

1 - PURPOSE - APPLICATION OF THE GENERAL CONDITIONS

1.1 - Purpose - The purpose of these general terms and conditions of service and use (the "**General Terms and Conditions**") is to define the conditions under which **CHECK & VISIT**, a simplified joint stock company with a capital of 167,772 euros, having its registered office at 41 rue Vasselot, 35000 Rennes, registered with the Rennes Trade and Companies Registry under number 830 038 956, organizes and provides its clients with services for the inventory of fixtures and fittings at the entrance to or exit from residential premises or other real estate for personal or professional use. The present General Conditions, in particular the section "**ACCESS AND USE OF THE WEBSITE**" below, also determine the conditions of use of the Website by the Clients.

1.2 - Practical application of the General Conditions - Any inventory of fixtures service concluded between CHECK & VISIT as service provider and a Client is subject to the present General Conditions. Any use of the Website by a Client is also subject to these General Conditions. The conclusion of an Order and/or the use of the Website implies the Client's unreserved acceptance of the entirety of the General Terms and Conditions. In the event of a change in the Terms and Conditions, the Terms and Conditions in effect at the time the Order is placed shall continue to apply to the Order.

1.3 - Prevalence - The General Conditions shall prevail over any general conditions of purchase of the Client (if any), whatever their denomination, even if the latter have been communicated to CHECK & VISIT. Any Client waives the right to take advantage of its own general conditions of purchase. These General Conditions may be completed by Special Conditions which shall prevail.

2 - DEFINITIONS

For the purposes of these Terms and Conditions, capitalized terms shall, unless otherwise specified, have the meanings set forth below:

"Real Estate": means any Dwelling or other real estate for personal or professional use.

"Checker": means a natural person who is either (i) an employee of CHECK & VISIT or (ii) acting in the name and on behalf of the Client for the purpose of carrying out a Property Survey for a Client, and who has been appointed for this purpose by CHECK & VISIT under a sub-agreement.

"Client": refers to any natural person (of age) or legal entity that is a client of CHECK & VISIT, whether (i) the owner or tenant of a Property and (ii) a professional, non-professional or consumer. **"Order"**: means an order for Services made by a Client in accordance with these General Conditions.

"Inventory of fixtures": means an inventory of fixtures at the entrance or exit of a Dwelling, as defined in article 3-2 of the law n°89-462 of July 6, 1989 (unfurnished Dwelling), or as the case may be in article 25-5 of the said law (furnished Dwelling - the inventory of fixtures including a detailed inventory and statement of the furniture) or of any other Real Estate. Related services such as (for example, virtual visits or Pre-Statements of Premises) are not included in the Entry or Exit State of Premises.

"Housing": means a dwelling (and its outbuildings if any), furnished or unfurnished, subject to the provisions of Law No. 89-462 of July 6, 1989.

"Pre-assessment": means an assessment of the state of the premises which is carried out on a purely indicative basis, with the objective of informing the tenant of the necessary actions to be taken before the final assessment of the premises is carried out at the time of the return of the

premises by the tenant under a rental contract (whether it is an empty lease or a furnished lease).
"**Service(s)**": means the performance by CHECK & VISIT of any Inventory of fixtures service, together with, if applicable, a service of returning the keys of the Property to the Client at the end of a rental contract when the Client is the owner and/or a service of costing, in accordance with the present General Conditions.

"**Website**": refers to the CHECK & VISIT website, accessible at <http://www.checkandvisit.com>.

"**Virtual Tour**": means a service of taking a picture of a Real Estate and its restitution allowing to simulate the visit of a site, often in 360 degrees. The image representing the visited site evolves dynamically, in interaction with the user's request.

These may include:

- photos or videos;
- 360° panoramic views;
- interactive 3D views.

3 - ORDERS

3.1 - How to place an Order -

Any Client may place an Order with CHECK & VISIT through the "Book" section of the Website (whatever its exact name).

The Client is invited to fill in or communicate, in an online form, certain information necessary for the placing of the Order, including in particular: the type of Property that is the object of the Service, the Client's surname, first name, address, e-mail address, capacity (owner-lessor lessee-tenant), the surname, first name, address, e-mail address, capacity of the Client's co-contractor (i.e. of his landlord, if the Client is a tenant, or of his tenant, if the Client is the landlord) as well as of the previous occupant of the Property, if the Client knows them, address of the Property (which must be located in one of the cities or their metropolises for which it is indicated on the Website that the Service can be provided), type of Inventory of fixtures (entry or exit), desired date of realization of the Inventory of fixtures, e-mail address, promotion code if the Customer has it, locations of water and electricity meters. In the absence of contrary precision, within the framework of an Inventory of fixtures of exit CHECK & VISIT is in charge of recovering the keys of the Real estate held by the tenant then to address them by postal way or by handing-over in person to the Client owner. CHECK & VISIT reserves the right to ask the Client for any proof and in particular to

justify his identity by providing CHECK & VISIT with any document that the latter may deem useful.

The Client must also tick a box next to which is written the words "*I have read and accept the general conditions of sale*" of CHECK & VISIT. The fact of ticking this box is equivalent to an exclusive mandate given to CHECK & VISIT (and to any Checker of the latter's choice) for the realization of the State of the Property concerned, in accordance with Article 3 below.

3.2 - Formation of the Order - The Order shall be formed as of the Customer's validation of the form accessible at the URL address [www. https://checkandvisit.com/booking](https://checkandvisit.com/booking) for individual Customers and <https://pro.checkandvisit.com/booking> for professional Customers (it being specified that, in accordance with the requirements of Article 1127-2 of the French Civil Code, the Customer may, at any time during the entry of his or her information, correct any errors prior to validating his or her form) and the validation of the corresponding price by making an online

payment order (requiring the communication of his or her payment card details). To this end, the Customer must click, on the Website, on a button or link appearing on the screen and mentioning without ambiguity the fact that the "click" is equivalent to a payment order (as required by article L.221-14 of the Consumer Code).

After this double validation, the Client shall receive a confirmation e-mail from CHECK & VISIT concerning the Order, summarising its main characteristics and its price. This confirmation shall be sent to the e-mail address indicated by the Client on the Order form.

In the event that the Client makes an error in the information entered by the Client after the Order has been validated, the Client must contact CHECK & VISIT (see the "**CONTACT**" section below) without delay in order to inform it of the erroneous information. In this respect, if the Property turns out to be larger than the one indicated on the Order form, the rate corresponding to the real size of the Property shall be applied. The amount corresponding to the difference shall be paid by the Client without delay. Any room of the Property with a surface of 30^{m²} or more shall be considered as two rooms.

3.3 - Exclusive mandate given to CHECK & VISIT -

Any Order shall imply the granting of a mandate by the Client to CHECK & VISIT and/or to any Checker (the choice of which CHECK & VISIT has a discretionary freedom of choice, which the Client accepts), for the purpose of carrying out in the name and on behalf of the Client the Condition of the Premises which is the subject of the Order (as well as the operations reasonably necessary to enable the completion of such Condition of the Premises).

This mandate is exclusive, i.e. the Client shall refrain, once the Order has been placed, from granting a mandate to any person other than CHECK & VISIT for the performance of all or part of the missions which constitute its object. The Client expressly acknowledges and accepts the granting of this exclusive mandate and undertakes, if requested by CHECK & VISIT, to sign and hand over to CHECK & VISIT any additional documenting the said mandate.

Client represents and warrants to CHECK & VISIT, for the purpose and in connection with the granting of this mandate, that:

1/ if the Client is a co-tenant, he acts in his own name and in the name and on behalf of each of his co-tenants, who have given him power of attorney to do so;

2/ he has duly (or will) inform the other party to the lease contract concerned of the fact that he mandates CHECK & VISIT for the realization of the Inventory of fixtures, and this other party agrees with this operating mode;

3/ none of the parties to the Lease Agreement intends to use a bailiff for the completion of the Survey of the Premises. In the event that, subsequent to the formation of an Order, the appointment of a bailiff (or judicial commissioner) is requested or carried out by any of the parties to the lease (whether or not CHECK & VISIT is informed of this by the Client), the price already paid to CHECK & VISIT by the Client shall remain entirely with CHECK & VISIT as a fixed indemnity (unless exercised by the Client). VISIT as a lump sum (unless the Client exercises his right of withdrawal in accordance with Article 4 below, if he is still within the time limit to do so), while CHECK & VISIT shall be released from its obligation to carry out the State of the Premises service.

3.4 - Modification of an Order - Once entered into, an Order may not be modified by Customer except as expressly provided in the following provisions. As an exception, an Order may be modified with respect to the date and/or time of the Survey, subject to the conditions specified in this Article 3.4. A Client may contact CHECK & VISIT for this purpose (see the "**CONTACT**" section below), and must confirm the desired change no later than 48 hours before the date initially selected. The Client guarantees to CHECK & VISIT that the owner or, as the case may be, the tenant, accepts the date of the inspection thus modified. CHECK & VISIT shall make its best efforts to find a Checker available at the new date and/or time requested. If such request has been made in accordance with the provisions of Article 3.4 but CHECK & VISIT is unable to comply with the request for modification, the Order shall be automatically cancelled and the Client shall be refunded as soon as possible. Any modification requested otherwise than in accordance with the present Article 3.4 shall be considered as faulty and may lead to the invoicing by CHECK & VISIT, if the change of date is made, of a surcharge of forty-eight euros (48 EUR) including tax.

3.5 - Property located outside a city listed on the Web Site - When a Customer wishes to place an Order for a Property located in a city outside the cities listed on the Web Site

as being among the cities for which CHECK & VISIT is able to provide the Service, the Client may contact CHECK & VISIT by telephone (see "**CONTACT**", below) in order to determine the feasibility (including in terms of price) of a Service concerning this Property. If the Client and CHECK & VISIT reach an agreement, then CHECK & VISIT shall send the Client a summary of the Order by e-mail. The Client shall return by e-mail and, where applicable, by post if requested by CHECK & VISIT, a copy (scanned, if by e-mail) of this summary document indicating the words 'Good for agreement' and bearing the signature of the Client. All of the provisions of these General Conditions shall then apply - insofar as they are compatible - to this Order and to the Service which shall then be provided, unless specifically agreed otherwise in the aforementioned summary document.

3.6 - Refusal/Cancellation of an Order - CHECK & VISIT reserves the right to refuse an Order if any of the following conditions are not met:

- 1/ the settlement of all debts contracted by the Client with CHECK & VISIT under another Order;
- 2/ the provision of all supporting documents requested by CHECK & VISIT;
- 3/ obtaining the agreement of the bank payment centers concerned;
- 4/ the accuracy of the Customer's statements.

In this case, the Order will be automatically refused and the Customer will be informed by e-mail of the reason for this cancellation.

If the Client has failed to declare the existence of prior debts to CHECK & VISIT or if the Client has made inaccurate declarations at the time of the Order, CHECK & VISIT shall send the Client, by any means, a formal notice to rectify the situation within a maximum period of eight (8) calendar days as from the formal notice or within any other period compatible with the date on which the Survey of the Property is scheduled to be performed. Failure to do so within this period shall result in the Order being cancelled by operation of law. All sums paid to CHECK & VISIT in respect of the cancelled Order shall remain the property of CHECK & VISIT.

4 - RIGHT OF WITHDRAWAL

4.1 - Distance contract - This Article 4

applies only when the Customer is a consumer, i.e. a natural person, not acting within the framework of his professional activity. The present General Conditions constitute a distance contract within the meaning of Article L.221-1 of the Consumer Code.

4.2 - Right of withdrawal - In accordance with the provisions of article L.221-5 of the French Consumer Code, the Customer is hereby informed that he/she has the right to withdraw from the Sales Order if he/she is a consumer. This right may be exercised free of charge within a period of fourteen (14) days from the date of the Order (excluding the day on which the Order is placed), in accordance with Articles L.221-18 et seq. of the French Consumer Code.

consumption. The Client must inform CHECK & VISIT of his decision to withdraw by sending, before the expiry of the 14-day period, a withdrawal form or any other unambiguous statement expressing his wish to withdraw.

In the event of a request for a postponement of the date of completion of the Survey under the conditions of Article 3.4 above, only the date initially selected by the Customer at the time of the Order shall be used for the assessment of the time limits applicable to the exercise of the right of withdrawal. A standard withdrawal form can be found on the Internet at <https://www.service-public.fr/professionnels-entreprises/vosdroits/R38397>. The text of this standard form must be adapted by you as follows, and completed:

***"To the attention of CHECK & VISIT S.A.S. 5, rue Paul Louis Courier, 35000 Rennes,
kenavo@checkandvisit.com***

I/We (*) hereby notify you (*) of my/our (*) withdrawal from the contract for the provision of the following services (*):

Ordered on :

Name of consumer(s):

Consumer(s) Address:

Signature of consumer(s) (only if notifying this form on paper) :

Date:

(*) Cross out what is not applicable."

A scanned version of this form, completed, signed and dated by the Client, may be sent by the latter to CHECK & VISIT by e-mail (see the heading "**CONTACT**" below) or by post. Upon receipt, CHECK & VISIT shall immediately send the Client an acknowledgement of receipt of the withdrawal by e-mail.

When the right of withdrawal has been exercised in accordance with the legal provisions and the present General Conditions, CHECK & VISIT will reimburse the Client for the totality of the sums paid, at the latest within 14 days from the date on which CHECK & VISIT receives the withdrawal form, using the same means of payment as that used by the consumer for the initial transaction.

4.3 - Withdrawal period of less than 14 days - If, at the time of the Order, the day of performance of the Survey is less than 14 days after the Order has been placed, an informative note will appear on the form informing the Customer that validation of the form by the Customer constitutes an express request on his part, within the meaning of Article L.221-25 of the French Consumer Code, that the Service be provided before the expiration of the legal period of 14 days and that he expressly waives his right of withdrawal in the event that the Service is started before

the end of this period. In accordance with Article L.221-28 of the Consumer Code, in the event of a fully executed Service, no right of withdrawal may be exercised.

5 - PRICES

5.1 - Price - The price of the Service depends on the type of Property indicated by the Client when filling out the online Order form. This price is automatically displayed to the Client once the latter has entered the type of Property that is the subject of the Order. The price of the Service shall be the one in force on the day the Client places the Order. CHECK & VISIT reserves the right to modify its prices at any time. The prices thus modified shall apply to all subsequent Orders. If the Property turns out to be larger than the one indicated on the Order form, the price corresponding to the real size of the Property shall be applied. The amount corresponding to the difference shall be paid by the Client without delay. Any room of the Property with a surface of 30 m² or more will be considered as two rooms.

5.2 - Taxes - Prices are in Euros (€) and, unless otherwise specified, are inclusive of all taxes.

5.3 - Price reductions - Discounts - The price indicated to the Client includes any price reductions, discounts, rebates granted by CHECK & VISIT, in particular in the case where the Client has entered a promotion code in his Order form. No discount shall be granted by CHECK & VISIT in case of advance payment by the Client.

5.4 - Payment of the price - The Customer must pay the price of the Service in full when placing the Order. Payment is made by credit card, using the secure STRIPE system.

5.5 - Invoice - An Order confirmation e-mail shall be sent by CHECK & VISIT to the Client after the Order has been placed. The invoice relating to the Order shall be sent to the Client by e-mail on the day the Service is provided.

5.6 - Disputes - An invoice that is not disputed by the Customer within thirty (30) days of its issue date is deemed to be accepted by the Customer in principle and in amount. The dispute raised by the Customer against the invoice does not in any way exempt him from paying it. Any reduction of the contested invoice by agreement of the parties will result in the issuance of a credit note which will be deducted from the next invoice.

5.7 - Offsetting - Any sums owed by the Client to CHECK & VISIT shall be offset against any sums held by CHECK & VISIT on behalf of the Client, for any reason whatsoever.

6 - CHECK & VISIT OBLIGATIONS

6.1 - Obligation of means - Any obligation of CHECK & VISIT within the framework of the present contract is an obligation of means, to the proper fulfilment of which CHECK & VISIT shall devote the necessary means normally expected of a professional exercising in this field of activity, taking into account, however, the constraints inherent to the said activity and in particular the fact that the field of intervention of CHECK & VISIT is strictly limited to the carrying out of the Inventory of

fixtures and fittings and, if applicable, the recovery of keys with a view to their return (without knowledge of the relations between lessors and lessees, etc.). VISIT's field of intervention is strictly limited to the realization of the inventory of fixtures and fittings and, if necessary, the recovery of keys with a view to their return (without knowledge of the relations between lessors and lessees, etc.).

6.2 - Designation of the Checkers - The Checkers are designated by CHECK & VISIT at its discretion, according to their availability, without any possibility of choice by the Client (unless expressly agreed otherwise by CHECK & VISIT and the Checker concerned). The Checkers are either employees of CHECK & VISIT or persons sub-appointed by CHECK & VISIT, the Order being deemed to be the express authorization of the Client to do so, and acting in the name and on behalf of the said Client. In the event that the Checkers are not employees of CHECK & VISIT, the Client's attention is drawn to the fact that there is no employer-employee relationship between them and CHECK & VISIT, but a contractual relationship.

CHECK & VISIT declares that it has provided each Checker with internal training, both theoretical and practical, relating to the Services. CHECK & VISIT shall reasonably ensure that the Checkers comply with their obligations within the framework of its obligation of means.

6.3 - Nature of the inventory of fixtures mission - The nature of the mission of CHECK & VISIT and of the Checkers, namely the realization of the inventory of fixtures, aims at observing and noting the state of the movable and immovable elements included in a Real Estate and that it is usual to check within the framework of an inventory of fixtures.

In general, CHECK & VISIT and the Checkers strive to perform the State of the Premises services in accordance with the guidelines set forth in the document entitled "*Owners, Tenants, Don't Neglect the State of the Premises*" (June 2017, available at <https://drive.google.com/file/d/1cULKWfSCSxAt4bVtdzUfL83O1yux7CfN/view?usp=sharing>), and by using a model for the State of the Premises report that complies with the legal requirements (article 3-2 of the law n°89-462 of July 6, 1989 and decree n°2016-382 of March 30, 2016)

The Checker may accompany this report with photos that he takes himself in the Property. Only the Checker will decide on the opportunity to take photos, videos, scans, their number, etc. The Checker will have the party not represented by him sign the report of the State of the Property and will give him a copy. In the event that this party refuses to sign and/or return the set(s) of keys to be returned at the end of the Survey, the Checker shall record this in writing on the report, indicating the reason for the refusal, if any. In the event of refusal to return the keys, for whatever reason, the Checker shall not collect the keys from the above-mentioned party, unless the latter expressly refuses to keep them. Neither the Checker nor CHECK & VISIT shall be liable for such refusal and/or failure to collect the keys.

The mission of Inventory of fixtures concerns as well the report of the cleanliness as the state of conservation of the checked elements. Its purpose (in the case of an Inventory of fixtures of exit) is to report the existence of possible degradations or dirtings for which the tenant of the Real estate concerned could be responsible.

A Checker shall only be required, during an Inspection, to check the parts that are easily accessible and visible, and he shall only be required to check the main equipment that can be easily checked, without complex technical manipulation (except, in each case, specific access or use/operation modalities brought to the knowledge of CHECK & VISIT, and agreed with the parties, beforehand).

Appliances will be checked only if possible, provided that they are easily accessible, that the power is on, that the duration of the check is compatible with the normal time frame for the inventory and that it does not endanger the Checker. If one or more items cannot be checked (due to inaccessibility, complexity, lack of power, danger to the Checker, excessive duration of the check, or some other cause), then the Checker will indicate "X: Not tested - subject to further operation" or similar wording to indicate that it was not possible at time "t" to check that item.

Gas or oil appliances are never checked during the inventory of fixtures. Water, gas and electricity meters will only be read by the Checker if the Customer has indicated the precise location and number of each meter when placing the Order. If any fluids (water, gas, electricity) are disconnected at the time of the Inspection, the Inspection report will indicate "*Not checked - subject to subsequent verification by the owner (water/gas/electricity disconnected)*" (or any substantially similar notation).

Under no circumstances shall CHECK & VISIT be held liable for any error or inconsistency in the reading of the water, gas and electricity meters or for the absence of such a reading.

The inventory of fixtures is the result of an observation at a given moment. Only pests (cockroaches, mice, beetles, etc.) that are apparent on the surface and visible to the naked eye without any investigative measures are indicated in the Condition Report. Consequently, CHECK & VISIT shall not be held responsible for any presence or manifestation of pests that were not apparent on the surface and visible to the naked eye when the inspection was performed. Any report of the Condition Report takes into account the obsolescence which comes from the normal wear and tear related to the use of any element present in the Property.

For this reason, a coefficient of obsolescence is applied for the following elements: ground (carpet, parquet, linoleum?), walls (painting, wallpaper?). The obsolescence is calculated according to the duration of the renting of the real estate and the age of the element and its state at the time of the entry in the places by the tenant.

In any event, the obsolescence grid used by CHECK & VISIT, although specific to CHECK & VISIT, is substantially in accordance with the existing obsolescence grids to which the legal provisions refer (article 7-d of law n°89-462 of 6 July 1989 and decree n°2016-382 of 30 March 2016). Any Client accepts the use of the CHECK & VISIT dilapidation grid.

Each tenant must provide the Checker with a photocopy of proof of maintenance of gas appliances (gas water heaters, boilers, gas radiators, etc.) carried out by the said tenant, in accordance with his legal obligations (article 7-d of law n°89-462 of July 6, 1989 and decree n°87-712 of August 26, 1987) or contractual obligations, for each year of occupation of the Property.

The Checker shall simply collect a photocopy of each document concerned and shall rely on its apparent authenticity, but he shall not be obliged to verify the exhaustive and authentic nature of these documents, nor the conclusions contained therein (this task being incumbent upon the Client, to whom these documents shall be transmitted by CHECK & VISIT at the same time as the report on the Inventory of fixtures). The Checker shall limit himself to an apparent verification (refrigerator, oven, etc.) of the proper functioning of the main electrical appliances present in the Property and remaining installed therein, if applicable, provided that, in the case of an Entry Survey, the Client has expressly requested CHECK & VISIT to do so, and, in the case of an Exit Survey, that the equipment is listed on the Entry Survey and that the latter has been communicated to CHECK & VISIT within the framework of the Order.

CHECK & VISIT shall send to the Client and to the Client's co-contractor (i.e., the lessor or the lessee, as the case may be), by e-mail, to the e-mail addresses of the Client and his co-contractor indicated by the Client on his Order form, a copy of the Condition Report as soon as possible after it has been drawn up, accompanied, where appropriate, by geo-located and time-stamped photographs of the Property (if the Checker has deemed it useful to take any). The Client shall acknowledge receipt of this report and the accompanying photos. He shall also assist CHECK & VISIT, in case of problem, so that CHECK & VISIT obtains written confirmation from the co-contractor of the good reception of the report and the photos which accompany it.

Under no circumstances shall CHECK & VISIT be held liable for any discrepancies between the entry and exit inventories if the service ordered consists of a simple exit inventory, without any additional costing service.

6.4 - An additional costing service can be provided on request. It shall consist of an analysis of the differences between the entry and the exit condition of the premises. This service may only be provided if the Entry Condition Report has been previously communicated to CHECK & VISIT and if this document has been received by CHECK & VISIT at the latest the day before the date scheduled for the realization of the Exit Condition Report operations.

In such a case, CHECK & VISIT identifies the deteriorations suffered and/or the modifications made to the Property compared to the observations retranscribed in the Inventory of fixtures and fittings at the time of entry and proceeds to a costing of the minor repairs and restoration of the Property. Within the framework of this service, CHECK & VISIT also indicates any missing or degraded item of furniture (in particular household appliances) in relation to the observations made in the Entry Condition Report but does not proceed to any costing in this respect, the considered item being only qualified as "missing" or "degraded" according to the case.

Under no circumstances shall CHECK & VISIT be held liable for any deterioration or modification of the Property and/or for the deterioration or disappearance of one or more items of furniture which are not clearly and indisputably evident from the comparison of the entry and exit inventories.

6.5 - Return of the keys (exit inventory of fixtures only) - Unless otherwise specified, in the context of an exit inventory of fixtures, CHECK & VISIT shall be responsible for recovering the keys of the Property held by the tenant and then sending them by post or by hand delivery to the Client-owner. CHECK & VISIT shall be responsible for the custody of the keys from the time of their recovery until their return to the Client. During this period, CHECK & VISIT undertakes to ensure that no duplicate keys are made and that they are not used.

6.6 - Obligations Expressly Excluded - Neither CHECK & VISIT nor any Checker shall have any obligation regarding:

1/ verification of the identity or authority of any person present during the Survey. The concerned Checker shall mention on the Survey Report the name and capacity of each party present, relying on the statements of the concerned persons;

2/ the follow-up to be given to the drawing up of an inventory of fixtures report, and in particular the formulation of a complaint, a request for compensation, a restitution or a conservation of the deposit; these follow-up are the sole responsibility of the Customer and more generally of the parties to the lease concerned;

3/ the final allocation of the cost of the inventory of fixtures between the lessor and the lessee. The Client is invited, in this respect, to refer to the legal provisions in force (articles 4-k and 5-I of law n°89-462 of 6 July 1989, and decree n°2014-890 of ¹ August 2014);

4/ more generally, any advice whatsoever, whether legal, fiscal or other (it being specified that the information appearing on the Website is for information purposes only, that it is not necessarily updated, and that it does not exempt the Customer from seeking his own advice).

6.7 - Non-fulfilment of the mission attributable to the Client or to a third party - In the case where, for any reason whatsoever (other than a fault attributable to CHECK & VISIT), the mission of the Survey of the Premises cannot be accomplished, and in particular in the following cases (not exhaustive)

1/ erroneous information communicated to CHECK & VISIT by the Client at the time of the Order or afterwards (or failure to communicate the required information);

2/ absence or delay of at least twenty (20) minutes of the lessee or the lessor (if he must be present), or of any other person whose presence is required, preventing the realization of the Inventory of fixtures;

3/ failure of the Client to send the keys of the Property to CHECK & VISIT in due time;

4/ Property not emptied by its occupant, or dirty, thus preventing the Checker from proceeding with the observations that are part of its mission;
the mission of CHECK & VISIT shall be deemed to be accomplished and CHECK & VISIT shall have the discretionary faculty either to keep the full price paid by the Client at the time of the Order, or to invoice and withhold in place of this price, a fixed indemnity of thirty (30) euros including tax.

6.8 - Liability - CHECK & VISIT shall only be liable for direct, personal and certain damage suffered by the Client, provided that the Client demonstrates that the actions of CHECK & VISIT are the cause of the damage suffered, to the express exclusion of all indirect and/or immaterial damage, such as in particular commercial damage, loss of business and turnover, loss of data.

Any claim relating to an Entry Condition shall be addressed to CHECK & VISIT within a maximum of thirty (31) days from the date of completion of said Entry Condition and any claim relating to an Exit Condition shall be addressed to CHECK & VISIT within a maximum of sixty-two (62) days from the date of completion of said Exit Condition.

At the end of these deadlines, no claim will be admissible and CHECK & VISIT will not be held responsible, for any reason whatsoever, for the provision of the Services.

In any event, CHECK & VISIT's liability for a given Order shall in no case exceed the amount paid by the Client for that Order. The limitation of liability defined above shall not apply in the event of fraud or gross negligence on the part of CHECK & VISIT, in the event of bodily injury or when the Client is a consumer and it contravenes the rules protecting the latter.

6.8 - Retention of documents relating to an Inspection - CHECK & VISIT shall retain the Inspection report and the attached documentation for a period of three (3) years from the date of delivery of the said report to the Client. The Client may request a copy during this period.

6.9 - Realization of 3D modeling - CHECK & VISIT may be led to realize 3D modeling of the goods having been the subject of an Inventory of fixtures by using the data collected on this occasion to propose related services to the Client.

7 - OBLIGATIONS OF THE CLIENT

In addition to the obligations and commitments it undertakes under the other stipulations of these General Conditions, the Customer undertakes the following.

7.1 - Accuracy of information provided -

The Client undertakes to ensure that all the information provided on the form when placing the Order is accurate and complete. In particular, he/she declares that he/she is the valid owner (or tenant, if applicable) of the Real Estate he/she indicates on the form. In the event that any of this information is not, or is no longer, accurate or complete, the Client undertakes to inform CHECK & VISIT immediately, in writing.

7.2 - Communication of the previous status report -

The Client undertakes, when CHECK & VISIT is not already in possession of the previous inventory of fixtures relating to the Property in question, to provide CHECK & VISIT with a copy of this previous inventory of fixtures as soon as possible.

7.3 - Provision of the keys to the Property - The Client undertakes, if he/she holds the keys to the Property, to send a set of them to CHECK & VISIT in advance, in good time, by parcel post. CHECK & VISIT recommends to the Client, for this purpose, the solution offered by La Poste: <https://www.laposte.fr/particulier/expedition-colissimo/le-service-expedition-retour-en-boite-aux-lettres-how-does-it-work?#laPostePlayer>. If this method of shipment is used, CHECK & VISIT will send the Customer a pre-stamped return slip by e-mail. However, the physical execution of the shipment and the return of the keys to the Client shall be the sole responsibility of the Client and the carrier.

7.4 - Request for supplementation of the report of the Inventory of fixtures - The report of the Inventory of fixtures can only be supplemented by means of an appendix which will be communicated and signed by the tenant only by electronic means. The Client may not request a supplement to the report on the initial inventory of fixtures at his or her initiative or that of the other party to the lease agreement after the expiration of a period of ten (10) days from the completion of the initial inventory of fixtures. In the event that this complement is not due to CHECK & VISIT, it may be the subject of an additional invoice.

8 - PENALTIES

8.1 - Late payment penalty - Any amount unpaid at

CHECK & VISIT (such as an indemnity or penalty) on its due date shall give rise to the application of a late payment penalty at a daily rate equal to one percent (1%), from the day after its due date until the day of effective payment. This penalty will be calculated on the amount due, including tax, and will run automatically without any formal notice or reminder being necessary.

8.2 - Fixed compensation - In addition to the late payment penalties, any sum, including any deposit, not paid on the due date shall automatically render the Client liable to pay a fixed compensation for collection of forty (40) euros to CHECK & VISIT. When the collection costs

incurred by the latter are higher than this amount, CHECK & VISIT may request additional compensation, upon justification.

9 - TERMINATION

9.1 - Termination - Without prejudice to Article 8 above, in the event of non-payment of any sum due and payable by the Client, the termination - or resolution, at the choice of CHECK & VISIT (without its liability being engaged by the Client) - of the order shall take place, to the detriment of the Client, fifteen (15) days after the sending by CHECK & VISIT of a registered letter which has remained unsuccessful, without prejudice to possible damages.

9.2 - Other rights - In addition, CHECK & VISIT may, at its option, suspend any execution of its obligations under any outstanding order of the Client concerned, and/or cancel any price reduction, discount, rebate granted, if any, to this Client, and/or make due any other outstanding invoice of this Client.

10 - CONTACT

All notifications, complaints and other communications to CHECK & VISIT shall be made in writing by e-mail to kenavo@checkandvisit.com or, in the case of requests relating to personal data, to rgpd@checkandvisit.com, or in case of urgency by telephone on 06 99 21 71 68 (during working hours), all oral communications by telephone to be confirmed by e-mail.

11 - ACCESS AND USE OF THE WEBSITE

Consultation of the Website is accessible free of charge to any person (Customer or potential Customer) with Internet access. All costs related to such access to the Website are exclusively the responsibility of the user. The user is solely responsible for the proper functioning of his computer equipment and his Internet access.

The legal notices required by law n°2004-575 of June 21, 2004 are available on the Website at the following address: <https://checkandvisit.com/mentions-legales>.

CHECK & VISIT reserves the right to refuse access to the Website, unilaterally and without prior notice, to any user who does not comply with these Terms and Conditions.

For information purposes and without any commitment on the part of CHECK & VISIT in this respect, it is indicated that the Website is accessible 24 hours a day, 7 days a week, except in the event of force majeure or an act of a third party that impedes it. Likewise, CHECK & VISIT reserves the right to interrupt the Website for technical maintenance necessary for the proper functioning of the Website and related materials, or to update the Website or for any other reason.

CHECK & VISIT also reserves the right to suspend, interrupt or limit, at any time and for the duration of its choice (including any permanent cessation) without prior notice, access to all or part of the Website. Any user of the Website is informed that CHECK & VISIT may terminate or modify the characteristics of the services offered on the Website at any time.

CHECK & VISIT is not bound by any obligation of result concerning the accessibility of the Website and is in no way responsible for interruptions and the consequences that may result from them.

CHECK & VISIT is not bound by any obligation to provide advice, whether legal, fiscal or otherwise. The information appearing on the Website is only informative; it is not necessarily updated and does not exempt the Client from seeking his own advice.

12 - INTELLECTUAL PROPERTY - PRIVACY - IMAGE RIGHTS

All trademarks, whether figurative or not, illustrations, images and logos appearing on the Website and, where applicable, on the report of the Condition of the Premises, whether registered or not, are and shall remain the exclusive property of CHECK & VISIT. Any total or partial reproduction, modification or use of these trademarks, illustrations, images and logos by the Client, for any reason and on any medium whatsoever, without the express prior consent of CHECK & VISIT, is prohibited. The same applies to any combination or conjunction with any other brand, symbol, logotype and more generally any distinctive sign intended to form a composite logo. The same applies to all copyrights, drawings, models and patents which are the property of CHECK & VISIT.

The Client may not claim any intellectual property right on the possible photos, videos, 360° panoramic views and/or interactive 3D views realized during the State of the Premises and/or Virtual Visit operations or oppose to CHECK & VISIT any infringement of his right to privacy or right to image due to the exploitation by CHECK & VISIT of all or part of these elements in an anonymized form.

By giving access to the Real Estate and to the movable elements present on the premises, the Client recognizes and guarantees that the visual aspect of the Real Estate and of the movable elements which are there is not likely to reveal the identity of any person.

13 - PERSONAL DATA

Having regard to the provisions of (i) Law No. 78-17 of January 6, 1978 relating to data processing, files and freedoms and (ii) Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the "**GDPR**"), and in particular having regard to the provisions of Article 13 of the GDPR, it is hereby specified that:

1/ the personal data collected from any Customer in the context of an Order and the processing thereof are necessary for the conclusion of said Order and the performance of the Service (as authorized in Article 6-b of the RGPD - it being specified, for the purposes of Article 13-e of the RGPD, that in the absence of the provision of such data the Order could not have been concluded and the Service could not have been provided) and that, in this context, they will be processed ;

These data are mainly those listed in Article 3.1 "**Terms and conditions for placing an Order**" above. The collection and processing of data relating to the former occupant of a Property, and those relating to the Client's co-contractor, are necessary in order to contact them in advance of the inventory visit, to collect the keys of the Property (in the case of a former occupant), to ensure their effective presence during the inventory and to send them the written report by e-mail ;

2/ the person in charge of the treatment of these data is the company **CHECK & VISIT**, designated at the head of the present document, and the representative of CHECK & VISIT is its President, Mr. **Thibault LE TREUT**, who can be reached by e-mail at the address rgpd@checkandvisit.com ;

3/ these data may be communicated by CHECK & VISIT to
(i) any Checker involved in the provision of the

Service to the Customer concerned, it being specified that

any Checker is located in France; and
(ii) where applicable, after pseudonymization

finally, to any third party service provider, for purely statistical analysis purposes; the said service provider may be a person established outside the European Union, and in particular in the United States of America; in such a case, such a transfer will be carried out in accordance with the provisions of the RGPD (art. 89);

CHECK & VISIT may also carry out its own statistical studies using pseudonymized data, without transferring any data to third parties;

4/ CHECK & VISIT shall keep this data for a maximum of five (5) years from the date of provision of the Service (corresponding to the limitation period of common law for civil actions); however, for the sole purpose of carrying out statistical studies as indicated in 4/ above, CHECK & VISIT may keep the pseudonymized data for up to twenty (20) years after their collection;

5/ the persons to whom the above personal data relates shall have the right, (i) by sending a written request to CHECK & VISIT at its registered office (see the heading "**CONTACT**" above), to obtain communication of such data (right of access) and to demand, where appropriate, rectification, deletion, limitation of processing, portability and/or to object to the processing thereof (it being specified that no use of such data for canvassing purposes, in particular commercial canvassing, shall be authorised, which CHECK & VISIT undertakes to do), and/or (ii) to lodge a complaint with the competent supervisory authority, namely the Commission Nationale de l'Informatique et des Libertés (CNIL / <https://www.cnil.fr>).

The Customer declares that he agrees to the processing and communication of the said data under the conditions described above and undertakes to inform the Hirer of these conditions.

6/ CHECK & VISIT shall communicate in writing the information referred to in points 1/ to 5/ above to the third parties about whom personal data are communicated to it at the time of the Order (i.e. the Client's co-contractor and the former occupant of the Property), in accordance with Article 14 of the GDPR.

In general, CHECK & VISIT declares that it implements appropriate procedures for the processing of personal data (including with its subcontractors, namely the Checkers) in accordance with the aforementioned law n°78-17 and the RGPD. For the purposes of the requirements of Article 32-II of the aforementioned law n°78-17, the Client and any user of the Website are further informed that one or more tracers ("cookies") are used by CHECK & VISIT on the said Website; any user of the Website is invited, at the time of his or her first connection to the Website, to express his or her express consent to the use of these tracers. More complete information about these cookies are available at <https://checkandvisit.com/mentions-legales>.

14 - SEVERABILITY - EXERCISE OF RIGHTS

14.1 - Severability - In the event that any provision of the General Terms and Conditions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of any other provision shall not be affected or impaired, unless it forms an integral part of or is clearly

indistinguishable from the invalidated or unenforceable provision. In addition, the parties shall use their best efforts to reach agreement on amendments to the Terms and Conditions in order to give them effect in accordance with their mutual intent.

14.2 - Exercise of Rights - All rights conferred upon a party by the Terms and Conditions are cumulative and may be exercised at any time. Failure or delay in exercising any right shall not constitute a waiver of such right, nor shall the exercise of any one right or any part thereof preclude the further or future exercise thereof or the exercise of any other right.

15 - CONFIDENTIALITY

The parties undertake to keep strictly confidential any information or documents of any kind that they may have exchanged, orally or in writing, in the context of the performance of their obligations under these General Conditions.

16 - APPLICABLE LAW - MEDIATION - JURISDICTION - ENTRY INTO FORCE

16.1 - Applicable law - These General Conditions are governed by French law.

16.2 - Mediation - For any complaint from a consumer Customer (natural person acting outside his professional activity), the Customer has, in accordance with the provisions of Articles L.612-1 et seq. and R.612-1 et seq. of the French Consumer Code, the possibility (but not the obligation) to refer the matter to a mediator with a view to amicably resolving the dispute.

The list of mediators is available at the following address:

<https://www.economie.gouv.fr/mediation-conso/saisir-mediator>. In addition, the European Commission has set up a dispute resolution platform designed to collect any complaints from consumers following the purchase of goods or services online and then forward them to the competent national mediators. This platform is accessible under the following link <http://ec.europa.eu/consumers/odr>.

16.3 - Attribution of jurisdiction - Without prejudice to Article 16.2 above, and subject to mandatory legal provisions to the contrary, any dispute relating to the interpretation, validity and/or execution of the present General Conditions or of any Order between CHECK & VISIT and a Client, shall be submitted exclusively to the jurisdiction of the Commercial Court of Rennes

16.4 - Effective Date - These Terms and Conditions are effective as of the date indicated at the top of these Terms and Conditions.