I. PREAMBLE

1. Article 1. Recitals
   The company Accor SA (share capital: EUR 853,553,388; registered offices: 2 rue de la Mare Neuve, 91000 Evry, France; Evry Corporate and Trade Register no. 602 036 444; hereinafter referred to as “Accor”) has established an Affiliation programme to enable a hyperlink to be created between the Accorhotels.com website currently hosted at www.Accorhotels.com (hereinafter referred to as “the Accorhotels.com website”) and an Affiliate website (hereinafter referred to as “the Affiliate website”). This hyperlink will enable visitors to the Affiliate website to be redirected to the Accorhotels.com website via promotional tools such as banners, buttons and Accorhotels.com search engines that point to a page on the Accorhotels.com website, and subsequently to make a Reservation for one or more hotel rooms for one or more nights.

2. Article 2. Definitions
   Where they are used in this document, the terms and expressions below shall have the following meanings:
   o “Affiliation” means the system that enables the Web merchant to disseminate its products, services or offers to a network of Affiliates and involves acceptance of the terms and conditions of the Accorhotels.com Affiliation programme by an Affiliate.
   o “Affiliate” means any person, legal or natural, who promotes the Web merchant’s products or services through a website and agrees to accept the terms and conditions of the Affiliation programme as well as to redirect all or some of its visitors to the Web merchant’s website via hyperlinks.
   o “Web merchant” means any person, legal or natural, who, through the Affiliation programme, proposes that Affiliate sites promote its products, services or offers and redirect all or some of their Visitors to the Web merchant’s website via hyperlinks. In exchange, the Web merchant offers the Affiliate remuneration in accordance with the terms and conditions of the Web merchant’s Affiliation programme. In this case, the Web merchant is Accor.
   o “Affiliation platform” means the trusted third party or parties between the Affiliates and the Web merchant. The Affiliation platform(s) is/are chosen by the Web merchant and a contract is signed between the Affiliation platform and the Web merchant. Accor has entered into partnership with three Affiliation platforms: TradeDoubler, Commission Junction and Afilio (hereinafter referred to as “TradeDoubler”, “Commission Junction” and “Afilio” respectively).
   o “Affiliation programme” (or “Accorhotels.com affiliation programme”) means all of the means made available to Affiliates by the Web merchant, such as hyperlinks, promotional tools etc., as well as the terms and conditions of the Affiliation programme, including remuneration, accepted by the Affiliates.
   o “Reservation” means the action of reserving one or more hotel rooms for one or more nights in one of the hotels in the Accor Group on the Accorhotels.com website, validated by Accor on the Affiliation platform within a maximum of fifteen (15) days from the date the Reservation was made.
   o “Tracking system” means all of the technologies that enable the Affiliation platform to trace, measure and calculate the different activity indicators for the Web merchant and the Affiliate, including print-outs, clicks, total nights reserved, payment etc.
   o “Visitor” means any person connected to the internet who is likely to perform operations such as consulting a website, purchasing or selling products or services online on an Affiliate website.

II. AFFILIATION TERMS AND CONDITIONS

For the Affiliate, Affiliation to the Accorhotels.com affiliation program will include two (2) stages:
- Application and acceptance of the Affiliate on one of Accor’s three (3) partner Affiliation platforms;
- Application and acceptance by Accor of the Affiliate into the Accorhotels.com affiliation programme.

1. Article 3. Terms of application and acceptance on one of the Affiliation platforms
   Accor works in partnership with three (3) Affiliation platforms selected based on their expertise in the markets concerned.
To join the Accorhotels.com affiliation programme, the Affiliate must register in advance on one of these three (3) Affiliation platforms by doing the following:

- Choosing one of Accor’s three (3) partner Affiliation platforms based on the target market and the language of the Affiliate website:
  - **TradeDoubler**
    - Target markets: France, United Kingdom, Germany, Spain, Italy, Belgium, Netherlands and Poland
    - Languages: French, English, German, Spanish, Italian, Dutch and Polish
  - **Commission Junction**
    - Target markets: North America, Asia-Pacific
    - Languages: English
  - **Afilio**
    - Target market: Brazil
    - Language: Brazilian Portuguese

- Filling out the registration form on the chosen Affiliation platform and accepting the specific terms for the chosen platform:
  - **TradeDoubler**
  - **Commission Junction**
  - **Afilio**

The Affiliate will then receive an email notification from the Affiliation platform to indicate whether or not its application has been accepted by the Affiliation platform. If the application is accepted, the Affiliate will find a username and password in this email, which it can use to connect to the Affiliation platform concerned.

2. **Article 4. Terms of application and acceptance of Affiliates into the Accorhotels.com affiliation programme**

Only Affiliates registered and accepted by one of Accor’s three (3) partner Affiliation platforms may apply to join the Accorhotels.com affiliation programme.

Affiliates can connect to the appropriate Affiliation platform using the username and password received. They can locate the Accorhotels.com affiliation programme in the list of affiliation programmes, select it, read the terms and conditions of the Accorhotels.com affiliation programme and submit their application for the Accorhotels.com affiliation programme. To validate their application, Affiliates must accept the terms and conditions of the Accorhotels.com affiliation programme.

Affiliates will receive email notification from the Affiliation platform indicating whether or not they have been accepted into the Accorhotels.com affiliation programme.

Accor reserves the right to refuse any application, at its own discretion, without having to provide any justification of any kind for such a refusal. In particular, although the following list is not exhaustive, Accor will refuse sites that directly or indirectly:

- are used by a company holding an IATA code, such as travel agencies,
- contain images or texts that are violent, racist, libellous or an incitement to any form of extremism or discrimination,
- contain content that is pornographic, erotic, religious, political or similar,
- do not comply with the legislation in force or with the rights of third parties,
- or which in any other way are liable to cause harm to the brand image of Accor or its sales policy.

Once they have been accepted into the Accorhotels.com affiliation programme, Affiliates can connect to the chosen Affiliation platform to integrate Accorhotels.com offers and promotional tools into their sites via the selection of hyperlinks, banners, buttons, search engines etc. offered by Accor as part of the Accorhotels.com affiliation programme. Affiliates can use as many hyperlinks, banners, buttons, search engines etc. as they wish.

3. **Article 5. Applications to the Accorhotels.com affiliation programme – special cases**

Taking into account all partner Affiliation platforms, the Accorhotels.com affiliation programme is available in the following eight (8) languages: French, English, German, Dutch, Spanish, Italian, Polish and Brazilian Portuguese.

Taking into account all partner Affiliation platforms, the Accorhotels.com affiliation programme is available in the following eleven (11) markets: France, United Kingdom, Germany, Netherlands, Spain, Italy, Belgium, Poland, North America, Brazil and Asia-Pacific (for a detailed list of the Asia-Pacific markets: [contact us])

- **Special case no. 1 for Affiliates with a single Affiliate website available in several languages**

For Affiliates with a single Affiliate website available in several languages, [contact us]

- **Special case no. 2 for Affiliates operating in a market that is not included in the list available for the Accorhotels.com affiliation programme**

For Affiliates using at least one of the languages listed above but operating in a market that is not included in the list available for the Accorhotels.com affiliation programme, as shown above, it is possible to submit an application to join the Accorhotels.com affiliation programme in one of the eight (8) languages used by Accorhotels.com available on one of the three partner Affiliation platforms.

For example, an Affiliate in the Austrian market with a site in German can apply to join the Accorhotels.com affiliation programme in German on the TradeDoubler Germany Affiliation platform.

- **Special case no. 3 for Affiliates operating in a language that is not included in the list available for the Accorhotels.com affiliation programme**

For Affiliates whose website is in a language that is not among those available for the Accorhotels.com affiliation programme, as shown above, it is not possible to apply to join the Accorhotels.com affiliation programme.
This is the case, for example, with Japanese. To find out which other languages are not available, contact us.

- Special case no. 4 for Affiliates not operating in a market or a language included in the list available for the Accorhotels.com affiliation programme

For Affiliates not operating in a market or a language included in the list available for the Accorhotels.com affiliation program, it is not possible to apply to join the Accorhotels.com affiliation programme. This is the case, for example, with the Russian market and language. To find out which other languages and markets are not available, contact us

III. OBLIGATIONS OF ACCOR

1. Article 6. Availability of Accorhotels.com offers and promotional tools

Accor undertakes to make available to Affiliates, on the three (3) partner Affiliation platforms, as part of the Accorhotels.com affiliation programme, the offers and promotional tools to enable Affiliates to promote its products, services and offers, including hyperlinks, banners, buttons and Accorhotels.com search engines. The offers and promotional tools made available may differ from one Platform to another or from one market to another.

2. Article 7. Making reservations on the Accorhotels.com website

A Reservation of one or more hotel rooms for one or more nights is made directly between the Visitors to an Affiliate website and Accor, which is responsible for ensuring the Reservation is made correctly and associated services are effectively provided, Accor retaining ownership of customers.

Accor assumes full responsibility for the receipt and processing of the Reservation and for associated services once a Reservation is made by a Visitor to an Affiliate website (Reservation, confirmation with bank card, cancellation).

IV. OBLIGATIONS OF AFFILIATES

1. Article 8. General obligations

Throughout the duration of its participation in the Accorhotels.com affiliation programme, the Affiliate undertakes to:

- ensure that its site does not contain, or have any direct or indirect links with sites that contain, images or texts that are violent, racist, libellous or an incitement to any form of extremism or discrimination;
- ensure that its site does not contain content that is pornographic, erotic, religious, political or similar;
- ensure that its site complies with the legislation in force and with the rights of third parties;
- ensure that its site does not in any way cause harm to the brand image of Accor or its sales policy;
- respect the graphic elements of Accor logos and brands and under no circumstances to modify them;
- not modify the HTML codes that are required to create the hyperlinks to the Accorhotels.com website;
- use only the hyperlinks provided by Accor or through the partner Affiliation platforms to enable Visitors to the Affiliate website to access the Accorhotels.com website;
- ensure that its site is completely devoid of all forms of virus or Trojan Horse and any other form of contamination, particularly any code or instruction that could be used to access, modify, delete or damage any data, file or other software program used by Accor or by a third party;
- remove all links to the Accorhotels.com website in the event that Accor or the Affiliate rescinds these general terms and conditions, and to end all use and/or reproduction whatsoever of Accor logos and brands;
- compensate Accor in full for any loss whatsoever that Accor may suffer as a result of a claim made by a third party subsequent to a failure on the part of the Affiliate to fulfil its obligations under these general terms and conditions.

Generally speaking, the Affiliate guarantees that it shall not do, nor shall it allow to be done, anything that may infringe in any way upon any of the rights belonging to Accor (including Accor’s intellectual property rights), or those belonging to any third party of any kind, irrespective of the legal system considered.

2. Article 9. Advertising-related obligations

Throughout the duration of its participation in the Accorhotels.com affiliation programme, the Affiliate undertakes to:

- not purchase keywords belonging to Accor domain names or brands, or any variants of these, from any search engine or referencing service provider (e.g. Google, Yahoo etc.). The Affiliate must comply with the advertising referencing policy for the Accorhotels.com affiliation programme. This advertising referencing policy (or "keyword policy") is available within the terms and conditions of the Accorhotels.com affiliation programme on the three (3) partner Affiliation platforms. For more information, please contact: affiliate-marketing-uk@accor.com;
- not register domain names containing one or more Accor brands, whether spelled correctly or incorrectly;
- not create a sub-domain that contains one or more Accor brands, whether spelled correctly or incorrectly;
- not use any Accor brands in the HTML code of pages on its site in order to increase its ranking with search engines without the specific, prior written consent of Accor;
- not undertake any advertising operations that mention one or more Accor brands without the prior written consent of Accor;
- return immediately and without charge to Accor any domain name that contains one or more Accor brands and which may have been registered by the Affiliate prior to its joining the Accorhotels.com programme;
- for all advertising carried out via email, the Affiliate undertakes to comply with Articles 20, 21, and 22 of Law no. 2004-575 of 21 June 2004 (the law relating to consumer trust in the digital economy), which provides that the issuer of a message and the subject of said message shall be clearly identified.
V. REMUNERATION

1. Article 10. Remuneration levels
As part of the Accorhotels.com affiliation programme, Accor undertakes to remunerate the Affiliate for any Reservation made at Accorhotels.com by a Visitor to the Affiliate website as a result of a hyperlink on said Affiliate website, within thirty (30) days of the Visitor clicking on said hyperlink. Accor has its own cookie for thirty (30) days. The remuneration corresponds to a percentage of the total amount of the Reservation, including tax, in accordance with the scale set out below for the different Accor hotel brands:

All Affiliates accepted into the Accorhotels.com affiliation programme, irrespective of the partner Affiliation platform, shall receive a ‘General’ level of remuneration.

‘General’ level of remuneration:
- Luxury hotels (Sofitel, Pullman): 8%*
- Midscale hotels (Novotel, Novotel Suites, Mercure, Adagio and Orbis): 6%*
- Economy hotels (ibis, ibis Styles): 3%*
- Budget hotels (ibis budget, Hotel Formule 1 and Hotel F1): 1.50%*

* of the total amount of the Reservation, including tax.

The ‘General’ level of remuneration will only be calculated and paid for Reservations that are valid under the terms and conditions set out in Article 12.

Depending on the number of Reservations and the promotional efforts of the Affiliate, Accor may offer the Affiliate a higher level of remuneration, known as ‘Premium’, in accordance with the scale set out below:

‘Premium’ level of remuneration:
- Luxury hotels (Sofitel, Pullman): 10%*
- Midscale hotels (Novotel, Novotel Suites, Mercure, Adagio and Orbis): 8%*
- Economy hotels (ibis, ibis Styles): 4.50%*
- Budget hotels (ibis budget, Hotel Formule 1 and Hotel F1): 2%*

* of the total amount of the Reservation, including tax.

The ‘Premium’ level of remuneration will only be calculated and paid for Reservations that are valid under the terms and conditions set out in Article 12.

Accor reserves the right to change the nature and amount of remuneration under these general terms and conditions for the Accorhotels.com affiliation programme at any time.

2. Article 11. Reservations not entitled to remuneration
Accor will not offer the Affiliate remuneration as part of the Accorhotels.com affiliation programme for:
- any Visitor resulting from a hyperlink on the Affiliate’s website who does not make a Reservation within thirty (30) days of clicking on said hyperlink;
- any Visitor resulting from a hyperlink on the Affiliate’s website who visits another of the Affiliate’s websites within thirty (30) days of clicking on said hyperlink and makes a Reservation;
- any Visitor resulting from a hyperlink on the Affiliate’s website that does not include the tracking system required by the partner Affiliation platform;
- any Visitor resulting from a hyperlink on the Affiliate’s website who makes a Reservation on an Accor website other than Accorhotels.com;
- any Visitor resulting from a hyperlink on the Affiliate’s website who makes a reservation using a method other than the Accorhotels.com website (direct reservation with the hotel, telephone reservation etc.);
- any Visitor resulting from a hyperlink on the Affiliate’s website who makes a reservation with a specific rate, i.e. a rate that is not available without a specific identifier. For example: group rates, partner rates, company rates, travel agency rates etc.:
- any Visitor resulting from a hyperlink on the Affiliate’s website who makes a reservation at one of the hotel chains not expressly listed in Article 10. For example: Thalassa Sea & Spa etc.

3. Article 12. Validating reservations
‘pending’. Accor will monitor each Reservation, validating it, or not, within a maximum of fifteen (15) days. Within a maximum period of fifteen (15) days, the Reservation status will be changed to ‘Validated’ if Accor validates it, or ‘Denied’ if Accor refuses it.

Only those Reservations with a ‘Validated’ status will result in remuneration.

In the event of a suspicious or fraudulent Reservation, Accor reserves the right to suspend or terminate an Affiliate’s participation in the Accorhotels.com affiliation programme, and to deny all or part of any outstanding remuneration. Accor will inform the Affiliate in such cases.

VI. LIABILITY

1. Article 13. Limitation of liability
Accor does not guarantee that use of the www.Accorhotels.com website shall be free of disruption or faults. Accor cannot be held liable for the consequences of any disruption or faults.

Accor shall only be liable for direct losses resulting from implementation of the Accorhotels.com affiliation programme. In this situation, Accor’s liability may not exceed the total amount that would have been paid to the Affiliate over the previous six (6) months.
VII. CONFIDENTIALITY

1. Throughout the time that the Affiliate participates in the Accorhotels.com affiliation programme, the Affiliate will have access to information that Accor deems confidential, particularly the information relating to Reservations (hereinafter referred to as “Confidential Information”). For the duration of its involvement in the Accorhotels.com affiliation programme, and as soon as it gains access to Confidential Information, the Affiliate undertakes to:
   o maintain its confidentiality,
   o take the same measures as those it would take with respect to its own confidential information in order to prevent publication thereof or disclosure thereof to third parties,
   o only divulge it to members of its staff who require the information for implementation of the Accorhotels.com affiliation programme,
   o use it for Accor purposes only,
   o return to Accor and/or delete any media received from Accor that contains Confidential Information.

Any disclosure by the Affiliate to any third party shall incur liability and Accor shall be entitled to terminate the Affiliate’s involvement in the Accorhotels.com affiliation programme immediately without notice or compensation and without prejudice of all claims for damages made by Accor. This obligation will end one (1) year after the Affiliate’s participation in the Accorhotels.com affiliation programme expires or is terminated.

VIII. TERM

The Affiliate’s membership of the Accorhotels.com affiliation programme is valid for an indefinite period of time from the date on which the Affiliate is notified that its membership of the Accorhotels.com affiliation programme has been approved. It is hereby specified that either of the parties may terminate membership, immediately and at any time, by notifying the other party via registered letter with acknowledgment of receipt. Accor may terminate the Affiliate’s participation immediately, subject to a simple notice addressed to the Affiliate, in the event that the Affiliate does not comply with one or more of the provisions of these general terms and conditions.

1. Article 14. Miscellaneous provisions:
   Accor may interrupt the provision of online services and/or its Affiliation programme, temporarily or permanently and at any time, without warning. In this case, no compensation will be payable by Accor to the Affiliate. The Affiliate hereby acknowledges that it has read and understood these general terms and conditions and that it accepts all of the terms and conditions contained herein. It is the Affiliate’s independently held view that there is a benefit to be had in joining this Affiliation programme and the Affiliate shall not invoke any declaration, guarantee or undertaking, other than those expressly set forth in these general terms and conditions.

2. Article 15. Applicable law/attribution of jurisdiction:
   The Accorhotels.com affiliation programme is governed by French law. In the event of any dispute relating to the interpretation, fulfilment, or breach of these general terms and conditions, Accor and the Affiliate undertake to seek to resolve the matter out of court. Failing this, the dispute shall be brought before the courts of Paris.