

# General Terms and Conditions of Use of the Website www.hotelbb.com and the B&B HOTELS Mobile Applications

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## 1. The Company

The Website is published by Financière B&B HOTELS, a simplified joint stock company with a capital of 235.064.837,12 euros, registered with the Nanterre Trade and Companies Register under number 448 178 533, with its registered office at 29 boulevard Romain Rolland, 92100 Montrouge (hereinafter referred to as “**Financière B&B HOTELS**”).

It can be contacted at the following address: [grouppnotification@hotelbb.com](mailto:grouppnotification@hotelbb.com)

## 2. Terminology

The terms mentioned below have the following meanings in these General Terms and Conditions of Use:

- **Mobile application:** refers to the B&B HOTELS mobile application edited and published by Financière B&B HOTELS.
- **Operator:** means any Operator of a B&B HOTELS hotel, or any Operator authorised to use the “Inspired by B&B HOTELS” brand, who offers deals to Users via the Website and Mobile Application. The Operator is a professional.
- **Parties:** in the plural, designates Financière B&B HOTELS and the User jointly. In the singular, it refers only to one of the two parties.
- **Platform:** refers to the central online booking system of the Website and Mobile Application.
- **Services:** means the services offered by Financière B&B HOTELS on its Website and Mobile Application of the same name.
- **Website:** means the Financière B&B HOTELS website accessible at [www.hotel-bb.com](http://www.hotel-bb.com).
- **User:** means any Internet user who accesses or browses the Website and the Mobile Application, whether a customer, an operator or a normal Internet user, with or without a B&me account. A logged-in User is a User who has created an account on the Website.

## 3. Purpose and Scope

These General Conditions of Use define the legal framework governing access to and use of the Website and the Mobile Application.

These General Conditions of Use are written in Portuguese and apply between Financière B&B HOTELS and any User who wishes to access the Website and the Mobile Application.

In this context, Financière B&B HOTELS acts as a technical intermediary.

These General Conditions of Use do not establish guidelines for booking a stay, which is governed by the General Conditions of sale available [here](#).

## **4. Entry into force and duration**

These General Conditions of Use come into force on the date of their online publication and apply on the date of first use of the Website and download of the Mobile Application. They apply for the entire period of use of the Website and the Mobile Application and until new General Conditions of Use replace these General Conditions of Use.

The User may, at any time, stop using the Website and the Mobile Application, but remains liable for any previous use.

## **5. Access to the Website and Mobile Application**

### **5.1 Access to the Website**

Access to the Website and Mobile Application is free of charge. The Website and Mobile Application are accessible 24 hours a day, 7 days a week.

Financière B&B HOTELS is committed to providing high-quality access and to enabling Users to utilise the means of communication made available to them in the best possible conditions.

Due to the nature and complexity of the Internet network and, in particular, its technical performance and response times for the visualisation, consultation or transfer of information data, Financière B&B HOTELS makes its best efforts to enable access to and use of the Website or the Mobile Application but cannot guarantee the absolute accessibility or availability of the Website.

However, Financière B&B HOTELS reserves the right, without prior notice or compensation, to temporarily or permanently close the Website, the Mobile Application or access to one or more remote services, in particular to carry out updates, maintenance operations, modifications or changes to operating methods, servers and access times, without this list being exhaustive.

Financière B&B HOTELS shall not be liable for any damages whatsoever that may result from these changes or from the temporary unavailability or permanent closure of all or part of the Website and Mobile Application and/or associated services.

Financière B&B HOTELS reserves the right to add to or modify the Website and/or the Services available on the Website at any time in accordance with technological developments.

It is the User's responsibility to ensure that the computer and transmission resources at their disposal are adapted to changes to the Website and Mobile Application.

### **5.2 Accessing the Mobile Application**

Downloading the Mobile Application is free of charge for the User. However, the cost of using remote communications, such as mobile data or Internet connection fees, is borne by the User in accordance with the terms of their mobile package and their service provider.

Financière B&B HOTELS reserves the right to add to or modify, at any time, the Mobile Application and the Services available therein, depending on technological developments.

## **6. Creating an account**

The User undertakes not to create an account under the identity of a third party. The User is solely responsible for the confidentiality of their access data (username and password) that allows them to use their account.

Any use of your B&me account using your personal username and password is presumed to have been made by you or a third party authorised by you until your account is deactivated.

## **7. Services offered by the Mobile Application and Website**

### **7.1 General provisions**

The Website and the Mobile Application allow the User, through a single online entry point, to access their past and future bookings, to book their room in any of the hotels listed on the Website and in the Mobile Application and to provide reviews, ratings and comments relating to their stay in the hotels listed on the Website and in the Mobile Application.

All offers, booking conditions and agreements relating to a hotel indicated on the Website and Mobile Application are offered by and must be accepted from the Operator of the hotel in question, in accordance with the general sales conditions applicable to bookings made at a B&B HOTELS hotel.

In the event of any contradiction or ambiguity between the clauses of these Conditions of Use and those of the General Conditions of Sale applicable in relation to their subject matter, the clauses of the General Conditions of Sale shall prevail.

### **7.2 Classification of tenders**

From the Website and the Mobile Application, the User can access the different holiday offers from the Hotel Companies.

The hotel companies' offers are sorted by default according to the following criteria:

- When you search by city or point of interest, the hotels are sorted by distance from the searched location;
- On the city pages, the order is decided by country;
- Finally, the offers are sorted by price, with the cheapest always the first.

The sorting can be changed at the user's discretion. The sort function can be used to sort hotels according to different criteria, such as distance, cheapest price or highest customer rating.

The filter function can be used to restrict the presentation of hotels according to criteria chosen by the user, such as price availability, facilities and services available, customer ratings or the number of stars assigned to each hotel.

Hotels are listed in ascending order of distance for a given search, and the user can select the option to sort by price. The hotels are then listed in a personalised way, following the recommendations of an intelligent algorithm that takes into account the Customer's habits,

prioritising their tastes based on their purchase or browsing history to facilitate their booking on the Website and Mobile Application.

## 7.3 Loyalty programme

The Website and Mobile Application also allow Users to sign up to the B&B HOTELS Group's loyalty programme.

### 7.3.1 B&me

The User subscribes to the B&me programme free of charge by filling in a specific form on the Website or in the Mobile Application to create an account in the B&me customer area.

By creating a B&me account, the User adheres to the B&me programme and accepts the General Conditions of the B&me programme, which were communicated to them when they created their account and which can be consulted [here](#).

The B&me programme allows members to benefit from a number of advantages described on a specific page of the Website, particularly with regard to bookings made on the Website.

At any time, members can request to be removed from the programme directly from their B&me account or by sending a request via the [contact form](#) provided by B&B HOTELS.

### 7.3.2 B&me (loyalty programme payment)

The B&B HOTELS Group offers a paid loyalty programme, B&me CLUB.

To join this loyalty programme, the User must have created a B&me account on the Website or in the Mobile Application. Users can subscribe to the B&me CLUB from the specific section of their personal B&me space on the Website or Mobile Application. After reading them, the User accepts, if applicable, the general conditions of subscription to B&me CLUB, which can be consulted [here](#).

## 8. Advertising or promotion on the Website in the Mobile Application

Financière B&B HOTELS reserves the right to publicise, free of charge or for a fee, advertising or promotional messages on its Website and Mobile Application.

## 9. Hypertext links

Financière B&B HOTELS reserves the right to establish hypertext links on its Website and Mobile Application that allow access to web pages other than those on its Website and Mobile Application, over which B&B HOTELS has no control.

Financière B&B HOTELS declines all responsibility for the conditions of access to third-party sites via hypertext links, their operation, the use of Users' personal data and the content of the information provided on these third-party sites.

Users who have a personal website and wish to place on their website, for personal purposes, a simple direct link to the home page of the Website or Mobile Application, must obtain the express authorisation of Financière B&B HOTELS to establish this link.

Under no circumstances may this authorisation be interpreted as an implicit affiliation agreement.

In any event, hypertext links to the Website and the Mobile Application without Financière B&B HOTELS's authorisation must be removed at Financière B&B HOTELS's request.

## 10. Personal Data

In accordance with the regulations on the protection of personal data, Users are informed that personal data is processed on the Website in the Mobile Application.

For more information on this processing of personal data and the scope of their rights, Users should consult the Personal Data Protection Policy, available [here](#).

## 11. Cookies

In order for Users to benefit from the Services offered by the Website and the Mobile Application, such as viewing them, optimising their use or personalising them according to the User, the Website and the Mobile Application use cookies.

To find out more about our cookie policy, please click on the following link: <https://www.hotel-bb.com/en/cookies-policy>

## 12. Liability

### 12.1 General liability

Financière B&B HOTELS is not liable:

- For the quality of the Website and the Mobile Application, the Website and the Mobile Application being provided “as is”;
- For violations of computer security that may cause damage to computer equipment and User data;
- For violation of Users' rights in general.

### 12.2 Liability for the information contained on the Website in the Mobile Application

Financière B&B HOTELS cannot be held liable for any direct or indirect damages that may result from downloading, accessing or using the Website and the Mobile Application or the information contained therein, whatever their nature.

Financière B&B HOTELS endeavours to provide up-to-date information on the Website and in the Mobile Application. All the information made available to people accessing the Website and the Mobile Application has been selected as of a certain date.

The information on the Website and Mobile Application reflects a view at the time of its creation and not at the time of viewing the Website and Mobile Application. It may be necessary to update them, which may not have happened at the time of visualisation for technical or other reasons.

Financière B&B HOTELS shall not be liable for any errors or omissions in the information provided on the Website and in the Mobile Application. Any update, new service or new feature that improves or expands one or more existing information contents will be subject to these terms and conditions.

Financière B&B HOTELS disclaims any liability related to the appropriateness of decisions made by Users solely on the basis of the information published on the Website and in the Mobile Application.

### **13. Online reviews**

Once the stay is over, the User will receive a form by e-mail that will allow them to summarise their experience. They can rate and describe what you liked about their stay in a hotel on the B&B HOTELS Website.

Their opinions will be published on the Website of the hotel where they stayed.

For more information, Users should consult the General Conditions of Use for Customer Comments, which can be found [here](#).

Users can also give their opinion on their browsing experience on the Website and the Mobile Application. These opinions are collected through a pop-up window in which the user is asked to rate and comment on their browsing experience. These ratings and comments are stored in a tool and analysed to improve the user's online experience. These ratings will not be published on the Website or in the Mobile Application.

### **14. User obligations**

The User undertakes to use the Website and the Mobile Application and all the information to which they may have access only for purposes that respect public order, accepted standards of behaviour and the rights of third parties.

The User undertakes to provide accurate and up-to-date information, particularly when creating their account.

In the event of non-compliance with the General Conditions of Use of the Website and the Mobile Application, Financière B&B HOTELS reserves the right to automatically deactivate the User's B&B account, without the right to compensation, by sending an email that has remained ineffective for 30 days.

In the event of manifest and significant non-compliance and/or fraud on the part of the User, the account will be deactivated automatically, without prior notice, formality or compensation.

The User also undertakes not to disturb the use that other Users may make of the Website and the Mobile Application and not to access parts of the Website and the Mobile Application to which access is reserved.

### **15. Intellectual property**

Financière B&B HOTELS is the owner of the intellectual property rights of the Website and the Mobile Application, which are protected works.

## 15.1 Copyright

The general structure and content of the Website and the Mobile Application, including texts, slogans, images, animated or not, photographs, logos, software, as well as any other element that makes up the Website and the Mobile Application, are the exclusive property of Financière B&B HOTELS or third parties that have granted it a licence.

Any reproduction, representation, use or modification, by any process and on any medium whatsoever, of all or part of the Website, the Mobile Application and all or part of the various works that comprise it, without the express authorisation of Financière B&B HOTELS, is strictly prohibited and would constitute an offence that could give rise to civil and criminal liability for the offender.

These general conditions of use do not imply any transfer of any kind of intellectual property rights over the elements belonging to Financière B&B HOTELS or the elements of third parties who have granted it a licence, for the benefit of the User.

Accordingly, the User undertakes not to carry out any action or act likely to violate, directly or indirectly, Financière B&B HOTELS's intellectual property rights and, in particular, not to modify, copy, reproduce, download, disseminate, transmit, commercially use and/or distribute, in any way, the pages of the Website and the Mobile Application, or the software codes of the elements that make up the Website and the Mobile Application.

## 15.2 Trademark law

The distinctive signs of Financière B&B HOTELS and its partners, such as domain names, brands, names and logos appearing on the Website and in the Mobile Application, are protected by the Industrial Property Code. Any total or partial reproduction of these distinctive signs made from elements of the Website and the Mobile Application without the express authorisation of Financière B&B HOTELS is therefore prohibited under applicable Portuguese law.

The Website and the Mobile Application may only be used in accordance with their intended purpose. Any other use not expressly authorised in writing in advance by Financière B&B HOTELS is prohibited and constitutes an infringement.

## 16. User support

Any questions or complaints regarding the use of the Website and Mobile Application and the services offered can be submitted as follows:

- By email to: [grp-digital@hotelbb.com](mailto:grp-digital@hotelbb.com)
- By post to Financière B&B HOTELS, 29 boulevard Romain Rolland - 92120 Montrouge (France).

## 17. Tolerance

The Parties mutually agree that the fact that one Party tolerates a situation, regardless of its frequency and duration, does not have the effect of granting acquired rights to the other Party, nor does it modify these general conditions of use.

Moreover, this tolerance cannot be interpreted as a waiver of the rights in question.

## 18. Titles

In the event of difficulties of interpretation resulting from a contradiction between any of the headings appearing in the headings of the clauses and any of the clauses, the headings shall be declared non-existent.

## 19. Nullity

If one or more of the provisions of these General Conditions of Use are declared null and void or declared as such by virtue of a law, regulation or following a final decision by a competent court, the other provisions shall retain their full force and scope.

## 20. Applicable law and jurisdiction

These general conditions of use of the Website and the Mobile Application are governed by Portuguese law.

This applies to both substantive and procedural rules, regardless of where the substantive or ancillary obligations are performed.

### 20.1 For consumer users

In the event of a dispute between the Operator and a User who is considered a consumer within the meaning of Portuguese law regarding the interpretation, execution or termination of these terms and conditions, the Parties shall endeavour to resolve the dispute amicably.

In this case, the User is invited, in the first instance, to contact the Editor's mediation service via the complaints form provided for this purpose on <https://www.hotel-bb.com/en/help-contact/contact/portugal>.

Any dispute that may arise from the interpretation and/or execution of these General Conditions shall be submitted to the Portuguese Courts where the User is habitually resident, without prejudice to alternative dispute resolution and consumer mechanisms.

In the event of a dispute, the Member may also have recourse to the following Dispute Resolution Entities:

- (i) Coimbra District Consumer Conflict Arbitration Centre Tel.: 239821690. E-mail: [geral@cacrc.pt](mailto:geral@cacrc.pt);
- (ii) Lisbon Consumer Conflict Arbitration Centre Tel.: 218807030. E-mail: [juridico@centroarbitragemlisboa.pt](mailto:juridico@centroarbitragemlisboa.pt);
- (iii) Porto Consumer Information and Arbitration Centre Tel.: 225508349; E-mail: [cicap@cicap.pt](mailto:cicap@cicap.pt);
- (iv) Vale do Ave/Consumer Conflict Arbitration Centre/Arbitration Court Tel.: 253422410; E-mail: [geral@triave.pt](mailto:geral@triave.pt);

For more information consult the Consumer Portal at [www.consumidor.pt](http://www.consumidor.pt)

If there are no alternative dispute resolution body(ies) or the existing one(s) do not consider themselves competent due to the value of the dispute, the consumer can turn to the National Centre for Information and Arbitration of Consumer Conflicts, located in Lisbon, with the email address: [geral@cniacc.pt](mailto:geral@cniacc.pt) and available at <https://www.cniacc.pt/pt/>.



In accordance with Article 14 of Regulation (EU) No 524/2013, the European Commission allows an online dispute resolution procedure through its online dispute resolution platform: <https://ec.europa.eu/consumers/odr/main/?event=main.adr.show2>

## **20.2. Professional members**

The Parties shall use their best endeavours to settle by agreement any dispute arising between them regarding the interpretation, execution or termination of these General Conditions.

IN THE ABSENCE OF AN AGREEMENT BETWEEN THE PARTIES, ANY DISPUTE MUST BE SUBMITTED TO THE LISBON DISTRICT COURT, WHICH IS EXPRESSLY GIVEN JURISDICTION TO SETTLE THE DISPUTE.