

#### **LEGAL NOTICE**

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#### **CONDITIONS OF USE OF THE WEB SITE**

APG AIRLINES thanks you for using its website, www.apg-airlines.com.

Your use of the www.apg-airlines.com website and the data on our company are subject to the terms and conditions set out below; Please read this before using this site.

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#### ARTICLE 1 - GENERAL

- 1.1 The use of this site is reserved exclusively for the individuals as well as the companies and associations in account have personal codes of access.
- 1.2 By using this site you declare that you have the right and the legal capacity to conclude this contract of use and those for which you engage by using the APG AIRLINES website. By using this site, you also acknowledge that you have had the opportunity to review the conditions and warnings detailed on this page and accept them without reservation.

#### ARTICLE 2 - ACCEPTANCE

- 2.1 The use of the site www.apg-airlines.com means that you accept all the terms of these conditions.
- 2.2 If you are not satisfied when using the www.apg-airlines.com website or all or part of these conditions, your sole and exclusive remedy will be to cease using the www.apg-airlines.com website .com.



2.3 - These conditions of application also apply when you use the APG AIRLINES website or parts of this site from other Internet pages that allow full or partial access to the APG AIRLINES website.

#### ARTICLE 3 - AUTHORIZED USES

3.1 - Only the use of the website www.apg-airlines.com and its on-line services in order to verify the availability of goods and services related to transport carried out by APG AIRLINES, to request group rates, To subscribe to services offered or to inquire about the products supplied and on the company APG AIRLINES are authorized.

3.2 - Only the use of this site under the conditions mentioned above is authorized.

#### ARTICLE 4 - PROHIBITED USE

- 4.1 It is forbidden to use this site in order to defame, harass, prosecute, threaten, abuse or otherwise violate the rights of others as defined by the legislation in force.
- 4.2 It is forbidden to use any device, mechanism, software or other script that could disrupt the operation of the www.apq-airlines.com website.
- 4.3 It is forbidden to interfere with or interfere with the operation of this site or APG AIRLINES computers and software or any other person in any way, including, without limitation, By loading, downloading or transmitting corrupted files or computer viruses.
- 4.4 It is forbidden to overload the infrastructure of the website.
- 4.5 It is forbidden to block, overwrite, modify the content of site or to interfere in any way with its contents.
- 4.6 It is prohibited to obtain, to try to obtain, by any means, unauthorized access to the website www.apg-airlines.com or to use a password or an identification number Personal when connecting to this site or to misrepresent his identity or authority on behalf of another person.
- 4.7 It is illegal to download to or from the server files that are distributed via the website www.apg-airlines.com.

#### **ARTICLE 5 - CONTENT**

- 5.1 The information contained in this site has been compiled in order to provide information on the services offered by APG AIRLINES to professionals of travel agencies. Even if APG AIRLINES endeavors to keep the information specified on this website up-to-date, no representation or warranty is made as to the completeness or accuracy of this information.
- 5.2 The contents of the website are delivered "as is" without any warranty or representation, either implicit or explicit. In particular, it does not include any implied warranties or conditions of merchantability, fitness for a particular purpose or non-infringement.
- 5.3 The services and products offered on the www.apg-airlines.com site may not be available on the whole network for reasons specific to or outside APG AIRLINES. A reference to goods, products and / or services without geographic limitation does not mean that they are offered or that APG AIRLINES intends to offer them in all regions of the world.
- 5.4 All photographs and documents illustrating the products offered on this site are not contractual and can not engage the responsibility of APG AIRLINES



#### ARTICLE 6 - INTELLECTUAL PROPERTY

- 6.1 All data, texts, information, images, photographs or any other content disseminated on the site are protected by intellectual property law by APG AIRLINES or third parties for whom a contract of Has been concluded with APG AIRLINES. Therefore, access to our site gives you only a private and non-exclusive use of this site.
- 6.2 Any reproduction, representation, use or adaptation, in any form whatsoever, of all or part of the elements of the site without the written agreement of APG AIRLINES constitutes an act of infringement sanctioned by the Code of Property Intellectual.
  6.3 All trademarks (brand names and logos) and any other distinctive signs appearing on our site are the property of APG AIRLINES or its partners.

Consequently, any reproduction and / or representation, and any use of these distinctive signs are prohibited, unless written authorization of their holder

#### ARTICLE 7 - LINK TO OTHER WEB SITES

7.1 - APG AIRLINES offers links to third-party sites on its website www.apg-airlines.com.

The use of hypertext links to other sites or Internet resources will be at your own risk. The content and accuracy of these sites, as well as the opinions expressed and other links provided on these sites, are not subject to any control, are not verified, monitored or approved by APG AIRLINES.

- 7.2 APG AIRLINES is not responsible for hypertext links to this site.
- 7.3 APG AIRLINES prohibits any person from setting up such a link without his prior written authorization and reserves the right to withdraw his agreement relating to a link at any time.

#### **ARTICLE 8 - RESPONSIBILITY**

- 8.1 Access to and use of software and other media on or through the www.apg-airlines.com site is at your own risk. We can not guarantee the reliability, the stability of these software or the absence of viruses.
- 8.2 By accessing and / or using any information or data obtained from or through this website or, that made available on this site, you agree that APG AIRLINES shall not be liable to you or Any other person from any direct or indirect loss or damage (including, without limitation, loss or alteration of data, loss of profit, loss of any chance) arising out of, or arising out of, Any use of the information and / or data, whether such information and / or data is obtained from or made available thereon or by accessing any other data on the Internet via links on that site .
- 8.3 APG AIRLINES accepts no responsibility for the accuracy, content, availability or omission of information found on third-party sites, and links to and from this website. You must therefore perform all your checks and verifications before proceeding to any online or offline access or transaction with any of these third parties.

We do not guarantee the security of any information that you may transmit or that you may be required to provide to any third party. You irrevocably waive any claims



against us in the event of loss or damage suffered as a result of any access to, or interaction with, any other website via this site.

- 8.4 APG AIRLINES assumes no responsibility for the timeliness, accuracy, completeness or quality of the information made available by third parties.
- 8.5 By accessing this site, you acknowledge that we can not be held responsible for any expenses (including attorney's fees) and damages resulting from your use of this website.
- 8.6 The exclusions and limitations specified above apply only to the extent and to the extent permitted by the applicable regulations.

#### ARTICLE 9 - MODIFICATION

- 9.1 APG AIRLINES may modify at any time and without notice all or part of this site.
- 9.2 Amendments made by APG AIRLINES may be retroactive.
- 9.3 No agent of APG AIRLINES or third parties is authorized to change, modify or delete any of the provisions of these conditions.

#### **ARTICLE 10 - NULLITY**

If one or more stipulations of the General Terms of Use are held to be invalid or declared to be invalid by law, regulation or as a result of a final decision of a competent court, the other stipulations will remain in force. Force and will retain their full force and reach.

#### ARTICLE 11 - COMPETENT LAW AND TRIBUNAL

- 11.1 These terms of use are governed by French law.
- 11.2 In the event of disputes arising out of the execution or interpretation of these conditions of use, the dispute shall be brought before the Tribunal de Commerce de Paris and in default of jurisdiction of the latter, before any other jurisdiction that will be competent



#### PRIVACY POLICY FOR PERSONAL DATA PROTECTION

APG AIRLINES has developed and adheres to a privacy policy to protect your privacy.

- 1. PROTECTION OF PERSONAL DATA
- 2. COLLECTION OF DATA
- 3. USE OF DATA
- 4. TRANSFER OF DATA
- 5. RIGHT OF ACCESS, MODIFICATION OF PERSONAL DATA AND OPPOSITION
- 6. USE OF COOKIES
- 7. MODIFICATIONS

#### 1. PROTECTION OF PERSONAL DATA

#### 1.1 GENERAL INFORMATION

APG AIRLINES declares to carry out an automated processing of all the personal data communicated.

The fact of communicating to us the personal data implies acceptance of your part of the automated treatment of the personal data.

Your data will be collected, processed and / or transferred to provide you with information or services. APG AIRLINES will only use your personal data for this purpose. We will not sell, rent or exchange to third parties any information concerning you without prior express consent, except in the exceptional case where APG AIRLINES is legally required to do so.

The collection, processing and transfer of your personal data is carried out in accordance with Law No. 78-17 of 6 January 1978 as amended by the Law of 6 August 2004.

#### 1.2 DATA SECURITY

The security of personal data kept by APG AIRLINES is the subject of a special policy and measures. The information you have provided to us is kept and / or transferred in a secure manner in accordance with the APG AIRLINES security policy (To view the security policy, click here).

#### 2. COLLECTION OF DATA

APG AIRLINES may collect personal data by using its website, telephone or mail when requesting a brochure, booking, subscription to the SUBSCRIPTION or PREFERENCE programs, when registering at A contest, a promotion or a newsletter, in response to an inquiry or questionnaire.

Information that may be collected include:

Your civil status (civility, surname, first name, date of birth, postal address, telephone);

Your delivery and / or billing address, if applicable;

Your e-mail address (personal or business);

Your passport number and your nationality;



Your shortcuts on the site www.apg-airlines.com;

The history of the reservations and purchases you made, the pages of the site you visited and the type of browser you are using; and

The contents of your correspondence by any medium whatsoever Some of this personal data may be collected and stored temporarily and directly by cookies when you use the www.apg-airlines.com website.

#### 3. USE OF DATA

The personal data are processed and / or transferred in order to provide you with information or services

#### 3.1 UTILIZATION OF PERSONAL DATA FOR A RESERVATION

If you make a reservation with APG AIRLINES, the data you have sent us will be used to answer your transport request.

This personal data will be used for the following purposes: accounting, billing and auditing, verification and selection of credit cards or other payment cards, immigration and customs control, security, administrative and legal reasons, statistical and marketing analyzes, operation of loyalty programs, Customer surveys, customer relations and to assist us in future transactions in order to identify your needs for example.

#### 3.2 NON-MARKETING USE

APG AIRLINES uses the personal data that you provide for administrative purposes and for any other purpose clearly indicated on the entry forms or when requesting by mail or telephone according to the terms and conditions of this document. APG AIRLINES also uses the personal data you provide for the purpose of conducting statistical and research studies focused on sales and marketing, tracking the pages consulted at www.apg-airlines.com and the navigation Visitors to the site, monitoring and targeting marketing campaigns and marketing e-mails. In addition, the laws of different countries require that APG AIRLINES and other airlines collect "Passenger Information to be disclosed" (passport information and other related information) for all passengers before traveling to or from Of these countries. APG AIRLINES will forward this information to the customs and immigration authorities if they so request.

#### 3.3 CLIENT STUDIES

APG AIRLINES regularly conducts customer satisfaction surveys and studies. The personal data that you have transmitted to us will be used for investigations carried out by or on behalf of APG AIRLINES and will be carried out in accordance with Law No. 78-17 of January 6, 1978 as amended by the Law of August 6, 2004. 3.4 USE FOR DIRECT MARKETING PURPOSES

APG AIRLINES will not use your personal data to contact you for direct marketing purposes without your consent.

If you agree, APG AIRLINES will allow you to receive information about rates, special offers and other information from APG AIRLINES. APG AIRLINES may use the data



set out in section 2 of this document to provide you with information that may be of interest to you.

No direct marketing message will be sent to you by third parties without your consent

#### 4. TRANSFER OF DATA

4.1 TRANSFER OF DATA WITHIN THE FRAMEWORK OF YOUR TRAVEL APG AIRLINES may disclose some of your personal information to third parties, including travel agencies, aviation service providers, air carriers as long as the trip you have purchased is shared with other carriers.

4.2 TRANSFER OF PERSONAL DATA TO FOREIGN AUTHORITIES
According to laws applicable in certain countries, APG AIRLINES communicates
some of your personal data to the authorities of these countries for reasons of
security and control. The information provided is necessary for the completion of your
trip. Any information held by APG AIRLINES relating to you or your travel information
may be communicated to the authorities of any country on your itinerary, if so
required by law.

#### 5. RIGHT OF ACCESS, MODIFICATION OF PERSONAL DATA AND OPPOSITION

#### 5.1 GENERAL INFORMATION

In accordance with Law No. 78-17 of January 6, 1978 as amended by the Law of August 6, 2004, you have a right of access, rectification and opposition to information concerning you.

### 5.2 PERSONS WHO HAVE GIVEN THEIR AGREEMENT FOR RECEIVING MARKETING COMMUNICATIONS

If you have agreed to receive marketing communications when requesting a brochure, booking, contest entry, promotion or newsletter, in response to a survey Or a questionnaire, you may change your information at any time by providing us with your full name, address and other contact information in writing at the following address:

- By e-mail: reservations@apg-airlines.com
- Return of form: each e-mail sent for direct marketing purposes has a link allowing you to unsubscribe or modify your personal data.

•Bv letter:

**APG AIRLINES** 

66 Champs Elysées-75008 Paris France

#### 6. USE OF COOKIES

APG AIRLINES also collects information (not likely to identify you personally) through passive use of "cookies." "Cookies" are text files placed on your computer to identify your Internet browser and trace your computer's activities on our Site (pages viewed, IP address of your computer ...). They can only be read by the server that provided



them. Thus, we may use cookies to compile statistics on your use of our site and thus allow for example the improvement of our online offer.

Although most browsers accept default cookies, you can reset your system to receive notification of each new cookie or reject all cookies systematically. Most browsers provide instructions for this in the "Help" section of the toolbar.

There is no risk in accepting APG AIRLINES cookies. If you reject them, some of the offers, features, or resources on our site may not work perfectly and you may not be able to fully exploit your possibilities.

#### 7. MODIFICATIONS

The laws of some countries may impose restrictions on the conditions governing the right to collection, processing or and / or transfer by APG AIRLINES. To comply with these laws, APG AIRLINES shall be entitled to immediately apply the new legal instructions and to modify this document without prior notice or indemnity. Due to local laws and regulations, APG AIRLINES may not be able to make certain of its services available in certain countries or for the benefit of certain persons. APG AIRLINES can not be held responsible when it complies with the said local laws

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#### RESERVATIONS AND MEANS OF PAYMENT

- Because your satisfaction is at the heart of our concerns, APG AIRLINES puts at your disposal a wide choice of means of payment to pay for your purchases:
- Online payment method (on www.apg-airlines.com)
- Your online payment is totally secure: when you pay by credit card, your
  payment data is encrypted (lock image) and sent via a secure connection by
  the latest technologies in force. The encryption of the information transmitted
  online, such as the credit card number, is carried out according to the highest
  encryption standard: the Secure Socket Layer (SSL) protocol.

#### VISA-MASTERCARD

- At the point of sale, the authorized means of payment are: credit card, check or cash,
- VERIFICATION OF PAYMENT MEANS
- Extract from the general conditions of sale of the company, article VII 2.:

#### (A) CONTROLS AND VERIFICATIONS ON BANK TRANSACTIONS

- The carrier reserves the right to carry out checks and checks on remote banking transactions at any time.
- The credit card used to pay for the order can be requested for checking during registration. This measure is intended to prevent any risk of fraudulent use of the credit card by a third party without the knowledge of the cardholder.
- The Transporter may contact and / or request, by any means whatsoever to the buyer and this, via the coordinates transmitted during the Booking, communication of the following documents:
- a single-sided copy of the bank card used to pay for the tickets showing the first 4 and 4 last digits of the card, the expiry date and the name of the holder (photocopy or photo);
- legible copy of the identity document of the cardholder and the passenger.
- This information must be sent as soon as possible to the Carrier's Fraud Prevention Department at the following address: reservations@apgairlines.com or presented at an APG AIRLINES point of sale or check-in counter on the day of departure.
- The Passenger's Ticket will be suspended by the Carrier until the requested documents are obtained.
- The Company agrees to destroy all such documents within twelve (12) months following the return flight of the Passenger.
- The Carrier reserves the right to cancel the reservation and the Passenger's tickets in the following cases:
- failure to disclose the documents specified above;



- receipt of documents demonstrating a risk of fraudulent use of the credit card;
- - absence of reply from the buyer or impossibility of joining the buyer within 48 hours following the reservation.

#### (B) IF A RESERVATION IS CARRIED OUT FOR A THIRD PERSON

The traveler must present the following documents:

One-sided copy of the bank card used to pay for the tickets showing the first 4 and 4 last digits of the card, the expiry date and the name of the holder (photocopy or photo):

- legible copy of the identity document of the cardholder and the passenger. Failing this, or in the case of presentation of documents found to be non-compliant, the Carrier reserves the right not to hand over the boarding passes to the Passenger for safety reasons. This is a security measure to prevent fraudulent use of a bank card by a third party.

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# EUROPEAN HANDBOOK ON THE RESPONSIBILITIES OF THE CARRIER

This information note summarizes the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

I. LIABILITY OF THE AIR TRANSPORTER IN RESPECT OF

PASSENGERS AND LUGGAGE

II. NOTICE RELATING TO REGISTERED LUGGAGE

## I. LIABILITY OF THE AIR TRANSPORTER IN RESPECT OF PASSENGERS AND LUGGAGE

This information note summarizes the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

INDEMNIFICATION IN CASE OF DEATH OR INJURY.

There is no limit on liability in the event of injury or death of a passenger. In this context, the liability of the European Union air carrier is automatically incurred in the amount of 113,100 SDRs for any death or bodily injury resulting from an accident in air transport, unless death or damage results from Negligence, negligence or prejudice of the victim.

In excess of 113,100 SDRs, the air carrier may waive or mitigate its liability by providing evidence that it has not been negligent or otherwise at fault or that such damage is caused solely by a third party.

#### PAYMENT OF ADVANCES

In the event of the death or injury of a passenger, the air carrier shall pay an advance to cover immediate economic needs within 15 days of the identification of the person entitled to compensation. In the event of death, this advance shall not be less than the equivalent of SDR 16,000.

However, this advance does not constitute an acknowledgment of liability and may be deducted from any subsequent payment. It is only refundable if the victim is negligent, faulty or detrimental, or if it is proved that the person to whom the advance was paid was not entitled to compensation.

#### **DELAY OF PASSENGERS**

The air carrier shall be liable for damage resulting from delays in the carriage of passengers by air unless it has taken all reasonable measures to avoid them or if such measures can not be taken. Liability in this case is limited to 4 694 SDR.

#### DESTRUCTION, LOSS OR DETERIORATION OF LUGGAGE

The air carrier is liable for the destruction, loss or damage of baggage up to a maximum of 1,131 SDRs per passenger.

In the case of checked baggage, he is responsible even if there is no fault on his part, unless the baggage was defective. In the case of unregistered baggage, the carrier is only liable if there is a fault on his part.

Higher Liability Limits for Baggage



Any baggage valued in excess of 1,131 SDRs shall, in order to benefit from a higher limit of liability, be reported by the passenger to the airline sufficiently in advance of the Deadline for Registration At the time of registration and paying an additional fee).

#### COMPLAINTS CONCERNING LUGGAGE

In the event of deterioration, delay, loss or destruction of baggage, the passenger concerned shall complain in writing to the air carrier as soon as possible and at the latest within seven days (in case of damage) and twenty-one Days (in case of delay) from the date on which the baggage was placed at its disposal.

# RESPECTIVE RESPONSIBILITY OF THE CARRIER WITH WHOM THE CONTRACT HAS BEEN CONCLUDED AND THE EFFECTIVE CARRIER If the air carrier making the flight is not the one with which the contract was concluded, the passenger has the right to make a complaint or a complaint to either of them. If the name or code of an air carrier appears on the ticket, that carrier is the carrier with whom the contract was entered into.

#### TIME LIMIT FOR APPEALS

Any action for damages must be brought within two years of the date of arrival of the aircraft or after the date on which the aircraft should have landed.

#### BASIS OF THE ABOVE RULES

The ranges described above are based on the Montreal Convention of 28 May 1999, implemented in the Community by Regulation (EC) No 2027/97 as amended by Regulation (EC) No 889/2002 and The national legislation of Member States. WARNING: This information note can not constitute a basis for complaints or an interpretation of the provisions of the Community Regulation or of the Montreal Convention and has no contractual value between the passenger and the carrier. The contents of this note do not constitute an undertaking by the carrier.

#### II. NOTICE RELATING TO REGISTERED LUGGAGE

The carrier is not responsible for the following items carried in your checked baggage, whether or not the carrier is aware of it and must be placed in a prescribed carry-on bag: medicines, perishable materials, funds, currency, jewelery, objects Precious metals, silverware, valuable clothing, valuables or other precious objects, fragile objects, optical or photo apparatus, electronic and / or telecommunication equipment or apparatus, musical instruments, passports and coins Identity, samples, business papers, manuscripts or titles, individualized or fungible. Excess value can not be declared for certain price objects. For further information, consult the carrier.