEO's intervention would be likely to place it in a conflict of interest.

In such situations, KUNEO will so notify the parties and refer them to the appropriate avenues of recourse.

3.6.3. Instances of serious misconduct

By way of exception to the foregoing provisions, KUNEO reserves the right to intervene unilaterally and immediately, without awaiting a formal report, a final court ruling, or resolution of the dispute between the parties, in the following situations:

- report of conduct constituting a criminal offense (assault, harassment, discrimination, invasion of privacy, etc.),
- threat to the physical safety of either party,
- manifest use of the Platform for fraudulent purposes.

In these situations, KUNEO may, in addition to or in lieu of the means of action provided for in Article 3.6.2 and without prior notice:

- temporarily or permanently suspend the account of the Host or Traveler concerned,
- freeze funds pending a court ruling, in accordance with the terms of Article 4,
- transmit to the competent authorities the information at its disposal, in accordance with its legal obligations.

These measures will be taken preventively, in the context of managing the Platform and ensuring the safety of its Users, and not as a position on the merits of the dispute.

ARTICLE 4 - FINANCIAL TERMS

4.1. Collection mandate granted to KUNEO

By accepting these T&C and publishing their listing on the Platform, the Host expressly consents to granting KUNEO a collection mandate under which KUNEO is authorized to collect, in the Host's name and on the Host's behalf, the amounts paid by Travelers in connection with bookings made through the Platform.

This mandate is granted for the duration of the Host's registration on the Platform and terminates automatically upon termination of the Host's account, regardless of the cause.

The collection mandate covers exclusively:

- the booking price,
- and the applicable tourist tax, collected and remitted by KUNEO to the relevant local authorities in accordance with Articles L. 2333-29 et seq. of the French General Code of Local Authorities.

The mandate does not cover any other amounts and does not confer upon KUNEO any rights over the collected funds beyond the deduction of its commission under the conditions set forth in Article 4.3.

KUNEO acts as the Host's collection mandate agent and not as a seller, landlord, or service provider toward the Traveler with respect to the accommodation service. Payment made by the Traveler through the Platform shall constitute payment to the Host from the moment of effective collection by KUNEO.

KUNEO is also not a payment institution and does not act in that capacity. Payment services are provided by **Stripe Payments Europe Limited** (or any Stripe group entity duly authorized for that purpose), a licensed payment service provider, under the **Stripe Connect** framework, to which the Host subscribes under the conditions described in Article 4.2.

4.2. Enrollment in the Stripe Connect Program

The publication of a listing and the receipt of payments through the Platform are conditional upon the Host's prior enrollment in the **Stripe Connect** program, accessible from the Host's Account Space.

To receive booking payments, the Host creates a Stripe Connect account, directly linked to their KUNEO account, by providing the information required by Stripe, in particular for identity verification purposes (KYC — Know Your Customer procedure) in accordance with applicable anti-money laundering and counter-terrorism financing regulations.

The use of Stripe Connect is subject to Stripe's terms and conditions, accessible at <https://stripe.com/fr/legal/connect-account>, which the Host undertakes to read and accept prior to activating their account. KUNEO is not a party to the contractual relationship between the Host and Stripe and shall not be held liable for any decisions by Stripe regarding the opening, operation, or closure of the Host's Stripe Connect account.

The Host acknowledges that Stripe may, at any time, request additional supporting documentation for the purposes of verifying their identity or the compliance of their activity. Failure to provide such documentation may result in suspension of the Host's Stripe Connect account and, as a consequence, KUNEO's inability to remit amounts due to the Host until the situation is remedied.

KUNEO will inform the Host of any Stripe request of which it becomes aware, but shall not be held liable for any delays or holds resulting from a verification procedure initiated by Stripe.

4.3. Commission

In consideration of the services provided by KUNEO (including but not limited to intermediation between Host and Traveler, Website management and maintenance, price collection and listing management), KUNEO receives a commission on each confirmed and effectively completed booking, defined as follows:

$$C = P \times (T_v + T_H)$$

Where :

C is the total amount of commission to be received by KUNEO on each amount collected on behalf of the Host under the collection mandate set forth in Article 4.1,

P is the booking price set by the Host when creating their listing (exclusive of tourist tax),

T_v is the rate of service fees charged to the Traveler by KUNEO, equal to 10%. Note: the Traveler will therefore pay for their booking a price **P_v = P × (1 + T_v)**,

T_H is the commission rate charged to the Host, equal to 10%.

The commission **C** shall also apply to amounts that are not refunded to the Traveler as a cancellation penalty, in the event of a late cancellation of their booking as provided for in Article 3.2.

Commission **C** will not be charged if the booking amount is refunded in full to the Traveler under the cases provided for in Article 3.2.

4.4. Sum paid to the Host

The sum **M** paid to the Host on any amount collected by KUNEO under the collection mandate set forth in Article 4.1 shall be calculated as follows:

$$M = S \times (1 - T_H)$$

Where **S** is the relevant sum, be it the booking price **P** or a cancellation penalty determined in accordance with Article 3.2. The basis for calculating **M** does not include the service fees paid by the Traveler at the **T_V** rate defined in Article 4.3.

Hosts who have subscribed to the KUNEO premium subscription benefit from a reduced commission rate **T_H** of 8%.

Payment of sums due to the Host occurs, through their Stripe Connect account, within 48 hours of the Traveler's departure date, or the definitive cancellation of the Traveler's booking under the conditions set forth in Article 3.2 if such cancellation gives rise to a cancellation penalty.

The bank processing times applicable to the transfer are those applied by Stripe and the Host's bank. KUNEO shall not be held liable for any delays resulting from these processing times, which are typically 2 to 5 business days from the date Stripe initiates the transfer.

4.5. In the event of a dispute between Host and Traveler

KUNEO reserves the right to suspend or delay the payment of amounts due to the Host in the following cases:

- **ongoing dispute** between the Host and the Traveler, reported through the Platform. This instruction is issued automatically and without KUNEO making any assessment of the merits of the dispute. It constitutes a precautionary measure designed to preserve the rights of both parties during the resolution period, and not a position taken by KUNEO on the merits of the dispute,
- **verification procedure** initiated by Stripe on the Host's Stripe Connect account,
- **suspension of the Host's account** by KUNEO for breach of these T&C,
- **legal or regulatory obligation** requiring KUNEO to temporarily freeze the funds, in particular upon order of a competent authority.

In the event of a suspension of payment to the Host, KUNEO will notify the Host without delay by notification in their Account Space and by electronic means, specifying the reason and the estimated duration of the suspension.

The suspension of payment may not exceed 60 calendar days from the date of notification to the Host. Upon expiry of this period, and in the absence of a court ruling or application for a provisional remedy by either the Traveler or the Host, the funds will be paid to the Host, less any amounts whose refund to the Traveler has been agreed to by the Host.

During the suspension period, the funds are held in the Stripe Connect account associated with the Host's account and remain unavailable to KUNEO. KUNEO exercises no right of disposition over these funds and does not hold them in its own name.

4.6. Tourist tax

In accordance with Articles L. 2333-29 and L. 2333-34 of the French General Code of Local Authorities, as applicable, KUNEO collects from the Traveler the tourist tax on behalf of the relevant local authorities, in lieu of the Host, for all bookings made through the Platform in municipalities that have introduced this tax.

The applicable tourist tax amount is filled out by the Host. It must be calculated based on the municipality where the accommodation is located, the category of accommodation, and the number of nights. It is displayed separately from the booking price during the booking process and appears on the booking summary sent to the Traveler, who is liable for it and pays it at the time of booking.

The Host warrants that the tourist tax amount entered is consistent with the rates set by the relevant municipality's resolution. KUNEO collects and remits this amount on behalf of the Host and the local authority, without being able to guarantee the accuracy of the rate entered by the Host. In the event of an error in the amount entered, the Host alone shall bear responsibility for the consequences toward the Traveler and the relevant local authority.

The Host is relieved of any declaration and remittance obligations with respect to tourist tax for bookings made through the Platform, these obligations being assumed entirely by KUNEO.

4.7. Reporting obligations under the DAC7 Directive

In accordance with Articles 1649 ter A to 1649 ter E of the French General Tax Code, transposing Directive (EU) 2021/514 of March 22, 2021 (the "DAC7 Directive"), KUNEO is required, in its capacity as a digital platform operator, to automatically collect, verify, and report to the French Tax Authority (Direction générale des finances publiques — DGFIP) certain information relating to the income received by Hosts through the Platform.

For this purpose, KUNEO will collect the following information with respect to the Host:

- First and last name and primary residence address,
- Date of birth,
- Tax identification number(s) (TIN) in the Host's member state of tax residence,
- VAT number, if applicable,
- Address of the properties offered for rental through the Platform.

The Host undertakes to provide this information accurately, completely, and in an up-to-date manner at registration, and to update it without delay in the event of any change. KUNEO reserves the right to verify the reliability of this information by any appropriate means.

In the event the Host refuses to provide all or part of this information, or in the event of manifestly inaccurate or incomplete information following two unsuccessful reminders, KUNEO reserves the right, pending remediation, to:

- Suspend the Host's account and active listings,
- Defer the remittance of amounts due to the Host under this Article,
- And/or permanently close the Host's account if the situation persists for more than thirty (30) days.

Please note that the Host remains solely responsible for complying with their own tax and reporting obligations in respect of income received through the Platform. KUNEO's report to the DGFIP does not substitute for the Host's personal reporting obligations.

ARTICLE 5 - OTHER LIABILITIES

5.1. Listing content, reviews left by Hosts and Travelers, and messages exchanged through the messaging system. It is strictly prohibited to share information, post messages, or make statements that may:

- be unlawful, obscene, defamatory, threatening, abusive, intimidating, hateful, involving child sexual exploitation, discriminatory, racially or ethnically offensive, and/or constitute harassment, or incite or encourage hatred or unlawful or otherwise inappropriate conduct, including the promotion of violent crime,
- be of an advertising or commercial nature, except for information communicated by the Host in a listing and relating to the accommodation concerned,
- encourage the acquisition of goods or the use of services whose commercialization is prohibited or unlawful,
- involve the publication of lies, false statements, misleading, inaccurate, or deceptive assertions, or assertions likely to mislead the other party,
- impersonate another person,
- result in the sending of mass messages, automated messages, automatic dialers, or malfunctions of KUNEO's services and/or other similar practices,
- redirect Users to a third-party website.

5.2. User conduct. In all circumstances, the following are strictly prohibited:

- any conduct liable to violate, circumvent, or infringe upon the rights of KUNEO, Users, or third parties, including privacy rights, rights of publicity, intellectual property rights, or other exclusive rights,
- any conduct liable to disrupt, suspend, slow down, or prevent the proper functioning of the Website, and any fraudulent use of data,
- any intrusion or attempted intrusion into KUNEO's systems,
- any misappropriation of the Website's system resources,
- any actions liable to impose a disproportionate burden on its infrastructure,
- any breach of security and authentication measures,
- any act liable to prejudice the financial, commercial, or reputational rights and interests of KUNEO and/or its Users.

5.3. Any User engaging in conduct prohibited under this Article may have their access to the Platform temporarily revoked.

Their Host and Traveler profiles will be temporarily suspended, for the time needed by KUNEO to verify the facts, within the framework of an adversarial procedure. Where applicable, they may then be permanently deleted for that User. Civil or criminal legal proceedings may be brought against the User in question by any aggrieved party.

5.4. The User shall notify KUNEO, at their own responsibility, in writing and in a manner ensuring KUNEO's effective receipt, of any change to their contact details. KUNEO disclaims all liability in the event of a User's failure to receive any notification provided for herein due to inaccurate contact details entered by that User.

5.5. An internet connection is required to use the Website, the User bearing the cost of telecommunications upon accessing the internet.

The Website is normally accessible 7 days a week, 24 hours a day throughout the year, except in the event of voluntary interruption, in particular for maintenance purposes, or for any other reason beyond KUNEO's control, including in particular the functioning of the internet, the IT and network infrastructure required for the operation of the Website, or force majeure. As KUNEO is subject to a best-efforts obligation in this regard, it shall not be held liable for any damage of any nature resulting from the unavailability of the Website.

ARTICLE 6 - NON-PERFORMANCE – FORCE MAJEURE – TERMINATION FOR CAUSE
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6.1. Right to withhold performance. Pursuant to Article 1219 of the French Civil Code, either party may refuse to perform its obligation, even where that obligation is due, if the other party fails to perform its own obligation and if such non-performance is sufficiently serious, i.e., likely to call into question the continuation of the agreement or to fundamentally upset its economic balance. The suspension of performance shall take effect immediately upon receipt by the defaulting party of notice of the breach, sent by registered letter with acknowledgment of receipt by the other party, stating the intent to exercise the right to withhold performance for as long as the defaulting party has not remedied the breach. A party's suspension of performance of its obligations in the circumstances referred to in this paragraph shall not constitute a breach or give rise to any compensation in favor of the other party.

In the event of a User's non-performance of any obligation set forth herein, KUNEO's suspension of its own obligations may include, at its sole discretion, the suspension of the User's profile and/or access to all or part of the Services.

6.2. Non-waiver. A party's failure to invoke another party's breach of any obligation set forth in the T&C shall not be construed as a waiver of that obligation for the future.

6.3. Force majeure. The parties shall not be deemed liable or in breach of their contractual obligations where the failure to perform their respective obligations results from force majeure. Force majeure suspends the contractual obligations whose performance it renders impossible.

Force majeure means any fact or circumstance that is irresistible, external to the parties, unforeseeable, and beyond their control, despite all reasonably possible efforts to prevent it.

The following shall also be deemed force majeure events: blockage of transport or supply means, wars, earthquakes, fires, storms, floods, lightning, disruption of telecommunications networks, and in particular all networks accessible via the internet, or difficulties specific to external telecommunications networks.

Generally, the party affected by a force majeure event shall notify the other within five (5) business days of the date on which it became aware of it. The parties shall then agree on the conditions under which the performance of the agreement will continue. Any force majeure event lasting more than thirty (30) days shall entitle the more diligent party to terminate the agreement by operation of law, without compensation of any kind on that ground alone.

6.4. Termination for cause. Except in cases of imminent and/or irreparable damage or prejudice justifying immediate termination (and in particular a breach of the terms of Articles 4.1 and 4.2),

the parties agree that at any time, in the event of a sufficiently serious breach by either party of the obligations set forth in the agreement, the agreement shall be terminated by operation of law eight (8) calendar days after a registered letter with acknowledgment of receipt demanding remedy has remained without effect (i.e., the other party has not remedied its breach in order to restore the situation in compliance with its contractual obligations, except in the case of an obligation to refrain from an act), at the fault and risk of the defaulting party. The non-defaulting party may further seek damages corresponding to the prejudice suffered from the defaulting party.

The following shall in particular be deemed sufficiently serious breaches justifying termination under the conditions set forth in this paragraph: (i) failure to comply with the contractual obligation of good faith and/or loyalty, (ii) the User's adoption of conduct prohibited by these T&C and/or rendering impossible the continuation of performance of this agreement, (iii) any prejudice, whether intentional or not, caused by the User to KUNEO's reputation or brand image, (iv) any infringement by the User of KUNEO's intellectual property rights, (v) the provision of inaccurate identity information at registration, whether intentionally or not, and/or (vi) any faulty non-performance of an obligation set forth herein, of a repeated or persistent nature.

In the event of a breach by a Host, KUNEO may choose, at its discretion, to temporarily suspend the Host's profile, or to permanently delete it, without compensation to the Host. The Host's access to the Website will then be deactivated without delay.

In the event of termination of the agreement for any reason whatsoever, it is expressly agreed between the parties that any compensation whose triggering event predates the termination shall be due at maturity under the terms set forth herein.

ARTICLE 7 - INTELLECTUAL PROPERTY – RIGHT OF PUBLICITY

7.1. Rights held by KUNEO

All content and elements published on the Website, such as sounds, images, photographs, videos, writings, animations, programs, graphic charters, utilities, databases, software, and other underlying technology, are protected by the provisions of the French Intellectual Property Code.

All such elements are owned:

- either by KUNEO directly,
- or by the Host who published the listing in which they are incorporated,
- or by a third party from whom KUNEO has obtained the necessary rights for their distribution on the Website.

The "KUNEO" trademark, as well as all figurative and non-figurative trademarks and, more generally, all other trademarks, illustrations, images, and logos appearing on the Website, whether registered or not, are and shall remain the exclusive property of KUNEO, with the exception of rights held by KUNEO's suppliers and potential partners over graphic elements present on the Website.

Generally, no provision of the T&C shall be construed as conferring upon the User, expressly or implicitly, any right whatsoever (by way of license or otherwise) over the names, trademarks,

acronyms, logos, and other distinctive signs of KUNEO, over the content, or over any element published on the Website.

Any total or partial reproduction, modification, imitation, or use of all or part of the Website, its trademarks, illustrations, images and logos, videos, content, and, generally, any element published on the Website, for any reason and on any medium, without the prior express consent of KUNEO, is strictly prohibited.

The same applies to any combination or conjunction with any other trademark, symbol, logo, and, more generally, any distinctive sign intended to form a composite logo. The same applies to all patents, copyrights, designs and models, whether registered or not, which are the property of KUNEO.

7.2. Uploaded photographs and associated rights

7.2.1. Applicable rights. Any User who uploads a photograph to the Platform, regardless of its nature, declares and warrants that:

- they hold all intellectual property rights attached to that photograph, or possess all authorizations necessary for its use under the conditions set forth herein, including the authorizations of any co-authors, heirs, or holders of neighboring rights,
- where the photograph depicts identifiable persons, they have obtained the express consent of each such person to the use of their image under the conditions defined herein,
- the upload of that photograph does not infringe the rights of third parties, in particular copyright, neighboring rights, right of publicity, or right to privacy.

The User indemnifies KUNEO against any claim, action, or judgment from a third party arising from a breach of the above warranties, and undertakes to bear the costs, damages, and awards to which KUNEO may be condemned as a result.

7.2.2. License terms. By uploading a photograph to the Platform, the User grants KUNEO a free, non-exclusive, non-transferable, and non-sublicensable license over that photograph for the following uses:

- reproduction, display, and distribution on the Platform, for the purpose of presenting the User's listing or profile,
- reproduction, display, and distribution on KUNEO's official social media accounts and publications,
- reproduction and distribution on any institutional or promotional communication medium of KUNEO, whether physical or digital, including in particular brochures, presentations, advertising campaigns, and KUNEO's website,
- adaptation to the technical requirements of the relevant media, including resizing, cropping, and format adjustments, without altering the meaning or integrity of the work.

The User expressly acknowledges that the license granted to KUNEO under this Article constitutes partial consideration for the services made available to them free of charge by the Platform, and that they may not claim any additional compensation in this regard.

This license is granted worldwide, for the duration of the User's registration on the Platform, plus a 12-month period, to allow KUNEO to progressively remove the photographs from the media on which they may have been distributed.

Upon expiry of this period, KUNEO undertakes to cease any new use of the photographs concerned. Physical media already published prior to account closure and whose distribution is ongoing at that date may be used until the print run is exhausted, provided such residual use does not exceed 6 months following the expiry of the aforementioned period.

7.2.3. Right of publicity. Any User who uploads to the Platform a photograph in which they appear in an identifiable manner expressly authorizes KUNEO to use that photograph under the conditions and for the purposes set forth below, within the limits defined in this Article.

This authorization constitutes consent within the meaning of Article 9 of the French Civil Code and shall not be characterized as an assignment of the right of publicity, which remains an inalienable attribute of personality.

The authorization to use the image is granted exclusively for the following purposes:

- presentation of the User's profile on the Platform and in KUNEO's communications relating to its service offering,
- illustration of KUNEO's institutional and promotional communications described in Article 7.2.2, provided that the use is not liable to prejudice the User's reputation, dignity, or privacy,
- display in the "Travel Journal" feature described in Article 7.2.4, under the specific conditions set forth in that Article.

Any use of the User's image for purposes other than those listed above — in particular for advertising purposes for third-party products or services, or in a context liable to prejudice the User's image — is expressly excluded and will require separate consent.

The authorization to use the image is granted for the duration of the User's registration on the Platform, plus the residual period provided for in Article 7.2.2. The User may at any time withdraw their authorization for future uses, by sending a request to KUNEO at the address shown at the head of these T&C. Withdrawal takes effect within 30 days of receipt of the request, without prejudice to uses already made prior to such withdrawal, which remain lawful.

7.2.4. "Travel Journal" feature. This feature, if available, allows each Traveler to visualize, on a geographic map accessible only from their Account Space, the stays they have completed through the Platform, with the relevant Host's profile photo displayed.

Given the nature of this feature, which involves the combination of location data and the Host's image, the following conditions apply specifically:

- the geographic map is accessible only to the relevant Traveler from their secure Account Space, and is not publicly distributed or shareable with third parties through the Platform,
- only the Host's profile photo as published on their listing is used, to the exclusion of any other photograph,
- the exact address of the Host's accommodation is not displayed in this feature, only the municipality or approximate geographic area being indicated,
- the Host may, at any time, deactivate their appearance in Travelers' "Travel Journals" by sending a request to KUNEO, without this affecting the visibility of their listing on the Platform.

The processing of personal data carried out in connection with this feature is described in KUNEO's Privacy Policy, accessible at <https://kuneo.eu/en/privacy-policy>, to which the User is invited to refer.

ARTICLE 8 - APPLICABLE LAW AND DISPUTE RESOLUTION

8.1. The T&C are governed by and construed in accordance with French law. They are drafted in French. In the event they are translated into one or more foreign languages, the French text alone shall prevail in the event of a dispute.

8.2. If the User is a consumer, any disputes arising in connection with the performance of the T&C may, prior to any legal action, be submitted to a Consumer Mediator for amicable resolution (Article L.612-1 of the French Consumer Code). To this end, KUNEO has joined the following body:

MEDIATION CONSOMMATION DEVELOPPEMENT

Centre d'affaires stéphanois SAS – Immeuble 3, rue Jacques Constant Milleret – 42000 SAINT-ETIENNE
<https://medconsodev.eu>

Please note that mediation is not mandatory but is offered solely as a means of resolving disputes without resorting to litigation. It is also recalled that requests for amicable settlement do not suspend the limitation periods for bringing legal proceedings.

Pursuant to Regulation (EU) No. 524/2013, KUNEO also informs the parties of the existence of the European Online Dispute Resolution (ODR) platform, accessible at <https://ec.europa.eu/consumers/odr>. This platform enables consumers in the European Union to resolve online disputes relating to online sales or service contracts.

8.3. All disputes arising in connection with the validity, interpretation, performance or non-performance, suspension, or termination of the T&C, or the sudden termination of established commercial relations, shall be the subject of an attempt at amicable resolution. The parties accept and acknowledge that any proceedings brought before a court prior to such an attempt at amicable resolution shall be inadmissible.

IN THE ABSENCE OF AN AGREEMENT BETWEEN THE PARTIES UNDER THE AFOREMENTIONED AMICABLE RESOLUTION PROCESS, ALL DISPUTES RELATING TO THE VALIDITY, INTERPRETATION, PERFORMANCE OR NON-PERFORMANCE, SUSPENSION, OR TERMINATION OF THE AGREEMENT, OR TO THE SUDDEN TERMINATION OF ESTABLISHED COMMERCIAL RELATIONS, SHALL BE SUBMITTED TO THE COMMERCIAL COURT OF TOULOUSE (TRIBUNAL DE COMMERCE DE TOULOUSE), TO WHICH THE PARTIES GRANT EXCLUSIVE JURISDICTION.