RÜTZU's

GENERAL TERMS AND CONDITIONS OF SALE

In force since: December 15th, 2024

1. OBJECT

These general terms and conditions of sale (hereinafter, "GTC") govern the use of the website [www.rutzu.com] (hereinafter, the "Site"), operated by the company SRL Rützu (hereinafter, "**Rützu**"), a company registered in Belgium under BCE number: 0767.675.222, with its registered office at 22, Avenue des Scarabées 1000 Brussels, Belgium.

The Site offers three distinct types of services:

- 1. **Rental and promotion of a retreat space**: Rützu offers a retreat space (hereinafter, the "Venue") for seasonal rental. The Site allows professional partners (hereinafter, the "Clients") to book the Venue to organize their own events, retreats, or stays.
- 2. Technical and commercial facilitation for stays organized at the Venue: For Clients who have booked the Venue to organize their own stays, **Rützu** provides a platform to promote, manage, and commercialize these stays to end users (hereinafter, the "Travelers"). Rützu acts solely as a facilitator and intermediary between the Clients and Travelers, with no direct involvement in the sale, organization, or execution of the stays. These stays are entirely designed, organized, and commercialized by the Clients. As such, Rützu is not a party to the sales or organization contracts for the stays.
- 3. Promotion of Retreats under the "Rützu" brand, commercialized by third-party partners:

Retreats identified under the "Rützu" brand are commercialized and organized by third-party partners who have entered into a specific agreement with Rützu. These partners are solely responsible for the sale, organization, and execution of such stays.

2. SCOPE OF APPLICATION

2.1. These GTC apply to any use of the Site, any booking made via the Site, and any matchmaking services provided by Rützu.

2.2. The specific GTC of the Clients exclusively apply to the stays proposed by the Clients via the platform. These GTC do not replace or amend the Clients' specific GTC.

2.3. For retreats commercialized under the "Rützu" brand, the partners who have entered into a commercialization agreement with Rützu are solely responsible for contractual obligations. These GTC do not replace or amend the partners' specific GTC.

2.4. Any use of the Site implies full acceptance of these GTC, which are available at any time on the Site.

3. RESPONSIBILITY OF RÜTZU

3.1. Limited role of Rützu as a facilitator:

Rützu acts solely as a technical and commercial intermediary by facilitating the connection between partners, Clients, and Travelers. In all cases, contractual relations for the sale of stays are exclusively established between the Traveler and the relevant Client or partner, in accordance with the applicable specific GTC. Rützu does not intervene in the organization or execution of stays and assumes no direct responsibility in this respect.

3.2. Payments:

Payments for these stays are made directly to the partners or Clients via the payment methods they provide. Rützu, as a technical service provider, facilitates these transactions through its platform but does not, under any circumstances, intervene in the receipt or management of funds, which remain the sole responsibility of the relevant partners or Clients.

3.3. Exclusion of liability:

Rützu does not guarantee the quality, availability, or conformity of the stays offered on the platform, except for stays under the "Rützu" brand commercialized by partners with a specific agreement.

3.3.1. Stays under the "Rützu" brand commercialized by partners:

Rützu commits to entering into agreements with selected partners who can guarantee the quality, availability, and compliance of retreats under the "Rützu" brand. However, any financial claims, disputes, or refund requests regarding these retreats must be addressed directly to the contracting partner, who is solely responsible for commercialization and financial commitments to the Travelers.

3.3.2. Stays commercialized by Clients:

For stays offered by third-party Clients via the platform, Rützu does not guarantee the quality, availability, or conformity of the stays. Any claims, disputes, or refund requests must be addressed directly to the contracting Client. Rützu ensures the availability of stays displayed on the platform unless a Client or partner has taken a direct booking without updating the platform. In such cases, the Client or partner will be solely responsible for the consequences, including any compensation owed to affected Travelers.

4. RESPONSIBILITY OF PARTNERS & CLIENTS

4.1. Partners and Clients are solely responsible for the offers they publish on the Site, their execution, and compliance with the legal and regulatory obligations applicable to the sale and organization of stays. In this regard:

a) They commit to providing accurate and complete information about their stays, including essential characteristics, price, cancellation conditions, and booking terms.

b) They commit to making their specific GTC available before any reservation is finalized by a Traveler.

c) They agree to comply with their own terms and conditions, including their cancellation policy as described in their specific GTC.

d) They certify having obtained all necessary licenses, permits, or authorizations required, if applicable, for the services they offer.

e) They commit to ensuring that the availability displayed on the Rützu platform accurately reflects the stays or services they offer. Since availability is updated directly on the platform, partners and Clients agree not to take direct bookings or use other channels that could lead to discrepancies or

undeclared unavailability. In the event of such a breach, the partner or Client will bear sole responsibility for any resulting consequences, including, but not limited to, full compensation or penalties owed to affected Travelers.

f) As the direct contracting party with the Traveler, they commit to issuing an invoice compliant with applicable laws and regulations, including fiscal obligations such as VAT declaration if required.

5. BOOKING PROCEDURE

5.1. Booking of stays:

a) Travelers select the stay of their choice on the Site and follow the steps indicated to confirm their booking.

b) Before final validation, Travelers must accept the applicable GTC for the stay, which are specifically provided by the contracting partner or Client.

c) By making the online payment, the Traveler accepts the initial offer issued by the partner or Client, including the price and description of the stay(s).

d) Once the booking is validated and payment is completed, a confirmation email and invoice are sent to the Traveler, summarizing the booking details.

e) Any cancellation or modification must be made in accordance with the applicable specific GTC.

5.2. Booking of the Venue:

a) Any Venue booking is governed by the terms and conditions defined in the "Venue Rental Agreement," which the Client must accept before confirming the booking.

b) Venues can only be booked including mandatory services (e.g., catering). These services are provided under the conditions defined in the Venue Rental Agreement and cannot be dissociated from the booking.

c) The booking of a Venue will only be considered confirmed after the Client has accepted the Venue Rental Agreement and payment has been received in accordance with the terms indicated in the agreement.

6. PRICING AND PAYMENT TERMS

6.1. Prices are expressed in euros (EUR), inclusive of all taxes, and do not include transport to the venue in the case of a stay reservation.

6.2. Payment is made at the time of booking validation and is transferred directly to the accounts of the Partners or Clients, depending on the selected Stay.

6.3. Accepted payment methods include bank cards and online payment solutions.

6.4. Except for payments related to the rental of the Venue, Rützu does not collect any payments other than its operating fee, which is paid by the Partners for the use of the platform.

7. CUSTOMER SUPPORT

7.1. Rützu offers support to answer general questions related to the use of the Site. Any specific claim or request related to a Stay must be addressed directly to the relevant Partner or Client.

8. APPLICABLE LAW AND DISPUTES

8.1. These GTC are governed by Belgian law. Any dispute relating to their interpretation or application will be submitted to the competent courts.

9. MODIFICATION OF THE GTC

9.1. Rützu reserves the right to modify these GTC at any time. The new GTC will apply to bookings made after their publication on the Site.

10. CONTACT INFORMATION

For any questions regarding these GTC, you can contact Rützu at the following address:

SRL Rützu 22, avenue de Scarabées 1000 Brussels, Belgium Email: info@rutzu.com