# **GENERAL SALES AND USE CONDITIONS**

Selling transportation tickets from appointed partner websites, hereinafter referred to as the "Website", is carried out by VLC TRAVEL, hereinafter referred to as "RESATRAVEL", a French law company, with a capital of 1,385,000 euros, registered under number 509 713 822 at the Lyon trade register, having its registered office at 73 Ter, rue Francis de Pressensé, 69100 VILLEURBANNE, France. RESATRAVEL holds the IM069110037 travel operator immatriculation number and has taken out:

- a financial guarantee with APST, 15 avenue Carnot, 75017 PARIS
- a professional liability insurance for travel agencies (in accordance with articles L.211-18 and R.211-35 to R.211-40 of the French Tourism Code) with HISCOX SA, 38 Avenue de l'Opéra 75002 PARIS, France.

The present General Terms and Conditions define the conditions under which the customer uses and contracts on the website. The General Terms and Conditions are applicable as of XXXXXXXXXXXXX, it being understood that this edition cancels and replaces the previous versions. By contracting, the Customer accepts the General Conditions without reservation.

# Introduction

In accordance with Article R. 211-3 of the Tourism Code, "In case of the sale of air tickets or tickets for transportation on a regular line not accompanied by services linked to this transport, the website shall issue the purchaser with one or more tickets for the entire journey, issued by the carrier or under its responsibility.

The strict liability defined in Article L. 211-16 of the Tourism Code does not apply to bookings or sale transactions, whether concluded at a distance or not, which are not part of a tourist package as defined either in Article L. 211-2 of the Tourism Code, and which relate to air tickets or to other tickets for scheduled travel.

RESATRAVEL, selling only tickets, shall act as a mere intermediary between the Carrier and the Customer, Carrier on whose behalf it shall sell the ticket to the Customer who has instructed RESATRAVEL to provide it. The contract of carriage by air, which is evidenced by the issue of the air ticket, shall be deemed to have been concluded between the Customer and the Carrier, in accordance with Article L.322-1 of the French Civil Aviation Code.

Neither RESATRAVEL shall be held responsible for the performance of the transport contract itself. Nor be a substitute of the Carriers or those providing the transport or transfer of passengers and luggage, as governed by the Warsaw International Convention of 12 October 1929 and the Montreal Convention of 28 May 1999 and the applicable European regulations.

The civil responsibility of airlines is governed by the legal texts as well as by the contractual documents relating to transport in the strict sense. According to the applicable convention, this liability is limited, in the event of damage, complaints or claims, to the strict air transport of passengers and their luggage.

#### Article 1 Definitions

"Customer" refers to the person using the booking plateform to book a ticket.

"RESATRAVEL" is the intermediary that proceed with the booking on behalf of the customer

"Website" means the online site whose function is to assist the customer in his tickets research and to make the appropriate reservations, and to conclude any related transactions with the Carriers.

"Order" means an order by which the Customer mandate RESATRAVEL to book transportation tickets. The order does not constitute a final confirmation. The customer accepts the use of electronic media as a means of concluding the contract.

"Reservation" means any order for products or services that the customer places on the Website and which is associated with a reservation number.

"Carrier" refers to companies operating transport services by air, rail, bus or boat.

### Article 2 Website use

#### 4.1 Provision of the Website

The present Website is made available to any Customer subject to these Terms and Conditions of Sales. When purchasing from or using the Website in any way, the Customer accepts these Terms and Conditions.

#### 4.2 Website users

The purchase of Services is reserved to Users having previously read the General Conditions in their entirety and accepted them by ticking the box or clicking on the hypertext link provided for this purpose. Without this acceptance, it is technically impossible to continue the booking process since completion of the booking process on the Website implies express acceptance of these General Conditions by the User.

#### 4.3 Customer information

According to his national law, the Customer must be of legal age, legally capable of contracting and use the Website in accordance with the General Conditions.

Except in case of fraud for which it is up to him to provide proof, the Customer is financially responsible for his/her actions and purchases on the Website.

He also guarantees the truthfulness and accuracy of information provided on the Website and undertakes to keep it up to date.

### 4.4 Use of the Website

The present Website is reserved exclusively for the personal use of the Customer. Any modification, reproduction, duplication, copy, distribution, selling, reselling or exploitation whether for commercial or non-commercial purpose is strictly forbidden.

The Customer undertakes not to use this Website for illegal or prohibited purposes. The Customer agrees, in particular, to use this Website only for personal purposes and certifies that the products or services purchased on the Website will be for his or her own personal use or consumption or for the use or consumption of persons on whose behalf he or she is legally authorised to act.

#### 4.5 Website content

All the content of the Website and all intellectual property rights are the property of RESATRAVEL, its companies or its partners. Intellectual property rights protect the RESATRAVEL trade name, other brands and logos displayed on the Website. The customer is not granted any right or ownership over the content of the Website. Any unauthorised use of all or part of the Website shall constitute a violation of intellectual property rights, which may be subject to legal action.

### 4.6 Website availability

The Website is available on an "as it is" basis and is only accessible on its sole availability. RESATRAVEL shall not be held liable if, due to maintenance operations on the Website or for reasons beyond its control, the customer is unable to access the Website, or if access is interrupted at any time, or if any defect beyond its control prevents an operation from being performed.

RESATRAVEL does not guarantee that the Website is free from computer viruses or other anomalies beyond its control.

### Article 3 Booking conditions

### 3.1 Withdrawal Rights

The Customer is informed that, in application of the Consumer Code provisions, he/she does not benefit from the right of withdrawal and therefore remains irrevocably committed as soon as the order is validated.

### 3.2 Administrative formalities

Customers are informed that, depending on the country of destination or transit, specific administrative formalities must be carried out in order to obtain required authorizations allowing entrance and stay in the country of destination.

French nationals should refer to the government's Travel Advice website: https://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/

Similarly, in some countries, health standards must be met by Customers in order to board the aircraft and enter the destination country.

Customers have the obligation to enquire about the conditions of entry and stay from the authorities of the destination country, and shall hold RESATRAVEL harmless in this respect.

Thus, RESATRAVEL cannot be held responsible for a denied boarding or a refusal to enter the country of destination by the local authorities.

## Article 4 Booking process, prices and payment

#### 4.1 Booking process

The Customer may place an order exclusively on the Website, with a possible assistance by phone on the number indicated on the Website.

Step 1: the customer performs a search on the Website indicating: the date(s) of travel, the chosen destination(s), the number of participants and their category (adult, child, and baby) as well as the level of comfort desired by choosing a booking class.

Step 2: RESATRAVEL queries the Carriers and proposes a search result. This result may contain counterproposals (e.g., a flight departing from a different airport from the requested during the search, or an offer on a different date from the one requested).

Step 3: The customer chooses the airline for which he wishes to entrust RESATRAVEL with the booking.

Step 4: RESATRAVEL displays the details of the selected transport(s). To make the reservation, the customer shall enter his purchasing details as well as the information relating to the passenger(s), and then proceed with payment.

By validating the fourth and last step, the Customer purchases the selected transport ticket(s).

Step 5: RESATRAVEL address then a confirmation by e-mail to the customer confirming that the order has been taken into account.

Step 6: RESATRAVEL shall then verify the completion of the booking(s) with the Carrier(s).

Step 7: RESATRAVEL send the tickets in electronic format to the customer.

N.B.: When purchasing air tickets, the Carrier may impose on RESATRAVEL, on certain flights and on certain dates, specific fares and tickets issuing conditions reserved for residents of certain countries, or subject to a certain processing time.

RESATRAVEL shall be entitled to cancel the order free of charge in the event that it is unable to make the booking. In this case, RESATRAVEL shall undertake to refund the customer from all sums paid.

### 4.2 Travel documents

After verification of the booking and full payment, RESATRAVEL will send to the customer a confirmation by email containing the booking reference(s) made by RESATRAVEL with the Carrier(s) concerned by the order.

RESATRAVEL will also send a travel document to the Customer containing the details of the booking and the booking references of the Carrier. This document shall be sent by email to the Customer between the day of booking and at the latest 2 days before departure. The travel document provided by RESATRAVEL is not a ticket. However, RESATRAVEL strongly recommends that the customer print it out and keep it with him during his journey.

In order to travel, the Customer shall obtain a ticket (boarding pass, dematerialised ticket, etc. for each journey issued by the Carrier(s)).

The conditions for obtaining such tickets/boarding passes may vary from one Carrier to another. Generally speaking, the cards/tickets to be presented at boarding can be obtained free of charge at the Carrier's check-in desk located in the airport or station of departure, within the deadlines indicated on the travel documents sent.

However, some Carriers require electronic check-in and boarding passes printing, otherwise the service get subject to a fee at the counter. In such cases, RESATRAVEL shall inform the customer when sending the travel documents.

RESATRAVEL shall inform the customer in the order confirmation email, and shall provide:

- All information required to obtain the ticket and the procedure to follow, OR
- The ticket itself.

The customer is strongly advised to check regularly his e-mail box (including the spams), to print his document of travel and to get them available during the entire trip.

#### 4.3 Fares

Fares are shown in euros, including all unavoidable and foreseeable taxes, fees, surcharges and applicable duties. The prices are indivisible and constitute an overall price for all the transport services booked, for all the participants.

In the event of an erroneous or obviously derisory price (low price) being displayed, for whatever reason (computer bug, manual error, technical error, etc.), the sale is void. The order, even if validated by RESATRAVEL, shall be null and void by simple declaration by RESATRAVEL.

Under no circumstances shall RESATRAVEL be entitled to claim any compensation for any additional costs incurred by the purchase of a service whose price is the result of a material error in computer labelling.

If RESATRAVEL cancels an order for the above-mentioned reason, RESATRAVEL shall refund to the customer all sums received for the order.

### 4.4 Payment

The services ordered on the Website are payable exclusively in Euros by:

- Credit Card,
- Visa Card,
- Eurocard/Mastercard,
- ANCV holiday vouchers (valid only for flights booked on RESATRAVEL for French trips, including French overseas departments and territories, and the European Union). Only paper holiday vouchers are accepted. The use of holiday vouchers is subject to the specific conditions of the ANCV.

Payments in three or 4 times by credit card, instalment payment solution by credit card Visa or Mastercard are valid only for cards issued in France. The service provider applies a processing fee.

At its sole discretion, RESATRAVEL may or may not offer the payment methods on its website, depending on the order's context. The conditions of the payment method shall be given at the time of payment or on the booking Website.

In accordance with article L.132.2 of the French Monetary and Financial Code, the commitment to pay given by card is irrevocable. This payment can only be stopped in the event of loss, theft or fraudulent use of the card. Any stop payment for any other reason or as a right of withdrawal constitutes a case of credit card fraud. Full payment shall be made at the time of ordering.

RESATRAVEL strives to actively fight against credit card fraud and may ask the customer to provide a photocopy of the credit card used to valid the booking, as well as a proof of identity and a proof of address. In the absence of reply from the customer or in the event that the customer cannot be contacted, RESATRAVEL reserves the right not to process the order and the reservation request may be declared null and void by RESATRAVEL.

Any other means of payment shall not be accepted without the express prior agreement of RESATRAVEL.

### 5.1 Identity and modification of the Carrier

In accordance with decree no. 2006-315 of 17 March 2006, the customer shall be informed of the identity of the Carrier(s), knowing that the flights may be scheduled, chartered or low-cost flights. RESATRAVEL shall inform the customer about the name of the actual airline that will operate the flight(s).

In the event of a change of Carrier, the Customer shall be informed as soon as possible by the contracting Carrier or RESATRAVEL, by any appropriate means.

In accordance with article 9 of European regulation no. 2111-2005 of 14 December 2005, the list of airlines banned from operating in the European Community may be consulted on the European Commission's website at the following address

http://ec.europa.eu/transport/modes/air/safety/air-ban/index\_fr.htm

### 5.2 Schedule and itinerary changes

RESATRAVEL shall not be held responsible for late and unannounced modifications of times, itineraries or timetables (day of rotation), stopovers not scheduled in the initial itinerary, changes of departure or arrival airports that may occur, in particular in Paris (between Orly and Roissy), whether for unfavourable weather conditions or any unforeseen circumstances, specially during pics periods when aircraft rotations are more frequent and security requirements may cause delays. These changes cannot constitute a reason for cancellation or compensation of any kind.

In general, in the event of any modification, time or day of flight, by the transporter, RESATRAVEL's liability cannot be concerned for tickets bought directly by the passenger as pre or post routing from/to another flight, and shall not be subject to any claim for refund. RESATRAVEL shall advise the Customer to allow sufficient connection time and shall strongly recommend that the Customer book modifiable or even refundable tickets for pre and/or post-trip flights purchased outside the Website.

#### 5.3 Check-in

Passengers must show at the airport check-in desk within the time required by the Carrier providing the transport. It is the Customer's responsibility to check with the airline the check-in counter closure time after which the passenger's check-in will no longer be accepted.

Please note: disabled persons, passengers with oversized baggage or excess baggage must contact the airline in advance to check the check-in desk closure time.

## 5.4 Pregnant women

It can happen that airlines refuse the boarding to pregnant women when they consider that, due to the term of the pregnancy, there is a risk of premature delivery during transport. It is the Customer's responsibility to check with the Carrier before making any reservation. RESATRAVEL shall not be held responsible for any deny on board to a pregnant person, which is the sole decision of the Carrier. Pregnant women are advised to consult a general practitioner before making a reservation.

### 5.5 Infants and children

Infants (under 2 years of age) do not have a seat on the aircraft. Consequently, only one baby is accepted per adult passenger. It is the Customer's responsibility to enquire as to the suitability of babies and children for travel, being understood that RESATRAVEL shall not be held responsible if the airline refuses to accept a baby or a child on board.

### 5.6 Airport assistance and special requests

In order to facilitate the transport and verify the application of the specific rules of the transporter regarding travellers' assistance, the customer must inform RESATRAVEL of any assistance requirements (physical or mental disability, age, illness, heavy build, etc.) at the time of the booking. The customer shall be informed that, apart from free assistance for disabled persons and persons with reduced mobility, specific requests may be subject to additional charges.

In this respect, it belongs to the passenger to get informed on such assistance possibilities and its possible additional costs before making a reservation.

For any services request beyond the air ticket, particularly with regards of low-cost flights (meals, priority boarding, pre-payment of excess baggage, animals, sports equipment, etc.), the customer shall contact RESATRAVEL to find out about the availability of the service and its additional costs, which may vary depending on the airline and the fare basis.

#### 5.7 Baggage

Items covered by the IATA International Dangerous Goods Regulations, including explosive, flammable, corrosive, oxidising, irritant, toxic or radioactive items, compressed gases and items not authorised by States are not permitted in Baggage.

Each Carrier adopts its own policy on unauthorised items carried. RESATRAVEL shall not be held responsible if the Carrier refuses to take on board a luggage. The customer is fully responsible for his luggage and its contents. For further information, RESATRAVEL invites the customer to visit the website of the Ministry of Transport to find out about the measures to be observed.

In case of loss, damage or theft of personal effects and/or of luggage at arrival (Outgoing and/or incoming), the customer must draw up a luggage irregularity report before leaving the airport. Should the customer fail to draw up such report, he will not be entitled to make any claim against the Carrier. RESATRAVEL shall not be held responsible for any denied boarding or confiscation of objects deemed dangerous by the airline or the airport authorities. It is the Customer's responsibility to find out what objects are prohibited to be checked in and on board.

## 5.8 Hand and cabin baggage (any baggage not checked in)

Each airline having its own policy in this respect, it belongs to the passenger to enquire of the airline which will be operating as to the maximum circumference and weight allowed by the airline, being specified that the most restrictive provisions in this respect at the date of drawing up these conditions allow only one piece of cabin baggage per passenger, with a maximum circumference of 75 cm and a maximum weight of 5 kg.

## 5.9 Checked in Bagages

Each airline having its own policy in this respect, in particular Low Cost airlines, it belongs to the passenger to enquire, before boarding, with the airline that will be operating about the maximum circumference and weight allowed by the latter, being specified that the most restrictive provisions in this respect at the date of drawing up these conditions allow for only one piece of hold luggage per passenger, with a maximum circumference of 140 cm and a maximum weight of 15 kg.

In the event of excess baggage, if permitted, the Customer must pay a supplement to the airline at the airport. The baggage allowance is indicated, if applicable, on the flight plan, the e-ticket or the airport invitation.

## 5.10 Return flight Confirmation

The Customer is recommended to re-confirm his return flight times, on site, at least 48 hours prior departure for charter or low cost flights and 72 hours before departure for scheduled flights, either

with the Carrier or with its local representative whose contact details are shown on the exchange vouchers.

### 5.11 No show at boarding

In case of a no-show at the boarding gate, the Carriers reserve themselves the right to cancel the outgoing and return flights without any refund (excluding airport taxes), or to apply additional charges to keep the validity of the return flight. Cancellation or additional charges are subject to each airline's own terms and conditions of sale.

These conditions also apply to air tickets that include a train segment.

RESATRAVEL shall not be held responsible or liable if the said pre-routing has not been carried out.

RESATRAVEL shall not be held liable if the said pre-routing is not included in the contract and is therefore the sole responsibility of the Customer or of the Carrier with whom he has freely contracted.

### 5.12 Miscellaneous provisions

As a rule, any seat not used on the outgoing and/or incoming journey, for whatever reason, cannot be refunded. (Excluding refundable airport taxes).

As some Carriers apply more favourable conditions, it is the Customer's responsibility to contact RESATRAVEL to find out whether the ticket may be subject to a total or partial refund and whether cancellation fees apply.

RESATRAVEL cannot be held responsible for delays beyond its control (due to air traffic, strikes, terrorist attacks, technical or other incidents). Connections are not guaranteed and no compensation shall be granted. A flight is called a direct flight when it keeps the same flight number from the point of departure to the point of arrival (even if there are one or more stopovers). The Carrier reserves the right, in case of facts beyond its control or technical constraints, to carry out passengers by any mode of transport of its choice with reasonable diligence, without any compensation being claimable by them.

That is why it, is strongly recommended to do not take any commitments for the day of departure or on the day or the day after your return.

#### Article 6 Cancellations and modifications

### 6.1 Modalities for modifications and cancellations requests

Any request to modify or to cancel a booking must be made in writing to RESATRAVEL, either by:

- E-mail by connecting to the order tracking space on its website,
- By registered letter with acknowledgement of receipt sent to RESATRAVEL's registered office.

No cancellation or modification request will be processed by phone.

RESATRAVEL will send a modification or cancellation proposal to the customer by e-mail. The customer shall definitively confirm the modification or cancellation by return e-mail or by registered letter with acknowledgement of receipt addressed to RESATRAVEL's head office.

In the absence of such confirmation, the modification or cancellation cannot be taken into consideration by RESATRAVEL. It is the Customer's responsibility to ensure that he receives a confirmation of his request and to check regularly his mailbox.

The date selected to define the cancellation periods giving rise to the penalties below will be the date of receipt of the registered letter with acknowledgement of receipt or the e-mail sent to RESATRAVEL by the customer.

Generally, carriers do not accept passenger changes after the purchase of a ticket. However, should the Carrier accept such changes, the customer shall be informed that RESATRAVEL will apply a modification fee of €150 in addition to the Carrier's fee.

Any change of date and/or time of transport may give rise to a fare difference according to the rates charged by the Carrier.

#### 6.2 Cancellation and modification fees

RESATRAVEL apply a fee of 50 euros (including VAT) per passenger for any modification (except for passenger changes as provided for in article 6.1) or cancellation request, in addition to the fees applied by the concerned Carrier.

Each Carrier has its own fare policy with regard to cancellation and modification. Customers wishing to obtain information on the cancellation and modification fees specific to their reservation are invited to contact RESATRAVEL.

Unless the conditions of the Carrier chosen by the customer are better, the cancellation fee shall be 100% of the ticket price at the time of registration.

## 6.3 Airport taxes Refund

In the case that the customer does not use his ticket, he may request within 15 days following the actual date of the flight, the refund of the taxes and fees that are individualised and displayed as such in the price of the ticket and that are due and payable according to the actual boarding of the passenger.

The request shall be made online or by registered letter with acknowledgement of receipt addressed to RESATRAVEL.

If the request is made by registered post with acknowledgement of receipt, RESATRAVEL shall deduct 20% of the refunded amount per ticket as administrative processing costs.

RESATRAVEL will forward the request to the concerned Carrier and shall make the refund to the Customer within thirty days of receiving the request.

The Customer is informed that only airport taxes linked to the number of persons actually boarding the aircraft are refundable.

Other taxes applied by the carriers (such as but not limited to, security surcharge, solidarity tax, fuel surcharge, etc.) are not refundable.

## 6.4 Cancellation / modification by the Carrier

Transport may be cancelled or modified for various reasons (weather problems, etc.). The conditions of refund, if any, in case of cancellation and/or modification of the transport depend on the rules of each Carrier. However, it is specified that in case of cancellation, the reservation and insurance fees shall not be refunded.

RESATRAVEL is not obliged to refund these costs.

### Article 7 - Claims

Passengers being carried may submit a complaint to RESATRAVEL for non-performance or poor performance of the contract. This complaint should be sent as soon as possible, by any means enabling an acknowledgement of receipt, and must include all supporting documents that enable the complaint to be processed. The time taken to process complaints depends on the time taken by the concerned Carrier to answer to the said complaint.

#### Article 8 -Insurance

No insurance is included in fares shown by RESATRAVEL. Therefore, RESATRAVEL recommends that the customer subscribe to the insurance policy offered at the time of booking, covering the consequences of cancellation or modification of the service purchased. Risks covered by the insurance policy, guarantees, their cost, exclusions and refunds terms and conditions shall be specified in the insurance contract.

RESATRAVEL advises the customer to read the insurance contract carefully prior to any subscription. The Customer may receive for free a copy of the insurance contract on request to RESATRAVEL and/or consult and print it on the Website. Since the civil liability notion (accident, incident, and theft) changes from a country to another, depending on legislation, customers are strongly advised to take out individual insurance.

## Article 9 Responsibility and force majeure

Under no circumstances shall RESATRAVEL be held liable for circumstances of force majeure, for the actions of third parties not involved in the provision of the services provided for in the contract or for the poor performance of the contract attributable to the customer. As the Customer, himself makes the final choice of the Carrier, RESATRAVEL shall never be held liable for the identity of the Carrier or any fault of the latter. It is understood that the liability of the Carrier, in particular the airline whose services are used in RESATRAVEL's packages, and of their agents or employees, shall be determined by the legal provisions relating to the air transport of passengers.

## Article 10 Right to toll-free assistance and implementation

### 10.1 Right to toll-free assistance

RESATRAVEL provide the customer with a non-surcharged call number dedicated exclusively to the monitoring of the execution of the order. This number will appear on the e-mail of confirmation of the booking. In order to benefit from this toll-free assistance, the customer must provide his booking number and use it exclusively to monitor the execution of the order.

## 10.2 Follow-up of the execution of the order

The follow-up of the execution of the order is understood to start from the sending of the order confirmation e-mail to the receipt by the Customer of the necessary documents for the effective execution of the order (electronic ticket, etc.).

### Article 11 Data processing and freedoms

According to the terms of the French Data Protection Act, the customer is informed that his order is subject to a computerised of his personal data processing. This information enables RESATRAVEL and its service providers to process and execute the order of the customer. Hereby, he is informed and accepts, in accordance with the provisions of Article 69 of the French Data Protection Act, that his data may be transmitted to service providers and sub-contractors in the context of the execution of services, without geographical restrictions and even in countries that are not able to offer the same level of protection than the French Data Protection Act. The right for access and rectification of

information guaranteed by the law may be exercised either by contacting RESATRAVEL by e-mail or by post to RESATRAVEL's head office or through the order tracking section of the Website.

# Article 12 Proof

It is expressly agreed that the data contained in RESATRAVEL's information system shall be valid as proof of orders and any other element relating to the use of the Website. Data on computer or electronic media kept by RESATRAVEL may be validly produced as a means of proof in the same way as any other written document.

### Article 13 Disputes

### 13.1 Complaints

For any questions or complaints relating to his purchase, the customer may contact RESATRAVEL's Customer Service

#### 13.2 Mediator of tourism

Whether you tried to settle your dispute through RESATRAVEL's customer service and you are not satisfied with the response, or whether there is no response within 60 days, you may appeal to the Tourism and Travel Ombudsman: MTV Médiation Tourisme Voyage BP 80 303 - 75 823 Paris Cedex 17http://www.mtv.travel/index.php?page=Contact

## 13.3 Applicable law

The present terms and conditions of sale are subject to French law. Any dispute relating to their interpretation and/or execution is subject to the French courts.