

# GENERAL TERMS OF SERVICES

## PREAMBLE

DAY USE SAS (hereinafter “DAYUSE”), a French joint stock company registered in the Register of Commerce and Companies (RCS) of Paris since 21/09/2010 under the number 524 948 924, with €80,934 of share capital, with its registered office at 5 rue Marguerite de Rochechouart 75009 Paris (and its affiliates), provides an online platform available on the website [dayuse.com](http://dayuse.com) and the DAYUSE mobile app for daytime hotel bookings in 25 countries.

The purpose of these General Terms of Service (hereinafter “General Terms”) is to govern the use by the customer (hereinafter “Customer”) of the DAYUSE Platform and its services.

## 1. DEFINITIONS

These definitions apply to the General Terms in their entirety:

“DAYUSE Platform” means the DAYUSE website, mobile website and application through which a Customer may access the services offered and make a booking.

“Hotel” means the hotel establishment partnering with DAYUSE whose offer or offers are available for booking on the DAYUSE Platform. Hotels have ratings of between 3 and 5 stars and are selected according to DAYUSE’s quality criteria.

“Service” means the room, activity or area booked at the Hotel for a specific time slot.

“Offer” means the Service(s) available at a Hotel and the associated terms of use. Each Offer shall state the components of the Service, its time slot, its price, the facilities accessible and the Add-ons available.

“Booking” means the Offer booked by the Customer on the DAYUSE Platform and any added Add-ons.

“Privacy Policy” means our personal data processing policy which states how we process personal data in accordance with current regulations and our cookie policy. It can be viewed on our website.

“Add-on” means any product or service which can be added to a Booking and which may entail an additional cost. These may include, without being limited to: love boxes, drinks, snacks, parking spaces, meeting rooms, etc.

“Taxes” means the taxes that apply to some of our Offers, which are payable to the Hotel directly. These are Taxes that are charged by the Hotel in accordance with its policy or taxes that are charged locally in accordance with local laws and customs. VAT and booking fees are not included in these Taxes.

Defined terms have the same meaning whether they are used in the singular or the plural.

## 2. GENERAL ASPECTS

The Customer undertakes without reservation to comply with these General Terms. The General Terms shall take precedence over any contractual or non-contractual document that may have been exchanged between the Customer and DAYUSE (hereinafter collectively “Parties”).

These General Terms have the force of a legal contract between the Parties.

The General Terms applicable between the Parties are the General Terms in force on the date when the Booking is confirmed by the Customer on the DAYUSE Platform.

## 3. ACCESS TO THE WEBSITE AND APPLICATION

The DAYUSE Platform may be accessed free of charge in any location by a user who has Internet access. The services offered on the DAYUSE Platform may only be used by adults.

The mobile application is accessible on iOS and Android.

The user has access to the whole website but can create a customer account to make Bookings easier and access more functionalities.

Access to the DAYUSE Platform enables the user:

- to make bookings at Hotels in 25 different countries;
- to search for specific services at Hotels;
- to view the availability and booking rates of Hotels.

**4. CUSTOMER ACCOUNT**

4.1 The Customer can create a user account by clicking on the “My Account” button. They must then enter an email address and a password that will become their login details to access their customer account. Through their customer account, the Customer can access current or future Bookings and their booking history.

4.2 The Customer can access their personal details in their customer account and change them at any time. For security reasons, the email address linked to the account cannot be changed by the Customer in their account. To change the email address linked to an account, please send us a request at [contact@dayuse.com](mailto:contact@dayuse.com) or [dataprivacy@dayuse.com](mailto:dataprivacy@dayuse.com). We will then delete the account so that a new one with a new address can be created.

4.3. The Customer can delete their account if they wish in the application via the account deletion section or by sending an email to [dataprivacy@dayuse.com](mailto:dataprivacy@dayuse.com) in accordance with our Privacy Policy. The account cannot be deleted if a booking made from the account is currently taking place or due to take place in the future. Deletion of an account results in anonymisation of the personal data associated with it.

**5. BOOKING**

5.1 The Customer must confirm that they are over the age of 18 for the purposes of making a Booking. The Hotel is not obliged to honour a Booking if the Customer is a minor.

5.2 The Customer may make a Booking with a Hotel in any territory where DAYUSE is present. They can search by city, hotel or criteria or use their location in order to find Offers within their geographical area. It is not mandatory to create a DAYUSE customer account in order to be able to make a Booking. To make a Booking, the Customer must select the chosen Offer corresponding to a Service. Add-ons may also be added. Each Offer shall state the available Add-ons. The price of these services shall be indicated and added to the Booking when the selection is made. In order to finalise the Booking, the Customer must provide their contact details including their email address. The Customer can confirm their Booking after checking the summary. When the Booking is confirmed, a confirmation email is sent to the Customer at the address provided. If no email is received, the Customer is invited to look in the junk folder of their email account. The Customer must keep their Booking details so that they can present them at the Hotel.

5.3 The Customer may make a special request or provide further details to the Hotel before confirming their Booking. If the number of guests exceeds the number of available bedspaces, the Customer must specify the number of guests as a special request. The request will be considered subject to the Hotel’s capacity or terms. In this event, the Hotel reserves the right to refuse the request, and where appropriate, DAYUSE shall inform the Customer as soon as possible before the day of their Booking that their request cannot be granted.

5.4 In accordance with our Privacy Policy, DAYUSE may contact the Customer in order to carry out satisfaction surveys or confirm information about the Booking made, solely for the purpose of improving its service.

**6. PRICES AND RATES**

6.1 The price stated in the Hotel’s Offer shall be the price of the Service, including VAT, to which booking fees and Taxes may be added depending on the Offer. The price of any Add-ons selected shall be added to the total amount of the

Booking.

6.2 Booking fees may apply at some Hotels. Where they are applicable, these fees shall be indicated as a “Prepayment” in the Offer and must be paid at the time of the Booking on the DAYUSE Platform or at the time of check-in.

6.3 Additional Taxes may be applied to some Offers, and where applicable, they are indicated in the Offer summary. The amounts of these Taxes are given in the Offer for indicative purposes only and shall not be binding on DAYUSE. The amounts of these Taxes are communicated to DAYUSE by the Hotel itself, and DAYUSE cannot be held liable if the amount stated in the Offer is inaccurate.

6.4 On arrival at the Hotel, the Customer may be asked to pay a deposit depending on the Hotel’s terms, this shall be stated in the Offer. If a deposit is paid by bank card, it shall be paid back to you when you leave as per the general terms and conditions of your card.

**7. PAYMENT TERMS**

7.1 DAYUSE uses several different payment arrangements. Payment arrangements vary between Offers according to the territory and Hotel and whether or not booking fees apply. Payment can be made in the four following ways:

- a) The Customer pays nothing when confirming their Booking on the DAYUSE Platform and pays the full price of their Booking including any booking fees to the Hotel directly when checking in;
- b) The Customer pays the full price of their Booking on the DAYUSE Platform when confirming and no payment is made at the Hotel. No payment shall be requested by the Hotel except any deposit payable as stated in the Offer.
- c) The Customer only pays the booking fee on the DAYUSE Platform and the rest of the price of the Service is paid at the Hotel when checking in.
- d) The Customer pays the full price of their Booking on the DAYUSE Platform and pays the additional Taxes, if any, at the Hotel.

At the time of each Booking, the payment and cancellation terms shall be stated in the Offer. No new payments can be made to the Hotel in respect of a Booking paid for on the DAYUSE Platform (see b) and d)) except a deposit (clause 6.4) or additional Taxes if indicated at the time of booking.

7.2 Where payment is made on the DAYUSE Platform, it shall be made by bank (credit or debit) card (Visa, MasterCard, American Express, etc.). Payment shall be made in the currency selected on the DAYUSE Platform. Once payment has been made and confirmed as per the Customer’s bank’s online payment arrangements, the Customer shall receive an email confirming the Booking and the online payment. The final invoice may be given to the Customer by the Hotel upon request.

7.3 Payments at the Hotel can be made by bank card, in cash or by cheque up to the limit set by each Hotel. The arrangements for paying at the Hotel shall be stated for each Offer. The payment made to the Hotel shall be made as per the Hotel’s payment terms and DAYUSE cannot be held responsible for this. The final invoice may be given to the Customer by the Hotel upon request.

7.4 If fraud or a payment not authorised by the Customer is suspected, the Customer must contact DAYUSE as quickly as possible.

**8. PROMOTIONAL CODE**

- 8.1 Promotional codes are sent by DAYUSE only by email, SMS or notification as part of a promotional campaign.
- 8.2 The amount of the promotional code can be a monetary amount (in the currency of the country where the promotional code apply) or a percentage discount. Each promotional code has a limited validity period and cannot be used outside the period indicated in the email, SMS or notification sent. Each promotional code can only be used once and for one booking. Promotional codes are limited geographically to the country indicated on the packaging.
- 8.3 Some of Dayuse's partner hotels are not eligible for the application of a promotional code. The DAYUSE Platform indicates whether the hotel is eligible for promotional codes.

8.4 The difference between the price of the reservation and the amount of the promotional code can be paid according to the payment methods available at the selected hotel. No minimum amount is required to use the promotional code.

The promotional code cannot be used to purchase a gift card. A promotional code and gift card cannot be combined for one booking, and promotional codes cannot be combined.

8.5 Promotional codes cannot be sold. The amount of the promotional code will not be refunded if the reservation is cancelled.

For any issue concerning the use of a valid promotional code, the Customer may contact Dayuse customer service.

**9. CANCELLATION AND MODIFICATION**

9.1 Bookings cannot be changed. A Booking can be cancelled and a new Booking can be made as provided in clause 9.2.

9.2 There are different cancellation terms depending on the Offer and the chosen payment method.

9.2.1 Payment by bank card on the DAYUSE Platform - Where the Booking has been paid for in full by bank card on the DAYUSE Platform, in accordance with Article 7.1 clauses b) and d), the Booking shall be neither refundable nor cancellable, except in the event of force majeure.

9.2.2 Payment at the Hotel - Where the Customer has chosen to pay at the Hotel, in accordance with Article 7.1 clauses a) and c), the Booking shall be cancellable at no charge up until the time of check-in. Booking fees paid in advance by bank card are non-refundable.

**10. RIGHT OF WITHDRAWAL**

Pursuant to Article L221-28 12° of the French Consumer Code and Article 16 of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, the right of withdrawal is not applicable to accommodation services.

**11. THE CUSTOMER'S OBLIGATIONS**

11.1 The Customer undertakes to arrive at the Hotel on the day and at the time of their Booking or to cancel the Booking through the DAYUSE Platform. If the Customer fails to arrive at the Hotel without having cancelled in advance, any payment or prepayment already made shall not be refunded.

11.2 The Customer undertakes to comply with the terms of their Booking, including the check-in and check-out times.

11.3 The Customer undertakes to comply with the internal regulations of the Hotel that takes the Booking and to respect its staff. The Customer shall be solely responsible for their actions at the Hotel and for any persons accompanying them during the Booking.

11.4 The Customer undertakes to use the services of DAYUSE in accordance with the applicable laws and regulations in force during their Booking. The Hotel shall be exempt from providing the service if staff of the Hotel find that there has been behaviour contrary to the applicable laws and regulations or its internal regulations.

11.5 When checking out, the Customer shall confirm that they have paid for anything they may have consumed at the Hotel in accordance with the Hotel's policy. DAYUSE may contact the Customer on the Hotel's behalf in the event of non-payment.

11.6 If damage or losses are suffered by the Hotel, the Customer undertakes to compensate the Hotel for its loss or to reimburse it for the resulting costs in accordance with the Hotel's policy.

11.7 The Customer may be blacklisted for failure to perform their obligations under this clause. Once blacklisted, the Customer can no longer make any Bookings or use the services of DAYUSE. The Customer can appeal the blacklisting by contacting our customer service department. The latter may, at its discretion, remove the Customer from the blacklist after considering their situation.

## 12. OBLIGATIONS AND LIABILITY OF DAYUSE

12.1 DAYUSE acts as an interface between its users and partner hotels. DAYUSE undertakes to send the Hotel all information necessary for the Customer's Booking to go smoothly. DAYUSE's liability is limited to the provision of this service.

12.2 The Hotel's services are governed by its own terms of sale and its internal regulations. DAYUSE cannot be held liable for inadequate performance or inadequate provision of the Hotel's services. DAYUSE cannot be held liable for inadequate performance resulting from causes over which DAYUSE cannot reasonably have any control and which are unattributable to it or constitute force majeure as defined by law.

12.3 DAYUSE shall not be liable for any damage, incident, loss or theft that may occur during the Customer's stay at the Hotel. DAYUSE cannot be held responsible for any incident, accident or other event contrary to current regulations that occurs at the Hotel. DAYUSE strongly condemns all illegal activities and practices contrary to the applicable laws and regulations and undertakes to cooperate with the competent authorities if there are any indications of fraud, trafficking or other illegal activities detected during the course of the services provided by DAYUSE in accordance with our privacy policy and all regulations applicable to personal data.

## 13. ASSISTANCE AND COMPLAINTS

13.1 For any difficulty during the Booking or upon arrival at the Hotel, the Customer can contact our customer service department:

- by telephone: +33 1 76 38 13 63 (the price of a local call may vary from country to country);
- by email: [contact@dayuse.com](mailto:contact@dayuse.com).

To enable us to deal with requests as quickly as possible, the Customer should provide the following details:  
booking number;

- customer account number, if any;
- email address;
- any documents that may help us to handle their request.

The customer service department reserves the right to carry out all necessary checks, including on the identity of the person who makes the request or the information given in relation to the complaint. The customer service department is not authorised to pass on information to third parties in accordance with the applicable personal data protection laws and regulations.

13.2 The customer service department shall consider every request or complaint and decide, at its discretion, in light of the inconvenience caused, what action should be taken, if any.

13.3 Cancellation of booking by the Hotel - If the Hotel informs DAYUSE that it cannot provide the Service before the day of check-in but less than 72 hours in advance, DAYUSE shall find an equivalent Service at an equivalent price. If there is a difference in price with respect to the original Booking, we shall refund the difference. If no alternative Service is available, DAYUSE shall offer the Customer compensation. This provision does not apply to any new bookings made by the Customer with no involvement from DAYUSE.

13.4 Refusal upon arrival at the Hotel - If the Hotel cannot take or rejects the Booking when the Customer arrives at the Hotel and equivalent alternative accommodation in the same geographical area is offered by the Hotel, the resulting additional travel costs shall be refunded.

If the Hotel cannot offer equivalent alternative accommodation, the Customer is invited to contact the customer service department. Our team shall look for alternative accommodation for the Customer at an equivalent hotel which is close to the chosen Hotel and as similar as possible to the Booking with an equivalent Service, subject to daytime availability. If there is a difference in price with respect to the Booking, we shall refund the difference.

If alternative accommodation cannot be found, our customer service department shall refund the Booking if it has already been paid for and provide compensation for the Booking.

If the Customer contacts DAYUSE outside of its opening times and DAYUSE cannot deal with their request, the Customer can contact the customer service department by email in order to inform us of the issue. If the Customer needs to go to another hotel or make another booking at an equivalent hotel providing an equivalent service without our assistance, we undertake to refund the difference. We reserve the right to refuse to give a refund if we judge it to be disproportionate to the original Booking.

If alternative accommodation cannot be found, our customer service department shall refund the Booking if it has already been paid for and provide compensation for the Booking.

13.5 Overpayment to Hotel - If the payment requested at the Hotel does not match the price given on the DAYUSE Platform, any overpayment or expenditures not foreseen for the selected Service and access to the facilities shall be refunded.

This provision does not apply to differences relating to Taxes that fall under provision 6.3. This provision does not apply to drinks or additional items requested or ordered by the Customer at the Hotel.

13.6 Double payment - If payment has been made on the DAYUSE Platform and the Hotel requests another payment (other than a deposit), the amount paid twice shall be refunded to the Customer.

**14. PERSONAL DATA**

DAYUSE processes personal data in accordance with current regulations. The Customer is invited to read the Privacy Policy in order to understand how their personal data are processed.

**15. APPLICABLE LAW AND COURTS WITH JURISDICTION**

These General Terms are governed by the law of Hong Kong.

Any dispute over the formation, interpretation or performance of these General Terms shall be subject to the sole jurisdiction of the courts of Hong Kong even where there are multiple defendants or a third party is joined to the proceedings.

**16. DISPUTE RESOLUTION**

If you have any complaints, we invite you to contact our customer service department.

For any dispute over the performance of this contract, the Customer may have recourse to the consumer mediator with whom DAYUSE is affiliated.

If you reside in a country within the European Economic Area, you may use the European dispute resolution platforms: <https://ec.europa.eu>.

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**CUSTOMER REVIEWS TREATMENT POLICY**

DAYUSE customers can leave a review of their DAYUSE experience at one of its partner hotels. DAYUSE collects reviews and checks they comply with the applicable regulations to ensure customers are given reliable and clear information.

After a customer makes a booking and stays at a hotel, they are sent an email inviting them to leave a review of their experience at the hotel should they wish. The customer can leave a review within 10 days of receiving the email.

The customer is asked to complete a survey based on several criteria (value for money, facilities, etc.). They can also leave a general comment on the hotel and its services.

There is no charge or reward for posting a review.

When posting a review the customer must guarantee that:

- the content of their review is true and accurate;
- they are 18 or over;
- they made the booking via the DAYUSE website or app and stayed at one of our partner hotels during the daytime.

**How do we moderate reviews?**

DAYUSE aims to ensure maximum transparency for its customers while respecting hoteliers, their staff and the DAYUSE teams. DAYUSE therefore checks and moderates all reviews and comments in accordance with legal regulations to ensure its customers have access to clear, honest and reliable information that respects others. DAYUSE wants every customer to be able to report on their experience while ensuring that feedback does not contravene applicable laws and customs. All reviews must be polite, appropriate and related to the service offered by the partner hotel.

All customer reviews submitted are subject to verification by our teams. This process may take some time, depending on the number of reviews left. Reviews are generally processed within a maximum of one month.

Reasons for us rejecting a review include, but are not limited to, the following:

- the review contains language or comments that are abusive, disrespectful, derogatory, indecent or aggressive towards our teams or hotel staff;
- the review contains comments that are unlawful or immoral;
- the review is disproportionate, abusive, obviously misleading or defamatory;
- the review contains unfair statements that fail to reflect the reality of the situation;
- the review is unrelated to the subject at hand or the service provided by the hotel;
- the review is unintelligible, makes no sense or contains a meaningless sequence of characters;
- the review is submitted by someone who has never made a booking through DAYUSE;
- the review contains personal information pertaining to the customer or a third party;
- the review relates solely to the service provided by DAYUSE and does not relate to the service provided by the hotel.

If the review is accepted, it will be posted on the page pertaining to the hotel in question. Once posted, reviews cannot be modified, but can be deleted at the customer’s request. A review may also be deleted if it no longer appears relevant because it was posted a long time ago.

DAYUSE partner hotels can also report reviews. A hotel may report a review to us if it appears to be inconsistent, misleading or inaccurately reflects the service provided. DAYUSE checks if the hotel's request for deletion or rejection is justified and informs the person who left the review of the decision taken.

Finally, DAYUSE may contact a customer who has left a review for the purposes of improving our services or dealing with any dissatisfaction.

Please contact our customer services department at [contact@dayuse.com](mailto:contact@dayuse.com) should you have any comments or complaints.