



TERMS AND CONDITIONS

The company UNIQUE PARIS which headquarters are located at 27 rue de la Bienfaisance, 75008 PARIS, FRANCE, is a French Limited Liability Company (SARL) with an initial equity of EUR 10.000. UNIQUE PARIS is registered at the Paris Trade Office under the SIRET number 52052844900017. Its commercial name is UNIQUE PARIS and its main business is the organization of sales to its Members by independent suppliers. According to the definition below, only a "Member" of UNIQUE PARIS can ask for an enquiry or send a buy order through the private access in the Members Lounge on www.unique-paris.fr, or by phone, email or mail, to get a product or service provided through the intermediation of UNIQUE PARIS. The company UNIQUE PARIS is solely acting as an intermediary between the Members and the suppliers. UNIQUE PARIS will only answer to Members enquiries or buy orders that are legal in France and moral.

DEFINITIONS

The following definitions are applicable in these General Terms and Conditions of Trade.

- a) "Website": means the website edited by UNIQUE PARIS and reachable using the address: <http://www.unique-paris.fr> or <http://www.uniqueparis.fr> or <http://www.unique-paris.com> or <http://www.uniqueparis.com>.
- b) "Member": means anyone who matches the conditions in the paragraph 2 and who uses the Website to send Enquiry or Buy Order. The Member must be over 18 years of age.
- c) "Enquiry": means any request of information about products, services etc. sent by the Member to our conciergerie department. An Enquiry cannot be considered as a buy order and will be processed as a simple request for information.
- d) "Buy Order": means any buy order (for a service or a product) sent by the Member to our conciergerie department.

1. ENTIRE AGREEMENT

These General Terms and Conditions of Trade constitute the entire agreement between the Member and UNIQUE PARIS with respect to the subject matter hereof and will supersede and replace any other understandings and agreements, in whatever form, regarding the subject matter. Nothing in this clause shall exclude or restrict the liability of either the Member or UNIQUE PARIS arising out of fraud or fraudulent misrepresentation.

These General Terms and Conditions of Trade are systematically shown to and signed by anyone wishing to become a Member.

THE MEMBER EXPRESSLY ACKNOWLEDGE THAT HE HAS READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND



CONDITIONS SET FORTH HEREIN. BY USING OUR SERVICE OR OUR WEBSITE, THE MEMBER EXPRESSLY CONSENT TO BE BOUND BY THESE GENERAL TERMS AND CONDITIONS OF TRADE AND GRANT TO UNIQUE PARIS THE RIGHTS SET FORTH HEREIN.

The failure to exercise, or delay in exercising, a right, power or remedy provided by these General Terms and Conditions of Trade or by law shall not constitute a waiver of that right, power or remedy. If UNIQUE PARIS waives a breach of any provision of these General Terms and Conditions of Trade, this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

2. SUBSCRIPTION

Any person willing to become a Member should register by phone, mail or on the Website to receive the status of Member and be able to send Enquiries and Buy Orders to UNIQUE PARIS.

(a) The subscription can be done on internet, by phone or by mail. In all cases, anyone wishing to become a Member would need to communicate his personal details during the subscription process. After this first step, our sales department will call back the Member after a time period of 24 hours to discuss the final subscription.

Every subscription request will be closely examined and considered by UNIQUE PARIS. If a candidate to Membership does not match UNIQUE PARIS criteria, or if the candidate does not fully agree with these General Terms and Conditions of Trade, UNIQUE PARIS could refuse the candidate's subscription.

To complete a subscription, the candidate would need to sign and transmit these General Terms and Conditions to UNIQUE PARIS and pay for the subscription (prices are listed below).

The subscription will be final and effective as of the date of our acceptance and will remain effective until terminated by either UNIQUE PARIS or the Member as set out below. The written or electronic confirmation of subscription will be sent to the Member and will provide details of the selected subscription offer, the contact details of UNIQUE PARIS (phone number, email, Website) and a confidential password that allows the Member to access the secure Members Lounge. This password allows the Member to send Enquiries and Buy Orders to the UNIQUE PARIS Conciergerie, to receive promotional offers and orders confirmations and to follow the status of its Orders.

(b) UNIQUE PARIS offers a choice of 4 different memberships:

(i) A subscription offer called « Silver Key »



This subscription offer, available for a minimum contract period of 12 months, allows the Member to gain access to UNIQUE PARIS services 24 hours a day and 7 days a week. These services include (non-comprehensive list):

- The organization and the management of the Member's day-to-day and his events such as private or corporate parties, wedding planning, travel etc. (sourcing and benchmarking of suppliers, price negotiation, etc.)
- A support service for all information queries (no more than 20 minutes per search).
- A booking service for hotels, restaurants, private jets, shows, concerts, sports events etc.
- A sourcing service to help the Member to find rare, hard-to-find or unique items

If the Member chooses to contract the Silver Key for a 12-month period, the Member should pay for this subscription either a one-off amount of €2 200 (VAT included) on the subscription date, by check or by credit card, or a monthly fee of €200 by credit card.

The « Silver Key » offer does not include the amounts billed by the suppliers directly to the Member after each of his Buy Order (UNIQUE PARIS is a mere intermediary).

If a Member sends an order to Unique Paris to get a Concierge to any place of his choice, then Unique Paris will bill the Member €60 per hour (minimum billing amount = €30, billing in 15 minute increments) plus the transportation costs of the Concierge (if the Concierge needs to go out of Paris) .

(ii) A subscription offer called « Prestige Key »

This subscription offer, available for a minimum contract period of 12 months, allows the Member to gain access to UNIQUE PARIS services 24 hours a day and 7 days a week, with a dedicated concierge. The Member is able to meet physically with his dedicated concierge at any time between 8:00 AM and 8:00 PM Paris Time at the Member's residence (the maximum number of meetings per year is set to 12). These Meetings are only available if the Member's residence is located in one of the following cities: Paris (75001, 75002, 75003, 75004, 75005, 75006, 75007, 75008, 75009, 75010, 75011, 75012, 75013, 75014, 75015, 75016, 75017, 75018, 75019, 75020) Levallois-Perret (92300), Neuilly-sur-Seine (92200), Puteaux (92800), Suresnes (92150), Boulogne-Billancourt (92100), Issy-les-Moulineaux (92130), Montrouge (92120), Rueil-Malmaison (92500), Chatou (78400), Croissy (78290), Le Vésinet (78110), Le Pecq (78230), Saint-Germain-en-Laye (78100), Vincennes (94300).

If the Member's residence is located in a city which is not on the previous list, the Member will not be able to meet physically with his dedicated concierge at his own residence and this will not open any right to any refund from UNIQUE PARIS.

If the dedicated Concierge cannot be present to the Member's residence following a written request of Meeting from the Member, for whatever reason, this will not open any right to any refund from UNIQUE PARIS and the balance of available Meetings of the Member will stay at the same level as immediately before the request of Meeting from the Member.



The maximum duration of each Meeting at the Member's residence will be set in UNIQUE PARIS entire discretion. At the end of the registration period, if the Member has not used all available Meetings in his balance, he will not be able to request a refund for unused Meetings.

If the Member moves to another city which is not in the list above at any time during his registration period, then the Member will not be able anymore to ask for Meetings at his residence and this will not open any right to any refund. However if the Member moves again to another city which is in the list above, he will be able to ask again for Meetings, with the same Balance of available Meetings as immediately before the day he firstly moved.

The Member may ask to exchange an available Meeting against a « Service » offered by his dedicated Concierge, among the non-comprehensive list below: fetch a parcel from the post office in the name of the Member, wait for a delivery at the Member's residence, carry out the visa application process at some embassy for the Member's next holidays etc.

The execution of these Services by the dedicated Concierge will depend on, for each request of substitution, the previous agreement from UNIQUE PARIS.

The Member should pay for this subscription offer either a one-off amount of €5 500 (VAT included) on the subscription date, by check or by credit card, or a monthly fee of €500 by credit card.

The « Prestige Key » offer does not include the amounts billed by the suppliers directly to the Member after each of his Buy Order (UNIQUE PARIS is a mere intermediary).

(iii) A subscription offer called « Unique Key »

This subscription offer, available for a minimum contract period of 12 months, allows the Member to gain access to UNIQUE PARIS services 24 hours a day and 7 days a week, with a dedicated concierge. The Member should pay for this subscription offer an amount written on the initial quote sent after the initial interview (this initial interview is done in order to evaluate the needs of the future Member). The fee should be fully paid on the subscription date, by check or by credit card.

(iv) A subscription offer called « Escape Key »

This subscription offer, available for a contract period of 1 to 15 days, allows the Member to gain access to UNIQUE PARIS services 24 hours a day and 7 days a week. This subscription offer is available only for non-resident and cannot be subscribed by a French resident. The Member should pay a fee of €60 per day (VAT included) by credit card on the subscription day.

(c) Conditions of Termination

The term of these General Terms and Conditions of Trade is indefinite and the subscription will continue until canceled as provided herein.



For the subscription offers « Silver Key », « Prestige Key » and « Unique Key »: If the Member does not terminate the contract at least one week before the end of the registration period by sending a termination request letter to UNIQUE PARIS, then the subscription will be automatically renewed for a full period.

UNLESS THE MEMBER DOES NOTIFY UNIQUE PARIS THAT HE WISHES TO CANCEL HIS SUBSCRIPTION, UNIQUE PARIS WILL AUTOMATICALLY RENEW SUBSCRIPTION THAT THE MEMBER SUBSCRIBES TO ON A PERIODIC BASIS, INCLUDING ANY 6-MONTH OR ANNUAL SUBSCRIPTIONS, AS LONG AS UNIQUE PARIS CONTINUES TO CARRY THE SERVICE.

For the subscription offers « Silver Key », « Prestige Key », «Escape Key» and « Unique Key»: in case of termination, the Member still must pay for the remaining part of the minimum registration period. There will be no right to any refund. If the Member chose the monthly fee payment setup and does not pay his monthly fee as scheduled, UNIQUE PARIS will have the right to terminate the subscription and this will not open any right to any refund for the Member.

(d) Unused Service

If the Member does not use one or more service(s) that is (are) included in his subscription offer, this will not open any right to any refund.

(e) Update of the Terms and Conditions of all subscription offers

UNIQUE PARIS reserves the right to modify the Terms and Conditions of all subscription offers at any time by sending the revised Terms and Conditions to the Member by email.

(f) Discretionary Right of UNIQUE PARIS to terminate any subscription

Without limiting other remedies, UNIQUE PARIS may terminate these General Terms and Conditions of Trade with immediate effect, automatically and without recourse to the courts, and may limit, suspend, or terminate the registration of any Member, prohibit access to the Members Lounge, if we think that the Member is in breach of these General Terms, creating problems, possible legal liabilities, acting inconsistently with the letter or spirit of our policies, infringing someone else's intellectual property rights, engaging in fraudulent, immoral or illegal activities, with immediate effect and without recourse to the courts. In this case, UNIQUE PARIS will decide solely if the Member should be refunded on a pro rata temporary basis.

(g) Promotional Offers for the Members

All the Members of UNIQUE PARIS are entitled to receive promotional offers negotiated by UNIQUE PARIS on all kinds of services and products. The availability of these services and products at the time of order is not guaranteed and depends of the stocks of the provider.



3. ENQUIRY AND BUY ORDER

To order a service or a product or to send an Enquiry about products/services offered by UNIQUE PARIS, the Member should use one of the following options:

- By internet: <http://www.unique-paris.fr>, using his secure access to the Members Lounge
- By phone: 00 33 1 82 83 96 00 for any subscription or using the mobile number of his dedicated Concierge (only for the subscription offers « Prestige Key » and « Unique Key »)
- By mail: UNIQUE PARIS 27 rue de la Bienfaisance 75008 Paris, FRANCE
- By email: concierge@unique-paris.fr or the direct email of his dedicated Concierge

(a) Rules regarding Orders

Before any order, the Member should send to UNIQUE PARIS all his contact details (professional and personal address, email, phone number etc.) to help UNIQUE PARIS to get in touch with him as quickly as possible.

When the Member places an Order request on the website UNIQUE PARIS shall email the Member an acknowledgement of the intended order.

Any order sent by the Member will be transmitted to the suppliers by UNIQUE PARIS.

(b) Order Confirmation by UNIQUE PARIS

Any order will be confirmed in a timely manner by UNIQUE PARIS by email and in the secure access in the Members Lounge in the section « My Orders ».

This order confirmation will include the Enquiry reference, the Order reference, the type of service or product, the name of the selected supplier, the name of the Concierge in charge of the Order, the price including and excluding VAT, the delivery details and the conditions of cancellation.

(c) Double confirmation of large Order by the Member

If the price of the order is above €1,000 (VAT included) the Member must imperatively send to UNIQUE PARIS a written confirmation of the Order (by email or through his secure access in the Members Lounge) within a 48 hours timeframe. These orders will be definitely confirmed by UNIQUE PARIS only after receiving this written confirmation from the Member.

(d) Tracking of any Order or Enquiry

The Member will be able to track the Order or Enquiry status on his secure access on the Members Lounge, in the section « My Enquiries ».

If needed, UNIQUE PARIS will send to the Member all useful information regarding the Order (for instance the Booking Reference, the Enquiry Date, the Name and Address of the Supplier etc.).



(e) Out of stock items and services

Goods and services are subject to availability. As there is a delay between the time when the order is placed by the Member and the time when the order is accepted by the supplier, the stock position relating to particular items may change. If an item that the Member ordered becomes out of stock before UNIQUE PARIS has confirmed the order, UNIQUE PARIS shall notify the Member as soon as possible and the Member will not be charged for the out of stock items.

UNIQUE PARIS reserves the right to refuse an order if the product ordered is unavailable from stock.

If there are any problems with a Member's Order (unavailable product or service, changed price etc.) UNIQUE PARIS shall contact the Member and try to find alternative solutions in a timely manner.

Alternative solutions found by UNIQUE PARIS will be put in place as soon as UNIQUE PARIS receives the written agreement of the Member.

If no alternative solution is found or if the alternative solution is not accepted by the Member within a 5 days' timeframe, UNIQUE PARIS will cancel the Order and this will not open any right to any refund.

If the payment has already been done, and if no suitable alternative solution is found, the Member will be directly refunded by the Supplier in case of cancellation of the Order.

(f) Personal Subscription and Orders

Subscriptions and orders are for individual use only. Each subscription is to be used by one person only and is not to be shared with any other user without the written agreement of UNIQUE PARIS.

(g) Amendment of a Buy Order by a Member

Any amendment or cancellation of order should be done by the Member within the 'cooling-off' period of 7 working days. Any amendment or cancellation of order will be examined by UNIQUE PARIS which will consider the nature of products and services. In any case, any amendment or cancellation is subject to the explicit acceptance of UNIQUE PARIS.

If UNIQUE PARIS refuses to amend or cancel the order for a Member, the Member must pay the full price of the order and any deposit already paid by the Member for this order will not be refunded.

(h) Additional Terms for tourism services

UNIQUE PARIS is not licensed as a travel agency and will be only an intermediary between the Member and the selected travel agency. Any tourism service (flight ticket, train ticket,



packaged tours etc.) bought by the Member through UNIQUE PARIS will be subject to the terms and conditions of the selected travel agency and the Member may have to accept them upon the order.

(i) Additional Terms for services provided by clubs, night clubs, bars, and restaurants
If a Member sends a written order to UNIQUE PARIS to get a booking at his name in a night club, a club, a bar or a restaurant and if this booking is subject to a booking fee paid in advance, the Member will receive a confirmation request by email from UNIQUE PARIS and upon signoff from the Member, UNIQUE PARIS will withdraw the booking fee from the credit card of the Member to secure the booking.

(j) Additional Terms for ticket booking of night shows, concerts, sports events etc.
If the Member orders tickets for shows, concerts, sports events, museums etc. UNIQUE PARIS would get in touch with the authorized resellers of tickets and would provide the Member with these tickets (if available). The price paid by the Member for each ticket could be higher than the face value of the ticket, because of the fee charged by UNIQUE PARIS for this service. There will be no refund or cancellation after the transaction. In case of cancellation of the event by the organizer, only the face value could be refunded.

(k) Temporary incapacity of UNIQUE PARIS to answer Member's Enquiry or process Orders
If UNIQUE PARIS is unable to answer to a Member's Enquiry or to process a Buy Order for whatever reason, UNIQUE PARIS will inform the Member in reasonable delays.

4. PAYMENT OF SUBSCRIPTION AND ORDERS BY THE MEMBER

(a) Price of the order:

The goods and services will be billed to the Member on the basis of the firm prices indicated in the order confirmation by UNIQUE PARIS (prices are in euros and inclusive of VAT, where applicable).

(b) How to pay for the order

The Member will directly pay the supplier of the goods or services by check or credit card after receiving the bill from the supplier, either on the delivery day or on the trading day, according to the payment conditions usually used by the supplier. If the payment should be done on any other date, the Member should receive a written prior notice.

(c) Penalty Fee on Late Payments

Late payment penalties will be due from the day after the scheduled payment date indicated on the order confirmation, at the rate of 1.5% per month plus the legal interest rate, without any reminder and will be added to any other sum due contractually to UNIQUE PARIS. In case of late payments by the Member, all pending orders or deliveries could be cancelled without any prior notice and this will not open any right to any refund.



(d) Payment default

Any payment default by a Member allows UNIQUE PARIS to cancel all pending orders or deliveries, without prior notice or any possible claim by the Member.

5. DELIVERY

(a) Delivery Details

The conditions of delivery for the ordered service or product are set in the written order confirmation sent to the Member by UNIQUE PARIS. Even if the good is delivered by UNIQUE PARIS, UNIQUE PARIS acts solely as intermediary between the Member and the supplier of such good.

(b) Delivery Lead Time

The approximate delivery date would be written in the order confirmation sent to the Member by UNIQUE PARIS. We will endeavour to adhere to stipulated delivery deadlines. However, delivery deadlines will not be binding. UNIQUE PARIS may not be held liable for any damage, claim or loss due to a delay in the delivery of a product or service. A delay in delivery will not open any right to any refund with UNIQUE PARIS.

6. RIGHT TO CANCEL

Under the Act L.121-20 of the Code of Consumption, the Member has the right to return or cancel his order with the supplier for any reason within a seven days 'cooling-off' period after receipt (the cancellation enquiry should not be sent to UNIQUE PARIS but directly to the supplier).

The Member can cancel at any time until the end of the seventh day after the day on which the Member receive the goods or on the end of the seventh day after the day on which the supplier agreed to go ahead with the service. If this seventh day is a Saturday or a Sunday or a Public Holiday, then the 'cooling-off' period will be extended until the next working day. In the case of cancellation within the cooling-off period, the supplier would either exchange the product or service for another or refund the Member. In the case of cancellation after the cooling-off period, there will be no return, no exchange, no refund. The costs of delivery or return of the products would be paid by the Member and damaged or dirty products would not be exchanged or refunded.

The products need to be sent back to the supplier, whose contact details would have been sent by UNIQUE PARIS in the order confirmation. If the Member needs to receive again the contact details, he will need to send a letter to UNIQUE PARIS client service.



This right to cancel orders does apply neither to financial services, food, drink or other perishable products; DVDs, CDs nor software which have been unsealed; magazines; nor tailor-made / customized products nor tourism-linked services.

7. PROPERTY RIGHTS OF THE ORDERED PRODUCTS OR SERVICES AND PASSING OF RISK

The providers with which UNIQUE PARIS gets in contact on behalf of the Member will keep their property rights on their products or services until full payment. When goods are transported, the risk (of accidental loss, destruction or deterioration) shall pass to the Member as soon as the supplier has delivered the goods to the carrier he chose. There will be no exception to this rule. In case of damages to the product following the delivery, the Member should get in contact with the carrier.

UNIQUE PARIS, as a mere intermediary, may not be held liable for any delivery or transportation matter.

8. LIABILITY

UNIQUE PARIS, AS A MERE INTERMEDIARY BETWEEN THE MEMBER AND THE SUPPLIERS, SHALL USE ITS BEST EFFORTS TO PROVIDE THE SERVICE OR PRODUCT THAT THE MEMBER ORDERED. UNIQUE PARIS DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY IN RELATION TO THE SERVICE OF CONCIERGERIE PROVIDED BY UNIQUE PARIS. NEITHER UNIQUE PARIS NOR ITS OFFICERS, EMPLOYEES OR AFFILIATES MAY BE HELD LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR ANY CLAIM, DAMAGE, OR LOSS, (AND THE MEMBER HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION), ARISING FROM OR RELATING TO SUCH PRODUCT OR SERVICE.

ONLY THE LIABILITY OF THE SUPPLIER OF SUCH PRODUCT OR SERVICE COULD BE ENGAGED. IN THE EVENT OF DISPUTE OR MAJOR PROBLEM, THE MEMBER SHOULD CONTACT DIRECTLY THE SUPPLIER OF THE PRODUCT OR SERVICE AND ADDRESS HIM ANY DAMAGES REQUEST

UNIQUE PARIS COULD TRANSMIT TO THE SUPPLIER OF SUCH SERVICE OR PRODUCT ANY DAMAGES REQUEST FROM THE MEMBER.

9. PROTECTION OF MEMBER'S PRIVACY AND PRIVATE DATA (CNIL)

In accordance with the Act n°78-17 of 6 January 1978 on Data Processing, Data Files and



Individual Liberties and the Act of 6 August 2004 relating to the protection of individuals with regard to the processing of personal data, the Member has a right of free access to all the information concerning him in clear language and the right to ask for his data to be corrected, completed, clarified or erased. At any time, the Member is able to access and rectify himself the information he has provided on subscription through the private access to the Members Lounge.

Users of the site www.unique-paris.fr who have voluntarily provided private data may exercise free of charge their rights of access, rectification and deletion on addressing an enquiry to UNIQUE PARIS, specifying the nature of the request:

- by email at admin@unique-paris.fr

- by fax on: 00 33 1 82 83 96 05

- by post at the following address: UNIQUE PARIS SARL, 27 rue de la Bienfaisance, 75008 PARIS, FRANCE.

UNIQUE PARIS will do its best efforts to rectify any private data in its possession that it learns to be inaccurate or incomplete within two weeks of notification.

10. APPLICABLE LAW & JURISDICTION

In the event of major difficulty or dispute between UNIQUE PARIS and the Member, the Parties hereby agree to seek an amicable settlement. Should this fail, any such dispute shall be submitted to the Nanterre Commercial Court. The present General Terms and Conditions of Trade shall be subject to French law.

In the event of inconsistency or discrepancy between the French version of these General Terms and Conditions of Trade and any other language version (like English, German, Spanish, Russian), the French language version shall prevail.