

Conditions of Sale and Site Usage

Updated on 12 September 2017

This issue replaces and voids all previous versions.

Acceptance of the present specific conditions is required through ticking the box or clicking on the link provided for this purpose. Without this acceptance, completing the reservation process is technically impossible, and the Client must be aware of this and accept the content. As a result, the finalisation of the booking process is express acceptance of the present general conditions by the Client. Any messages concerning your reservation must be sent to Misterfly – 25, rue de Ponthieu- 75008 Paris or submitted via the dedicated form.

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1. Use of the Booking Engine

1.1 The Booking Engine offers a range of tourist services (hereinafter "the Products"). The Booking Engine publishes the description of the Products and their availability. The Booking Engine is therefore a technical interface allowing the Client to be supplied with information concerning the Products and to reserve them. The Booking Engine is designated for individual clients and is subject to the present conditions.

1.2 The Booking Engine is property of Misterfly, simplified joint stock company, registered in the Paris Trade and Companies Register under number 807 712 690 with headquarters at 25, rue de Ponthieu 75008 Paris, registered as a travel agency with Atout France, 79/81 rue de Clichy 75009 Paris under reference IM075140074, holder of an insurance policy with MMA IARD SA, 14 boulevard Marie et Alexandre Oyon - 72 030 Le Mans Cedex 9, approved by IATA (hereinafter "the Travel Agency").

1.3 The Client declares to be of age, holding the legal capacity to conclude the present contract and to use the Booking Engine in accordance with the present stipulations which the Client fully understands and accepts. The Client assumes full financial responsibility for all use of the Booking Engine. Moreover, the Client declares and accepts that all information communicated during the creation of its account are true, complete and exact and the Client is bound to keep these up to date.

1.4 Limitation of user rights for the Booking Engine- Use is limited to the functions of the Booking Engine. All use other than provided is subject to the prior written agreement of the Travel Agency. The Client expressly recognises and accepts that the Booking Engine is intended for personal use. The Client commits to normal and reasonable usage which is not likely to bring harm. The Client commits to not disrupt or damage the operation of the Booking Engine in any way whatsoever. The Client commits to not use the Booking Engine for illegal or prohibited purposes. Modification, reproduction, duplication, copying, distribution, sale, resale or exploitation of the Booking Engine for commercial or non-commercial purposes is prohibited outside of the limitations stated by the conditions. Based on legitimate grounds, the Travel Agency reserves the right, at any moment and without prior warning, to cancel or suspend access to the Booking Engine. The Client is aware of the specific nature of Internet communication, specifically the impossibility of guaranteeing a constant service.

1.5 The Client is bound to immediately inform the Travel Agency (I) of any counterfeiting of the Booking Engine or action resembling the same, whether from a third party with which the Client is familiar or (ii) of any loss or destruction of data as well as any malfunction, even where this does not cause the Booking Engine to stop working.

1.6 Limitation of liability- The Travel Agency grants the non-transferable and non-exclusive right to use the Booking Engine. Concession of the right to use the Booking Engine does not entail any transfer of ownership. The Travel Agency does not guarantee that the booking engine will be free of errors or malfunctions. The Travel Agency is expressly subject to best-efforts obligation and will not be held

responsible for operating faults of the Booking Engine. Subject to legal provisions which are to the contrary, the Travel Agency will not be responsible in any case and under any circumstances for indirect damage resulting from the use of or being unable to use the Booking Engine. The Client alone bears the risks linked to using the Booking Engine. Under no circumstances will the Travel Agency be held responsible for any loss of revenue, profits or costs indirectly caused to the Client from using the Booking Engine or its potential failure. Accordingly the Client is solely responsible for operations carried out while using the Booking Engine.

2. Your Reservation and Definitions

2.1 Definitions

"Travel Agency": denotes Misterfly, the travel professional providing its own clientele with use of the search engine allowing tourist services to be reserved.

"Client" denotes the client using the website.

"Order" denotes the order with which the Client requests the Travel Agency to reserve tourist provisions and/or additional services. The Order does not constitute final confirmation.

The Travel Agency will inform the Client when the Order is registered for processing. The order will be considered as reserved and confirmed on confirmation of payment. Reservations made through the site www.vente-privee.com are subject to the conditions of sale of Misterfly and to the conditions of the Travel Provider. Pursuant to the requirements of Article 1369-8 of the Civil Code,

The Client accepts the use of electronic medium as the method of concluding the contract. The electronic document formalising the contract will be recorded in the files of Misterfly.

"Travel Provider" denotes all service providers involved in the provision of tourist services: air carrier, hotel, transfer, car hire and tour operator.

"The Products" denotes the inventory published on the Booking Engine. In a non-exhaustive manner, the inventory includes air transport, hotel services and car hire services.

"Dynamic Package" - denotes the service resulting from the prior combination of at least two operations relating to transport, accommodation or other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package: covering a period of more than twenty-four hours or including an overnight stay when sold or offered for sale at an inclusive price.

"Reservation" denotes all orders for products or services which the Client carries out on the website. This order is assigned a reservation number.

"Air Carrier" denotes airlines.

2.2 Roles of the Travel Agency and the Travel Provider – For the sale of Dynamic Packages, the Travel Agency is subject to Articles L.211-1 and following of the Tourism Code. The Travel Agency may not be held responsible for fortuitous events, cases of force majeure (strikes, bad weather, war, natural disasters, epidemics, attacks, technical failures etc.) resulting from a third parties, the Client or the Travel Provider.

2.3 Active role of the Client - The Client carries out a Reservation on the Client's own account through the Booking Engine. In addition, the Client will ensure the proper selection of departure dates, of the Product and the proper transmission and spelling of personal information relating to the Client. The Travel Agency does not assume liability if the Client supplies incorrect data or information during reservation using the Booking Engine. No negligence of the Client may be imputed to the Travel Agency.

2.4 Reservation procedure - After completion of the order, the Travel Agency will send a confirmation email. This first confirmation email shall summarise the main elements (the services reserved, the price, the quantity, the date of travel, the names of those using the service etc.) relative to the order submitted by the Client. In absence of such a document the reservation will not be carried out. Pursuant to Article 1369-5 of the Civil Code, the order and the order confirmation are considered as received when the parties to which they are sent are able to access them by email. The Client must ensure proper receipt of the confirmation email, regularly checking their inbox, especially through checking "Spam "or "Unwanted Mail" folders. If the Client selects Products by mistake or provides incorrect data for any of the sections of the Order, the Travel Agency will not be held responsible. All email addresses given must be valid at the moment of reservation. No negligence of the Client may be imputed to the Travel Agency.

2.5 Options and Special requests - the Client may consult the Travel Agency concerning specific requests (for example: dietary requirements, facilities for the disabled, child seats etc.). The Client must inform the Travel Agency of any assistance requirements (physical or mental handicap, age, illness, large size etc.) for passengers. The Client is bound to complete the required section of the form during reservation online or by telephone. Additional conditions specific to air tickets may be applied by the Travel Provider. Charges relating to special requests are treated on a case by case basis, in particular according to the Travel Provider. For this reason, according to the request, the Travel Agency will provide a quote which will require confirmation from the Client. Travel documents will only be issued on final confirmation of the special request. The Travel Agency cannot guarantee that these requests will be met, but the Travel Agency will submit them to the Travel Provider.

2.6 Ticketing, travel documents and technical constraints - All travel documents sold on the Booking Engine are given in electronic format. The electronic ticket and e-voucher are of a non-physical format allowing travel and stay.

Regarding air services, the Travel Agency will send an email containing the e-ticket number and the reservation number. The Client must present themselves at the Air Carrier's registration desk with the e-ticket (whatever the medium used) for the reservation number and/or confirmation email as documentation for the reservation as well as valid personal identification documents (passport, visa, identity card etc.) to obtain a boarding card. Air Carriers have their own rules and regulations concerning electronic tickets. Air services are subject to technical acceptance of the ticketing **service**, which may be unable to issue tickets in extreme cases. As a matter of fact, the Air Carrier may impose specific rules for issue on the Travel Agency for certain flights, for certain dates, or to benefit from certain tariffs, such as issue of the ticket within a maximum delay after the reservation, with access to certain tariffs reserved for residents of certain particular countries. In these cases, the Travel Agency will endeavour to do its best to inform the Client within the best possible time period and as far as possible to offer a solution for air transit accompanying the new tariff conditions, which remain the responsibility of the Client. In the absence of a solution, the Travel Agency shall have the right to cancel the booking without charge.

In relation to group transport, the Travel Agency will send an e-mail containing the essential elements of the Order indicating the reservation number. The Order will materialise through issue of a voucher (hereinafter the E-Voucher).

During purchase of a Dynamic Package, the Client must produce the E-voucher identifying the essential elements of the reservation at the hotel reception. Only services mentioned exclusively in the E-voucher are included in the price of services.

3. Purchase Conditions

3.1 Price and payment

3.1.1 Price - Travel Providers are contacted in real time. During update of the offer with the Travel Provider, there may be tariff modifications which increase or decrease the advertised price during

searching as well as the price of the final reservation. The Travel Agency will not be held responsible for rate differentials which are incurred by the Client. Prices published on the Travel Agency's website are given inclusive of all taxes and charges.

In particular, certain taxes or extra charges may be imposed by local authorities. In this case, these taxes remain the responsibility of the Client and must be paid on site. In addition, the prices given on the Travel Agency's website are calculated in relation to the number of nights stayed.

3.1.2 Payment - Registration is effective on generation of an order number by the Travel Agency. Reservation is final on full payment by the Client. As payment is an essential condition of the contract, the order will be cancelled in the case of non-payment. The same applies for any rejection of payment, whatever the reason. Prior to full reception and completion of payment, the Travel Agency is not obliged to perform the service and has the right to cancel the unpaid order. In all cases, the Client is responsible for the payment of all agreed amounts for the products or services ordered. The following are not considered as payment of the outstanding amount: submission of a bank card number prior to agreement from the payment centre or transfer prior to confirmation by the Client's bank. In the case of non-payment by the Client within the time periods given, the Travel Agency has the right to cancel the reservation made by the Client on behalf of the passengers. In the instance where the payment is shown to be irregular, incomplete or missing for any reason whatsoever, the reservation will be cancelled with any charges resulting to be borne by the Client. The Travel Agency will not be responsible for any increase in price resulting from non-payment. This price increase must be paid for to allow travel documents to be issued. These rules apply to all Clients.

3.1.3 Deposit - For the sale of dynamic packages, the Travel Agency may require a deposit, the conditions of which are given during the reservation process. The reservation will only be confirmed on payment of the deposit. The deposit is calculated on the basis of an applicable rate for the total cost of the trip. The balance is payable at the latest 30 days prior to departure, except for specific conditions defined in the sale. For any registration of less than 30 days prior to departure, the total amount for travel will be demanded on reservation. In the instance of cancellation of the order by the Client, for any reason whatsoever (apart from force majeure), the deposit paid for the order will be fully acquired by the Travel Agency and will not be subject to any refund whatsoever. Payment of the deposit does not exempt the Client from the cancellation terms to which the Client remains bound.

3.1.4 Methods of payment - the Travel Agency accepts Visa, MasterCard and American Express bank cards as a method of payment: the Client must select the type of payment card used, indicate the number for the payment card used, the expiry date and the CVV number given on the reverse of the card. The Client guarantees to be fully entitled to use the mentioned card and guarantees having access to sufficient funds to cover all costs resulting from the order.

3.1.5 Security for payment operations by bank card - The Client must provide all information given on the payment card for each payment carried out through the Booking Engine. This information is only stored on the Travel Agency's records for the required time to finalise the contract (up to payment of possible tax refunds.) All information is encrypted on the Travel Agency's secure server. The Client authorises the Travel Agency to use information given on the payment card to (i) proceed with the payment of services requested and process the associated fees, (ii) where necessary to forward the information to the Air Carrier to complete the reservation, (iii) pay insurance and tourist assistance, where required, (iv) proceed with authorised refunds and (v) bill charges relating to (a) the modification of your reservation or (b) refund of taxes.

3.1.6 Rejection of payment – The Travel Agency reserves the right to pass on costs related to the rejection of payment.

3.1.7 Unrealistic pricing - If the price given on the website is "unrealistic", the Travel Agency may cancel the order, given the fact that the Client may not benefit from this price resulting from incorrect display, which is exceedingly low in relation to the real value of the goods.

3.1.8. Fraud and Client Non-Payment – The Client shall bear all consequences arising from unpaid or fraudulent transactions. The Client undertakes to honour all fraudulent and unpaid transactions carried out from the Booking Engine. The Travel Agency checks all banking transactions carried out on its Internet site as part of its policy to combat bank fraud. In the instance of fraud being detected, the Travel Agency will cancel the transaction, refund the wrongly debited account and begin criminal proceedings to identify the perpetrator(s) of the crime. Cancellation based on legitimate reasons does not entail the right to indemnities.

3.2 Charges for additional services

These charges are applied in the case where additional products or services requested by the Client are accepted by the Travel Provider. These charges complement the charges applied by the Travel Provider.

Additionna services	Amount
Meals and on-board services	Offerte*
Meals and on-board services for low-cost company	€6*
Paid/additional luggage	€6*
On board services (e.g. carrycot, seat reservation)	€6*
Assistance	Amount
Assistance for person with reduced mobility	Offered*
Wheelchair	Offered*
Request for Unaccompanied Minor	€16
Special requests	Amount
Oversized luggage- sports equipment	€16*
Transport of animals	€16*
Australia ETA visa	€25*
Inclusion of baby on reservation (0 to 2 years old)	€6*
Other requests	€16*

* Charges by action, by passenger, by order for all reservations made via the Booking Engine and in addition to the charges of the Travel Provider.

3.3 Refunds

Refunds are carried out using the same method of payment used for purchase. In regard to plane ticket refunds, not all elements making up the ticket price are refundable. All refunds are carried out subject to the reimbursement policy of the Air Carrier(s) concerned. In the case of an air ticket not being used (cancellation or no show at boarding) certain related airport taxes are eligible for refund, on request of the Client. Airport charges (YQ) are always excluded from the amount of refundable taxes. The refund will be subject to a charge of 20% of the amount of refundable taxes. Certain Air Carriers do not refund

taxes for partially used air tickets. In any event, the Client may only be refunded once and this refund is subject to the conditions of the Air Carrier concerned.

3.4 Modification and cancellation by the Client

3.4.1 Procedure - All cancellation or modification is subject to the conditions and procedure of the Travel Provider. Certain products may not be cancelled and are non-refundable. For any cancellation or modification, the Client must contact the Travel Agency directly in writing indicating the order number given in the confirmation email as well as the subject of the cancellation or modification request. The Travel Agency will confirm reception of the request for cancellation or modification and will give the Travel Provider's conditions. If this procedure is not respected, the request for cancellation or modification shall be considered as not taken into account by the Travel Agency. In the case of cancellation or modification by the Client, and without deduction of amounts due to the Travel Agency (cancellation fees, taxes, application fees and insurance) and to the Travel Provider, the Travel Agency will reimburse the Client all previously paid amounts within a reasonable time frame. Cancellation or modification of the order for any reason whatsoever does not release the Client from payment of amounts owed to the Travel Agency.

In the case of a modification, the Travel Provider will update the price. In this way, price differences may appear between the tariff offered and the tariff given on the Booking Engine. Any request for modification of the names of participants following a spelling error and/or change of title where the Client is at fault will incur any charges potentially requested from the Travel Provider.

For a complete reservation (e.g. multi-company, custom reservation using several routes and tariffs), several tariff rules may be applied. In this case, the most restrictive tariffs shall be applied.

If the Client contacts the Travel Provider directly to cancel or modify the order, the Client is bound to inform the Travel Agency in writing concerning modifications/cancellations made with the Travel Agency. The Travel Agency will not be held responsible for consequences arising from failure to supply this information.

Due to the specificity of the conditions given from one Travel Supplier to another and according to the type of Product, certain Products cannot be reimbursed as provided for above. It is the responsibility of the Client to check conditions for cancellation, modification and issue with the Travel Agency. These charges billed by the Travel Agency complement the charges applied by the Travel Provider. In the case of cancellation or modification, insurance and fees for reservation and services will not be refunded.

3.4.2. Charges for cancellation and modification

Charges applicable to all products by passenger and by action	
Actions	Charges*
Modifications (name, route, flight etc.)	€40
Cancellation	€40
No show	€30

According to the product sold, there may be exceptions to the conditions of modification and cancellation defined above. These specific conditions will be indicated by the Travel Agency on a case by case basis during processing of the request for modification or cancellation. These charges billed by the Travel Agency complement the charges applied by the Travel Provider. In the case of cancellation or modification, insurance and fees for reservation and services (including charges for modification and cancellation) will not be refunded. For hotel Products, the conditions of the final supplier apply. These will be given during the Order.

*Exclusive of taxes, order fees and insurance

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

3.5.1 Modification of an essential part of the contract- The modification of an essential part of the travel contract by the Travel Agency prior to departure is regulated by Article R 211-11 of the Tourism Code given in the General Conditions of Sale.

3.5.2 Inability to provide an important part of services- When the Travel Agency is unable to provide an important part of the services given in the contract, the Travel Agency must comply with Article R. 211-13 of the Tourism Code given in the General Conditions of Sale.

3.6 Cancellation of the contract- valid only for the sale of pre-packages

Pursuant to Article L.211-11 of the Tourism Code, the Client may assign the contract (excluding insurance contracts and specific products) to a third party, provided that the Client informs the Travel Agency in writing at the latest 7 days before commencement of the stay, precisely indicating the names and address of the transferee(s) and travelling participant(s), proving that they fulfil the same conditions for the journey (in particular for children who must be in the same age bracket).

In the event of the possibility to transfer a contract for a Pre-package, the assignor and/or the transferee are obliged to pay the resulting costs in advance. For certain Dynamic Packages the reservation takes effect on issue of travel documents.

For any transfer request from the Client to a third party seven or more days prior to departure, the assignor or transferee are bound to pay charges which may increase the amount of purchasing a return ticket as well as fees applied by the Travel Provider.

If the transfer fees are greater than the amount mentioned above (whether or not the reservation is non-modifiable), the exact amount for charges requested by the Travel Agency on presentation of the corresponding supporting documents shall be the responsibility of the Client.

The assignor and the assignee shall be jointly and severally liable for the payment of any balance of the price and any additional costs incurred in connection with this assignment.

Supplementary insurance is in no case refundable or transferable.

4. Conditions of air transport

4.1 Conditions of travel - Conditions of performance of air transport are regulated by the conditions of transport and tariffs of the Air Carrier which are accessible on the relevant Air Carrier website. These conditions may provide restrictions concerning charges linked to cancellation and/or modification of a reservation. It is the responsibility of the Client to respect the guidelines given by the air carrier, especially those concerning check-in times. It is advised to arrive at check-in at least three hours prior to the departure time of the plane for international flights and at least two and a half hours in advance for internal/domestic flights. These time frames may differ for passengers requiring special assistance. The Travel Agency cannot be held responsible and will not bear any fees whatsoever if a passenger is refused check-in owing to late arrival.

In particular, the Client recognises and accepts that:

- 1) The Travel Agency has no control over the assigning of seats, even where these are pre-booked with the Air Carrier and there is no guarantee that specific seats will be available on the date of departure;

- 2) The Travel Agency has no control over information relative to travelling hours on the plane which are provided by the Air Carrier providing air transport, and this information given by the Air Carrier is indicative and subject to change;

In the case of a no show at the point of departure, the Air Carrier and/or the Travel Agent reserve the right to cancel other services as well as the return flight. Any journey which is interrupted or cut short or any services which are not used by the Client do not give entitlement to any refund (except for airport taxes). All ticket sections must be used in the correct order, otherwise the Air Carrier reserves the right to readjust the tariff or cancel the return flight without refund (excluding airport taxes). These conditions also apply to air tickets which include partial travel by train. Certain Air Carriers do not refund taxes for partially used tickets.

The schedules, the type of aircraft, the airline, any possible stops/stopovers and the route are indicative only and are subject to confirmation. The majority of Air Carriers reserve the right to modify timetables and cancel confirmed reservations as far as this is allowed by European legislation. The Travel Agency, as an agent, is not responsible for these changes to timetables or cancellations.

Air carriers charge for certain extra services such as checked baggage, airport check-in, choice of seats, meals, drinks and snacks etc. Fees attached to these additional services are not included in the price of the air ticket, except where this is otherwise expressly stated and therefore must be paid directly to the Air Carrier. Pricing conditions for extra services appear on the Air Carrier website. Tariff information displayed by the Booking Engine is given as an indication by the Air Carrier and is subject to modification at any time. The Travel Agency has no control over these tariffs displayed and holds no responsibility for them.

4.2 Connections – Where the reservation of a route includes a connection or transit, the Client must allow a sufficient time period taking possible delays and change of airport into account. In accordance with international conventions, connections are not guaranteed. As a general rule, we advise not planning any activity on the date of the trip or date or day after return.

4.3 Airport - Where the city is contractually served by several airports, the name of the airport is given as an indication and may be subject to eventual modifications. The Air Carrier may take off or land from another point without providing compensation. Transport fees (taxis, buses, parking etc.) remain the responsibility of the Client and the Travel Agency is not responsible for these fees. Where the city or place of arrival or departure contains several airports, the Air Carrier may take off or land from another point without providing compensation. As an example for Paris, the Air Carrier may land at Orly or Roissy Charles de Gaulle. Transport fees (taxis, buses, parking etc.) remain the responsibility of the passenger.

4.4 Pregnant Women – Air Carriers sometimes refuse boarding to pregnant women where it is assessed that there is a possible risk of premature birth during transport. The Client must respect all conditions of the Air Carrier providing air transport services in relation to the transport of pregnant women.

4.5 Babies – The Client must respect all specific conditions of the Air Carrier concerning the transport of children and babies. Children under 2 years of age are not given a seat on the plane unless the parents opt to pay for a seat especially for them. This rule is only valid where children are under 2 for the whole duration of the journey, the departure date and the return date. Air Carriers consider that children reaching the age of 2 on the date of return should have a return ticket booked at child price. Costs arising for the non-respect of this rule cannot be refunded. Unaccompanied children under the age of 14 are not accepted for flights unless agreed by the conditions of the Air Carrier. As a precaution, it is advised that the Client ensures that children (including babies) have identification papers bearing their name and that the Client and or/passenger must check that they are able to provide identification documents for the child on the day of departure.

For all reservations concerning the transport of a minor, the Travel Agency invites the Client to find out more from the Travel Agency customer service desk or from the Air Carrier concerning the minimum accompanying age. Policies vary from one Air Carrier to another and as a precaution this should be checked prior to reservation.

4.6 Special Tariffs- Several Air Carriers offer special tariffs for children under 2, children and seniors. These reductions depend on the Air Carrier and the flight concerned, the availability of seats as well as the age of travellers. If the Client receives a discount, special corresponding tariffs will appear in the price summary table prior to confirming the reservation. Moreover, it must be noted that the reduction relative to the child tariff is not automatically applied to the adult tariff proposed by Air Carriers. The reduction percentage relating to the adult tariff is subject to variation according to the adult tariff applied by the Air Carrier for the flight concerned. It is also possible that the child tariff may be identical to the adult tariff mentioned on the site.

4.7 Combining single tickets – Multi-company reservation- A multi-company reservation enables the Client's custom requirements to be met by combining several single journeys operated by different Air Carriers. Each ticket given is subject to its own tariff rules, limitations and charges. If one of the flights is modified by the issuing airline (e.g. cancellation or postponement) causing the Client to modify the other airline tickets, the Client will be solely responsible for the payment of the costs related to the modifications made to the air ticket.

4.8 Multi-destination – Round the World Trip – the Travel Agency offers the Client Multi-Destination products and Round the World Trip products to allow the Client greater flexibility in creating air routes. These products are possible where agreements for the Travel Agency exist with air companies. These products require an active role supported by the Client in the choice of itinerary and in understanding of administrative and health formalities.

4.9 Luggage- Articles covered which are prohibited to be carried in luggage dictated by international regulations provided by the International Air Transport Association (hereinafter "IATA") include dangerous substances and in particular explosive, flammable, corrosive, oxidising, irritant, toxic or radioactive articles, compressed gases and objects not which are authorised by countries.

For improved advance information, the Travel Agency invites the Client to visit the site for the Directorate-General for Civil Aviation (DGAC) to find out more concerning measures and to download the document relating to restrictions for liquids carried in cabin baggage. In the case of refusal to take luggage by the Air Carrier, the Travel Agency will not bear any costs whatsoever.

Hand or cabin luggage (all luggage which is not checked into the hold): each Air Carrier has its own policy. As a general rule, Air Carriers allow one sole bag in the cabin per passenger with a circumference not exceeding 115cm and a weight not exceeding 5kg. These directions may vary according to the type of equipment. This luggage remains the responsibility of the Client for the entire duration of the trip.

Checked luggage: Each Air Carrier has its own policy. As a general rule, the Air Carrier gives an allowance of 15kg of luggage per person for charter flights and low-cost flights and an allowance of 20kg of luggage per passenger for regular flights (economy class). In the case of excess, if allowed, the Client must pay a surcharge to the Air Carrier directly at the airport. During reservation, the Travel Agency shall inform the Client of the policy of the airline relating to excess baggage. It is the responsibility of the Client to supply the Travel Agency with correct information.

In case of loss, damage or theft of personal belongings and/or luggage on flight arrival, (outbound or return journey), the Client must report the luggage difficulty prior to leaving the airport. Once the declaration has been made, the Client is requested to send the declaration to the Air Carrier, together

with the originals of supporting documents (e.g. photographs showing damage, pre-flight value declaration to airport services etc.) within the following short periods:

- In the case of damage: seven calendar days counting from the date of discovery of the damages (the date of establishment of the findings):
- In the case of loss: 21 calendar days counting from the initial date of delivery, corresponding to the date of the return flight;
- In the case of late delivery: 21 calendar days counting from the actual date of delivery.

Beyond this time frame, the request will be rejected in accordance with the provisions of the Montreal Convention.

The Travel Agency bears no responsibility for any boarding refusal or confiscation of items from a passenger carrying prohibited items in hold or cabin baggage. The Client must take note of the conditions of the Air Carrier.

If the flight includes more than one leg, there may be differences in luggage allowances; this is possible even where the Client is travelling with the same company.

4.10 Direct flights and Stopovers - Direct flights may be continuous or contain one or more stopovers (as defined by Air Carriers, this concerns the same flight bearing the same flight number) with or without a change of aircraft without the Travel Agency being informed. Certain routes require a change of aircraft. Special price flights may not take the most direct route. A flight is classified as direct where there is only one flight or where there is no change of flight. Stopovers may be for technical reasons (e.g. refuelling) or commercial reasons. The details of stopovers will be given during the course of the reservation and are clearly indicated within the Booking Engine and on the itinerary sent once the reservation is confirmed. The insertion of a stopover by the Air Carrier does not constitute a reason for cancelling the booking.

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

4.12 Rules applicable to air transport- Refusal of boarding, cancellation and delay- Modifications to timetables or routes, stopovers, airport changes, delays, missed connections and cancellations of flights are part of the limitations specific to air transport. These situations are most commonly linked to one-off congestion of airspace, the respect of air traffic rules, security directives and equipment checks. In the case of non-respect of the provisions of EC Regulation 261/2004 and the Montreal Convention of 28 May 1999 governing the rights of passengers during air travel, the Travel Agency will not be held responsible for these cases, as well as for all reasons attributable to fortuitous events, cases of force majeure (strikes, wars, natural disasters, epidemics, attacks, technical incidents etc.), third parties, or the Client (late arrival at the airport, refusal of check-in or boarding owing to non-respect of police, health or customs formalities, no-show at boarding etc.)

4.13 Overbooking- In the case of overbooking, a practice compensating for passenger no-shows and optimising the fill rate, the Air Carrier is bound to offer compensation to a passenger subject to this inconvenience. The Travel Agency may not be held responsible in the case of overbooking. The Travel Agency will not bear any costs whatsoever if a passenger refuses to board.

4.14 Duplicate – Double Reservation- Where a person makes several bookings for the same flight (practice known as “duplicate”), or for several flights with the same company for the same route on the

same day, certain Air Carriers reserve the right to cancel these seats without warning or possible repayment. This practice is out of the control of the Travel Agency.

4.15 Local services -In certain circumstances (companies, destinations, tariffs etc.) the purchase of ground transport services is compulsory. The Travel Agency will not bear any costs whatsoever or issue reimbursement if a passenger refuses to board as a result of non-respect of this provision.

4.16 Transport of Animals-Each Air Carrier has its own policy in relation to the transport of animals. Subject to certain conditions (security rules, prior agreement of the air company etc.) and the policy of the Air Carrier certain categories of pets may be admitted to the hold or cabin subject to the size of the animal. Prior to any reservation, the Client must obtain information directly from the company with which it plans to transport the animal. The transport of animals may incur an extra charge, and in general the payment is made at the air carrier desk on the day of check-in. To find out the cost of this service, the Client must contact the Air Carrier directly. The Client must mention the dimensions of the container allowing transport as well as the animal breed and weight in the "Comments or special requests" section when booking. It is the responsibility of the Client to obtain information concerning this section.

4.17 Identity of the Carrier and Black List- Pursuant to Articles R-211-15 and following of the French Tourism Code, the Client is informed as to the identity of the contractual or actual carriers likely to carry out the reserved flight. The Travel Agency will inform the Client of the identity of the airline company responsible for the flight(s). In the case of change of the Air Carrier, the Client will be informed by the contractual carrier or by the Travel Agency, by any appropriate means as soon as this is known, at the latest during check-in or boarding for connecting flights. In accordance with Article 9 of European Regulation 2111/2005 of 14 December 2005, the list of airline companies banned from operating within the European Community can be consulted via the following link: http://ec.europa.eu/transport/airban/list_fr.htm.

4.18 Loss or theft of ticket - In the case of deletion of an email containing an electronic ticket, the Client must submit a request with the Travel Agency to have the plane ticket resent by email. In the case of loss or theft of a paper ticket during travel, the Client must make a specific declaration with the police and with the Air Carrier. The Client must ensure their return through purchase of another ticket with the issuing airline at their own cost. All consequences resulting from the loss or theft of a ticket are the responsibility of the Client. However, a refund may be requested at the discretion of the Air Carrier, accompanied by all original documents (ticket stub, boarding card etc.) According to airline professional practices, the response time may be up to one year.

4.19 Confirmation of return flight- Whatever the type of flight, it is often necessary to confirm the return flight with the Air Carrier, no earlier than 72 hours prior to the scheduled date. It is the responsibility of the Client to confirm the return flight respecting the requirements of the Air Carrier providing the air transport service.

4.20 Modification of return flight locally- For any modification of a return flight locally, the Client must contact the Travel Agency and the Air Carrier directly. This modification may incur the payment of additional fees or tariff readjustment which the Client is responsible for. Certain tickets (excluding electronic tickets) can be modified locally subject to availability of the tariff class given on the ticket. Conversely, certain tickets may not be modified, which incurs the purchase of new tickets. The Client must inform the Travel Agency of any modification directly carried out with the Air Carrier. The Travel Agency will not be held responsible for consequences arising from this lack of information.

4.21 Open return- On regular flights with an "open" date of return, reserving the return flight as early as possible is advised as confirmation is subject to availability. As a general rule, return flights are limited to a time period of one year.

4.22 Pre and post journey- If the Client organises travel prior to and/or after the main journey of their own accord, the Travel Agency assumes no responsibility whatsoever. The Travel Agency advises booking tickets that can be changed or even refunded to avoid any financial losses.

4.23 Specificities of certain Air Carriers – There is a common understanding that certain airline companies offer a reduced transport service. Services on board are reduced to a minimum and are generally offered as an option incurring additional fees at the expense of the passenger. The flight price does not include a meal or snacks. These companies often use secondary terminals and/or airports. Certain airlines do not permit the transport of minors under 14 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 convey passengers by any mode of transport of its choice with reasonable diligence, without any claim to compensation.

5. Conditions for Pre-packages

5.1 Duration of Stay- The duration of stay at the hotel is that defined in the E-voucher. The length of the trip is calculated from the date of arrival at the airport until the date of return. Prices are calculated in relation to the number of nights stayed. The overnight stay corresponds to the period of availability of the rooms, which varies according to the hotel. 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 advised to not plan professional obligations and/or short transit or travel connections on the date of departure or the day before as well as the date of the return or the following day.

5.2 Arrival and leaving rooms- Rooms are made available between 1400 and 1800 on the date of arrival and must be vacated before 1200 the next day. Deviation from this rule is not possible, therefore early check-in or late check-out is considered as an additional night for which the Client will have to pay an additional charge to the hotel. In the case of late arrival at the hotel, the Client must inform the Travel Agency or the hotel staff of this delay in order to ensure the reservation, which may be at risk of cancellation.

5.3 Types of room- Individual rooms, which usually incur additional costs, usually include a single bed. Twin rooms are envisaged, either with two beds or less commonly with a double bed. In international hotel usage, there are no true triple rooms. These are generally a double room where the hotel adds an additional minimum comfort bed. All specific requests (ex: cots, specific meals, special luggage/sports equipment etc.) are subject to availability on arrival and may incur additional fees to be paid at the hotel.

The descriptions of rooms and the following references will have the meaning indicated below:

- Room for one person: One single bed.
- Room for two persons with twin beds: Two single beds.
- Room for two persons: One double bed.
- Triple room: Single beds or a double bed with an extra bed, or two double beds. The majority of hotels do not supply a large bed for each occupant in their triple rooms
- Room with twin beds or double room for the use of one person: two single beds or a double bed in the same room which will be occupied by one person.

- Room for four persons: Single beds or a double bed with extra beds, or two double beds. The majority of hotels do not supply a large bed for each occupant in their four-person rooms.
- Room with twin beds or a double bed plus child bed: Room with twin beds or a double bed plus a bed for a child between two and twelve years old.
- Cot: Appropriate for a child under two.

Please note that "Shared bed" or "share bedding" in certain hotels particularly in Asia, means that the child shares the bed or beds of two adults.

An extra bed may be added subject to the availability of the hotel (an additional fee may be requested by the hotel)

5.4 Classification of facilities- 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 of the country of registration.

5.5 Meals- Hotels offer various options. The most common are the following:

All Inclusive	This option includes accommodation, breakfast, lunch, dinner and regular drinks (mineral water, fruit juice, sodas, wine and local alcohol) generally from 1000 to 2200. Certain alcoholic beverages are not included in the price and are subject to billing by the hotel.
Full board	This option includes accommodation, breakfast, lunch and dinner, without drinks.
Half board	This option includes accommodation, breakfast, lunch or dinner as offered, without drinks.
Breakfast	This option includes accommodation and breakfast, without drinks.

In certain countries, hotels do not provide drinking water and the purchase of bottled water remains at the expense of the Client.

All additional beverages which are not included in the option are to be paid by the Client at the hotel.

5.6 Activities- Although the Travel Agency endeavours to update the information contained in its descriptions relating to free or paid activities offered at the location, the Travel Agency cannot be held responsible if these activities are cancelled for reasons relating to weather, in case of force majeure, stays outside of the tourist season, or when the number of participants required to carry out the activity is not reached.

5.7 Relocation and Modification of hotels- The Travel Provider or the Travel Agency may, for various and legitimate reasons (change of flight due to fault of the airline, technical reasons, force majeure, third party reasons, reason of the Client etc.) substitute the initially booked hotel for another hotel of the same category offering equivalent services without entitlement to compensation, without this measure constituting modification of an essential element of the trip. Where possible, the Client will be notified in advance and no compensation may be claimed by the Client

By default, it is the responsibility of the Travel Provider to relocate the Client to an establishment offering equivalent levels of comfort and quality.

5.8 Rail Transport- Where a Dynamic Package includes provision of rail transport, the use of tickets is subject to the specific validity conditions given on the train tickets. No modification of the itinerary or duration may be effected during the trip without agreement of the Travel Agency. All modification made by the Client or in the case of force majeure will be borne by the Client for fees incurred. Children receiving a price reduction must be able to prove their age. The Client must be in possession of travel documents demonstrating that the Client is part of a package/vacation (overall invoice, accommodation documents etc.) The train package/journey is offered by standard class TGV, which is more limited than higher level TGVs. On certain trains payment for reservation of a seat or bed is necessary along with possible "Designated train" surcharges. The Travel Agency cannot be held responsible for changes to schedules, itineraries or changes of station caused by external events such as: strikes (except for staff strikes of the Travel Provider in charge of rail transport), technical incidents or bad weather. In any case, the responsibility of the Travel Provider is limited to international conventions governing rail transport.

Certain Travel Providers in charge of rail transport apply their own luggage policies. The Client must inquire relating to goods which are to be carried in accompanied luggage and the restrictions in place. Conditions vary from one Provider to another and verification of these is recommended. **7.9 Travel documents-** On full payment, the Client will be given or sent via email travel documents including 1) transport tickets (airport booking for a charter flight or air ticket for a regular flight and train ticket for railway transport) and 2) the purchase order for ground transit. Only services mentioned exclusively in the E-voucher are included in the price of services.

In the case where the Client does not receive this information by mail, the Travel Agency must be contacted prior to departure.

5.9 Photos and visuals- The Travel Agency endeavours to provide you with illustrative or descriptive photos of relevant services on the Site. Illustrative photos are only intended to give an idea of the chosen destination and have only indicative value. Descriptive photos have the aim of giving an impression of the category or level of standing of a service.

5.10 Extras – Extras must be paid on site at the hotel before departure. It is the sole responsibility of the Client to verify the correctness and accuracy of the invoicing of these extras and to resolve any disputes on the spot. In no case will the Travel Agency be able to take action in any way whatsoever in the consequences of a direct transaction between the Client and a hotel whether during the stay or after the trip (extra services being by definition excluded from those included in the price relative to accommodation).

5.11 Valuables and luggage- the Travel Agency cannot be held liable for the loss, disappearance or theft of luggage left in a hotel or other room, as well as in a coach or any other means of transport.

5.12 Miscellaneous provisions- In certain countries according to local law in effect, both members of a couple may only stay in the same room if they are married and of one of them holds the nationality of the country of visit. These conditions are notably applied in Turkey and Morocco. Nationals of foreign countries must obtain information prior to their registration with the competent authorities of the country or countries of destination as well as the country or countries of transit and must indicate their

nationality in their order. Although the Travel Agency does not endorse these practices, it is the Travel Agency's duty to inform the Customer concerning them.

6. Accommodation conditions

If the Customer purchases from the Travel Agency the Product "Hotel" only, the delay in the air or rail pre-shipment leading to a registration problem with the hotel is considered as cancellation as defined herein.

In case of an overbooking, a practice to palliate non-presentation and optimizing the filling rate, the Travel Supplier will offer a substitute hotel of equivalent quality. If the Client has not combined the hotel service with an air service, the Travel Agency cannot be held responsible for this dislocation.

6.1 Duration of stay- The length of stay is calculated according to a number of nights, not days. These vary from 14 h to 18 h on the day of arrival, until 12 o'clock the next day.

In case of a late arrival or an early departure, the first and / or last night will be shortened but no refund or compensation will be granted.

It is strongly recommended to inform the hotel in case of late arrival (after 19:00), especially during school holidays or bridges (extended weekends).

In case of a reservation of a typical product "Aparthotel", rental or residence of leisure. It is strongly recommended to inform the reception in case of a late arrival, especially on the weekend as the access to the establishment is often via an access code. Also the reception might be closed on the weekend and after 7pm on week days.

In case of non-presentation on the first night and without notification of the Customer to the hotel, the latter reserves the right to cancel overnight stays.

6.2 E-voucher- An E-voucher will be given to the customer after full reservation. Only the services mentioned explicitly on the E-Voucher are included, it is the Customer's responsibility to check the mentions appearing on the E-Voucher.

In case of non-receipt of the E-voucher within 48 hours of the confirmation of the Order, the Customer must contact the Travel Agency.

The Customer will deliver the E-voucher to the hotel reception on the day of his arrival, otherwise he will have to pay the price of the room to the hotelier without being able to claim a refund of the not presented E-voucher.

6.3 Arrival and leaving rooms- Rooms are made available between 1400 and 1800 on the date of arrival and must be vacated before 1200 the next day. Deviation from this rule is not possible, therefore early check-in or late check-out is considered as an additional night for which the Client will have to pay an additional charge to the hotel. In the case of late arrival at the hotel, the Client must inform the Travel Agency or the hotel staff of this delay in order to ensure the reservation, which may be at risk of cancellation.

6.4 Types of room- Individual rooms, which usually incur additional costs, usually include a single bed. Twin rooms are envisaged, either with two beds or less commonly with a double bed. In international hotel usage, there are no true triple rooms. These are generally a double room where the hotel adds an additional minimum comfort bed. All specific requests (ex: cots, specific meals, special luggage/sports equipment etc.) are subject to availability on arrival and may incur additional fees to be paid at the hotel.

The descriptions of rooms and the following references will have the meaning indicated below:

- Room for one person: One single bed.
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- Room for two persons: One double bed.
- Triple room: Single beds or a double bed with an extra bed, or two double beds. The majority of hotels do not supply a large bed for each occupant in their triple rooms
- Room with twin beds or double room for the use of one person: two single beds or a double bed in the same room which will be occupied by one person.
- Room for four persons: Single beds or a double bed with extra beds, or two double beds. The majority of hotels do not supply a large bed for each occupant in their four-person rooms.
- Room with twin beds or a double bed plus child bed: Room with twin beds or a double bed plus a bed for a child between two and twelve years old.
- Cot: Appropriate for a child under two.

Please note that "Shared bed" or "share bedding" in certain hotels particularly in Asia, means that the child shares the bed or beds of two adults.

An extra bed may be added subject to the availability of the hotel (an additional fee may be requested by the hotel).

6.5 Activities - Although the Travel Agency endeavours to update the information contained in its descriptions relating to free or paid activities offered at the location, the Travel Agency cannot be held responsible if these activities are cancelled for reasons relating to weather, in case of force majeure, stays outside of the tourist season, or when the number of participants required to carry out the activity is not reached.

6.6 Meals- Hotels offer various options. The most common are the following:

All Inclusive	This option includes accommodation, breakfast, lunch, dinner and regular drinks (mineral water, fruit juice, sodas, wine and local alcohol) generally from 1000 to 2200. Certain alcoholic beverages are not included in the price and are subject to billing by the hotel.
Full board	This option includes accommodation, breakfast, lunch and dinner, without drinks.
Half board	This option includes accommodation, breakfast, lunch or dinner as offered, without drinks.
Breakfast	This option includes accommodation and breakfast, without drinks.

In certain countries, hotels do not provide drinking water and the purchase of bottled water remains at the expense of the Client.

All additional beverages which are not included in the option are to be paid by the Client at the hotel.

6.7 Classification of facilities - 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 of the country of registration.

7. Responsibility and guarantees

The Travel Agency offers the Booking Engine as it stands and will do everything possible to ensure it is up to date and maintained as working, but does not give any guarantee in relation to technical faults or the infallibility of function or in relation to the fact that the system or portal will be constantly operational. Certain information is periodically cached and is only verified in real time on confirmation of your reservation.

The Travel Agency waives all responsibility in the case of damages resulting directly or indirectly from the purchase of a Product offered on the Booking Engine, in the absence of legal provisions to the contrary. The Travel Agency may not in any case be responsible in relation to the sale of Products sold separately (which are not part of a Pre-package) particularly when the damages are the fault of the Client or the unforeseeable and unavoidable fault of a foreign third party providing services given in the contract, or of a case of force majeure.

8. Force majeure and nature of the network

Neither of the parties may be held responsible or considered as in breach of the conditions of sale for any delay or insufficiency in performance of the contract resulting from cases of force majeure as defined by French law and jurisprudence. The use of the Internet is carried out at the risk of the person connecting. The Travel Agency gives no guarantee, particularly in relation to the absence of interruption or service errors or performance of the Booking Engine, and conversely for the Client.

The parties shall not be held responsible and are not deemed to have violated their obligations if they are prevented from carrying out all or part of the obligations as the result of an instance of force majeure. Their obligations shall be waived for the duration of force majeure. If, following an instance of force majeure (particularly including political or social unrest or difficult circumstances affecting safety), irregularities are detected for reservations, confirmations and/or cancellation of trips or provision of services as the result of unexpected events occurring which the Travel Agency is unable to control, the Travel Agency is released from all legal responsibilities to which it is bound as a result of these irregularities or this non-respect.

9. Administrative and health requirements

Citizens of France must be in possession of identity documents which are up to date for border crossing procedures and be up to date with required vaccinations.

The formalities indicated during the reservation and in travel documents only apply for citizens of France.

Foreign citizens must obtain information prior to the order with the competent authorities of the destination country or countries. In order to prepare properly for your trip, regardless of your nationality, 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 sites diplomatie.gouv.fr and CIBT Visa, without neglecting countries that may be travelled to on stopovers or transits. The fulfilment of these formalities and the resulting costs are the responsibility of the Client.

Minors must be in possession of identity documents bearing their name. Minors must hold their own separate passports. The registration of minors on parents' passports, including "old style" or Delphine passports is now not possible.

As of January 2017, all minors habitually resident in France, regardless of nationality, leaving French territory without a legal guardian within the framework of individual or group travel (school trip, summer camp, language trip) must provide:

- A Permission to Travel form completed and signed by the person holding parental authority (https://www.formulaires.modernisation.gouv.fr/gf/cerfa_15646.do). This document must state the duration of validity of the authorisation with a maximum of one year.
- A clear copy of the valid (or less than 5 years out of date) identity document for the signatory comprising the following elements:
 - The name and surname of the holder
 - The date and place of birth
 - The holder's photograph
 - The holder's signature
 - The date of issue and expiry for the document as well as the issuing authority.

For this reason, no action at the prefecture or town hall is required.

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

Where the Client is accompanied by a minor child during travel abroad, French legislation does not require the Client to prove parenthood through submission of a copy of the family record book. Nevertheless, the Travel Agency strongly encourages the Client to provide this item during foreign travel.

The Travel Agency may not be held responsible under any circumstances for:

- penalties and/or fines imposed as the result of non-observation of health, administrative, clothing and or customs regulations in France or the destination country, as well as any consequences which may result;
- Where the Client is unable to board as a result of failure to give valid identification or health documentation required for the trip. The Travel Agency will not provide any refunds arising from this fact.

10. Travel Insurance

No insurance is included within the price offered by the Booking Engine. It is therefore recommended that an insurance policy covering the consequences of certain cancellations and an assistance contract covering repatriation in the event of accident or illness is purchased with the air ticket. For this purpose, various options for insurance policies are provided during the reservation. The risks covered, as well as the cost of policies and the guarantee amounts are indicated in the Booking Engine for information purposes. In the instance of purchase of an insurance contract, the insurance policy will be sent to the Client via e-mail and be available during the process of sale. Claims for loss are made directly with the insurance company in respect of the terms of the insurance contract.

11. Rewards programs

During the booking of a flight, the client has the possibility to enter the information relative to the rewards program of the travel supplier of which the client is a member. Each of these membership programs is subject to its own conditions. These conditions may impact certain benefits offered to special classes or flights. In case of a doubt, it is recommended to contact the structure which owns the

membership program. Travel suppliers have their own rules and regulations concerning rewards /loyalty programs. For any question relating to the rewards program, please directly contact these travel suppliers.

12. Personal data & Cookies

During the booking, personal data that are collected will undergo a software processing. The client is invited to take into consideration the chart relating to personal data. In case of a contradiction between the general sales conditions and the privacy policy, the privacy policy will be considered the final ruling.

13. Intellectual property

The Client acknowledges that MisterFly is the owner of the Booking Engine. The Client acknowledges the original character of the program and its protection under the Intellectual Property Code as well as international conventions. All elements of the Booking Engine, whether audio or visual, including the underlying technology, are protected by copyright, trademarks or patents. Similarly, trademarks, logos, images and models given on the website are the exclusive property of MisterFly. Their disclosure may not in any case be interpreted as agreement of a licence or right of use for any of the mentioned trademarks and distinctive elements protected by copyright. They may therefore not be used owing to breach of copyright. In this way, any document originating from the Booking Engine may not be copied, reproduced, republished, downloaded, posted, transmitted or distributed in any manner whatsoever. However, it is possible to download a copy of the documents to a computer for your personal use for non-commercial purposes, on the condition that information contained within is not modified and all copyright and property notices are preserved as intact. The modification of these documents or their use for another purpose is a breach of MisterFly's intellectual property rights. The Client is forbidden from violation of the property rights held by MisterFly in any manner whatsoever. All hyperlinks referring to the Booking Engine using framing or in-line linking techniques are strictly prohibited. In all cases, any link must be removed on request of MisterFly.

14. Miscellaneous

14.1 Right of Withdrawal - Pursuant to the stipulations of the Consumer Code, the right of withdrawal does not apply during the purchase of tourist provisions as offered through the Booking Engine. As a result, the Products reserved through the Booking Engine are not subject to the right of withdrawal and are exclusively subject to the conditions of cancellation and modification given in the present conditions and/or the specific conditions of the Travel Provider.

14.2 Complaints

For any question or claim relating to the sale of tourist services, customer services must be contacted via the online form. After receipt by the Travel Agency's customer services, if the response does not appear to be satisfactory and/or the Travel Agency fails to reply within 60 days, the Client has the option of using a mediation procedure by contacting the Tourism and Travel Ombudsman whose contact details and methods of contact are available on the www.mtv.travel site.

14.3 Proof

It is expressly agreed that data stored within the Travel Agency's and/or Travel Provider's information systems hold legal force in relation to reservations made by the Client with the exception of evident errors on the part of the Travel Provider or Travel Agency of which the Client holds evidence. Data in electronic or computerised format constitutes valid proof and as such is valid within the same conditions and with the same legal force as any document which would be established, received or kept in writing.

14.4 Partial Invalidity- Severability- Modification of conditions

14.4.1 Partial Invalidity- If any of the present clauses become unlawful or unenforceable, it is hereby agreed that the remaining provisions of the present conditions shall remain lawful and binding for the parties (Client and Travel Agency) irrespective of the unlawful or unenforceable clauses.

14.4.2 Severability- If any of the provisions of the present conditions are declared null or void in respect of any applicable statutory or regulatory provision and/or a court decision having the force of res judicata, they shall be deemed to be unwritten and shall not render the other provisions null and void.

14.4.3 Modifications of conditions of sale- The conditions may be modified at any time without prior warning. These modifications will occur through the update and dating of the conditions. It is understood that these modifications do not apply to reservations carried out previously. It is therefore essential that the Client consults the General Conditions at the moment of carrying out the reservation, in particular to take note of the provisions in force. It is the responsibility of the Client to apply the conditions of sale and contractual documents to the specifics of the Travel Agency.

15. Applicable law and assignment of jurisdiction

These conditions of sale regulate the relations between the parties and are subject to French law. Any dispute relating to their interpretation and/or execution, when amicable agreement has failed, is a matter for the jurisdiction of the Court situated on the territory where the domiciliation of the client is or the Court situated on the territory where the legal address of MisterFly is

GENERAL CONDITIONS OF SALE

Pursuant to the stipulations of the French Tourism Code, the stipulations given below are not applicable for operations of reservation or sale for travel documents which are not part of tourist packages. All information contained on the website is preliminary. As a result, in the absence of provisions to the contrary, the character, specific conditions and price of the trip as given on the website shall become contractual on acceptance of the conditions of sale.

EXTRACT FROM THE TOURISM CODE

Article R211-3

Subject to the exclusions given in the third and fourth paragraphs of Article L. 211-7, any offer or sale of trips or stays shall lead to the presentation of applicable documents meeting the requirements defined in the present section.

In the case of sale of air travel documents or transport tickets on a regular route which are not accompanied by services connected to this transport, the Seller shall issue the Buyer with one or more tickets for the entire journey, issued either by the carrier or on its own responsibility. In the case of transport for the request, the name and address of the carrier on whose behalf the tickets are issued must be given.

The separate billing of certain elements for the same tourist package does not remove the Seller from their obligations given by regulatory provisions of the present section.

Article R211-3-1

The exchange of pre-contractual information or the availability of contractual conditions shall be given in writing. This may be made in electronic form subject to the conditions of validity given in Articles 1369-1 to 1369-11 of the Civil Code. The name or company name and address for the Seller as well as note of registration in the register given in Article L. 141-3 or, if required, the name, address and registration information with the Federation or Union mentioned in the second paragraph of Article R. 211-2 shall be noted. Article R211-4

Prior to the conclusion of the contract, the Seller must give the customer information relating to price information, dates and other constituent elements of services provided during the trip or stay such as:

1° The destination, method, characteristics and categories of transport used;

4° The type of accommodation, the place, the level of comfort and the main characteristics and its certification and classification according to the rules or usage in the country of stay;

3° The dining services provided;

4° The description of the itinerary in the case of a tour;

5° Administrative and health formalities to be carried out by nationals or citizens of another Member State of the European Union or of a State that is part of the agreement concerning the European Economic Area, in particular in relation to border crossings and their completion times;

6° Trips, excursions and other services included in the package or potentially available at an additional charge;

7° The minimum or maximum size of the group enabling the trip or stay to take place as well as, where the trip or stay is subject to a minimum number of participants, the limit date for informing the customer in the case of cancellation of the trip of stay; this date may not be less than 20 days prior to departure;

8° The amount or the percentage of the price paid as a deposit on conclusion of the contract as well as the schedule for payment of the balance;

- 9° The methods of price revision such as given in the contract through application of 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 purchase of an insurance contract covering the consequences of certain cases of cancellation or an assistance contract covering certain specific risks, notably repatriation fees in the case of accident or illness;
- 13° Where the contract includes air transport services, information for each leg of the flight, as given in Articles R. 211-15 to R. 211-18.

Article R211-5

Preliminary information given to the consumer binds the Seller, unless where in this case the Seller expressly reserves the right to modify certain elements. In this case the Seller must clearly indicate in which measure this modification may apply and to which elements.

In any case the modifications applied to preliminary information must be communicated to the customer prior to the conclusion of the contract.

Article R211-6

The contract concluded between the Buyer and Seller must be in writing, given in two copies of which one is submitted to the Buyer and signed by both parties. Where the contract is concluded in an electronic format, 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 vendor, the vendor's guarantor and insurer as well as the name and address of the organiser;
- 2° The destination or destinations of the journey and in the case of a split journey, the different periods and their dates;
- 3° The method, characteristics and categories of transport used; the dates and places of departure and return;
- 4° The type of accommodation, the place, the level of comfort and the main characteristics and classification according to the rules or usage in the country of stay;
- 5° The dining services provided;
- 6° The itinerary in the case of a tour;
- 7° Tours, excursions or other services included in the total price of the trip or voyage;
- 8° The total price of services billed as well as the indication of any potential revision for this billing as part of the provisions of Article R. 211-8;
- 9° Indication, where applicable, of the fees or charges relating to certain services such as landing, disembarkation or embarkation charges at ports and airports as well as visitor taxes, where not included in the price of the services provided;
- 10° The schedule and method of payment of the price; the final payment carried out by the Buyer may not be less than 30% of the price of the trip or stay and must be carried out on the issue of documents allowing the trip or stay to occur;
- 11° The specific conditions required by the Buyer and accepted by the Seller;
- 12° The methods by which the Buyer may complain to the Seller in the case of non-performance or improper execution of the contract, complaints which must be dealt with within the best possible time frame, by any method allowing acknowledgement of receipt to be obtained from the Seller, and, where appropriate, communicated in writing to the travel organiser and the supplier of the services concerned;
- 13° The deadline for information from the Buyer in the case of cancellation of the trip or stay by the Seller in the case where performance of the trip or stay is linked to a minimum number of participants pursuant to the provisions of Point 7° of Article R. 211-4;
- 14° The contractual cancellation conditions;
- 15° The cancellation conditions defined in Articles R. 211-9, R. 211-10 and R. 211-11;
- 16° Details concerning risks covered and the amount for guarantees under the insurance contract covering the consequences of the Seller's professional indemnity;
- 17° The details of the insurance contract which covers the consequences of certain cases of cancellation taken out by the Buyer (policy number and name of the insurer) as well as those concerning the assistance contract which covers certain specific risks, notably repatriation fees in the case of accident or illness; in this case, the Seller must provide the Buyer with a document specifying the risks covered and the risks excluded as a minimum;
- 18° The deadline for informing the Seller in case of transfer of the contract by the Buyer;
- 19° The commitment to provide the Buyer with the following information at least ten days prior to the expected date of departure:
 - a) The name, address and telephone number for the local representation of the Seller or, where there is no such information, the names, addresses and telephone numbers of local organisations which may assist the customer in the event of difficulty or where this is not possible a number allowing urgent contact with the Seller;
 - b) For journeys and travel of minors abroad, information allowing direct contact with the child or the person responsible for the journey.
- 20° A clause for cancellation and refund with no penalty for amounts paid by the Buyer in the case of non-respect of the obligation of information given in Article R. 211-4;
- 21° The commitment to provide the Buyer the time of departure and arrival in good time prior to the start of the journey or stay.

Article R211-7

The Buyer may transfer the contract to an assignee fulfilling the same conditions as the Buyer for the trip or stay, provided that the trip or stay has not yet begun.

Unless there are stipulations which are more favourable to the assignor, the assignor is obliged to inform the Seller of the decision by any means enabling acknowledgement of receipt at the latest seven days prior to the commencement of the trip. Where this concerns a cruise, the time period is increased to 15 days. This transfer is not subject to prior authorisation by the Seller under any circumstances.

Article R211-8

Where the contract includes the express possibility of revision of the price, within the limits given in Article L. 211-12, the precise methods of calculation must be included for decrease as well as increase, for variations in price, particularly fees for transport and associated taxes, quote(s) which may affect the price of the trip or stay, the part of the price to which the variation applies and the rate for the quote(s) given as a reference on establishment of the price given in the contract. Article R211-9

Where the Seller is obliged to modify one of the essential elements of the contract prior to the Buyer's departure, such as a significant increase in price and where the Seller fails to comply with the obligation of information mentioned in Point 13° of Article R. 211-4 the Buyer may, without prejudice to any compensation for potential damages incurred, and after having been informed by the Seller by any means allowing acknowledgement of receipt to be obtained:

-either cancel the contract and receive immediate refund for the amount paid with no penalties;

-or accept the modification or alternate trip offered by the Seller; an amendment to the contract specifying the changes given will therefore be signed by the parties; any decrease in price coming from the deduction of the amount will be due to the Buyer and if the amount already paid by the Buyer exceeds the price for the modified service, the overpayment must be returned prior to the date of departure.

Article R211-10

In the case given by Article L. 211-14, when the Seller cancels the trip or stay prior to the Buyer's departure, the Seller must inform the Buyer via any means enabling acknowledgement of receipt to be obtained; the Buyer, without prejudice to compensation for damages incurred, shall obtain immediate repayment from the Seller without penalty to the amount paid; the Buyer shall receive compensation in this case which is at least equal to the penalty which would have been incurred if the cancellation had occurred on this date.

The stipulations of the present Article should not in any case hinder the conclusion of the amicable agreement to be accepted by the Buyer for a substitute trip or stay offered by the Seller.

Article R211-11

If after the Buyer's departure the Seller finds it impossible to provide an important part of the services provided for in the Contract, representing a significant percentage of the price paid by the Buyer, the Seller shall immediately take the following actions without prejudice to compensation for potentially incurred damages:

- either offer services replacing the expected services through bearing any eventual additional costs and, if the services accepted by the Buyer are of a lower quality, the Seller must refund the difference in price on return;

- or, if the Buyer is unable to offer a replacement service or where these are refused by the Buyer for legitimate reasons, the Buyer shall be provided with travel documents to allow return under conditions deemed to be equivalent to the point of departure or other point agreed by both parties.

The stipulations of the present Article are applicable in the case of non-respect of the obligation given in Point 13° of Article R. 211-4.