

General Conditions of Use

Premium Village online Marrakech

1. LEGAL NOTICES

The website Premium Village Marrakech (www.premiumvillagemarrakech.com) is owned by the company AVENIS real estate developer in Morocco incorporated as a limited company (headquarters: Espace Jet Business Class building, Atttaoufik 16-18 subdivision, Sidi Maârouf, Casablanca, Morocco). The domain name is registered in favour of AVENIS. The data controller is the marketing department of AVENIS.

Access to and use of www.premiumvillagemarrakech.com (hereinafter referred to as the Website or the Site) is subject to these Terms of Use and to applicable laws and/or regulations.

Connection to and access to the Site implies full and unreserved acceptance by the user of all the provisions of these terms and conditions.

AVENIS reserves the right to modify and/or update, without notice, these Terms of Use as well as the elements contained on the Site. All of these changes are mandatory for the user when accessing the Site.

2. PUBLICATION and ACCOMMODATION The Site is hosted by: WIX.com Ltd

3. SITE PRESENTATION

The Site presents information on the real estate project called «Premium Village Marrakech» from the developer, the company AVENIS.

The information presentation pages are published by AVENIS.

The Site allows its users to:

- Access information about the project, its facilities, its apartments in several possible forms (presentation of content on the site, brochure, photo libraries, videos, location google map, links to dedicated pages of social networks etc.).
- Make an appointment for a visit that may take place on-site or virtually.
- Contact the AVENIS call cell for any request concerning said project and the services offered by using the dedicated telephone number, by moving directly to the site using the project address, by communicating through an exchange application («chat») by filling in a form to be contacted by a call, an email, sms.

The User cannot book an apartment or other service offered by AVENIS online. The images of the projects, test apartments and others presented on the Site are not contractual, the appearance of the products presented may possibly vary.

4. COOKIES

The protection of your personal data and cookies is our priority. We invite you to read our **Privacy Statement** attached.

5. INTELLECTUAL PROPERTY RIGHTS

All the intellectual property rights of the Site and its graphics, images and content are the exclusive property of AVENIS. Any reproduction, distribution, public communication, representation, use, adaptation, modification, incorporation, translation, marketing, partial or integral, by any process, in any form and on any medium whatsoever (paper, digital,...) All or part of its content is prohibited without the prior written permission of AVENIS, under penalty of constituting an offence of infringement of copyright and/or design and/or trademark, punishable in accordance with the laws in force.

6. PROTECTION OF PERSONAL DATA

The protection of your personal data is our priority. We invite you to read our **Privacy Statement** attached.

In accordance with Law no. 09-08 on the protection of natural persons with regard to the processing of personal data, each User has a right of access to and rectification of information concerning him or her and a right to object to the processing of such information. This right can be exercised with AVENIS at the following address: Espace Jet Business Class building, Attaoufik 16-18 subdivision, Sidi Maârouf, Casablanca, Morocco. AVENIS does not share, give or sell personal information identifying users to third parties for their own use. This processing was authorized by the CNDP under number no. (CNDP declaration being processed).

7. SECURITY

The User undertakes, in the use he will make of the Site, to not carry out any manipulation likely to generate computer failures, functional or any order that could affect the functioning of the Site or any service accessible through it. In particular, the User undertakes to make available only reliable information and data, not likely to affect the functioning of the Site or any service accessible through it. The use that will be made on the Site or any service accessible through it must respect all applicable national and international regulations, as well as the rights of third parties and must not prejudice AVENIS in any way.

8. LIMITATION OF LIABILITY

Users use the Site under their responsibility. AVENIS and the members of its network may not be held liable for any loss of data or program resulting from the use of the Site or sites affiliated to it or the sites to which it refers.

9. APPLICABLE LAW

The General Conditions of Use are subject to Moroccan law.

In the event of a dispute concerning the interpretation or execution of these General Conditions of Use, the choice of the competent court will be made in accordance with the rules of Moroccan common law.

ANNEX: DECLARATION OF CONFIDENTIALITY

The purpose of this Privacy Policy is to inform you, in accordance with the applicable Personal Data Protection Regulations (which means the law n°09-08 relating to the protection of natural persons with regard to the processing of personal data), the conditions for the processing of your personal data by AVENIS. As part of its action, AVENIS only requests the following information: last name, first name, Email and telephone number.

1. What are the purposes of the processing of your personal data by AVENIS and what is the legal basis for this processing?

Consultation of the Site is possible without the User having to reveal his identity or any other personal information concerning him.

AVENIS may be required to disclose any information concerning the User in order to comply with any applicable law or regulation, or to respond to any judicial or administrative request.

The purposes for which we collect information are:

- Manage and optimize the customer relationship in all its possible forms.
- Process your request for information and appointment.
- Share any promotional information about our products and services related to any AVENIS real estate project
- Maintain a customer relationship based on positive and rewarding communication.
- Conduct surveys, surveys or statistics to better assess the quality of our services and products, anticipate the needs and satisfaction of our customers and develop new functionalities accordingly.
- Analyze and optimize site functionality.
- For our legitimate interests as a company, provided that such use is at all times proportionate and respectful of your privacy rights.

Your prior consent will be obtained by checking the box for this purpose when you provide your personal data to AVENIS. AVENIS will then be able to contact you by email, phone and text.

2. Who are the recipients?

The personal data we process will be shared by AVENIS, to a limited number of recipients depending on the purpose of the processing.

All recipients are bound by an obligation of confidentiality and compliance with the applicable measures in accordance with Law n°09-08 on the protection of natural persons with regard to the processing of personal data.

3. Are your personal data transferred outside Morocco?

AVENIS may transfer your personal data to recipients located in countries outside Morocco, in particular in the case of hosting our website from a foreign hosting company. Transfer conditions are protected

In accordance with the applicable Personal Data Protection Regulations.

4. How long do you keep your personal data?

The retention period of your personal data collected by AVENIS may be determined according to the purpose of the data processing according to the following criteria:

- Data stored for specified purposes shall be kept for as long as necessary for the purposes of processing personal data as defined in Article 1 above.
- Your personal data are then archived for use in the event of a dispute or dispute during the limitation period applicable to the subject of the dispute and then anonymized or deleted.

5. How do we use cookies?

WHAT IS COOKIES ?

The Commission Nationale de l'Informatique et des Libertés defines cookies as

« a small text file deposited on your hard drive by the server of the site you are visiting. It contains some data, including:

- *The name of the server that wrote it;*
- *Usually an identifier in the form of a single number;*
- *Possibly an expiry date.*

This information is stored on your computer in a simple text file that a server accesses to read and record information. A cookie must be attached to a unique domain name (that of the server that deposited it) so that only a request from the same server can access it.”

As part of the improvement of its services, cookies may be placed on the user's computer in order to generate statistics on the use of the Site (the most visited pages, the frequency of access to the site, etc.). The statistics generated using these cookies are kept for a period of two years.

AVENIS Internet advertisements are displayed on third-party websites and set up by third parties who use their own cookies to analyze how many people have seen and/or clicked on an advertising banner. These third-party cookies come from the cookie policies of the companies that place them and we have no access to read or create these cookies.

6. What are your rights and how can you exercise them?

In accordance with the applicable Personal Data Protection Regulations, you have the right to access, rectify, delete, limit processing, obtain a copy of your personal data for your own use

Needs, as well as a right to object to the processing of your personal data when such data are processed for direct marketing purposes.

All these rights apply within the limits set by the applicable Personal Data Protection Regulations. However, AVENIS does not have any means of controlling the content of third-party sites appearing on its site or external sites with hypertext links to the Site.

You can exercise these rights upon request to AVENIS, Espace Jet Business Class Building, Attaoufik 16-18 Subdivision, Sidi Maârouf, Casablanca, Morocco.