

## LEASE AGREEMENT GENERAL CONDITIONS

### 1. PURPOSE AND DEFINITIONS

#### 1.1 Definitions

**Bluespace:** means the company Blue Self Stockage France, a simplified joint stock company, registered with the Nanterre Trade and Companies Register under number 839 655 305, the company Trasters Paris a simplified joint stock company registered with the Nanterre Trade and Companies Register under number 418 272 621, and Bluespace Paris, a simplified joint stock company registered with the Nanterre Trade and Companies Register under number 981 215 692, whose registered offices are located at 1 Rue Galilee, 94200 Ivry-Sur-Seine,

**Belonging:** any belonging stored by the Customer in a Bluespace Location.

**Bulk Space:** an area used for non-partitioned storage.

**Private Office:** a partitioned room used as an office.

**Access Code:** the code used to access the Bluespace site where the Bluespace Locations covered by the Agreement are located.

**Customer:** any individual or legal entity that requests to lease a Bluespace Location, at their own risk, for a pre-agreed amount of time (or lease term), and undertakes to return it free of any belongings, once the agreed lease term is over, with the understanding that only individuals or legal entities who have signed an Agreement may be considered Customers.

**Consumer Customer:** a Customer who is a natural person acting for purposes that do not fall within the scope of business activities of a commercial, industrial, artisanal or agricultural nature, or relating to the liberal professions.

**Agreement:** the agreement for the lease of a Bluespace Location concluded between Bluespace and the user of a Bluespace Location.

**Initial Term:** the initial term of the Agreement.

**Parking Space:** a space within a car park for parking a motor vehicle.

**Storage Space:** a space, whether partitioned or not, for the storage of a Customer's Belongings.

**Business Premises:** a partitioned area used for business purposes.

**Office Space:** a partitioned area used as an office.

**Non-Commercial Customer:** individual Customers

who are only using the space for personal, non-commercial purposes.

**Storage room:** a partitioned area used exclusively for storage.

**Private Office Space:** a seat in a shared open space office.

**Additional Services:** additional services offered by Bluespace to the Customer to which the Customer may subscribe to under this Agreement. The cost of these services, if the Customer subscribes to them, will be added to the Price and the Revised Price.

**Price:** the cost of leasing the Bluespace Location invoiced to the Customer and, where applicable, the cost of the Additional Services invoiced to the Customer.

**Revised Price:** the cost of leasing the Bluespace Location and the cost of any Additional Services invoiced to the Customer, as revised annually in order to align them with market conditions and to actual variations in the costs of services.

**Commercial Customer:** Customers who are a natural person or legal entity, public or private, using the space within the scope of business activities of a commercial, industrial, artisanal or agricultural nature, or relating to the liberal professions, including when those activities are carried out in the name of or on behalf of another business.

**Applicable Regulations:** the regulations applicable to the processing of personal data including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) as well as applicable French legislation.

**Private Meeting Room:** partitioned area used as a meeting room reserved for Customer use.

**Visitor:** any customer or supplier received by the Customer in its Private Office Space or a Private Meeting Room.

Bluespace and the Customer are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

Parking Spaces, Activity Spaces, Office Spaces, Bulk Spaces and Storage Rooms are hereinafter collectively referred to as the "**Bluespace Locations**".

#### 1.2 Purpose

The Agreement consists of these "**General Conditions**", the "**Special Conditions**" and any appendices.

Any reservation of a Bluespace Location implies the adherence without restriction or reserve to these General Conditions which prevail over all other

conditions with the exception of those which have been expressly accepted by Bluespace under the terms of the Special Conditions.

This Agreement constitutes a contract for leasing space and cannot be understood or interpreted as:

- a deposit contract under the meaning of the provisions of article 1915 of the Civil code - another form of lease of partitioned storage spaces - Bluespace not being subject to any of the obligations incurred by depositaries and, in particular, not having the responsibility to guard, preserve, maintain, monitor and thus return the stored belongings. The Customer acknowledges that their belongings are stored under their responsibility, at their own risk and at their sole expense, it being further specified that the Customer remains the sole custodian of the said belongings within the meaning of the provisions of article 1384 of the French Civil Code;
- a lease agreement within the meaning of article 1711 of the French Civil Code, with Bluespace providing a range of services including access control, remote surveillance, reception of goods, etc.;
- a commercial lease within the meaning of Article L.145-1 of the French Commercial Code;
- a residential lease within the meaning of the provisions of articles 2 et seq. of law no89-462 of 6 July 1989.

The enforcement measures applicable under this Agreement shall be carried out on the basis of the provisions of the French Code of Civil Enforcement Procedures and in particular:

- the provisions relating to the simplified procedure for the recovery of small claims set out in articles L.125-1 and R.125-1 to R.125-6 of the Code of Civil Enforcement Procedures; and/or
- the provisions relating to the seizure and sale of movable property set out in articles L.221-1 to L.221-6 and article R.221-1 et seq. of the Code of Civil Enforcement Procedures; and/or
- the provisions relating to the seizure of land motor vehicles set out in Articles L.223-1 et seq. and R.223-1 et seq. of the French Code of Civil Enforcement Procedures; and
- the stipulations of the Agreement.

## 2. NATURE OF BLUESPACE LOCATIONS

### 2.1 Provision of Office Space

Office Spaces can consist of:

- a Private Office; and/or
- a Private Office Space; and/or
- a Private Meeting Room.

#### (i) Access

The Customer will be able to access the Office Spaces during the centre's opening hours through use of an Access Code that will be provided to them.

The Customer is solely responsible for ensuring that the Office Spaces (Private Office or Meeting Room) are properly locked using their personal lock or padlock. The Customer is not authorised to install a second lock.

The Customer may receive Visitors at the Office Spaces, it being understood that the Customer must remain physically present with them at all times.

The Customer's Visitors may not enter the Office Spaces unless the Customer is physically present and accompanying them.

The Customer must comply with the provisions of Articles 6.1 and 6.2 of the General Conditions of the Agreement, which apply automatically to the Office Spaces.

#### (ii) Prices

The price of an Office Spaces Contract includes the provision of Office Spaces, the facilities listed below, electricity and the cleaning service for common areas.

Access to Office Space can be invoiced on a flat-rate basis per hour, per day or per month. The Agreement is automatically renewed on a month-to-month basis in accordance with the provisions of Article 4, unless otherwise stipulated in the Special Conditions.

All other services, such as, for example, access to the cafeteria, access outside opening hours, cleaning of private areas, use of IT equipment (printers, photocopiers, Wi-Fi, etc.), provision of cardboard boxes, shelving, handling equipment, registered office service, access outside opening hours (etc.) constitute Additional Services.

#### (iii) Use

The Customer may receive and send emails from the Office Spaces.

Unless otherwise stipulated in the Special Conditions, the Customer may not use the Office Spaces as their company's registered address.

Customers who are employers shall take the necessary measures to ensure the safety and protect the physical and mental health of workers in accordance with the provisions of article L.4121-1 of the French Labour Code.

It is forbidden to organise events, meetings or demonstrations, whether free of charge or in return for payment, and to receive members of the public in the Office Spaces or on the site in general.

(iv) Other provisions

The other provisions of the Agreement set out below shall apply automatically to the Office Spaces unless otherwise provided for in Article 2.1 or in the Special Conditions.

**2.1.1 Private Offices**

(i) Nature - Facilities

Each Private Office will include access to the following facilities:

- one or more desks;
- one or more chairs;
- a stand-alone or shared lighting system;
- a stand-alone or shared heating system;
- Wi-Fi access.

A shared printer and photocopier will also be available nearby.

**2.1.2 Private Office Spaces**

(i) Nature - Facilities

Each Private Office Space will be located in an open space office and will include access to the following facilities:

- a desk;
- a chair;
- a stand-alone or shared lighting system;
- a shared heating system;
- Wi-Fi access;

A shared printer and photocopier will also be available nearby.

**2.1.3 Private Meeting Rooms**

(i) Nature - Facilities

Each Private Meeting Room will have the following facilities:

- one or more tables;
- one or more chairs;

- a stand-alone or shared lighting system;
- a stand-alone or shared heating system;
- Wi-Fi access;

A shared printer and photocopier will also be available nearby.

**2.2 Lease of Storage Space**

Storage Spaces may include:

- a Storage Room; and/or
- a Bulk Space location.

(i) Access

The Customer will be able to access the Storage Spaces during the centre's opening hours with an Access Code that will be provided to them.

The Customer will be solely responsible for ensuring that the Storage Space is properly locked using their personal lock or padlock. The Customer is not authorised to install a second lock.

The Customer may receive Visitors to the Storage Spaces, it being understood that the Customer must remain physically present with them at all times.

The Customer's Visitors may not access the Storage Spaces without the Customer being physically present and accompanying them.

The Customer must comply with the provisions of articles 6.1 and 6.2 of the General Conditions of the Agreement, which apply automatically to the Storage Spaces.

(ii) Prices

The Price of a Storage Space Agreement includes the lease of the Storage Space, access to the facilities referred to below, electricity and the cleaning service for common areas.

Access to Storage Spaces will be invoiced on a monthly basis. The Agreement is automatically renewed on a month-to-month basis in accordance with the provisions of Article 4, unless otherwise stipulated in the Special Conditions.

All other services, such as, for example, access to the cafeteria, the possibility of access outside opening hours, the use of IT equipment (printers, photocopiers, Wi-Fi, etc.), the supply of boxes and shelving and the provision of handling equipment, company registered address, access outside opening hours (etc.) constitute Additional Services.

### (iii) Use

Unless otherwise stipulated in the Special Conditions, the Customer may not use the Storage Spaces as their company's registered address.

Customers who are employers shall take the necessary measures to ensure the safety and protect the physical and mental health of workers in accordance with the provisions of article L.4121-1 of the French Labour Code.

It is forbidden to organise events, meetings or demonstrations, whether free of charge or in return for payment, and to receive members of the public in the Storage Spaces or on the site in general.

### (iv) Other provisions

The other provisions of the Agreement set out below apply automatically to Storage Spaces, unless otherwise stipulated in this article 2.2 or in the Special Conditions.

## 2.2.1 Storage Rooms

### (i) Nature - Facilities

Storage Rooms provided to the Customer by Bluespace are made up of a partitioned space for the exclusive use of storage.

Each Storage Room includes:

- a door;
- a stand-alone or shared lighting system;

Storage Rooms do not have a heating system.

## 2.2.2 Bulk Spaces

### (i) Nature - Facilities

Bulk Spaces made available to the Customer by Bluespace are non-partitioned spaces used exclusively for storage.

Each Bulk Space includes:

- its own lighting system.

Bulk Spaces do not have a heating system.

## 2.3 Activity Spaces

### (i) Nature - Facilities

Each Activity Space includes access to the following facilities:

- A door;

- Its own lighting system.

Activity Spaces do not come with a heating system or access to natural light.

### (ii) Access

The Customer will be able to access the Activity Space during the centre's opening hours using an Access Code that will be given to them.

The Customer is solely responsible for ensuring that the Activity Space is properly locked using their own personal lock or padlock. The Customer is not authorised to install a second lock.

The Customer may receive their Visitors at the Activity Space, it being understood that the Customer must remain physically present with them at all times.

The Customer's Visitors may not access the Activity Spaces unless the Customer is physically present and accompanying them.

The Customer must comply with the provisions of articles 6.1 and 6.2 of the General Conditions of the Agreement, which apply automatically to the Activity Spaces.

### (iii) Use

The Customer or the Customer's employees are authorised to carry out the following activities:

- Intermittent commercial activities that involve minimal risk;
- Intermittent non-hazardous activities;

The following activities are strictly prohibited:

- Any dangerous activity involving prohibited substances or objects listed in article 3.3 of the General Conditions of the Contract;
- Any activity involving welding, grinding, hot work, the use of solvents or other dangerous products.

If the Customer engages in any of the aforementioned prohibited activities, the Agreement will be terminated immediately at the Customer's expense and under the conditions set out in article 13 of the General Conditions of the Agreement.

Unless otherwise stipulated in the Special Conditions, the Customer may not use the Business Premises as a company's registered address.

### (iv) Prices

The Price of an Activity Room Agreement includes the provision of the Activity Room, access to the facilities

listed below, electricity and the cleaning service for the common areas.

Access to an Activity Room is charged on a monthly basis. The Agreement is automatically renewed on a month-to-month basis in accordance with the provisions of Article 4, unless otherwise stipulated in the Special Conditions.

All other services, such as, for example, access to the cafeteria, access outside opening hours, use of IT equipment (printers, photocopiers, Wi-Fi, etc.), provision of cardboard boxes, shelving, handling equipment, registered office service, access outside opening hours (etc.) constitute Additional Services.

(v) Other provisions

The other provisions of the Agreement set out below apply automatically to the Activity Spaces, unless otherwise stipulated in this Article **¡Error! No se encuentra el origen de la referencia.** or in the Special Conditions.

## 2.4 Provision of Parking Spaces

(i) Nature - Facilities

Each Parking Space consists of a space within a car park for parking a motor vehicle.

(ii) Access

The Customer will be able to access the Parking Spaces during the centre's opening hours by using the Access Code with which they have been provided.

The Customer may receive Visitors in the Parking Area, it being understood that the Customer must remain physically present with them at all times.

The Customer's Visitors may not access the Parking Spaces without the Customer being physically and accompanying them.

The Customer must comply with the provisions of articles 6.1 and 6.2 of the General Conditions of the Agreement, which automatically apply to the Office Space.

(iii) Use

The following rules apply to Customers who have signed an Agreement involving the provision of a Parking Space.

Customers must check that the height of their vehicle is less than the maximum height indicated on the site's road signs and wait until the doors, barriers and gates are fully open before passing through them. The Customer will not allow any vehicles or pedestrians to access the site after the Customer has passed through. They must ensure that the gates and access doors to the site are closed behind them. The Customer may be held liable for any negligence in this

respect that results in damage.

The Customer must access the parking space via the route that has been shown to them and must only use the emergency exits in the event of an emergency; any unauthorised opening of the emergency exits or any other door marked "*emergency exit, alarmed door to be used only in the event of absolute necessity*" will, outside of office opening hours, result in an alarm being triggered and the building supervisor and a security team being dispatched. The Customer will be billed for the cost of this intervention.

Blocking entrance doors, manual or automatic, in the open position is forbidden, as this will have the same consequences as failure to comply with the rules set out in the previous paragraph.

In the event of force majeure, including technical problems affecting the security of the site and its tenants, Bluespace may block access outside of the opening hours posted at the office. If this is the case, signage will be displayed providing the relevant details.

Bluespace has the right to refuse any vehicle access to the parking facilities at its own discretion. This applies in particular in cases where Bluespace knows or assumes that a vehicle is carrying explosive or other hazardous preparations - with the exception of motor fuels in the vehicle's tank used for the purpose of fuelling the vehicle - as well as in cases where Bluespace is of the opinion that the vehicle, due to its size and or weight, or by virtue the items that are being transported may be detrimental to the environment.

Bluespace reserves the right to refuse access to the site to vehicles equipped with an LPG installation.

Vehicles parked in parking facilities must comply with the same conditions as those parked on the public highway. The Highway Code or any other regulation relating to traffic on the public highway will apply in or on the car park facilities.

The Agreement signed between the parties does not include monitoring the vehicle. Bluespace therefore declines all responsibility for the theft or loss of the Customer's Belongings.

(iv) Prices

The Price for an Agreement relating to a Parking Space includes the provision of the Parking Space.

Access to a Parking Space is charged on a monthly basis. The Agreement is automatically renewed on a month-to-month basis in accordance with the provisions of Article 4, unless otherwise stipulated in the Special Conditions.

Any other service, such as, for example, access to the

cafeteria, the possibility of access outside opening hours, the use of IT equipment (printers, photocopiers, Wi-Fi, etc.) provision of cardboard boxes, shelving, handling equipment, and registered address services constitute Additional Services.

(v) Other provisions

The Agreement's other conditions set out below apply automatically to the Parking Spaces, unless otherwise stipulated in this Article 2.4 or in the Special Conditions.

### 3. OCCUPATION AND USE

#### 3.1 Occupation

Bluespace grants Customer the right to occupy and use the Bluespace Location in accordance with the terms of the Agreement.

The Customer expressly acknowledges and agrees that nothing in the Agreement shall be construed as creating any ownership or other rights in the Bluespace Location.

Bluespace shall not under any circumstances be considered to be the custodian of either the Bluespace Location or the Belongings.

By signing the Agreement, the Customer guarantees that they are the sole owner or rightful holder of the Belongings and accepts all liability in respect of these Belongings.

The Customer undertakes to indemnify Bluespace from and against any and all third-party claims, costs, and actions or appeals, arising out of or in connection with these Belongings, including any and all disputes relating to the ownership or possession of the Belongings.

The Customer will have the keys (physical and/or electronic) to the Bluespace Location and will therefore be responsible for their use and safekeeping.

The Customer will be responsible for handling the Belongings.

Consequently, Bluespace will be exempt from any liability arising from the installation and removal of the movable property and from any damage caused to the property of the Customer and/or third parties, except insofar as this damage is caused by wilful misconduct or negligence on the part of Bluespace.

The Customer shall maintain the Bluespace Location in good condition and shall use it in accordance with the permitted uses and the Agreement. With the exception of the Bulk Space, the Bluespace Location must remain closed at all times. If the Customer does not subscribe to the cleaning service, the Customer will be responsible for cleaning, and removal of all dust and waste within the Bluespace Location.

The Customer confirms that they have visited, inspected and accepted the Bluespace Location in good condition and that the Bluespace Location is in compliance with its intended regulatory and

contractual use. The Customer confirms that the level of safety and security measures provided for in the Agreement are acceptable to them.

Bluespace offers no guarantees in relation to and will not be held liable for Bluespace Locations being occupied and used in accordance with regulations and the Agreement or the delivery of security and safety services, except in the case of wilful misconduct or negligence on the part of Bluespace.

Information relating to the size of the Bluespace Location are approximate. Surface areas of the rooms are rounded according to the following rule:

- Up to 7.5m<sup>2</sup>, rounded to the nearest 1/2m<sup>2</sup>;
- Above 7.5m<sup>2</sup>, rounded to the nearest m<sup>2</sup>.

The Customer undertakes to comply with these contractual stipulations, as well as with all local and national laws and regulations, instructions from the administrative authorities, and any rules set out by insurers.

The Customer acknowledges and accepts full responsibility for the actions of any third party accessing its Bluespace Location or using its Access Codes, it being understood that such third parties shall be deemed to be "Customers" for the purposes hereof if Bluespace so decides.

The Customer undertakes to use the Bluespace Location in a way that does not cause or risk causing any environmental damage or other disturbance to other users (e.g. radio or machine noise, dust, smell, leaks etc.), and will take the necessary measures to avoid such environmental damage or disturbance.

#### 3.2 Destination

It is expressly forbidden to use a Bluespace Location for the following purposes:

- as a home address, place of residence or fiscal residence;
- to establish its registered office or an establishment there and to declare it to the Registre du Commerce et des Sociétés, the Répertoire des Métiers, Urssaf, etc. and to receive Visitors unless otherwise stipulated ;
- to assign or promise to a third party any right whatsoever over this Bluespace Location, or to make it available in whole or in part to a third party, even free of charge;
- use it for illegal or prohibited purposes;
- receiving mail.

These prohibitions are absolute, irrespective of whether use by the Customer is permanent, occasional or limited to a specific duration.

Bluespace refuses to receive any notification, mail delivery or letter on behalf of the Customer.

### 3.3 Storage bans

The Customer shall not store or use products that are dangerous, prohibited, flammable, toxic, contaminating, explosive, malodorous or whose storage is regulated.

The Customer is strictly forbidden from bringing the following belongings to their Bluespace Location and storing them there (this list is not exhaustive):

- Works of art and collectors' items of any kind (including jewellery, paintings, sculptures, furs, precious stones and metals) with a value in excess of six thousand euros (€6,000);
- cash, cheques, shares, title deeds and, more generally, any contract document;
- any object that produces smoke or odours;
- any type of animal, dead or alive;
- waste (including animal products and toxic and/or hazardous materials);
- food and other perishable goods (that may rot) unless they are well packaged so as to be protected and not to attract pests or cause any other form of nuisance;
- firearms, explosives, weapons and ammunition;
- Chemical products, gases, explosives, toxic or flammable substances (as indicated on the product's own labeling); in particular, the storage of lithium batteries or other highly flammable items (for example, those contained in electric cars and electric go-karts) is strictly prohibited. However, it is permitted to store up to a maximum of 3 electric scooters, 3 electric bicycles, or 3 electric wheelchairs; under no circumstances may they be charged within the Bluespace facilities;
- any illegal substance (drugs, illegal or illegally obtained items such as stolen or smuggled items, etc.);
- chemicals, radioactive materials, biological agents;
- asbestos and/or treated asbestos;
- fertilisers (artificial);
- gas cylinders or any other compressed gas and/or batteries;
- fireworks;
- broken down cars and/or motorbikes; the storage of working (old) cars and/or motorbikes, is permitted, it being understood that a protective tray (approved by Bluespace) must be placed under the car and/or motorbike to prevent oil leaks having consequences for the environment, and the presence of fuel in the tanks must be reduced to a minimum;
- the Customer must also maintain specific and appropriate car and/or motorbike insurance for the entire duration of the Agreement, insofar as motor land vehicles are not covered by customer property insurance;
- combustible or flammable products and liquids,

including diesel and petrol (with the exception of the minimum authorised above for cars and motorbikes);

- all other toxic, flammable or dangerous substances or preparations classified or defined as such by the laws and regulations in force, such as:

- explosive substances and preparations such as all aerosol cans including air fresheners, hair spray, car paint, varnish and windscreen de-icer; sprays and gases (liquids) such as LPG, hydrogen, acetylene, propane and butane;
- oxidising substances and preparations such as hydrogen and other peroxides, chlorates, saltpetre and strong perchloric acids;
- (highly) flammable substances and preparations such as petroleum, benzene, methylated spirits, turpentine, white spirit, acetone, paint, windscreen defroster, air freshener, neoprene adhesives;
- (highly) toxic substances and preparations such as methyl alcohol, stain removers and pesticides;
- harmful substances and preparations such as cleaning products, paint thinners, wood preservatives and paint removers;
- caustic substances and preparations such as drain unblockers, descaling products, caustic soda, strong acids, caustic products such as oven and toilet cleaners;
- irritant substances and preparations;
- carcinogenic substances and preparations;
- mutagenic substances and preparations;
- substances and preparations toxic to human reproduction;
- environmentally hazardous substances and preparations such as CFCs, PCBs and PCTs, pesticides and heavy metals such as mercury in thermometers, cadmium and zinc from batteries, lead and copper;

- pesticides and herbicides.

The most toxic, flammable or dangerous substances can be recognised by the symbols below:



PRODUITS INFLAMMABLES



PRODUITS EXPLOSIFS



PRODUITS COMBURANTS



MATIÈRES TOXIQUES



MATIÈRES CORROSIVES



GAZ SOUS PRESSION



PRODUITS DANGEREUX POUR LE MILIEU AQUATIQUE



PRODUITS DANGEREUX POUR LA SANTÉ  
Mutagène, respiratoire, cancérogène, risque pour la reproduction



PRODUITS DANGEREUX POUR LA SANTÉ  
Sensibilité cutanée, inhalation, irritation des yeux

Should the Customer fail to comply with articles 3.2 and/or 3.3 of the aforementioned Conditions, the Customer shall indemnify Bluespace for any damage that may result. It should be noted that Bluespace does not carry out any control or verification of the Belongings and their compliance with these contractual conditions.

In the event of an instance of non-compliance that may constitute a breach of the law, Bluespace reserves the right to notify the competent authorities, and to grant them access to the Bluespace Location for the purpose of verification. Bluespace will do this at the exclusive expense of the Customer. Bluespace may then, but is not obliged to, notify the Customer.

#### **4. TERM OF THE AGREEMENT**

Unless otherwise stipulated in the Specific Conditions, the Agreement is concluded for a minimum initial term of one (1) month. At the end of the Initial Term, the Agreement will automatically renew for periods of one (1) month. In the case of Office and Meeting Premises, as an exception to the provision above, the Agreement may be concluded for periods of one or more hours or one or more days.

The Agreement may be terminated at any time by the Customer by giving one (1) month's written notice.

The Agreement may be terminated at any time by Bluespace, by giving one (1) month's written notice.

Automatic renewal will not occur if the Customer is not up to date with payment of the Price or any other obligation, whether monetary or of any other nature.

The Customer specifically understands and accepts that failure to give written notice of termination in due and proper form, within the aforementioned period, will result in an automatic extension for a further period of one (1) month on the understanding that this will entail the effects inherent in this renewal, in particular payment of the Price relating to this additional period.

#### **5. INVOICING AND LATE PAYMENT**

##### **5.1 Terms of payment**

The Price is set in the Special Conditions, according to the type, the size and the nature of the Bluespace Location requested by the Customer.

The Price is payable in advance on the first day of the Initial Term, then on the first day of each renewal period of the Agreement.

Bluespace issues an invoice to the Customer at the beginning of the Initial Term and at the beginning of each Renewal Term. This invoice includes the Price of the provision of the service set out in the Special Conditions, as well as the Price of any other Complementary Services that may have been subscribed and any costs that the Customer may also have incurred.

The Customer may request advance billing for several monthly periods (3 months, 6 months, etc.). This

advance billing does not affect the monthly renewal period of the contract.

Bluespace will have the choice to invoice the monthly fees either on paper or electronically (using the e-mail address mentioned by the Customer if the Customer has opted for electronic invoicing). In addition, and for all purposes, the Customer accepts e-mail as a sufficient and adequate method of communication between the Customer and Bluespace.

When signing the Agreement, Bluespace can ask the Customer to pay a deposit of an amount equal to at least one month's rental fee, as a guarantee of compliance with the provisions of the Agreement. Bluespace reserves the right to deduct from the security deposit all fees, charges and costs outstanding and/or resulting from non-compliance with the provisions of the Agreement. The security deposit is non-interest-bearing.

Payment of each invoice may be made in cash if it does not exceed €1,000 or, preferably, by direct debit from the Customer's designated bank card. In exceptional circumstances, and with the prior approval of Bluespace, other means of payment, such as bank transfer, may be used.

##### **5.2 VAT liability**

All fees and charges relating to the provision of the facilities will be invoiced monthly, including VAT (where applicable).

##### **5.3 Price review**

The Price may be revised every six months on the anniversary date of the contract in order to adapt it to market conditions and to actual variations in the cost of services. The half-yearly revision of the Price for these reasons may not exceed 20% of the Price in force at the time of the revision.

In order for the Price revision to be effective, Bluespace will send the Customer a written notification by postal mail addressed to the address indicated by the Customer for notifications or by e-mail at least twenty-five (25) calendar days in advance at, in which:

- Bluespace will set out the Revised Price and the date from which it will be applied.
- the Customer is hereby informed that if he does not agree with the Revised Price, he must notify Bluespace before the effective date of the Revised Price and within the time and conditions set out in clause 13.1. Such a decision will be understood as a declaration by the Customer not to continue the Agreement beyond the current contractual term. In this case, the initial Price will be maintained until the Contract is terminated at the end of its next expiry date;
- if the Customer pays the Revised Price for the next contractual due date, this payment shall be deemed to constitute acceptance and consent by the

Customer to the Revised Price.

The payment will cover the term set out in the Agreement. Consequently, the Customer will be entitled to a proportional refund of the Price in the event of termination of the Contract or return of the Bluespace location at a date prior to that of the expiry of the paid period, provided that the notice period mentioned in the article 4 is respected. To this end, the Agreement shall not be deemed to have been terminated prior to expiry of the full notice period.

This refund will only be made once all payments have been received, the accounts balanced and the room emptied, and cannot be made in cash.

The Customer and Bluespace hereby agree that the expiry of the Agreement at the end of its term will not give rise to any compensation of any nature whatsoever for either of the Parties, with the exception of the liquidation of accounts that may be applicable.

#### 5.4 Late payment

In the event of a delay in payment of five (5) calendar days or more, the Customer will have to pay Bluespace the damages incurred.

Bluespace will also be able to invoice late-payment fees equal to three times the legal rate of interest on the entirety of the sums outstanding as well as the following expenses:

- (i) In the case of Commercial Customers, in accordance with article L. 441-10 of the French Commercial Code, a fixed penalty for collection costs of forty euros (€40) may be charged from the first day of late payment. If the recovery costs actually incurred are higher than this fixed amount, additional compensation may be requested on justification.
- (ii) In the case of Consumer Customers and Non-Commercial Customers: Bluespace will not be entitled to recover any costs other than costs in respect of an act required by law to be done by the creditor or costs that have been incurred to recover amounts that could not be collected due to an NSF cheque. Bluespace will also be able to recover expenses incurred in the event the Consumer Customer or the Non-Commercial Customer has acted in bad faith, subject to being able to show that they have acted in bad faith after the case has been referred to a judge.

If the Customer fails to settle the payment within thirty (30) calendar days following a letter of reminder, the Agreement will be automatically terminated, and the Bluespace Location will have to be entirely released within no more than fifteen (15) calendar days from the termination of the Agreement, without prejudice to the actions that Bluespace may take against the Customer to recover the amounts owed.

##### 5.4.1 Consumer Customer and Non-

#### Commercial Customer

In the event payment of the Price owed under the Agreement has not been made and no action has been taken thirty (30) calendar days after receipt of the notice of default, Bluespace may terminate the Agreement and, at the same time, invoice a monthly fee for an amount equal to one and a half times the Price owed.

Bluespace may also:

- If the Price owed by the Customer is less than five thousand euros (€5,000), and at the Customer's discretion, implement the simplified procedure for the recovery of small claims set out in articles L.125-1 and R.125-1 to R.125-6 of the Code of Civil Enforcement Procedures.

Within this framework and in the absence of any agreement of the Parties on the amount and the payment deadlines within one (1) month of a registered letter with acknowledgement of receipt has been sent by a bailiff, Bluespace will then be able to take their claim to court for the purposes of obtaining a writ of execution.

By virtue of this writ of execution, Bluespace will be able to proceed, after the Customer has been served with a summons to pay, to seizing the Customer's Belongings, within the Bluespace Locations, and then to selling these Belongings by public auction. This is in accordance with the provisions relating to the seizure and sale of movable property set out in articles L.221-1 to L.221-6 and article R.221-1 et seq. of the French Code of Civil Enforcement Procedures.

- if the Price due by the Customer is higher than five thousand euros (€5,000), to implement, by virtue of a writ of execution, the procedure of seizure sale of the movable objects envisaged in articles L.221-1 to L.221-6 and article R.221-1 et seq. of the French Code of Civil Enforcement Procedures and thus proceed, after service on the Customer of a summons to pay, to the seizure of the Customer's Goods, within the Bluespace Parking Spaces, then to their sale by public auction; and/or with regard to motorised vehicles parked in a Parking Space, implement the enforcement measures on motorised land vehicles provided for in articles L.223-1 et seq. and R.223-1 et seq. of the French Code of Civil Enforcement Procedures.

In this context, Bluespace may then proceed to the sale or disposal of said Belongings.

The proceeds of any sale made pursuant to clause 5.4.1 will be retained by Bluespace and put towards the payment of the Price.

Any balance will be refunded to the Consumer Customer or Non-Commercial Customer. In the event that the Commercial Customer cannot be located, or does not collect the balance paid, this sum will be

retained by Bluespace on behalf of the Consumer Customer or Non-Commercial Customer.

#### **5.4.2 Commercial Customers**

In the event payment of the Price owed under the Agreement has not been made and no action has been taken thirty (30) calendar days after receipt of the notice of default, Bluespace may terminate the Agreement and, at the same time, invoice a monthly fee for an amount equal to one and a half times the Price owed.

In the event the Agreement is terminated under the conditions mentioned in the previous paragraph, Bluespace will have the following additional rights against the Commercial Customers:

- to block access to the Bluespace Location, including by replacing the existing lock with a new one;
- to move the Belongings from the Bluespace Location to any other alternative location that Bluespace may decide, without liability for any losses that may result from this move;
- charge the Customer for the full cost of moving the Goods from the Bluespace Location, the cost of storing the Goods at any other location and any costs incurred as a result of further movement of the Goods;
- to consider ownership of the Belongings left in the Bluespace Location, including motor vehicles parked in a Parking Space, as having been transferred to Bluespace, in accordance with the conditions stipulated in [appendix - Transfer of Ownership] of the Special Conditions, which have been freely negotiated and accepted by the Customer.

The aforementioned additional rights are in addition to and do not preclude the exercise of the rights and actions for recovery set out for Consumer Customers and Non-Commercial Customers in article 5.4.1 of the General Conditions.

The Commercial Customer expressly accepts that the Belongings present in the Bluespace Location constitute a guarantee of payment of the Price, expenses and other amounts owed to Bluespace, for which reason access to the Belongings in the Bluespace Location can be refused to the Commercial Customer until full payment of the amounts owed. The Customer therefore accepts that this guarantee may lead to the loss of ownership of the Belongings left in the Bluespace Location in the absence of payment and as soon as the period for vacating the premises has elapsed.

The proceeds of any sale made under Article 5.4.2, may be retained by Bluespace and put towards the payment of any costs incurred by Bluespace in exercising its rights under this Article, and any

amounts owed to Bluespace under the Agreement.

Any balance will be refunded to the Commercial Customer. In the event that the Commercial Customer cannot be located, or does not collect the balance paid, this amount will be retained by Bluespace on behalf of the Commercial Customer.

### **6. SECURITY MEASURES**

#### **6.1 Entering and leaving the site/access to the site**

Customers will be supplied with a personal access code to the Bluespace website. This code must be entered each time the Customer enters and leaves the site.

An access code is strictly personal and may not under any circumstances be used by a third party.

If the Customer wishes to give access to their Bluespace Location to a third party, the Customer must obtain a specific access code for this purpose. The Customer is responsible for the third parties for whom these access codes have been created. If the Customer forgets their personal access code, a new code can be obtained from the Bluespace staff.

Bluespace does not allow access, inside or outside the site, to persons/vehicles (following other persons/vehicles) who have not entered their access code. Customers must ensure that doors and gates are closed after entering or leaving.

Bluespace also reserves the right to ask the Customer and/or the Customer's Visitors to provide proof of identity.

Moving to a new Bluespace Location may take place at any time, unless otherwise specified and provided that this procedure is followed.

Bluespace is not responsible for any technical malfunctions or internal or external difficulties preventing entry to and exit from the Bluespace Location, or the use of lifts.

The Customer will not be able to ask for any compensation in the event of disruption to building services (interruption of electricity, telephone or other technical supplies), except insofar as this disruption is caused by wilful misconduct or negligence on the part of Bluespace.

#### **6.2 Customer Access to the Bluespace Location**

Unless otherwise agreed, the Customer may access their Bluespace Location during the opening hours displayed at the Bluespace site reception desk. Access outside of these opening hours is not authorised, unless the Customer has subscribed to the Complementary Service involving access to the Bluespace site and Location outside of opening hours.

The opening hours of the site can, however, be modified at any time by Bluespace, which will then inform the Customer within a reasonable notice period.

The Customer is allowed to move freely in the free-to-access common areas determined by Bluespace.

The Customer may enter the Bluespace Location:

- in person;
- through a person specifically identified for this purpose. In this case, Bluespace must be informed, providing at least one (1) calendar day's notice, in writing or by any other means, including telematic means, of the full name and identity card number of the authorised person;
- through persons physically accompanying the Customer.

Bluespace reserves the right to ask the Customer or persons authorised by the Customer to provide proof of identity.

The Customer must close their Bluespace Location.

The Customer must return the equipment provided by Bluespace for loading and unloading operations in the same condition as they received it, immediately after said operations.

The Customer may not, under any circumstance, store the aforementioned equipment inside the Bluespace Location. If the Customer fails to comply with this obligation, Bluespace can invoice the Customer for the price of the supplied equipment (VAT included).

### **6.3 Procedure in the event of fire**

The Customer undertakes to take note of and respect the safety and fire safety instructions, as well as the emergency exits. The emergency exits are located in the building and are clearly identified. It is strictly forbidden to block or obstruct emergency exits, which must remain clear at all times.

The Customer may only use the emergency exit in the event of a situation requiring evacuation (e.g. a fire). The Customer will be charged for any costs arising from the improper use of these emergency exits.

### **6.4 Inside the site**

The speed limit for motor vehicles around Parking Spaces is whichever of the following is lower:

- a safe speed; or
- 15 km/h.

Parking Spaces are located only in the areas provided and designated for this purpose. Road traffic regulations apply within the site.

Smoking is expressly and strictly prohibited inside the site.

Trolleys, motor vehicles, lifts or any equipment provided by Bluespace may be used by the Customer at the Customer's sole risk and liability. Customers shall ensure that none of this equipment and material is used by children. Children must not be left

unsupervised on the site.

The Customer shall ensure that they do not store Belongings the weight of which exceeds the floor loading capacity. The Customer is required to comply with the floor loading limits displayed on the notice boards and, if necessary, to obtain information from the site staff.

The Belongings must be correctly arranged in the Bluespace Location, without resting or exerting pressure on the walls. Bluespace will not be liable for any injury or damage caused by or to the Belongings.

Bluespace has no obligation to accept Belongings for a Customer.

## **7. BLUESPACE LOCATIONS AND AVAILABILITY**

The Bluespace Location will be made available by Bluespace and accepted by the Customer, in good condition, clean and free from defects on the date of moving in at the earliest.

Bluespace may, at no additional cost to Customer and subject to Customer's prior approval, provide a different Bluespace Location of the same or greater size.

If no Bluespace Location of the agreed size is available on the agreed move-in day, Bluespace will inform the Customer within a reasonable notice period, and may:

- either provide the Customer, subject to their prior agreement, with another Bluespace Location adapted to the Customer's wishes;
- or suspend the Agreement pending the availability of a Bluespace Location of the agreed size.

In the latter case, the Customer's contractual obligations will be suspended pending the availability of the agreed Bluespace Location.

In this case, Bluespace will not be liable for any compensation with regard to possible potential damages incurred by the Customer, who will be liable to pay the Price only from the day when the Bluespace Location will have become available.

The Customer will also have the option of terminating the Agreement, which will result in the reimbursement of the fees and costs already paid. Bluespace will not be liable for any damages that may result from delayed availability.

The Customer will not be able to claim any exclusive rights, property rights or occupation rights to the Bluespace Location.

## **8. NO SUBLETTING OR TRANSFERS**

The Customer may not make available or share the Bluespace Location with a third party in whole or in part.

The Agreement is entered into personally and the

Customer may not transfer the Agreement to a third party without the prior written consent of Bluespace. The right to occupy the Bluespace Space is reserved exclusively to the Customer.

Bluespace has the right to transfer its rights and obligations under the Agreement to any other company within the Bluespace Group without the Customer's prior consent.

## 9. LIABILITY AND EXCLUSION

Bluespace shall not be liable for any damage to the Goods, nor for any financial or operating loss of Customer, except to the extent that such damage is caused by the wilful misconduct or negligence of Bluespace.

Bluespace makes no guarantees to the Customer regarding the monitoring of the Bluespace Site or Location or regarding the security of the Site. As such, Bluespace will not be liable, and Customer will have no recourse against Bluespace, for the theft or loss of any Belonging stored at the Bluespace Location, including any cash, cheques, stocks or shares, title deeds, contractual documents or art and collectibles (including but not limited to jewellery, paintings, sculptures, furs, precious stones and metals) except to the extent that such theft or loss is caused by wilful misconduct or negligence on the part of Bluespace.

Bluespace will not take any steps to verify the Belongings, to verify that the Belongings are suitable for storage in a Bluespace Location, or to ensure that the Belongings comply with applicable regulations and contractual terms. Bluespace will not be liable for any loss or damage suffered by Customer as a result of improper, unsafe or illegal storage.

Bluespace will allow the authorities, on request, to access and inspect the Bluespace Location without necessarily notifying the Customer, or checking that the authorities have the right to carry out such an inspection. Bluespace cannot be held responsible for the consequences of such an inspection, in particular in the event of damage to the Belongings and/or the lock and other equipment. The Customer remains responsible towards Bluespace for any damage that Bluespace could incur due to such controls and inspections.

The Customer shall compensate Bluespace and guarantee Bluespace against all costs, claims, liabilities, damages and other expenses that Bluespace incurs as a result of any fault committed during the Customer's occupancy of the Bluespace Location. The Customer shall also guarantee Bluespace against any claim or action by any third party or authority, without limit, arising from their occupation of the Bluespace Location.

Bluespace will not be liable for any direct or indirect loss such as failed negotiations, loss of business, loss of opportunity or reputation, or any loss resulting from nuisance caused by the activities of other customers or difficulty and/or inability to access the Bluespace Location due to third parties.

The Customer agrees and accepts that in view of:

- the existence of insurance guaranteeing the value of the Belongings;
- the fact that Bluespace does not have to check the use that the Customer makes of their Bluespace Location;
- the fact that Bluespace does not have the means to assess the Customer's risks; and
- the significant difference that may exist between the Price paid by the Customer and the damage they may suffer;

the exclusions and limitations of liability set out in article 9 are fair and reasonable to the Commerical Customer.

## 10. INSURANCE OBLIGATION

The Customer shall be required to take out and maintain, throughout the term of the Agreement, an insurance policy guaranteeing the Belongings against all insurable risks, from an insurance company that is known to be solvent. Any damage to or loss of the Belongings, however this occurs, shall be at Customer's sole risk and expense, except to the extent that such damage is caused by wilful misconduct or negligence on the part of Bluespace.

The insurance policy must contain a hold harmless clause protecting Bluespace, its insurers and its co-contractors. When the Agreement is concluded, the Customer must provide an insurance certificate showing they have met this obligation. If the Customer does not provide proof of such insurance coverage, and as long as such a certificate is not supplied, the Customer will be held to adhere to the all risks policy subscribed by Bluespace for its customers.

The Customer undertakes to guarantee Bluespace, its insurers and co-contractors, against any legal proceeding engaged by the insurers of the Customer against Bluespace.

## 11. MAINTENANCE AND REPAIRS

Bluespace may, at any time, carry out maintenance, repair, extension and renovation work and work to remove partitions on or in the Bluespace Location, including installing additional facilities.

Repair and maintenance work carried out by Bluespace in the Bluespace Location will not constitute a breach of contract on the part of Bluespace, even if such work temporarily limits the use of or access to the Bluespace Location. In this case, and with the exception of situations involving danger or imperative necessity, Bluespace undertakes to inform the Customer in a timely manner. The Customer shall accept, without the right to terminate the Agreement, claim a reduction in the Price or other fees or, more generally, any compensation of any kind whatsoever, all repair, maintenance and renovation work, without any time limit.

The Customer will take all necessary measures not to cause any damage to the Bluespace Location, and to the property of third parties. In case of damage to third parties or to the property of Bluespace, Bluespace will be entitled to carry out the repair work at the expense of the Customer. The Customer hereby undertakes to pay such invoices within seven (7) days of dispatch.

## **12. BLUESPACE AND THIRD-PARTY ACCESS**

In principle, Bluespace and its employees may only enter the Bluespace Location with the Customer's prior permission.

In case of emergency, Bluespace and its employees are, however, authorised to enter the Bluespace Location, if necessary by breaking the lock, without the Customer's prior authorisation or having informed them. Emergency situations include maintenance, repairs, renovations, or any sudden event that requires urgent access to the Bluespace Location.

If the emergency situation requires it and time permitting, Bluespace will inform the Customer of the emergency situation fifteen (15) days prior to entry into the Bluespace Location in order to request the Customer to move the Belongings to another Bluespace Location within this period.

If the Customer fails to move the Belongings on the correct date, Bluespace will move the Belongings to another Bluespace Location at the Customer's sole cost and risk.

Bluespace may (but is not obliged to) carry out an inventory of the Belongings present in the Bluespace Location in the presence of a bailiff after the Bluespace Location has been opened, it being understood that the costs of the bailiff's intervention will be borne by the Customer.

In addition, in the event of a request from the judicial authorities, Bluespace will at all times allow the authorities access to the Bluespace Location concerned.

## **13. TERMINATION OF AGREEMENT**

### **13.1 Due to expiry of the Agreement / early termination**

The Parties may terminate the Agreement early, subject to compliance with the notice periods and conditions set out in Article 4 of the General Conditions. The Agreement may be terminated at any time by either Party, subject to one (1) month's written notice.

When the Agreement is terminated, the Customer undertakes to (i) sign a contractual termination certificate provided by Bluespace and (ii) completely vacate the Bluespace Location.

In any case, if the complete and effective return of the Bluespace Location has not taken place on the day provided by the Customer, the notice given ceases to be effective.

Consequently, the notice will be deemed null and void, on the understanding that this will trigger the consequences of failing to provide notice.

The Customer will have to pay the Price in effect from the date on which the complete and effective restitution of the Bluespace Location should have taken place. He will also have to give a further 15 days' written notice.

In the event the Agreement expires because it has reached the end of its term, neither Party will have the right to claim any type of compensation, without prejudice to compensation for damages that may be claimed in the event the Agreement is terminated due to non-performance, under the conditions set out below.

Once the Agreement has reached its term, the Customer undertakes to return the Bluespace Location, having removed its padlock or its lock, in the state of cleanliness in which they found it.

The Customer must leave the Bluespace Location free of all Belongings. Failing this, Bluespace may charge the Client a penalty of two hundred euros (€200) to cover the cost of collection, cleaning, and transfer of the goods.

### **13.2 For non-performance of the obligation to pay the Price**

Failure on the part of the Customer to fulfil their obligation to pay the Price, as well as any delay in payment that is not remedied, will result in the penalties set out in article 5.4 of the General Conditions.

### **13.3 Withdrawal by a Consumer Customer**

A Consumer Customer who has exercised his right of withdrawal from a Contract whose execution has begun, at his request, before the end of the withdrawal period, will remain indebted to Bluespace for the payment of the Price (such as prorated according to the duration of his occupation of the Bluespace Pitch) until the date of communication of his decision to withdraw and will be required to return the Bluespace Location free of all Belongings at this date.

## **14. OUTSOURCING**

Bluespace may engage the services of various suppliers and service providers, in particular any company within the Bluespace group, for the purposes of providing the Bluespace Locations and, more generally, for the purpose of executing its obligations under the terms of this Agreement.

## **15. TRANSFER**

The Customer acknowledges that, in accordance with the provisions of Article 1216 of the Civil Code, Bluespace may freely transfer this Agreement in writing, without the Customer's prior consent. This transfer will take effect with respect to the Customer as soon as they are notified.

In such a case, in accordance with the provisions of article 1216-1 of the Civil Code, the Customer acknowledges that Bluespace will be released from its obligations under this Agreement, from the date of transfer of the Agreement, so that it will no longer be required to perform jointly and severally the obligations resulting from the Agreement.

## 16. NOTICE - CHANGE OF ADDRESS

As of the effective date of the Agreement, Bluespace will choose to communicate with the Customer, either by post (at the address mentioned in the Agreement), by email (at the email address specified by the Customer), or by telephone (at the telephone number specified by the Customer).

The Customer will be required to inform Bluespace in writing of any change of postal or electronic address or telephone number, before the date on which this change comes into effect.

## 17. PERSONAL DATA

Bluespace undertakes to comply with the Regulations Applicable to the processing of personal data, which include Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) as well as applicable French legislation.

Bluespace undertakes, in particular, to respect the fundamental principles relating to the processing of personal data carried out in relation to the Agreement signed with the Customer, namely:

- to process the personal data of data subjects lawfully, fairly and transparently;
- to collect personal data for specified, explicit and legitimate purposes, and not to process it further in any way that is not compatible with those purposes;
- to ensure that personal data is adequate, relevant and limited to what is necessary for the purposes for which it is processed;
- to ensure that personal data is accurate and kept up to date;
- to retain personal data in a form which allows identification of data subjects only for the duration required to achieve its intended processing purposes;
- to process personal data in such a way as to guarantee appropriate security, including protection against unauthorised or unlawful processing, using appropriate technical or organisational measures.

More specifically, within the framework of the Agreement, Bluespace is responsible for the processing of the Customer's data (and those of any

representatives the Customer may have) to which it has access within the framework of its services. As a result, Bluespace is responsible for complying with the obligations set out in Applicable Regulations, including those relating to informing data subjects, data subjects exercising their rights, and implementing appropriate security measures.

During the term of the Agreement, Bluespace undertakes to inform the Customer without delay when it is informed, discovers, or has reason to believe that the Customer's personal data has been subject to a breach, likely to affect the security, integrity or confidentiality of the personal data.

In accordance with Applicable Regulations, Customers have the right to access and rectify their personal data, as well as the right to deletion, objection and data portability, under the conditions defined by legislation. These rights are detailed in the personal data protection policy available on the website [www.bluespace.fr](http://www.bluespace.fr).

Customers may exercise their rights by sending an email to [lopd@bluespace.es](mailto:lopd@bluespace.es) or by sending a letter to the following address: Bluespace LOPD, Carretera Reial 141-143, 08960 Sant Just Desvern, enclosing a copy of a valid ID.

Customers also have the right to contact the Commission Nationale Informatique et Libertés (CNIL) for any complaint relating to the protection of their personal data.

## 18. APPLICABLE LAW AND COMPETENT COURTS

For all disputes, the Parties grant jurisdiction to the competent court of the place where the Bluespace Location is located, without prejudice to the right of Bluespace and/or the Consumer Customer to bring an action before any other competent court in accordance with the law.

The law applicable to the Agreement is French law.

In accordance with article L. 111-1 6° of the French Consumer Code, the Consumer Customer may request recourse free of charge to a consumer mediator in order to find an amicable solution to any dispute, within one (1) year following any written complaint addressed to Bluespace.

Bluespace's consumer ombudsman, the Association of European Consumer Ombudsmen (AME CONSO), can be contacted:

- either by completing the form on the AME CONSO website: [www.mediationconso-ame.com](http://www.mediationconso-ame.com);
- or by post addressed to AME CONSO, 11 Place Dauphine - 75001 PARIS.

However, the parties to the Agreement remain free to accept or refuse recourse to consumer mediation.

The solution proposed by the mediator is not binding on the parties to the Agreement.

## **19. GENERAL**

Should any clause of this Agreement become null and void, the other clauses of the Agreement shall remain valid and enforceable. Any clause that has become null and void will be replaced by a new valid clause that corresponds as closely as possible to the original meaning intended by the Parties before the clause became null and void.

The Customer declares that they unreservedly accept these General Conditions of the Agreement and agrees to receive these conditions directly in writing or by email to their personal address.

Bluespace may modify these Conditions, after having informed the Customer by mail or email. The amended General Conditions will come into force 30 days after the letter or email is sent. In the absence of written notification to the contrary from the Customer within 30 days of being informed, the Customer will be deemed to have accepted the modified contractual conditions. If the Customer does not agree to the amended General Conditions, the Customer may terminate the Agreement on the date on which the amendments to the General Conditions come into force (taking into account, however, the different periods of notice stipulated in article 4 of the General Conditions).