

# GENERAL TERMS AND CONDITIONS OF USE FOR THE SERVICES OF LA TERRASSE DISCOVERY +X

1. Object .....	1
2. Duration of the Contract .....	1
3. Description of the Services .....	1
4. Financial conditions.....	3
5. The USER's obligations and liability .....	6
6. Exclusion of liability and LA TERRASSE DISCOVERY +X's guarantee .....	6
7. Termination for default.....	7
8. Effects of the end of the Contract.....	8
9. Miscellaneous provisions .....	8
10. Protection of personal data .....	9
11. Applicable law and jurisdiction .....	9
12. Date of effect.....	9

## **1. Object**

The purpose of these General Terms and Conditions is to state the terms and conditions under which the BANQUE POPULAIRE VAL DE FRANCE, a Société Anonyme Coopérative de Banque Populaire (cooperative public limited bank) with variable capital, registered with the Versailles Trade and Company Registry under the no. 549 800 373, with headquarters located at 9 avenue Newton, FR-78180 Montigny-Le-Bretonneux (hereafter referred to by brand: "**LA TERRASSE DISCOVERY +X**"), provides services made available in a shared workspace as well as the associated services described in article 3 (hereafter together referred to as: the "**Services**") to each of its users (hereafter individually referred to as a "**USER**").

LA TERRASSE DISCOVERY +X and the USER are hereafter each individually referred to as the "**Party**" or jointly as the "**Parties**".

By signing a sales quote from LA TERRASSE DISCOVERY +X or this document, the USER is declaring that he accepts these General Terms and Conditions (together, the cost estimate and the General Terms and Conditions constitute the "**Contract**"). The entirety of this Contract shall apply.

Any acceptance with reservations shall be deemed null and void. If the USER does not accept these General Terms and Conditions, said USER must not use the Services.

The Contract concluded between LA TERRASSE DISCOVERY +X and the USER under these General Terms and Conditions and in accordance with the sales quote constitutes a civil contract for the provision of services.

In the absence of exclusive enjoyment, the Services shall exclude application of the provisions of articles 1709 et seq. of the Code Civil (Civil Code) relating to leases, and of article 57A of the law of December 23rd, 1986, relating to professional leases, and of articles L145-1 et seq. of the Code de Commerce (Commercial Code) relating to commercial leases, as this Contract does not constitute a lease.

The Services are accessible to any person having full legal capacity.

## **2. Duration of the Contract**

These General Terms and Conditions of Use shall apply throughout the duration of use of the Services by the User.

If the User chooses an offer that includes membership, the Contract may be automatically terminated at any time by either Party, by registered letter with acknowledgement of receipt. This termination shall take effect in the month following receipt of the registered letter. The USER must pay for the current month.

### **3. Description of the Services**

#### **3.1 The Services**

LA TERRASSE DISCOVERY +X provides the USER, in the premises located at Parc technologique - Bâtiment Discovery (Bloc B - RDC) – route de l'Orme des Merisiers 91190 Saint Aubin (hereafter: the "**Premises**"), in accordance with the terms and conditions stated in the Contract, services which may vary depending on the accepted offer:

##### **"The Coworking Nomade" (or: "Roaming Co-worker") offer includes:**

- access to LA TERRASSE DISCOVERY +X Premises from 9 am to 6 pm (co-working area, reception area, lounge / event area, terrace),
- a shared workspace, not personally allocated (except in the event area for private functions),
- free access to the parking lot when places are available,
- free Wi-Fi Internet connection,
- free tea, coffee and water,
- free access to a refrigerator, micro-wave and kettle,
- free access to LA TERRASSE DISCOVERY +X events (conferences, partner meetings, sport breaks, etc.).

##### **The "Coworking Habitué" (or: "Regular Co-worker") offer includes:**

- the Services provided in the Coworking Nomade offer,
- access to LA TERRASSE DISCOVERY +X Premises from 8 am to 8 pm (co-working area, reception area, lounge /event area, terrace),
- free access to a locker,
- communication tools: community toolkit (Slack), newsletter,
- a meeting room reserved for 3 hours per month ("TEAM 2" or "TEAM 3").

##### **Room Hire and Privatisation offers include:**

- a whiteboard with markers,
- free access to the parking lot when places are available,
- free Wi-Fi Internet connection,
- subject to reservation, thermoses of coffee (solely with room hire),
- subject to reservation, a video projector (if the reserved room does not already have one),
- as an option, a screen with an HDMI cable and/or a touch screen + Yellow.

and any other service that LA TERRASSE DISCOVERY +X shall deem appropriate to offer to the USER, at its sole discretion.

The USER shall also have access to printing, photocopier, fax and scanner services, which shall be invoiced on a per-page basis.

The USER shall not be provided with either a computer or a personal e-mail address.

The USER shall not be provided with a telephone, either a landline or a mobile phone, in the framework of the Services. The USER may not place or receive telephone calls on the Premises, other than by using his personal mobile phone.

#### **3.2 Terms of use of the Services**

##### **3.2.1 Use by a group of people**

The Services may be provided to a group of people. In such a case, the term "USER" shall then designate either the entire group or each of its members.

If the group does not have its own legal status, the signatory of this document shall be

solely responsible for the use of the Services by the other members of the group as well as for any amount due by the group under the terms of the Contract between the USER and LA TERRASSE DISCOVERY +X.

### *3.2.2 Access to the Premises*

In the framework of the coworking offers, the USER shall have access to the Premises during the opening hours stated in article 3.1.

LA TERRASSE DISCOVERY +X may, at its discretion, grant the USER access to the Premises outside of the opening hours; in this case, these General Terms and Conditions of Use shall continue to apply.

In the framework of the "room hire" and "privatisation" offers, the USER may access the Premises during the opening hours stated in the sales quote.

### *3.2.3 Opening hours for the Premises*

The Premises can be accessed from Monday to Saturday, except on bank holidays.

LA TERRASSE DISCOVERY +X nonetheless reserves the right to close the Premises at its sole discretion for any duration that it deems appropriate. The USER shall be informed of this closing in advance by any means available.

### *3.2.4 Reserving the meeting rooms*

The meeting rooms are used subject to availability and reservation.

The USER may only use a meeting room on condition that he has reserved it by telephone at +33 (0)1 30 14 69 70 or +33 (0)6 25 03 87 06 or by e-mail at the following address: [charles.cosson@bpf.banquepopulaire.fr](mailto:charles.cosson@bpf.banquepopulaire.fr) or via the Internet site: [laterrassediscovery.fr](http://laterrassediscovery.fr)

Reservations are processed from Monday to Friday (hereafter: the "**Reservation Days** "), from 9 am to 5 pm (hereafter: the "**Reservation Times**")

The reservation must be made during the Reservation Days and Times, at the latest two hours before the date and time of use, and the duration of use must be stated.

A meeting room reservation may be cancelled during the Reservation Days and Times, until 5 pm the day before the planned date of use. After that, the meeting room is deemed to have been used by the USER for the initially reserved duration.

### *3.2.5 Use of the lockers*

The USER who has access to the Premises in the framework of the "Habitué" offer (with membership), in accordance with the terms stated in article 4.1, shall have access to a locker for the duration of his use of the Premises, subject to locker availability. Said locker must be emptied when the USER leaves the Premises.

If the "Habitué" offer is accepted by a group of people, only one locker may be made available to this group of people, subject to locker availability.

## **4. Financial conditions**

### **4.1 Prices for the Services**

The Services are provided in the framework of different offers.

The offers and prices for the associated Services are stated on the Internet site [la.terrassediscovery.fr](http://la.terrassediscovery.fr), and on request.

The USER may choose whichever offer he pleases.

In the framework of the offers:

- When a Service is priced per hour, once an hour begins it is counted as a full hour.
- Any price for reservation of a meeting room includes the corresponding number of Hours of Access.
- Any price for access to a conference or training room includes the corresponding number of Hours of Access.
- "Half-day" shall mean a time period of 4 hours at most, between 9 am and 1 pm or between 2 pm and 6 pm.

#### ***4.1.1 Details relating to access to the "Nomade" offer (without membership)***

The USER may access the "Nomade" offer Services at an hourly rate.

In the case of hourly access, payment must be made at the end of the use of the Services.

#### ***4.1.2 Details relating to access to the "Habitué" offer Services (with membership)***

##### **4.1.2.1 Description of membership**

Membership permits the USER to subscribe to a monthly membership, as described on the Internet site, if he should so wish.

Membership is valid for one month starting from registration (hereafter: the "**Month**").

##### **4.1.2.3 Extension of use, reimbursement**

If the Premises are temporarily closed for more than 7 (seven) days, membership extensions and postponements shall apply to the following month and/or LA TERRASSE DISCOVERY +X may reimburse the cost, in accordance with the terms that it deems the most appropriate.

However, if the Premises are temporarily closed for less than 7 (seven) days, the membership shall not be extended, nor shall it be postponed, and the cost will not be reimbursed, which the USER expressly accepts.

#### ***4.1.3 Details relating to access to the "Room Hire" and "Privatisation" offer Services (without membership)***

The USER agrees to comply with the following safety instructions:

- the Premises have a maximum capacity stated in the sales quote,
- an attendance sheet must be signed by each person present.

Entry and exit inspections will be conducted and signed by the Parties when the USER enters and leaves.

The USER agrees to leave the Premises in the state in which they were found. Cleaning service is included in the "Room Hire" and "Privatisation" offers.

#### **4.2 Modification of the price**

The prices for the Services may be modified by LA TERRASSE DISCOVERY +X at any time. LA TERRASSE DISCOVERY +X agrees to inform the USER by any means available.

Any modification of the prices for the Services shall apply to current memberships.

If the USER does not accept the new prices, he must no longer access the Services and may terminate the Contract in accordance with the terms stated in article 2.

The USER is deemed to have accepted the new prices if, after they take effect, he uses the Services.

#### **4.3 Invoicing**

LA TERRASSE DISCOVERY +X will send the USER invoices as he uses the Services, unless the USER has accepted the "Coworking Habitué" offer, as in this case LA TERRASSE DISCOVERY +X will issue the invoices on a monthly basis.

Any of LA TERRASSE DISCOVERY +X's invoices that are not paid on reception must be paid within 30 days of receipt of the invoice corresponding to use of the Services.

#### **4.4 Terms of payment**

The prices for the Services may be paid by debit, bank transfer, bank card or cheque.

#### **4.5 Late payment, incidents and payment default**

The USER guarantees LA TERRASSE DISCOVERY +X that he has the authorisations required to use the selected mode of payment.

By express agreement between the Parties, any late payment for all or part of an amount due under the terms of this Contract shall, without prejudice to the provisions of article 7 and without prior notice, automatically entail:

- (i) The requirement for immediate payment of all of the sums due by the USER, regardless of the planned mode of payment;
- (ii) The immediate suspension of any current Services until full payment of the sums due has been received.

### **5. The USER's obligations and liability**

Without prejudice to the other obligations stated herein, the USER agrees to comply with the following.

**5.1** The USER agrees that when using the Services, he will comply with applicable laws and regulations, and will respect public order and standards.

He agrees to comply with all legal and regulatory obligations and shall complete all formalities, in particular administrative, fiscal and/ or social, that may be required through his use of the Services. The USER agrees that he will not use the Premises other than for normal office activity.

**5.2** The USER agrees to personally use the Services and not to allow any third party to use them in his stead or on his behalf. He is informed and agrees that he may not delegate or transfer any of the rights under the terms of this Contract, nor grant to a third party the fulfilment of all or part of his obligations, without the prior written consent of LA TERRASSE DISCOVERY +X.

**5.3** He must ensure that the Premises remain calm and peaceful, and must not create a disturbance of

any sort whatsoever. He agrees to respect the good condition and cleanliness of the Premises. He agrees that he shall not bring minors, animals, hazardous or illegal products or items onto the Premises.

**5.4** The USER shall be solely liable for the goods and assets that he places in the locker that is made available to him (if applicable). He is solely responsible for obtaining any personal insurance covering theft.

**5.5** It is the USER's responsibility to obtain personal and professional liability insurance, if necessary, with at least one of the two forms of coverage providing rental insurance as well. The USER is responsible for any damage caused by any non-user of LA TERRASSE DISCOVERY +X who is brought to an Area as a guest of the USER.

## **6. Exclusion of liability and LA TERRASSE DISCOVERY +X's guarantee**

**6.1** LA TERRASSE DISCOVERY +X agrees to provide the Services diligently and in accordance with best practice. This is, however, limited to the provision of resources, to the exclusion of any obligation for results, which the USER expressly acknowledges and accepts.

**6.2** Any advice and/or information provided by LA TERRASSE DISCOVERY +X to the USER, whether orally or in writing, may in no case result in LA TERRASSE DISCOVERY +X being responsible for obligations or guarantees that are not expressly stated in this Contract.

**6.3** The Services are provided to the USER on an "as-is" basis and LA TERRASSE DISCOVERY +X does not guarantee that they will perfectly meet the USER's expectations.

**6.4** LA TERRASSE DISCOVERY +X does not guarantee the availability of either the shared 'workspace or the meeting rooms at a specific time and date. This availability depends in particular on their use and/or reservation by other users.

**6.5** LA TERRASSE DISCOVERY +X may not be held liable for any loss or theft suffered by the USER on the Premises.

**6.6** LA TERRASSE DISCOVERY +X makes every effort to ensure the quality of the networks and equipment made available to the USER in the framework of the Services, but may not, in any event, be held liable for any damage to goods and property suffered by the USER due to use of said networks or equipment.

**6.7** LA TERRASSE DISCOVERY +X is not responsible for the quality of the conferences and training provided in the framework of the Services.

**6.8** LA TERRASSE DISCOVERY +X may conclude partnerships with professionals, and may introduce them to the USER. LA TERRASSE DISCOVERY +X cannot be held liable for its partners' advice, products and/or services.

It cannot be held liable for any transactions concluded between the USER and any of the partners or, more generally, between the USER and any professional with whom the USER enters into contact via the Services, and can in no case be part of any litigation with its partners and professionals concerning, in particular, the delivery of products and/or services, warranties, declarations and any other obligations to which its partners and professionals may have agreed.

**6.9** In all circumstances, LA TERRASSE DISCOVERY +X's potential liability under the terms of this Contract shall be expressly limited to direct harm suffered by the USER and declared to LA TERRASSE DISCOVERY +X within one month of the occurrence of the harm and shall be limited to the amount paid by the USER to LA TERRASSE DISCOVERY +X for use of the Services.

## **7. Termination for default**

If one of the Parties defaults on any of his obligations under the terms of this Contract, the Contract shall

automatically be terminated 8 (eight) days following receipt by the defaulting Party of a warning, without response, by registered letter with acknowledgement of receipt, stating the intention to apply this clause, without prejudice to any damages that can be claimed from the defaulting Party. No reimbursement for any unused packs, packages or Access Hours shall be made in the event of termination due to breach of the terms of this Contract by the USER.

In the event of material breach by the USER of any of the provisions stated in Article 5 of this Contract, LA TERRASSE DISCOVERY +X may automatically terminate this Contract without prejudice to any damages that might be claimed from the USER. The termination shall take effect at the time said breach is observed and shall be confirmed by registered letter with acknowledgement of receipt.

The Services used until the time of termination shall be invoiced and the invoice must be paid at the time of termination.

## **8. Effects of the end of the Contract**

When this Contract expires, for any reason and in accordance with any term whatsoever, the USER must:

- (i) Empty his locker of all items he has placed there.

If he does not do so, the USER expressly authorises LA TERRASSE DISCOVERY +X to empty the locker, and to keep the items placed there by the USER for a period that shall not exceed one week. After this time period, the USER shall be deemed to have abandoned the items and LA TERRASSE DISCOVERY +X may freely dispose of them.

- (ii) Return the locker key to LA TERRASSE DISCOVERY +X.

## **9. Miscellaneous provisions**

### **9.1 Relations between the Parties**

It is expressly agreed that neither of the Parties may use the provisions herein, in any way, to claim that he is acting as an agent, representative or employee of the other Party, nor may he engage the other Party with respect to third parties, if said engagement is not included in the services required by the provisions herein.

Under the terms of this agreement, no specific legal structure binding the Parties is created; each shall retain his full independence, liability and clientele.

### **9.2 Elected domicile**

For the performance of this Contract, each of the Parties elects domicile at his address, as stated in article 1 for LA TERRASSE DISCOVERY +X and in the Contract for the USER. Each agrees to inform the other in writing of any change of address. In the event this is not done, any letter sent to the address as defined above shall be deemed to have been received.

### **9.3 Entirety of the Contract, severability**

The Contract represents all of the commitments that exist between the Parties. It cancels and replaces any prior oral or written agreement relating to the subject of this Contract.

If any of the provisions herein is declared null and void or unenforceable, this shall not invalidate the other provisions, which shall retain their full force and effect.

### **9.4 Modifications**

LA TERRASSE DISCOVERY +X reserves the right to modify these General Terms and Conditions at any

time. The USER shall be informed of this modification, by any means available, 2 (two) months prior to the date of effect of the new General Terms and Conditions.

If the USER does not accept the modified General Terms and Conditions, he must, prior to the date on which they take effect, terminate this Contract in accordance with the terms stated in article 2.

Any USER who uses the Services after the date on which the modified General Terms and Conditions take effect is deemed to have accepted the modifications.

#### **9.5 Non-renunciation**

The absence or failure on the part of one Party to exercise or to obtain any right that is conferred by these General Terms and Conditions may in no case be considered a renunciation of this right for the future, as said renunciation shall only have effect for the event in question.

### **10. Protection of personal data**

In the framework of the signing and fulfilment of this Contract, LA TERRASSE DISCOVERY +X collects and processes personal data about the USER.

LA TERRASSE DISCOVERY +X is responsible for this data processing, and collects said personal data about the USER or the USER's corporate officers, employees or co-workers, and implements technical and organisational measures to ensure that the personal data is processed pursuant to applicable legislation.

Some information and data about the USER are mandatory. Refusal to provide all or part of the data may result in rejection of the request.

Data are collected and processed for the following purposes:

- In order to manage the organisation of events, reservations and third-party relations (physical and electronic access).
- In order to manage invoicing and collection for the services.
- In order to collect, through customer satisfaction surveys, information that can be used to improve the services provided.

All of this information is needed for the fulfilment of the Contract and represents the legal interest of the processing entity.

Furthermore, the processing of this information will allow for the development of a network of partners, whose consent is required.

This information is kept for 3 years starting from when it is collected.

The USER enjoys the right to access his personal data. Under the conditions stated by the law, the USER may also request that the processing be limited and that his data, or the data concerning his corporate officers, employees or co-workers, be modified or deleted, and he may exercise his right to portability, or provide instructions on the handling of the data in the event of death.

If the processing is based on the USER's consent, he shall have the right to withdraw his consent.

If the processing is based on the legal interest of LA TERRASSE DISCOVERY +X, the USER may oppose this processing by providing justified reasons concerning his situation.

The USER shall also have the right to oppose the processing of his data for commercial purposes.

These rights may, subject to the provision of documented proof of identity, be exercised at any time at the following address:

- By mail:  
**BANQUE POPULAIRE VAL DE FRANCE**  
Direction de la Conformité (Conformity Department)  
Délégué à la Protection des Données (Data Protection Officer)



9 avenue Newton FR-78 183 St-Quentin-en-Yvelines Cedex

- By e-mail:  
[bpvf\\_informatique\\_et\\_libertes@bpvf.banquepopulaire.fr](mailto:bpvf_informatique_et_libertes@bpvf.banquepopulaire.fr)

**Claims:** The persons concerned have the right to lodge a claim with the supervisory authority in charge of protecting natural persons with respect to personal data processing. In France, the supervisory authority is:

Commission Nationale de l'Informatique et des Libertés (CNIL: the National Commission for Data Protection and Liberties)

3 place de Fontenoy  
TSA 80715  
FR-75334 PARIS Cedex 07

### **11. Applicable law and jurisdiction**

These General Terms and Conditions are subject to French law.

In the event of dispute concerning the validity, interpretation and/or performance of these General Terms and Conditions, the Parties agree that the Tribunaux de Versailles (the Versailles Courts) shall have exclusive jurisdiction to hear the dispute, notwithstanding any mandatory legal provisions to the contrary.

### **12. Date of effect**

These General Terms and Conditions shall enter into effect on December 21st, 2018