

## Conditions of sale and use of the Site

Updated on 23 May 2018

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In the context of the sale of travel offers accessible from the website [www.apgplatform.com](http://www.apgplatform.com), special conditions of sale, derogating from the general conditions of sale set out below, may be applied. These special conditions of sale are detailed in the description of the travel offer ("Special conditions" section)

It is imperative to read these general terms and conditions of sale and, where applicable, the special terms and conditions of sale. Without this acceptance, the continuation of the booking process is technically impossible. Consequently, the finalization of the booking process constitutes the Client's express acceptance of these general terms and conditions and, where applicable, the special conditions of sale.

All letters concerning the reservation must be sent to APG Travel - 66 avenue des Champs - Elysées - 75008 Paris or be sent using the dedicated form.

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## 1. Using the Reservation Engine

1.1 The Accessible Booking Engine shows the Products that the Customer can book and their availability. The Booking Engine is therefore a technical interface allowing the Customer to be informed of the Products and to reserve them. The Booking Engine is intended for individual customers and is subject to these terms and conditions.

1.2 The Booking Engine belongs to APG Travel, a simplified joint stock company, registered in the Paris Trade and Companies Register under number 834 323 529 whose registered office is at 66, avenue des Champs - Elysées 75008 Paris, registered in the Register of Travel and Residence Operators with Atout France located at 79/81 rue de Clichy 75009 Paris, under number IM075180022 and holding a financial guarantee with GROUPAMA ASSURANCE-CREDIT & CAUTION - 126, rue de la Piazza - 93199 Noisy-le-Grand and an insurance policy with HISCOX - 12, quai des Queyries - CS 41177 - 33072 Bordeaux

1.3 The Customer declares that he/she is of legal age, has the legal capacity to conclude this contract and uses the Booking Engine in accordance with the provisions hereof, which he/she fully understands and accepts. The Customer agrees to assume full financial responsibility for any use of the Booking Engine. The Client further declares that all the information provided when opening an account on the Site is true, complete and accurate and undertakes to update it.

1.4 Limitations on the rights to use the Reservation Engine - The use of the Reservation Engine is limited to its functionality. Any other unintended use is subject to the prior written authorization of the Travel Agency. The Customer expressly acknowledges and accepts that the Booking Engine is designed for personal use. He acknowledges that he makes reasonable and normal use of it. He undertakes not to hinder or in any way interfere with the operation of the Reservation Engine. The Customer undertakes not to use the Reservation Engine for illegal or prohibited purposes. It may not be modified, reproduced, duplicated, copied, distributed, sold, resold or exploited for commercial or non-commercial purposes, outside the limits set out in these conditions. Based on a legitimate reason, the Travel Agency reserves the right, at any time and without notice, to refuse or suspend access to the Booking Engine. The Customer is informed of the specificities of Internet communications and in particular of the impossibility of guaranteeing a continuous service.

1.5 Obligation to inform - The Client undertakes to immediately inform the Travel Agency (i) of any infringement of the Booking Engine or likely to be so qualified, which may be the work of third parties of which it has knowledge, and (ii) of any loss or destruction of data as well as any malfunction, even if it does not block the Booking Engine.

1.6 Limitation of Liability - The Travel Agency grants a non-exclusive and non-transferable right to use the Booking Engine. The granting of the right to use the Reservation Engine does not entail any transfer of ownership. The Travel Agency does not guarantee that the Booking Engine is free of errors and malfunctions. The Travel Agency is expressly subject to an obligation of means and will not be liable for any defects in the functioning of the Booking Engine. Subject to mandatory legal provisions to the contrary, the Travel Agency shall in no event and under no circumstances be liable for any indirect damage resulting from the use or inability to use the Booking Engine. The Customer alone bears the risks associated with the use of the Reservation Engine. Under no circumstances shall the Travel Agency be held liable for any loss of turnover, profits and consequential expenses indirectly suffered by the Customer as a result of the use of the Booking Engine or its possible malfunctions. Consequently, the Customer is solely responsible for the operations he performs when using the Reservation Engine.

## 2. Booking & Definitions

## 2.1 Definitions of the terms

"Travel Agency" refers to APG Travel, the tourism professional who makes available to Customers the Booking Engine described in 1 allowing the booking of Products.

"Customer" refers to the user customer of the Booking Engine accessible on the Site

"Order" refers to an order by which the Customer requests the Travel Agency to book Products on the Site. The order does not constitute a definitive confirmation; it informs the Client that his reservation has been registered for processing by the Travel Agency. The order will be considered as confirmed as soon as the payment of the order has been validated. Reservations made through the Site are subject to these general terms and conditions of sale and, where applicable, to the special terms and conditions of sale as well as the general and special terms and conditions of sale of Travel Suppliers.

In accordance with the requirements of Article 1369-8 of the French Civil Code, the Client accepts the use of electronic media as a means of concluding the contract. The electronic document formalizing the contract will be registered in the Travel Agency's files.

"Travel Supplier" refers to all service providers involved in the production of the Products.

"Products" refers to the inventory published on the Booking Engine. This inventory includes, but is not limited to, air transport, hotel services and prepackaging. The Products may also include services offered by transfer agents and/or tour operators.

"Pre-package" means the service resulting from the prior combination of at least two operations relating respectively to transport, accommodation or other tourist services not ancillary to transport or accommodation and representing a significant part of the package, exceeding twenty-four hours or including one night and sold or offered for sale at an all-inclusive price.

"Booking" refers to any order of Products that the Customer places on the Site. This order is associated with a reservation number.

"Air Carrier" refers to airlines.

## 2.2 Roles of the Travel Agency and Travel Supplier - Roles

With regard to the sale of airline tickets, and where applicable associated products and/or services, the Travel Agency acts as a simple intermediary between the Air Carrier and the Customer. The Travel Agency is required to provide information and simply issue air tickets, in accordance with Article L.322-1 of the French Civil Aviation Code. The liability of the Travel Agency is subject to the regime of Article L.211-18 of the French Tourist Code and cannot replace that of the Air Carrier providing the transport or transfer of passengers and luggage. Under no circumstances may the Travel Agency be held liable for circumstances of force majeure, for third parties unrelated to the provision of the planned services or for improper performance due to circumstances attributable to the Client. The contract will be subject to both the general and special conditions of sale of the Travel Agency and the general and special conditions of sale of the Air Carrier, which may limit or exclude its liability (often under different applicable international conventions and their own commercial policies available on their respective websites).

Concerning the sale of Prepackages, the Travel Agency is subject to articles L.211-1 and following of the Tourism Code. The Travel Agency cannot be held liable for fortuitous events, cases of force majeure (strikes, bad weather, wars, natural disasters, epidemics, attacks, technical incidents, etc.), due to third parties, the Customer or the Travel Supplier.

2.3 Active Customer Role - The Customer makes a Booking on its own behalf from the Booking Engine on the Site. In addition, the Customer ensures that the correct selection of his departure dates, the Product and the correct transmission and spelling of personal information relating to the Customer is made. The Travel Agency shall not be held liable if the Client has provided incorrect contact details or information during the Booking via the Booking Engine. Any negligence on the part of the Client cannot be attributed to the Travel Agency.

2.4 Booking Procedure - After the Customer has placed an Order on the Site, the Travel Agency will send a confirmation email to the Customer summarizing the essential elements (the reserved service, price, quantity, travel date, names of the beneficiary of the service, etc.) relating to the Order. In the absence of receipt of this confirmation email by the Client, the Reservation will not have been taken into account. In accordance with article 1369-5 of the French Civil Code, the Order and the Order confirmation email are considered as received when the party to whom they are addressed can have access to them. The Customer must ensure that the confirmation email is received correctly and, to this end, must regularly check his email box, in particular by checking his email in "Spam" or "Junk Mail".

If the Customer selects Products by mistake or if he provides incorrect contact details in one of the elements of his Order, the Travel Agency shall not be held liable. All email addresses must be valid at the time of booking. Any lightness or negligence of the Client cannot be attributed to the Travel Agency.

2.5 Options & Special Requests: the Customer may submit a request to the Travel Agency or Air Carrier for a specific product (for example: special food, equipment for the disabled, child seats, etc.). The Customer must imperatively inform the Travel Agency of any assistance needs (physical or mental disability, age, illness, heavy build, etc.) of the passengers. The Client is required to complete the dedicated section when making the Reservation. Additional conditions specific to airline tickets may be applied by the Travel Supplier. The costs relating to special requests are determined on a case-by-case basis, in particular according to the Travel Supplier. To this end, according to the request, the Travel Agency will be required to send an estimate requiring validation by the Client. Travel documents will only be issued by the Travel Agency once the special request has been definitively validated by the Travel Supplier. The Travel Agency does not guarantee that these requests will be met, but will forward them to the Travel Supplier.

2.6 Ticketing, travel documents and technical constraints - All travel documents for Products sold on the Site are issued in electronic format. The electronic ticket and the "e-voucher" are an immaterial form of travel and accommodation.

For the air service, the Travel Agency will send an e-mail containing the electronic ticket number and the booking number. The Customer must go to the check-in counter of the Air Carrier concerned, with an electronic ticket (whatever the medium), the booking number and/or the confirmation email as proof of the Booking as well as a valid identity document (passport, visa, identity card...), in order to obtain the boarding pass. Air Carriers have their own rules and regulations regarding electronic ticketing. Air services are subject to technical acceptance by the ticketing service, which may be unable to issue tickets in very limited but existing cases. Indeed, the Air Carrier may impose on the Travel Agency, on certain flights, on certain dates, or to benefit from certain fares, specific emission rules such as the issuance of the ticket within a maximum period after the Reservation, access to certain fares reserved for residents of certain countries in particular. In these cases, the Travel Agency undertakes to do its best to inform the Client as soon as possible and, as far as possible, to propose an air transport solution accompanied by new pricing conditions, at the Client's expense. If no

solution is found, the Travel Agency will be entitled to cancel the Reservation made at no cost.

For the land part, the Travel Agency will send an e-mail reminding you of the essential elements of the Order and indicating the booking number. The Order will be materialized by the issuance of an exchange voucher (hereinafter "E-voucher").

Concerning the Prepackage, the Client must imperatively produce at the hotel reception desk the E-voucher listing the essential elements of the Booking. Only the services mentioned exclusively on the E-voucher are included in the price of the service.

### 3. Terms and Conditions of Purchase

#### 3.1 Prices and payment

3.1.1 Prices - Travel Suppliers are asked about the price of the Products they offer in real time. When updating the offer with the Travel Supplier, there may be price changes up or down between the price displayed on the Site during the search and the price during the final Booking. The Travel Agency cannot be held responsible for these price differences which will be borne by the Client. The prices published on the Site are expressed inclusive of all taxes and charges.

For hotel services in particular, certain additional taxes or charges may be imposed by local authorities. In this case, the existence of these taxes will remain the responsibility of the Client and must be paid on site.

For the hotel service, the prices published on the Site are calculated according to the number of nights spent.

3.1.2 Payment - Registration is effective as soon as the Travel Agency has generated a file number. However, the Booking will only be definitive after full payment of the Product by the Customer. As payment is an essential condition of the contract, the Order may be cancelled by the Travel Agency in the event of non-payment by the Customer. This also applies to any rejection of payment, regardless of the cause. Before receipt and collection of the full payment, the Travel Agency is not required to perform its service. In all cases, the Customer is responsible for the payment of all agreed amounts for the Products ordered. The following are not considered to be debt releases: the provision of a credit card number until the agreement of the payment centre is obtained or the making of a transfer before confirmation by the Customer's bank. If the Client does not pay within the prescribed time limits, the Travel Agency is entitled to cancel the Booking made by the Client on behalf of passengers. In the event that payment is found to be irregular, incomplete or non-existent, for any reason whatsoever, the Booking will be cancelled and the resulting costs will remain the responsibility of the Client. The Travel Agency will not be responsible for any price increase resulting from a non-payment. This price increase will have to be paid to allow the airfare to be issued. These rules apply to all Customers.

3.1.3 Deposit - For Prepackages, the Travel Agency may ask the Client to make a deposit, the terms of which are mentioned during the Booking process. The Reservation will only be confirmed upon receipt of the deposit payment. The down payment is based on a rate applicable to the total amount of the Prepackage. The balance is payable at the latest thirty days before departure, unless special conditions are defined at the time of sale. For any registration less than thirty days before the date of departure: payment of the full price of the Prepackage will be required at the time of Booking. In the event of cancellation of the Order by the Customer, for any reason whatsoever (other than force majeure), the deposit paid on the Order shall automatically be acquired by the Travel Agency and shall not give rise to any

refund. The payment of the deposit does not exempt the Client from the cancellation terms and conditions to which it remains subject.

3.1.4 Payment methods - The Travel Agency offers several payment methods, depending on the Client's file and/or the Product concerned:

- Visa Credit Cards - Mastercard: the Customer is required to define the type of payment card used, indicate the number of the payment card used, the date d'expiration and the cryptogram on the back of the card. He guarantees that he is fully entitled to use the said card and that the card gives access to sufficient funds to cover all costs resulting from the Order.

Bank transfer: the Travel Agency accepts payment by bank transfer in euros exclusively for orders whose departure date is more than seven (7) days from the date of booking. The transfer must be confirmed by the issuing bank, which results in a document with an official stamp from the payer's bank. This transfer confirmation must be sent to the accounting department by fax, the details of which will be sent with the order confirmation. This transfer confirmation must mention the name, first name and order number. It must be sent before the day of the option date; the option being defined as the deadline by which the reservation file is closed. In certain cases and for reasons related to the fight against fraud, the Travel Agency may impose bank transfer as an alternative solution to payment of the order, in particular for any payment by credit card issued from a bank established outside France. Attention: the costs related to the transfer remain the responsibility of the Client.

- Payment "N" times by Credit Card is a staggered payment solution by credit card, Visa or Mastercard, cards issued in France only. This solution, implemented by the financial partner, Ogone - INGENICO, allows the payment of the Order to be staggered (for all Orders between €100 and €3000, in 4 withdrawals according to the following schedule):
  - 1st debit on the day of the Order: 1/4 of the amount of the Order, increased by the Ogone - INGENICO file fees
  - 2nd sample 30 days later: 1/4 of the amount of the Order
  - 3rd withdrawal 30 days later (i.e. 60 days after the Order): 1/4 of the amount of the Order.
  - 4th withdrawal 30 days later (i.e. 90 days after the Order): 1/4 of the amount of the Order.

The split payment will be proposed to the Client at the payment choice stage (once the product has been chosen and validated) and the payment will be subject to the contractual terms established by Ogone - INGENICO. The Customer opting for this payment method will undertake to the Travel Agency for the Product ordered and to Ogone - INGENICO to honour the payment.

For eligible Orders processed by Ogone - INGENICO through the means of payment in "N" times by Credit Card, the Client receives all the necessary documentation to travel. However, the Client remains liable to Ogone - INGENICO for the payment of due dates, in accordance with the conditions of sale of Ogone - INGENICO available on the Site. In the event of non-payment of one of the due dates and in the event of failure to collect, the Reservation may be cancelled by the Travel Agency, all expenses remaining the responsibility of the Client.



- Multi-card" payment: the Travel Agency offers this payment flexibility to the Customer by allowing him to pay for an order with several bank cards (Maximum 3). This option is only possible with the following cards: National Blue Card, Visa or Mastercard. For each card entered, the Customer must define the type of payment card used, indicate the number of the payment card used, the date d'expiration and the cryptogram on the back of the card. He guarantees that he is fully entitled to use the said cards and that the cards provide access to sufficient funds to cover all costs resulting from the Order.

3.1.5 Security in credit card payment transactions - The Customer must enter all the information that appears on the payment card for each purchase made on the Site from the Booking Engine. This information is only kept in the Travel Agency's files for the time necessary to finalize the contract (from payment to any tax refunds). All information is encrypted on the Travel Agency's secure server. The Customer authorizes the Travel Agency to use the information on the payment card to (i) purchase the requested services and process the related fees, (ii) forward them to the Air Carrier for the purpose of booking air tickets, (iii) pay insurance and tourist assistance, if any, (iv) make authorized refunds and (v) invoice the fees related to (a) changing the reservation or (b) refunding taxes.

3.1.6 Payment rejections - the Travel Agency reserves the right to charge the Client for any payment rejections.

3.1.7 Derisory price - If the price of the Product displayed on the Site is "derisory", the Travel Agency may cancel the Order, on the basis that the Customer cannot claim to benefit from this price, resulting from a display error, which is unfairly low in relation to the actual value of the Product.

3.1.8 Fraud and Unpaid Customer - The Customer assumes all consequences relating to fraudulent and/or unpaid transactions. He undertakes to honour all unpaid transactions made from the Booking Engine.

As part of its policy to combat bank fraud, the Travel Agency checks all banking transactions carried out on the Site. In the event that it detects fraud, it cancels the transaction, re-credits the account unduly debited and initiates criminal proceedings to identify the perpetrator(s) of the offence. Such cancellation on legitimate grounds shall not entitle the holder to compensation.

### 3.2 Additional service charges

Fees are applied by the Travel Agency in the event that the additional products and services requested by the Customer are accepted by the Travel Supplier. These fees applied by the Travel Agency are in addition to the fees applied by the Travel Supplier.

Additional services	30 €
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Fees per share, per passenger, per file for any Booking made from the Booking Engine and in addition to the Travel Supplier's fees.

### 3.3 Refunds

Refunds will be made using the payment method used at the time of purchase. With regard to the reimbursement of the air ticket, not all the elements that make up the ticket price are

refundable. Any refund is made in accordance with the refund policy of the Air Carrier(s) concerned. In the event of non-use of the flight ticket (cancellation or non-arrival at boarding), certain airport taxes relating to it are eligible for reimbursement, at the Customer's request. Fuel surcharge is excluded from the amount of refundable airport taxes. The refund will be subject to a charge of 20% of the amount of the refundable taxes. Some Air Carriers do not refund taxes on partially used airline tickets. In any event, the Customer may only obtain the refund once and this refund is subject to the conditions of the Air Carrier concerned.

### 3.4 Modification and Cancellation at the Client's initiative

3.4.1 Procedure - Any cancellation or modification of the Order is subject to the cancellation or modification conditions and procedures of the Travel Supplier. Some Products are non-refundable and non-refundable. For any modification or cancellation, the Client must send a written request to the Travel Agency indicating the file number communicated in the confirmation email as well as the subject of the cancellation or modification request. The Travel Agency will confirm receipt of the cancellation or modification request and inform the Customer of the cancellation or modification conditions applied by the Travel Supplier. If this procedure is not followed, the request for cancellation or modification is considered as not taken into account by the Travel Agency. In the event of cancellation or modification by the Client, and subject to the sums due to the Travel Agency (taxes, cancellation/modification costs, administrative costs and insurance) and to the Travel Supplier, the Travel Agency shall refund to the Client, within a reasonable time, all sums previously paid. Cancellation or modification of the Order for any reason whatsoever does not exempt the Customer from paying the sums due to the Travel Agency.

As part of a change, the Travel Supplier updates the pricing. Thus, tariff differences may appear between the proposed tariff and the tariff displayed on the Site.

Any request to change the names of participants following a spelling error and/or a change in civility on the part of the Client will result in the invoicing of any costs requested by the Travel Supplier.

For a complex booking (e.g. multi-companies, tailor-made booking with a plurality of routes and fares), several pricing rules may be applied. In this case, the most restrictive tariff rules will apply.

If the Customer directly contacts the Travel Supplier to cancel or modify his Order, the Customer is required to inform the Travel Agency in writing of the modifications/cancellations made with the Travel Supplier. The Travel Agency cannot be held responsible for the consequences of this lack of information.

Due to the specificity of the cancellation/modification conditions applied by each Travel Supplier, and depending on the type of Product, some Products cannot be reimbursed as provided above. It is the Customer's responsibility to check with the Travel Agency the cancellation or modification conditions applied by each Travel Supplier. The costs invoiced by the Travel Agency are in addition to the Travel Supplier's costs. In case of cancellation or modification, insurance, booking fees are never refundable.

### 3.4.2 Modification and cancellation fees

Fees applicable to all products per passenger & per share	
Actions	Fees* Expenses
Modification (flights, names, routes...)	40€
Cancellation	40€
Non-presentation	30€

Depending on the product sold, there may be exceptions to the modification and cancellation conditions defined above. These specificities will be indicated by the Travel Agency on a case-by-case basis when processing the request for modification or cancellation. The costs invoiced by the Travel Agency are in addition to the Travel Supplier's costs. In the event of cancellation or modification, insurance, reservation and service fees (including modification and cancellation fees) are never refundable. For Hotel Products, only the conditions of the final service provider will be applicable. These are communicated at the time of the Order.  
Excluding taxes, application fees and insurance (s)

### 3.5 Modification and cancellation by the Travel Agency - only valid for the sale of Prepackages

3.5.1 Amendment of an essential element of the contract. The modification of an essential element of the travel contract by the Travel Agency before departure is governed by article R 211-11 of the Tourism Code reproduced at the end of these general terms and conditions of sale.

3.5.2 Impossibility of providing a significant part of the services - When the Travel Agency is unable to provide a significant part of the services provided for in the contract, the Travel Agency shall, in accordance with Article R. 211-13 of the Tourism Code reproduced at the end of these general conditions of sale:

- Either offer services in replacement of the planned services, possibly bearing any additional cost and, if the services accepted by the Purchaser are of inferior quality, the Travel Agency must reimburse him, upon his return, the difference in price
- ;
- Either, if he cannot offer any replacement service or if they are refused by the buyer for valid reasons, provide the buyer, without additional cost, with transport tickets to ensure his return under conditions that can be considered equivalent to the place of departure or to another place accepted by both parties.

### 3.6 Assignment of contract - only valid for the sale of Prepackages

In accordance with article L.211-11 of the French Tourism Code, the Client may assign his contract (excluding insurance contracts and specific products) to a third party, provided that he informs the Travel Agency in writing at the latest 7 days before the start of the stay, indicating precisely the names and addresses of the transferee(s) and the participant(s) in the trip and justifying that they meet the same conditions for making the trip (particularly for children who must be in the same age groups).

In the event that it is feasible to transfer a Prepackage contract, the transferor and/or transferee must first pay the resulting costs, which may amount to the amount of the redemption of the round trip ticket and the costs applied by the Travel Supplier.

Some Prepackages take effect upon Reservation due to the issuance of travel documents.

For any request for transfer 7 days or more from departure by the Customer to a third party, the transferor or transferee shall be required to pay a fee up to the amount of the redemption of the round trip ticket and the fees applied by the Travel Supplier. If the transfer costs are higher than the above-mentioned amount (flight not modifiable or not), the Client will be charged the exact amount of the costs incurred by the Travel Agency upon presentation of

the corresponding receipts.

The transferor and the transferee shall be jointly and severally liable for the payment of any balance of the price and for any additional costs arising from such transfer.

Supplementary insurance is not refundable or transferable under any circumstances.

#### 4. Air transport conditions

4.1 Conditions of Travel - The conditions of performance of air transport are governed by the conditions of carriage and tariffs of the Air Carriers concerned, available on their respective websites. These conditions may include restrictions or fees related to the cancellation and/or modification of a Reservation. It is the Customer's responsibility to comply with the instructions of the Air Carrier, in particular with regard to the deadlines for submission for check-in. It is advisable to check in at least three hours before the flight departure time for international flights and at least two and a half hours in advance for domestic/domestic flights. These times may vary for passengers requiring special assistance. The Travel Agency cannot be held responsible and will not be able to cover any costs whatsoever if a passenger is refused check-in for presentation after the deadline.

In particular, the Client acknowledges and accepts that:

- 1) The Travel Agency has no control over the allocation of seats, even if they are pre-booked with the Air Carrier and has no certainty that specific seats will be available on the day of departure;
- 2) The Travel Agency has no control over the information relating to the hours spent in the aircraft which is provided for information purposes by the Air Carrier offering the air transport service.

In the event of non-arrival (no-show), the Air Carrier and/or the Travel Agency reserve the right to cancel the other services and the return flight. Any interrupted, shortened trip or any service not consumed by the Customer will not entitle the Customer to any refund (excluding airport taxes). All sections of the flight tickets must be used, and in order, failing which the Air Carrier reserves the right to readjust the fare or cancel the return flight, without any refund (excluding airport taxes). These conditions also apply to air tickets that include part of the train journey. Some Air Carriers do not refund taxes on partially used tickets.

Schedules, aircraft type, airline, any intermediate stops/stopovers and route are provided for information purposes only and are subject to confirmation. The majority of Air Carriers reserve the right to modify schedules and cancel confirmed Reservations, as permitted by European regulations. The Travel Agency, as an intermediary, is not responsible for any such schedule changes or cancellations.

Air Carriers charge for certain additional services such as checked baggage, airport check-in, seat selection, meals, beverages, snacks, etc. The costs of these additional services are not included in the price of the flight ticket, unless otherwise expressly stipulated and, therefore, must be paid directly to the Air Carrier. The pricing conditions for these additional services appear on the Air Carrier's website. The fare information displayed on the Booking Engine is provided by the Air Carrier for information purposes only and is subject to change at any time. The Travel Agency has no control over this fare display and releases itself from liability.

4.2 Correspondence - When booking a journey that includes a connection or transit, the Customer must allow a sufficiently long period of time to take into account any delays and/or

any change of airport. In accordance with international conventions, correspondence is not guaranteed. In general, it is advisable not to make any commitments on the day or the day after the trip.

4.3 Airport - The name of the airport, where the city served by the contract includes several airports, is given for information purposes only and may be subject to change. The Air Carrier may take off/land indifferently on either side without compensation. The costs of shuttles (taxis, buses, parking, etc.) remain the responsibility of the Client, the Travel Agency is not responsible for these costs.

When the city or place of arrival or departure has several airports, the Air Carrier may take off/land indifferently on either side without compensation. For example, in Paris the Air Carrier may have to land at Orly or Roissy Charles de Gaulle. The cost of shuttles (taxis, buses, parking, etc.) remains the responsibility of the passenger.

4.4 Pregnant Women - Air Carriers sometimes deny boarding to pregnant women when they believe that due to the end of pregnancy, a risk of premature delivery during transport is possible. The Customer must comply with all the conditions of the Air Carrier providing air transport services concerning the transport of pregnant women.

4.5 Babies - The Customer must comply with all the Air Carrier's specific conditions regarding the carriage of babies and children. Children under 2 years of age do not have a seat on the plane unless the parents ask to pay for a full seat especially for them. This rule is only valid if the children are under 2 years of age for the entire duration of the trip, at the time of departure and at the time of return. Indeed, the Air Carriers consider that for children over the age of 2 years on the date of return, it is necessary to book a round trip ticket at the child rate. Expenses incurred as a result of non-compliance with this rule will not be reimbursed. Unaccompanied children under 14 years of age will only be accepted on the flight in accordance with the conditions of the Air Carrier. As a precaution, it is recommended that the Customer ensure that children (including babies) have identity documents in their name and that the Customer and/or passenger ensure that they carry the child's identity documents on the day of boarding.

For any flight booking for a minor, the Travel Agency invites the Customer to enquire, either from the Travel Agency's customer service department or from the Airline Carrier, about the minimum age of the accompanying person. The policy differs from one Air Carrier to another and as a precaution, it is advisable to check before making any reservation.

4.6 Special Rates - Many Air Carriers offer special rates for children under 2 years of age, children and seniors. These discounts depend on the Air Carrier and the flight concerned, the availability of seats, as well as the age of the passengers. If the Customer has benefited from discounts, the corresponding special rates appear in the price summary table before the confirmation of the Booking. In addition, it should be noted that the discount on the child fare is not automatically applied to the adult fare offered by the Air Carriers. The percentage reduction relating to the child fare may vary according to the adult fare applied by the Air Carrier for the flight concerned. It is therefore possible that the child rate may be identical to the adult rate mentioned on the Site.

4.7 Combination of single tickets - Multi-company booking - Multi-company booking makes it possible to meet the Customer's tailor-made requests by combining several single routes operated by different Air Carriers. Each ticket issued is subject to its own pricing rules, limitations and fees. If one of the flights is modified by the issuing airline (for example, cancellation or postponement), thereby obliging the Customer to modify the other airline tickets, the Customer shall be solely responsible for the payment of the costs associated with the modifications made to this airline ticket.

4.8 Multi-destination - Around the world - The Travel Agency offers the Client so-called products "Multi-destination" and World Tour products in order to allow the Customer to have a better flexibility in the creation of his air journey. These products will be possible to the extent that the Travel Agency has obtained agreements with the airlines. These products require an enhanced active role for the Customer in choosing his itinerary and in knowing the administrative and health formalities.

4.9 Baggage - Items covered by international regulations dictated by the International Air Transport Association (hereinafter "IATA") on hazardous materials are prohibited in baggage, including explosive, flammable, corrosive, oxidizing, irritating, toxic or radioactive articles, compressed gases and objects not authorized by States.

For better prior information, the Travel Agency invites the Client to visit the website of the Direction générale de l'Aviation civile (DGAC) to read the measures and to download the document relating to the restriction measures on liquids contained in cabin baggage. In the event of denied boarding of the baggage by the Air Carrier, the Travel Agency will not be able to cover any costs whatsoever.

Hand or cabin baggage (any baggage not checked in the hold): Each Air Carrier has its own policy. As a general rule, the Air Carrier admits only one piece of cabin baggage per passenger whose circumference does not exceed 115cm and whose weight does not exceed 5Kg. These indications may vary according to the type of device. This baggage remains the responsibility of the Customer for the entire duration of the trip.

Hold Baggage: Each Air Carrier has its own policy. In general, the Air Carrier authorises a free baggage allowance of 15Kg per passenger on chartered flights (or charters) and on low-cost flights (low-cost) and a free baggage allowance of 20Kg per passenger on scheduled flights (economy class). In the event of a surplus, if authorized, the Customer will have to pay a supplement to the Air Carrier, directly at the airport. At the time of booking, the Travel Agency informs the Customer of the policy adopted by the Air Carrier regarding excess baggage. It is the Client's responsibility to transmit correct information to the Travel Agency.

In the event of loss, damage, theft of personal effects and/or baggage on arrival of the flight (round trip), the Customer must imperatively establish a baggage irregularity report before any final exit from the airport. Once the report has been established, the Customer is invited to send the declaration to the Air Carrier together with the originals of the supporting documents (e.g. photos showing the damage, declaration of value made before the flight with airport services, etc.) within a very short time:

- In the event of damage: 7 calendar days from the date of discovery of the facts (the date of establishment of the report being taken as proof);
- In case of loss: 21 calendar days from the initial delivery date, corresponding to the date of the return flight;
- In case of late delivery: 21 calendar days from the actual delivery date.

Beyond these deadlines, the request will be rejected, in accordance with the provisions of the Montreal International Convention.

The Travel Agency cannot be held responsible for any denial of boarding or confiscation of items to the passenger; it is the Client's responsibility to inquire about items prohibited in the hold or cabin. The Customer must be aware of the Air Carrier's conditions to this effect.

If the flight includes more than one trip, there may be different baggage allowances, even if the

flights are operated by the same Air Carrier.

4.10 Direct flight & Stopover - Direct flights may be continuous or may include one or more stopovers (depending on the Air Carriers, it is the same flight with the same flight number) with or without change of aircraft without the Travel Agency being informed. Some routes require a device change. Special price flights may not use the most direct route. A direct robbery is a flight where there is no change of aircraft. Stopovers can be dictated by technical (e. g. full of fuel) or commercial reasons. Details of the stopovers will be communicated during the Booking and are clearly indicated on the Site and on the itinerary sent once the Booking has been made. The insertion of a stopover by the Air Carrier does not constitute a reason for cancellation of the Order.

4.11 Flight duration - Flight times are reported on a 24-hour day basis; they are approximate and are based on departure flights. They may vary according to flight schedules, aircraft types, weather conditions, etc. (excluding time spent on the ground during stopovers or during a change of aircraft) and are therefore communicated to the Customer only as an indication, subject to modification and confirmation.

4.12 Air transport regulations - Denied boarding, cancellation and delay - Changes in schedules or itineraries, stopovers, airport changes, delays, missed connections, flight cancellations are among the specific constraints of air transport. These situations are most often related to the occasional congestion of airspace, compliance with air navigation rules, safety requirements and aircraft verification. In the event of non-compliance with the provisions of Regulation (EC) 261/2004 and the Montreal Convention of 28 May 1999 governing the rights of passengers in air transport, the Travel Agency may not be held liable for the aforementioned cases, as well as for any acts attributable to fortuitous events, cases of force majeure (strikes, bad weather, wars, natural disasters, epidemics, attacks, technical incidents, etc.), by third parties, of the Customer (presentation after the time of convocation at the airport, refusal of check-in or boarding for non-compliance with police, health or customs formalities, failure to present at boarding, etc.).

4.13 Overbooking - Overbooking - In the event of overbooking, a practice that compensates for passengers' non-attendance and optimizes the load factor, the Air Carrier is required to offer compensation to the passenger who would suffer this inconvenience. The Travel Agency cannot be held responsible in the event of overbooking. The Travel Agency will not be able to cover any costs whatsoever if for this reason the Customer is denied boarding.

4.14 Dupe - Double Reservation - When a person makes multiple reservations on the same flight (a practice called "dupe"), or on several flights of the same airline for the same flight route, on the same day, some Air Carriers reserve the right to cancel the seats without notice and without refund. This practice is beyond the control of the Travel Agency.

4.15 On-site services - In certain circumstances (airlines, destinations, fares, etc.), the purchase of ground services is mandatory. The Travel Agency may not bear any costs or refund if a passenger is denied boarding for non-compliance with this provision.

4.16 Animal Transport - Each Air Carrier has its own animal transport policy. Under certain conditions (safety rules, prior agreement of the Air Carrier, etc.) categories of pets may be allowed in the hold or cabin depending on the size of the animal. Prior to any Booking, the Customer must imperatively inquire directly with the Air Carrier. The transport of animals may be subject to a charge; generally, payment will be made at the Air Carrier's counter on the day of check-in. To know the cost of this service, the Customer must (i) inquire directly with the Air Carrier and (ii) mention in the section "Remarks or special requests" when ordering

online the weight and dimensions of the luggage allowing the animal to be transported. It is the Client's responsibility to complete this section.

4.17 Carrier identity & Black list - In accordance with articles R-211-15 and following of the French Tourism Code, the Customer is informed of the identity of the contractual or de facto carrier(s) likely to operate the purchased flight. The Travel Agency will inform the Customer of the identity of the Air Carrier who will operate the flight(s). In the event of a change of Air Carrier, the Customer will be informed by the contractual carrier or by the Travel Agency, by any appropriate means, as soon as it becomes aware of it and at the latest when checking in or boarding connecting flights. Pursuant to Article 9 of European Regulation 2111/2005 of 14 December 2005, the list of Air Carriers banned from operating in the European Community can be consulted at the following link: [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm).

4.18 Ticket loss or theft - In the event that the e-mail containing the electronic ticket is deleted, the Customer must make a request to the Travel Agency to have the flight ticket returned to him by e-mail. In the event of loss or theft of the paper air ticket during travel, the Customer must make a specific declaration to the police and the Air Carrier. The Customer must ensure his return at his own expense by purchasing another ticket from the issuing Air Carrier. All consequences resulting from the loss or theft of a ticket are the responsibility of the Customer. However, a refund, remaining at the discretion of the Air Carrier, may be requested by the Customer, accompanied by all the originals (ticket stub redeemed, boarding pass etc.). According to the professional practices specific to Air Carriers, the response time is one year.



4.19 Return flight confirmation - Regardless of the type of flight, it is often mandatory to confirm the return flight with the Air Carrier on site, at the earliest 72 hours before the scheduled date. It is the Customer's responsibility to confirm his return flight by complying with the requirements of the Air Carrier providing the air transport service.

4.20 Modification of return, on site - For any modification of the return flight, on site, the Customer must imperatively contact the Travel Agency and the Air Carrier directly. This modification may result in the payment of additional costs, or even a price adjustment that remains the responsibility of the Customer. Some tickets (excluding electronic tickets) can be modified on site subject to availability in the fare class indicated on the ticket. On the other hand, some notes cannot be modified, which results in the redemption of new notes. The Customer is required to inform the Travel Agency in writing of any changes made directly to the Air Carrier. The Travel Agency cannot be held responsible for the consequences of this lack of information.

4.21 Open Return - On scheduled flights with an "open" return date, it is advisable to book the return flight as soon as possible as confirmation is subject to availability. In general, the return flight is limited to one year.

4.22 Pre and Post Routing - If the Client organizes the pre and/or post routing himself, the Travel Agency's liability is totally excluded. The Travel Agency advises to reserve tickets that can be modified or even refunded to cover any financial loss.

4.23 Specificities of certain Air Carriers - It is generally accepted that some Air Carriers offer minor transport services. On-board services are kept to a minimum and are generally offered as an option and subject to additional charges to be borne by the passenger. The flight price does not include a meal tray or snack. These Air Carriers often use secondary terminals and/or airports. Some Air Carriers do not allow the carriage of underage passengers under 14 years of age travelling alone.

4.24 Miscellaneous provisions - The Air Carrier reserves the right, in the event of facts beyond its control, technical constraints or safety measures, to transport passengers by any mode of transport of its choice with due diligence, without any compensation being claimed by them.

## 5. Hotel conditions

If the Customer purchases only the "Hotel" Product from the Travel Agency, the delay in the air or rail pre-routing resulting in a lack of registration with the hotel operator is considered as a cancellation.

In the event of overbooking, a practice that compensates for non-attendance and optimizes the occupancy rate, the Travel Supplier will offer a substitute hotel of equivalent quality. If the Customer has not combined the "Hotel" Product with an air service, the Travel Agency cannot be held responsible for this dislocation.

5.1 Duration of stay - The duration of the stay is calculated on the basis of a number of nights and not days. These vary from 2pm to 6pm on the day of arrival, until 12pm the next day.

If, in the event of late arrival or early departure, the first and/or last night is shortened, no refund or compensation will be granted.

It is strongly recommended to inform the hotel in case of late arrival (after 7pm), especially during school holidays or on weekends (long weekends).

In case of reservation on an "Apart-Hotel", rental or leisure residence type Product, it is strongly recommended to prevent reception in case of late arrival, especially at weekends, as access to the establishment is often via an access code and reception is closed after 7pm and on weekends.

In the event of non-attendance on the first night and without notification from the Client to the hotel, the latter reserves the right to cancel the nights.

5.2 E-voucher - The customer will be given, after full payment, an E-voucher. Only the services explicitly mentioned on the E-voucher are included, it is therefore the Customer's responsibility to check the information on the E-voucher.

In the event that the E-voucher is not received within 48 hours of confirmation of the Order, the Customer must contact the Travel Agency.

The Client will deliver the E-voucher to the hotel reception desk on the day of arrival, failing which, he/she will have to pay the room price to the hotel without being able to claim reimbursement for the E-voucher not presented.

5.3 Room pickup and release - Rooms are available between 2pm and 6pm on the day of arrival and must be released before 12pm the next day. It is not possible to derogate from this rule, therefore any early taking possession or late release is considered as an additional night for which the Customer will have to pay a supplement to the hotel. In the event of late arrival at the hotel, the Client must inform the Travel Agency or the hotel of this delay in order to guarantee the Reservation, at the risk of being considered as cancelled.

5.4 Room types - Single rooms, although subject to a high additional charge, generally include a single bed. Double rooms are available, either with two beds or, more rarely, with a double bed. In international hotel practice, there are no real triple rooms. These are generally double rooms in which the hotelier adds an extra bed, often with basic comfort. All specific requests (e.g. baby beds, specific meals, special luggage / sports equipment, etc.) are subject to availability on arrival and may involve additional costs to be paid on site.

The following room descriptions and mentions shall have the meanings indicated below:

- Room designed for one person: A single bed.
- Double room with twin beds: Two single beds.
- Double room: One double bed.
- Room for three people: Twin beds or double bed plus an extra bed, or two double beds. Most hotels do not have a double bed for each occupant in their three-person rooms.
- Room with twin beds or double room for single occupancy: Two single beds or a double bed in the same room that will be occupied by only one person.
- Room for four people: Twin beds or double bed plus extra beds, or two double beds. Most hotels do not have a double bed for each occupant of their four-person rooms.
- Bedroom with twin beds or a double bed plus a cot: Room with twin beds or a double bed plus a bed for a child from two to twelve years old.
- Cradle: Suitable for a child under two years of age.

Be careful, the mention "Shared BED" or "share bedding" means in some hotels, especially in Asia that the child shares the bed or beds of the two adults.

On site, at the Customer's request, an additional bed can be installed according to the availability of the hotels (an additional charge may be requested on site).

5.5 Activities - It may happen that certain "free" activities proposed by the hotelier and indicated in the description on the Site, are deleted for climatic reasons, in the event of force majeure, a stay outside the tourist season, or when the number of participants required to carry out the activity is not reached.

The cancellation of any "free" activity in any of the above cases shall not in any event result in any compensation to the Client.

5.6 Meals - Hoteliers offer different packages. The most common are the following:

All Inclusive	This package includes accommodation, breakfasts, lunches, dinners and usual drinks (mineral water, fruit juices, soft drinks, wines, local alcohol) generally from 10am to 10pm. Some alcohols may not be included in the formula and may be invoiced by the hotel.
Full board accommodation	This package includes accommodation, breakfasts, lunches and dinners, without drinks.
Half board	This package includes accommodation, breakfasts and lunches or dinners as the case may be, without drinks.
Breakfast	This package includes accommodation and breakfast, without drinks.

Full and half board starts with the meal before the first night and ends with breakfast after the last night of accommodation.

In some countries, hoteliers do not provide drinking water, the purchase of drinking water bottles will remain the responsibility of the customer.

All additional consumptions not included in the formula are to be paid on site by the Client to the hotel owner.

5.7 Classification of the establishment - The indication of the level of comfort assigned to the hotels in the description corresponds to a classification established with reference to local standards in the host country, and which may therefore differ from French standards or those in the country of registration.

## 6. Prepackage Conditions

6.1 Duration of Stay - The duration of the stay at the hotel is the one defined on the E-voucher. The duration of the trip is calculated from the day of the invitation to the departure airport until the day of return. Prices are calculated on the basis of a number of nights. The night corresponds to the period of availability of the rooms, which varies according to the hotels. The first and last day may be shortened due to late arrival or early departure, depending on the schedules communicated by the Air Carrier. It is advisable not to plan professional obligations and/or transit or correspondence times that are too short on the day of departure or the day before as well as on the day of return or the following day.

6.2 Room pickup and release - Rooms are available between 2pm and 6pm on the day of arrival and must be released before 12pm the next day. It is not possible to derogate from this rule, therefore any early taking possession or late release is considered as an additional

night for which the Customer will have to pay a supplement to the hotel. In the event of late arrival at the hotel, the Client must inform the Travel Agency or the hotel of this delay in order to guarantee the Reservation, at the risk of being considered as cancelled.

6.3 Room types - Single rooms, although subject to a high additional charge, generally include a single bed. Double rooms are available, either with two beds or, more rarely, with a double bed. In international hotel practice, there are no real triple rooms. These are generally double rooms in which the hotelier adds an extra bed, often with basic comfort. All specific requests (e.g. baby beds, specific meals, special luggage / sports equipment, etc.) are subject to availability on arrival and may involve additional costs to be paid on site.

The following room descriptions and mentions shall have the meanings indicated below:

- Room designed for one person: A single bed.
- Double room with twin beds: Two single beds.
- Double room: One double bed.
- Room for three people: Twin beds or double bed plus an extra bed, or two double beds. Most hotels do not have a double bed for each occupant in their three-person rooms.
- Room with twin beds or double room for single occupancy: Two single beds or a double bed in the same room that will be occupied by only one person.
- Room for four people: Twin beds or double bed plus extra beds, or two double beds. Most hotels do not have a double bed for each occupant of their four-person rooms.
- Bedroom with twin beds or a double bed plus a cot: Room with twin beds or a double bed plus a bed for a child from two to twelve years old.
- Cradle: Suitable for a child under two years of age.

Be careful, the mention "Shared BED" or "share bedding" means in some hotels, especially in Asia that the child shares the bed or beds of the two adults.

On site, at the customers' request, an additional bed can be installed according to the availability of the hotels (an additional charge may be requested on site).

6.4 Classification of the establishment - The indication of the level of comfort assigned to the hotels in the description corresponds to a classification established with reference to local standards in the host country, and which may therefore differ from French standards or those in the country of registration.

6.5 Meals - Hoteliers offer different packages. The most common are the following:

All Inclusive	This package includes accommodation, breakfasts, lunches, dinners and usual drinks (mineral water, fruit juices, soft drinks, wines, local alcohol) generally from 10am to 10pm. Some alcohols may not be included in the formula and may be invoiced by the hotel.
Full board accommodation	This package includes accommodation, breakfasts, lunches and dinners, without drinks.
Half board	This package includes accommodation, breakfasts and lunches or dinners as the case may be, without drinks.

Breakfast	This package includes accommodation and breakfast, without drinks.
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In some countries, hoteliers do not provide drinking water, the purchase of drinking water bottles will remain the responsibility of the customer.

All additional consumptions not included in the formula are to be paid on site by the Client to the hotel owner.

6.6 Activities - Although the Travel Agency endeavours to update the information contained in its descriptions relating to free or paid activities offered on site, the Travel Agency cannot be held liable in the event of the cancellation of said activities for climatic reasons, in the event of force majeure, off-season tourist stays, or when the number of participants required to carry out the activity is not reached.

6.7 Relocation and Modification of Hotels - The Travel Supplier or the Travel Agency may be brought in, for multiple and legitimate reasons (change of flight due to the Air Carrier technical reasons, force majeure, acts of a third party, acts of the Customer, etc.), to substitute the hotel initially booked by another hotel of the same category offering equivalent services without giving right to compensation and without this measure constituting a modification of an essential element of the trip. As far as possible, the Client will be notified in advance and no compensation may be claimed by the Client.

Failing this, it is the responsibility of the Travel Supplier to relocate the Customer to an establishment offering equivalent levels of comfort and quality.

6.8 Rail transport - When the Prepackage includes a rail transport service, the use of transport tickets is subject to special conditions of validity indicated on the train tickets. No modification of itinerary or duration may take place during the trip without the agreement of the Travel Agency. Any modification caused by the Client or in the event of force majeure will be the responsibility of the latter for the costs it may entail. Children who have benefited from a reduction must be able to prove their age. The Client must be in possession of travel documents certifying that he is carrying out a packaging/stay (global invoice, accommodation permit, etc.). In some trains, the payment of a reservation for a seat or bed is mandatory as well as any "Designated Train" surcharges. The Travel Agency may not be held liable for changes in schedules, itineraries or station changes caused by external events such as: strikes (except strikes by the staff of the Travel Supplier in charge of rail transport), technical incidents or bad weather. In any event, the Travel Supplier's liability is limited to international conventions governing rail transport.

Some Travel Suppliers in charge of rail transport apply their own baggage policy. The Customer must imperatively inquire about the goods he can carry in his luggage and the restrictions in force. As the terms and conditions vary from one Supplier to another, it is preferable to carry out a casuistic verification.

6.9 Travel documents - A travel document will be given to the Client or sent by e-mail, after full payment, including 1) travel documents (airport invitation for a charter flight, flight ticket for a scheduled flight and train ticket for rail transport) and 2) the E- voucher for the land service. Only the services mentioned exclusively on the E-voucher are included in the price

of the service.

In the event that the Client does not receive these documents by email, he is required to contact the Travel Agency before his departure.

6.10 Photos and illustrations - The Travel Agency endeavours to provide the Client with photos illustrating or describing the services referenced on the Site. The illustrative photos are intended only to evoke the chosen destination and are only indicative. The purpose of descriptive photos is to give an overview of the category or level of standing of a service.

6.11 Extras - Payment for extras must be made on site at the hotel before departure. It is the Client's sole responsibility to verify the validity and accuracy of the invoicing of these extras and to settle any possible disputes on site. Under no circumstances may the Travel Agency intervene, in any way whatsoever, in the consequences of a direct transaction (extras being by definition excluded from the services included in the price relating to accommodation) between a client and a hotel owner, neither during the stay nor after the trip.

6.12 Values and Baggage - The Travel Agency shall not be liable for any loss, disappearance or theft of baggage left in a hotel room or other room, as well as in a bus or any other means of transportation.

6.13 Miscellaneous provisions - In some countries and according to local laws in force, the two members of a couple may only stay in the same room if they are married and one of them has the nationality of the country of stay. These provisions are applied in Morocco and Turkey in particular. Nationals of foreign countries must check with the competent authorities of the country or countries of destination and transit before registering and must indicate their nationality in their files. Although the Travel Agency does not endorse these practices, it is the responsibility of the Travel Agency to inform the Client of these practices.

#### 7. Liability and guarantees.

The Travel Agency offers the Booking Engine as is and makes every effort to ensure that it is updated, maintained and operated, but makes no warranty as to technical defects or the infallibility of the operation or that the system or portal will be operational at all times. Some information is occasionally cached and is only verified in real time when the Booking is confirmed.

The Travel Agency shall not be liable for any damage resulting directly or indirectly from the purchase of a Product offered on the Booking Engine, unless otherwise provided by law. The Travel Agency may under no circumstances be held liable for the sale of Products sold alone (which is not a Prepackage), in particular when the damage is attributable to the Client, or to the unforeseeable and insurmountable fact of a third party outside the provision of the services provided for in the contract, or to a case of force majeure.

#### 8. Force majeure and nature of the network

Neither party may be held liable for, nor be considered to be in breach of these terms and conditions of sale for any delay or failure in the performance of the contract resulting from events of force majeure, as defined by Article 1218 of the Civil Code and by the case law of the French courts. The use of the Internet is at the risk of the person who connects. The Travel Agency cannot provide any guarantee, in particular as to the absence of interruption or error of the Site or its performance, and vice versa for the Client. The parties shall not be held liable and shall not be deemed to have failed to fulfil their obligations if they are

prevented from performing all or part of them as a result of force majeure. Their obligations will be suspended for the duration of the force majeure. If, as a result of force majeure (including, in particular, political or social unrest or a precarious situation affecting security), irregularities are detected in Reservations, confirmations and/or the performance of travel or the provision of services due to the occurrence of unexpected events beyond the control of the Travel Agency, the Travel Agency shall be released from all legal liability for such irregularities or non-compliance.

#### 9. Administrative and health formalities

French nationals must be in possession of identity documents, up to date with border crossing formalities and up to date with the required vaccinations.

The formalities indicated during the Booking and in the travel documents are addressed only to French nationals.

Foreign nationals must check with the competent authorities of the country (or countries) of destination before placing the Order. To prepare the trip properly, and whatever the nationality of the Client, the Travel Agency advises the Client to consult all the information on the countries to be visited and on the administrative and health procedures to be carried out on the websites [diplomatie.gouv.fr](http://diplomatie.gouv.fr) and CIBT Visa, without forgetting the countries that may be crossed during stopovers or transits. The Client is responsible for the completion of these formalities and the resulting costs.

Minors must be in possession of identity papers in their name. Minors must hold an individual passport. Registration of minors on parents' passports, including "old model" passports known as Delphine passports, is no longer possible.

When the Client is accompanied by a minor child during his or her trip abroad, current French legislation does not require the Client to prove the family relationship by presenting a copy of the family record book. Nevertheless, the Travel Agency strongly encourages the Client to provide this element during a stay abroad.

Since January 2017, any minor habitually resident in France, regardless of nationality, leaving French territory without a holder of parental authority as part of an individual or group trip (school trip, summer camp, language trips) must present:

- An Authorization to Leave the Territory (AST) completed and signed by a holder of parental authority ([https://www.formulaires.modernisation.gouv.fr/gf/cerfa\\_15646.do](https://www.formulaires.modernisation.gouv.fr/gf/cerfa_15646.do)) This document must specify the period of validity of the authorisation within the year.
- A legible copy of the signatory's valid identity document (or one that has expired less than 5 years ago) containing the following information:
  - The surnames and forenames of the holder
  - Dates and place of birth
  - His photograph
  - His signature
  - The dates of issue and validity of the document and the issuing authority. As

such, no action at the town hall or prefecture is necessary.

- An identity document that meets the requirements of the destination and stopover country (<http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/conseils-par-pays/>)"

The Travel Agency can under no circumstances be held liable:

- penalties and/or fines imposed, resulting from non-compliance with health, administrative, customary and/or customs regulations in France or in the country of destination, as well as the consequences that may result;
- When the Customer cannot board the aircraft due to a lack of valid identification and/or health documents necessary for the completion of his trip, the Travel Agency may not refund the fare.

#### 10. Travel Insurance

No insurance is included in the prices offered on the Booking Engine. It is therefore recommended that when booking an air ticket, an insurance contract covering the consequences of certain cancellations and an assistance contract also covering repatriation in the event of accident or illness should be taken out. To this end, various insurance policy forms are offered during the Booking process. The risks covered, as well as the cost of the policies and the amount of the guarantees are indicated on the Booking Engine for information purposes only. In the event of the subscription of an insurance contract, the insurance policy will be delivered to the Client by e-mail and available during the sale process. Claims are reported, in accordance with the terms of the insurance contract, directly to the insurance company.

#### 11. Loyalty program

When booking the flight ticket, the Customer has the possibility to enter data relating to the loyalty programmes of the Travel Supplier of which the Customer is a member. Each of these loyalty programs is subject to the general conditions specific to each Travel Supplier. These general conditions may restrict the benefits granted to certain fares or classes. In case of doubt, it is recommended to contact the Travel Supplier on whom the loyalty program depends. Travel Suppliers have their own rules and regulations regarding loyalty cards. For any questions regarding the loyalty program, please contact these Travel Suppliers directly.

#### 12. Personal data & Cookies

As part of the reservation, the personal data collected will be processed electronically. The Client is invited to read the charter relating to personal data.

#### 13. Intellectual Property

The Client acknowledges that the Travel Agency is the owner of the Site and the Booking Engine. The Client acknowledges the original nature of the software and its protection by the provisions of the Intellectual Property Code and by international conventions. All elements of the Site and the Booking Engine, whether visual or audio, including the underlying technology, are protected by copyright, trademarks or patents. Similarly, the Travel Agency is the owner and/or has the right to use the trademarks, logos, designs and models appearing on the Site. Their disclosure shall in no event be construed as granting a license or right to use in any way the said trademarks and distinctive elements protected by copyright. They cannot therefore be used under penalty of counterfeiting. Thus, none of the documents from the Site and the Booking Engine may be copied, reproduced, republished, downloaded, posted, transmitted or distributed in any way whatsoever. However, it is possible to download a copy of the documents to a computer for your personal use and only for non-commercial purposes, provided that you do not modify the information contained therein and that you keep intact all copyrights and other proprietary notices. The modification of these documents or their use for any other purpose constitutes an infringement of the travel agency's intellectual property rights. The Client shall refrain from infringing in any way whatsoever the property rights held by the Travel Agency. Any hypertext link to the Site and the Booking Engine using the "framing" or "in-line linking" technique is strictly prohibited. In any case, any link must be removed at the request of the Travel Agency.



## 14. Miscellaneous

14.1 Right of Withdrawal - In accordance with the provisions of the Consumer Code, the right of withdrawal does not apply when purchasing tourist services as offered on the Site. Consequently, the Products reserved on the Site are not subject to the right of withdrawal and are exclusively subject to the cancellation and modification conditions provided for herein and/or in the specific conditions of the Travel Supplier.

### 14.2 Complaints and complaints

For any question or complaint relating to the sale of tourist services, please contact the Travel Agency's customer service department using the online form. After referral to the Travel Agency's customer service, if the response does not appear satisfactory and/or if no response is received within 60 days, the Customer may resort to a conventional mediation procedure by referring the matter to the Tourism and Travel Ombudsman, whose contact details and referral procedures are available on the website [www.mtv.travel](http://www.mtv.travel).

### 14.3 Proof

It is expressly agreed that, unless there is a manifest error on the part of the Travel Supplier or the Travel Agency of which the Customer provides proof, the data stored in the information system of the Travel Agency and/or the Travel Supplier shall have probative force with regard to the Reservations made by the Customer. Data in computer or electronic form constitute valid evidence and, as such, are admissible under the same conditions and with the same probative value as any document drawn up, received or kept in writing.

### 14.4 Partial invalidity - Integrity - Amendments to the Conditions

14.4.1 Partial Invalidity - If any of the provisions hereof shall be or become unlawful or unenforceable, it is agreed that the remaining provisions hereof shall remain lawful and enforceable against the parties (Customer and Travel Agency) regardless of the said unlawful or unenforceable provision or provisions.

14.4.2 Integrity - If any of the provisions of these terms and conditions is declared null and void or without object with regard to a legislative or regulatory provision in force and/or a court decision having the force of res judicata, it shall be deemed unwritten and shall not entail the nullity of the other provisions.

14.4.3 Modifications of the terms of sale - The terms and conditions may be modified at any time without notice. These modifications take the form of updating and dating the said conditions. It is understood that these changes will only apply to subsequent bookings. It is therefore imperative that the Client consults the General Conditions when making his Booking, in particular to ensure that the provisions in force are respected.

## 15. Applicable law and attribution of jurisdiction

The conditions of sale and use govern the relationship between the parties and are subject to French law. Any dispute relating to their interpretation and/or execution shall, in the absence of an amicable agreement, fall within the jurisdiction of the Courts of the place where the Travel Agency has its registered office or before the courts of the place where the client is domiciled.

## TOURISM CODE

In accordance with the provisions of the French Tourism Code, the provisions reproduced below are not applicable to the reservation or sale of tickets not included in a tourist package. All the information contained on the Website constitutes prior information. Therefore, unless otherwise specified, the characteristics, special conditions and travel prices as indicated on the website will be contractual upon acceptance of the terms and conditions of sale.

### EXTRACT FROM THE TOURISM CODE

#### Article R211-3-3

Subject to the exclusions provided for in the third and fourth paragraphs of Article L. 211-7, any offer and sale of travel or accommodation services shall be subject to the submission of appropriate documents in accordance with the rules defined by this section.

In the event of the sale of air tickets or regular line tickets not accompanied by services related to these transports, the seller shall issue to the Purchaser one or more transit tickets for the entire journey, issued by the carrier or under its responsibility. In the case of on-demand transport, the name and address of the carrier on whose behalf the tickets are issued must be indicated.

Separate invoicing of the various elements of the same tourist package does not exempt the seller from the obligations imposed on him by the regulatory provisions of this section.

#### Article R211-3-1-1

The exchange of pre-contractual information or the provision of contractual conditions shall be made in writing. They may be carried out electronically under the conditions of validity and exercise provided for in Articles 1369-1 to 1369-11 of the Civil Code. The name or business name and address of the seller and the indication of his registration in the register provided for in Article L. 141-3 or, where applicable, the name, address and indication of the registration of the federation or union mentioned in the second paragraph of Article R. 211-2 shall be mentioned. Article R211-4

Before concluding the contract, the seller must provide the consumer with information on prices, dates and other elements of the services provided during the trip or stay, such as:

- 1° The destination, means, characteristics and categories of transport used;
- 2° The type of accommodation, its location, its level of comfort and its main characteristics, its certification and its tourist classification corresponding to the regulations or customs of the host country;
- 3° The catering services offered;
- 4° The description of the itinerary in the case of a circuit;
- 5° Administrative and health formalities to be carried out by nationals or by nationals of another Member State of the European Union or of a State party to the Agreement on the European Economic Area in the event of, in particular, crossing borders and the time limits for their completion;
- 6° Visits, excursions and other services included in the package or possibly available for an additional charge;
- 7° The minimum or maximum size of the group allowing the trip or stay to take place and, if the trip or stay is subject to a minimum number of participants, the deadline for informing the consumer in the event of cancellation of the trip or stay; this date may not be set at less than twenty-one days before departure;
- 8° The amount or percentage of the price to be paid as a deposit upon conclusion of the contract and the schedule for payment of the balance;
- 9° The terms and conditions for price revision as provided for in the contract pursuant to Article R. 211-8;
- 10° The contractual cancellation conditions;
- 11° The cancellation conditions defined in Articles R. 211-9, R. 211-10 and R. 211-11;
- 12° Information concerning the optional subscription of an insurance contract covering the consequences of certain cases of cancellation or an assistance contract covering certain specific risks, in particular repatriation costs in the event of accident or illness;
- 13° Where the contract includes air transport services, the information, for each flight section, provided for in Articles R. 211-15 to R. 211-18.

#### Article R211-5

The prior information given to the consumer is binding on the seller, unless the seller has expressly reserved the right to modify certain elements of it. In this case, the seller must clearly indicate to what extent this modification may occur and on which elements.

In any event, changes to the prior information must be communicated to the consumer before the contract is concluded.

#### Article R211-6

The contract concluded between the seller and the Buyer must be in writing, drawn up in duplicate, one of which must be given to the Buyer, and signed by both parties. Where the contract is concluded by electronic means, Articles 1369-1 to 1369-11 of the Civil Code shall apply. The contract must include the following clauses:

- 1° The name and address of the seller, his guarantor and his insurer as well as the name and address of the organiser;
- 2° The destination or destinations of the trip and, in the event of a split stay, the different periods and their dates;
- 3° The means, characteristics and categories of transport used, the dates and

places of departure and return;

4° The type of accommodation, its location, its level of comfort and its main characteristics and its tourist classification in accordance with the regulations or customs of the host country;

5° The catering services offered; 6° The itinerary in the case of a circuit;

7° Visits, excursions or other services included in the total price of the trip or stay;

8° The total price of the services invoiced as well as the indication of any revision of this invoicing pursuant to the provisions of Article R. 211-8 ;

9° The indication, if applicable, of the fees or taxes relating to certain services such as landing, disembarkation or embarkation taxes in ports and airports, tourist taxes when they are not included in the price of the service or services provided;

10° The schedule and terms of payment of the price; the last payment made by the Purchaser may not be less than 30% of the price of the trip or stay and must be made when the documents enabling the trip or stay to be carried out are delivered;

11° The special conditions requested by the Buyer and accepted by the seller;

12° The manner in which the Purchaser may lodge a complaint with the seller for non-performance or improper performance of the contract, which must be addressed as soon as possible, by any means making it possible to obtain an acknowledgement of receipt from the seller and, where applicable, reported in writing to the tour operator and the service provider concerned

;

13° The deadline for informing the Purchaser in the event of cancellation of the trip or stay by the seller in the event that the trip or stay is linked to a minimum number of participants, in accordance with the provisions of 7° of Article R. 211-4 ;

14° Cancellation conditions of a contractual nature;

15° The cancellation conditions provided for in Articles R. 211-9, R. 211-10 and R. 211-11 ;

16° Details concerning the risks covered and the amount of cover under the insurance contract covering the consequences of the seller's professional civil liability;

17° Information concerning the insurance contract covering the consequences of certain cases of cancellation taken out by the Purchaser (policy number and name of the insurer) as well as information concerning the assistance contract covering certain specific risks, in particular repatriation costs in the event of accident or illness; in this case, the seller must provide the Purchaser with a document specifying at least the risks covered and the risks excluded;

18° The deadline for informing the seller in the event of a transfer of the contract by the Buyer;

19° The commitment to provide the Purchaser, at least ten days before the scheduled departure date, with the following information

:

a) The name, address and telephone number of the seller's local representative or, failing that, the names, addresses and telephone numbers of local bodies likely to help the consumer in the event of difficulty or, failing that, the telephone number making it possible to establish urgent contact with the seller;

b) For the travel and stays of minors abroad, a telephone number and an address allowing direct contact with the child or the person in charge of the child's stay;

20° The clause of termination and refund without penalty of the sums paid by the Purchaser in the event of non-compliance with the information obligation provided for in 13° of Article R. 211-4;

21° The commitment to provide the Purchaser, in due time before the beginning of the trip or stay, with the departure and arrival times.

#### Article R211-7

The Purchaser may assign his contract to an assignee who meets the same conditions as him to carry out the trip or stay, as long as this contract has not produced any effect.

Unless otherwise agreed in favour of the transferor, the transferor is required to inform the seller of his decision by any means necessary to obtain an acknowledgement of receipt at the latest seven days before the start of the journey. In the case of a cruise, this period is extended to fifteen days. This transfer is not subject, under any circumstances, to prior authorization by the seller.

#### Article R211-8

Where the contract expressly provides for the possibility of revising the price, within the limits provided for in Article L. 211-12, it must specify the precise methods of calculating price changes, both upward and downward, and in particular the amount of transport costs and related taxes, the currency or currencies which may have an impact on the price of the trip or stay, the part of the price to which the change applies, the rate of the currency or currencies used as a reference when establishing the price indicated in the contract. Article R211-9

When, before the Buyer's departure, the Seller is forced to make a modification to one of the essential elements of the contract such as a significant increase in the price and when he fails to comply with the obligation to provide information mentioned in 13° of Article R. 211-4, the Buyer may, without prejudice to any claims for compensation for any damage suffered, and after having been informed by the Seller by any means enabling him to obtain an acknowledgement of receipt thereof:

either terminate his contract and obtain immediate reimbursement of the sums paid without penalty; either accept the modification or the alternative trip proposed by the seller; an amendment to the contract specifying the modifications made is then signed by the parties; any reduction in price is deducted from any amounts still due by the Buyer and, if the payment already made by the latter exceeds the price of the modified service, the excess payment must be returned to him before the date of his departure.

Article R211-10-10

In the case provided for in Article L. 211-14, when, before the Purchaser's departure, the Seller cancels the trip or stay, he must inform the Purchaser by any means making it possible to obtain an acknowledgement of receipt; the Purchaser, without prejudice to any claims for compensation for any damage suffered, shall obtain from the Seller an immediate refund and without penalty of the sums paid; in this case, the Purchaser shall receive compensation at least equal to the penalty he would have incurred if the cancellation had occurred on that date.

The provisions of this article shall in no way prevent the conclusion of an amicable agreement aimed at the acceptance by the Purchaser of an alternative trip or stay proposed by the seller.

Article R211-11-11

Where, after the Purchaser's departure, the Seller is unable to provide a predominant share of the services provided for in the contract representing a significant percentage of the price paid by the Purchaser, the Seller shall immediately take the following measures without prejudice to any claims for compensation for damage suffered:

or offer services in replacement of the planned services, possibly bearing any additional cost and, if the services accepted by the Purchaser are of inferior quality, the seller must reimburse him, upon his return, the difference in price;

or, if he cannot offer any replacement service or if they are refused by the Purchaser for valid reasons, provide the Purchaser, without additional cost, with transport tickets to ensure his return under conditions that may be deemed equivalent to the place of departure or to another place accepted by both parties.

The provisions of this article are applicable in the event of non-compliance with the obligation provided for in 13° of article R. 211-4.