

Terms and conditions of sale and use of the Site

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This version cancels and replaces any previous version

Publisher and hosting

MisterFly is a simplified joint-stock company whose registered office is located at 25, rue de Ponthieu 75008 Paris, registered in the Paris Trade and Companies Register under number 807 712 690 and in the Travel Operators Register under number IM 075140074 (hereafter "MisterFly"). Its financial cover is insured by APS - 15 avenue Carnot - 75017 Paris. MisterFly has taken out insurance to cover the consequences of its professional indemnity cover with MMA IARD SA – 14 boulevard Marie and Alexandre Oyon, 72 030 Le Mans, Cedex 9, for a comprehensive cover amount, per claim and per annum, of €5,000,000.

1. Purpose and scope of the terms and conditions of sale

The services marketed by MisterFly on the site www.misterfly.com (hereafter the "Site") are covered by these terms and conditions of sale. These general and special terms and conditions are applicable to sales made from 1 July 2018. They replace, if and where appropriate, any previous version covering the same products over the same period of departure, for any reservation made after 1 July 2018.

These terms and conditions of sale govern the sales of trips or stays within the meaning of the French Tourism Code and, where expressly stipulated, the sales of flights on their own and of other individual tourist services. Subject to the following, the purchase from MisterFly of trips and stays, of all services as well as of flights on their own via the Site, leads to the full adherence of the customer or traveller to these terms and conditions of sale and their unreserved acceptance of all of their provisions. It is specified that, in case of contradiction between these terms and conditions and the contract concluded between the customer and MisterFly, the provisions of the contract will prevail.

If, after having chosen a travel service on the Site and having paid MisterFly for it, the customer reserves, during the course of the same visit to the Site, additional travel services for his/her trip with MisterFly's trading partners, the travel services will be part of a related travel service within the meaning of the French Tourism Code. Likewise, if after having chosen a travel service and having paid MisterFly for it, the customer reserves, within 24 hours of reservation the first travel service, additional travel services for his/her trip with MisterFly's trading partners by clicking on the links which may be sent to him/her for this purpose by email (if and where appropriate), these travel services will also be part of a related travel service. If related travel services are purchased, the customer does not benefit from the rights applicable to tourist packages. It is, however, specified that any purchase on the MisterFly website of a travel service that is subsequently part of a related travel service, is and remains subject to these terms and conditions of sale.

2. Prior information

In accordance with Article L. 211-8 of the French Tourism Code, the descriptions on the Site and/or in the quotation/contract proposals and/or other elements of information on the Site, the terms and conditions of sale and standard information forms summarising the traveller's rights are designed to inform customers, prior to making their reservation, notably about the main features of the services offered relating to the trip and stay, MisterFly's contact details, the price and terms of payment, the conditions of cancellation and termination of the contract, insurance and border crossing conditions. Customers are asked to refer to the descriptions of the trip or stay chosen. In accordance with Article L211-9 of the French Tourism Code, the parties expressly agree that MisterFly may make changes to the information on the Site, notably to the price and content of travel and holiday services, to the identity of the airline, as well as to the opening and closing dates of the hotels, to the trip itineraries, to the minimum number of persons required, if and where appropriate, to proceed with the trip, etc. The Site is updated several times a day and the prices displayed are likely to change according to the updates. The applicable price is the price in force at the time of registering for the relevant trip and is confirmed to the customer before its final acceptance.

3. MisterFly's roles

With regard to the sale of flight tickets, associated products and services, MisterFly acts as a simple intermediary between the airline and the customer. MisterFly is legally bound to an obligation of information and to the simple issuing of flight tickets, in accordance with Article R 322-4 of the French Code of Civil Aviation. The liability of the travel agency is governed by the regime defined in Article L.211-17--3 of the French Tourism Code and shall not replace that of the airline ensuring the transportation or transfer of passengers and luggage. The contract will be subject to both MisterFly's terms and conditions of sale and to the airline's terms and conditions, which may limit or exclude its liability (often pursuant to different applicable international conventions and to their own trade policies available on their respective websites).

With regard to the sale of accommodation services, MisterFly acts as a simple intermediary between the accommodation service provider and the customer.

With regard to the sale of other individual tourist services, MisterFly acts as a simple intermediary between the service provider and the customer.

With regard to the sale of stays and tourist packages, the retailer and the organiser are liable for the proper execution of the travel services provided for in the contract in accordance with Article L211-16 of the French Tourism Code and are required to

provide assistance to the traveller if the latter is in difficulty, in accordance with Article L.211-17-1 of the French Tourism Code. Under no circumstances may MisterFly be held liable for damages attributable either to the traveller or to a foreign third party when providing the travel services included in the contract and which are unforeseen or unavoidable, or to exceptional and unavoidable circumstances. MisterFly may never be held liable for indirect damages. MisterFly may not be held liable for the execution of services purchased at the resort by the customer and not provided for in the description, nor for inbound or outbound connecting flights taken at the customer's initiative. MisterFly generally recommends allowing for a minimum connection time of three hours and recommends to its customers, who are required to take an inbound or outbound connecting flight, to reserve travel documents that can be changed or reimbursed, in order to prevent any risk of financial loss. In case of damage, complaint or claim of any kind, the airlines' liability is limited solely to the air travel of passengers and their luggage as specified in their travel conditions and in accordance with the provisions of the international conventions in force (1929 Warsaw Convention, Montreal Convention of 28 May 1999) and/or of the EU regulations (notably Regulation (EC) 261/2004 of 11 February 2004). MisterFly's liability shall not be greater than that of the airline as it results from the application of the rules above. MisterFly may not be held liable for schedule, route or airport changes caused by circumstances beyond its control. Under such conditions, any delay that may be incurred may not result in compensation being owed by MisterFly. In other cases and excluding personal injury or damage caused intentionally or by negligence, the damages paid by MisterFly may not exceed three times the total price of the trip or stay, in accordance with Article L.317 of the French Tourism Code.

It is also specified that in case of related travel services, MisterFly will not be liable for the proper execution of additional travel services which have been purchased from other providers. In case of any problem, the customer is responsible for contacting the relevant service provider. The customer is also responsible for complying with all safety rules and instructions. Customers must display common sense, be prudent and exercise caution during activities in which they are participating. Customers are responsible for complying with the rules of procedure of the hotels in which they are staying and not displaying antisocial behaviour during their trip. Failure to do so will authorise the hotel and/or MisterFly to suspend the customer's stay due to their culpable behaviour. In such a case, the customer will not be entitled to any reimbursement or compensation and will alone bear all the costs resulting from the suspension of their stay.

4. Obligation to inform the customer

The customer has an active role in the contract concluded between themselves and MisterFly. The customer makes a reservation on the Site on their own behalf. Furthermore, the customer ensures the correct selection of their dates of departure, of the product and of the correct transmission and spelling of personal information relating to the customer and passengers. In accordance with Article L.211-17 II of the French Tourism Code, MisterFly is not liable for reservation errors attributable to the customer or caused by exceptional and unavoidable circumstances. Furthermore, the customer must inform MisterFly, in writing and prior to making any reservation, of any specificity concerning them which may affect the course of the trip (people with reduced mobility with or without a wheelchair, presence of an animal, transportation of musical instruments, etc.). Airlines have full discretion regarding whether to accept or refuse in particular the checking in of bulky or special luggage. During a stay purchased from MisterFly, the customer is obliged to report any non-compliance at the resort and not on their return.

5. Reservation

5.1 Reservation conditions

Any person purchasing a tourist service on the Site must be at least 18 years of age and be legally able to enter into a contract. Any person concluding an electronic contract with MisterFly acts both on their behalf and on that of the persons associated with their reservation; they guarantee that they are validly authorised to act as such, guarantee the veracity of the information provided by them and personally vouch for those registered on the reservation. Reservations for minors must be made by the legal representative or by any adult with the authority to do so. The minor shall travel accompanied by their legal representative or by an adult assuming all responsibility for said minor. Registration, including when it comprises services for which availability is not assured, is final and binding on the customer who may cancel the contract only under the conditions defined hereafter. The availability of services is systematically subject to being verified by MisterFly (except for flights sold individually). If MisterFly notifies the customer of the unavailability of the service or does not confirm its availability within three days from the reservation, the contract will be null and void and the previously paid amount will be reimbursed to the customer. Excursions may be booked only in addition to a stay. It is impossible to only book an excursion.

5.2 Reservation procedures

The reservation process on the Site is as follows:

- The customer selects their chosen service(s);
- They complete the information that is asked of them and required for their reservation;
- They choose the payment method for their reservation;
- By clicking on the button proposing validation and payment during the reservation process, and after having checked the content of their reservation on the pages that they have completed when making the reservation and, if and where appropriate, having changed it, the customer declares that they fully and unreservedly accept all of these terms and conditions of sale;
- The customer then validates their reservation by making the payment and is then legally bound to MisterFly.

- If the service ordered is available, MisterFly will send an email identifying the essential elements of the reservation. Unless expressly stipulated otherwise, the reservation confirmation email constitutes the travel organisation contract drawn up with the traveller. In the absence of such a document, the Order will not have been taken into account.
- The reservation is effective once MisterFly has generated a reference number. This email confirms the safe receipt of the reservation and allows for the availability to be checked with the provider. MisterFly will send the customer the travel documents and the amount will be debited.
- If the service reserved is not available, MisterFly will send a confirmation email informing that the reservation is currently being processed. This information email does not constitute a contract. MisterFly will endeavour to offer the customer a new offer that is close as possible to the initial reservation and, if the customer does not accept the new offer, MisterFly will reimburse them the amount previously paid. If the proposals are accepted by the customer, MisterFly will send i) the e-tickets for air travel ii) the e-voucher before departure. This e-voucher must be presented when checking in at the hotel's reception.
- All travel documents for products sold on the Site are issued electronically. The Customer must ensure that the confirmation email has been safely received and, for this purpose, must regularly check their inbox, notably by checking their "spam" or "junk" email.
- If the customer selects products by mistake or if they complete incorrect details in one of the elements of their reservation, MisterFly shall not be held liable. All email addresses must be valid at the time of making the reservation. MisterFly is not liable for any nonchalance or negligence by the customer.

5.3 Special requests

The customer may send MisterFly a specific request relating to a specific product (for example: special foods, equipment for the disabled, child seats, etc.). In order to best meet such needs, the customer must imperatively notify MisterFly of any need for passenger assistance (physical or mental handicap, age, illness, obesity etc.) either by email, telephone, the contact form available on the Site or by online chat. For requests made by email, online chat or the contact form available on the Site, a confirmation email will be sent to you. For requests made by telephone, an email confirming that the service has been taken into account will be sent to you if said service needs to be paid for. Special requests are submitted for assessment by the travel service provider.

With regard to air travel, the treatment of people with reduced mobility is specifically governed by European Regulation 1107/2006, which notably obliges the customer to check in at least 48 hours before the flight departure time: the organiser, the travel agency and the airline will take the necessary procedures for assistance at the airport and during the flight. The costs relating to special requests are on a case-by-case basis, notably depending on the travel service provider. As such, depending on the request, MisterFly will be required to send a quotation that requires the customer's validation. MisterFly undertakes to send the request to the travel service provider, without being able to guarantee its outcome.

5.4 Travel documents

If you have purchased an airline ticket, you will receive the e-ticket that you will have to present at the airport. Please note that for any reservation made with a "low-cost" company, the e-ticket will be replaced by the confirmation email. The customer may check in online before the day of departure and if permitted by the airline. Otherwise, the customer must go to the check-in desk of the relevant airline, in possession of the e-ticket (irrespective of the medium), the reservation number and/or the confirmation email as proof of the reservation as well as a currently valid identity document (passport, visa, identity card...) in order to obtain the boarding card. Airlines have their own rules and regulations in terms of e-ticketing. Air travel services are subject to the technical acceptance of the ticketing service which may be unable to issue tickets in very limited but existing cases. In fact, the airline may impose on MisterFly, with regard to certain flights or certain dates, or in order to benefit from certain prices, special issuing rules such as the issuing of the ticket within a maximum timeframe after the reservation, or access to certain prices notably reserved for the residents of certain countries. In these cases, MisterFly undertakes to do its utmost to inform the customer of this as soon as possible and insofar as possible to propose an air travel solution accompanied by new pricing conditions, which remain payable by the customer. In the absence of any solution, MisterFly will be entitled to cancel the reservation (cancellation without fees and for which no compensation will be due).

If you have purchased a service including rail travel, MisterFly will send an email including the reservation reference. This email will inform the customer of the procedure to be followed.

If you have purchased a service including accommodation, MisterFly will email you an e-voucher recalling the essential elements of the reservation with regard to the accommodation service. Only the services mentioned exclusively on the e-voucher are included in the price of the service. The customer must imperatively present the e-voucher at the hotel's reception. If your reservation includes an excursion, MisterFly will send an e-voucher which will provide the main information about the service.

If you have hired a car, MisterFly will email you the e-voucher recalling the essential elements of the reservation with regard to the service.

6. Terms and Conditions of Purchase

6.1 Price

The descriptions of MisterFly's tourist services and stays list what is included in the price and, in some cases, what is not. Generally and unless otherwise provided for in the travel description:

- For stays, the basic price does not include service fees (if and where appropriate), insurance, ticketing fees, tourist tax, optional extras (e.g. room category, luggage supplement, change of board, etc...), drinks, expenses to be paid at the resort, shows, excursions, checked luggage, any taxes levied on leaving the country, any tourist cards or deposit, vaccine costs, visas... as well as any service or provision not expressly mentioned in the description;
- For inland services only, the basic price does not include flights, service fees (if and where appropriate), tourist tax, optional extras (e.g. room category, luggage supplement, change of board, etc...), drinks, expenses to be paid at the resort, shows, excursions, vaccine costs, visas, any tourist cards or deposit, insurance as well as any service or provision not expressly provided for in the description.

It is also specified that, unless otherwise mentioned, an individual room supplement will be applied to any person who is travelling alone (an individual room is often a double room occupied by one person).

Infant/child price for the outward journey and child/adult price for the return journey – the child price may be charged for a child who is under the age of two at the time of departure, but has reached the age of two at the time of returning. Likewise, the adult price may be charged for a child who is under the age of twelve at the time of departure, but has reached the age of twelve at the time of returning.

6.2 Payment

The reservation is effective once MisterFly has generated a reference number. However, the reservation will be final only after full payment by the customer. As payment is an essential condition of the contract, the reservation may be cancelled by MisterFly in case of the customer's non-payment. This also applies to any rejection of payment, for whatever reason. Before receiving and recording the full payment, MisterFly is not required to carry out its service. In all cases, the customer is responsible for the payment of the entire package reserved. The following are not considered as payment of the debt: handing over a bank card number whilst the payment centre's agreement has not been obtained or making a bank transfer before confirmation from the customer's bank. If the customer is unable to make payment on time, MisterFly is entitled to cancel the reservation made by the customer on behalf of the passengers. In the event that the payment is irregular, incomplete or non-existent, for any reason whatsoever, the reservation will be cancelled and any resulting fees will remain at the customer's expense. MisterFly will not be liable for any price increase resulting from non-payment. This price increase will have to be paid in order to allow for the issuing of the airline ticket. These rules apply to all customers.

6.3 Deposit

Deposit conditions are established for packages. The terms will be communicated at the time of reservation in the description. The reservation will be confirmed only upon receiving payment of the deposit. The deposit is calculated based on a rate applicable to the total amount of the stay. The balance is payable no later than thirty (30) days before departure, unless otherwise specifically stipulated at the time of sale. For any reservation less than thirty (30) days from the date of departure: payment of the full price of the stay will be required at the time of reservation. If the balance is not paid within the above timeframe, MisterFly will not be required to keep open the availability of the services reserved, which are considered to be cancelled by the customer. The deposit payment does not exempt the customer from the cancellation terms to which they remain subject. In this case, MisterFly will be entitled to retain an amount corresponding to the cancellation fee provided for herein, as well as service fees (if and where appropriate) and insurance taken out, which is non-refundable. In case of cancellation of the reservation by the customer, for any reason whatsoever (excluding force majeure), the deposit paid at the time of reservation will be automatically acquired by MisterFly and may not give rise to any reimbursement.

6.4 Payment methods

MisterFly offers several payment methods, depending on the customer's reservation and/or the relevant product:

- Payment by bank card: the customer is required to state the type of payment card used, indicate the number of the payment card used, the expiry date and the cryptogram which is on the back of the card. The customer guarantees that they are fully authorised to use said card and that the card gives access to sufficient funds in order to cover all costs arising from the reservation. In order to guarantee security during payment transactions by bank card, the customer will have to enter all information on the payment card for each purchase made on the Site. This information is stored by our payment intermediary. Once the bank transaction is finalised, MisterFly has access to an encrypted algorithm making it possible to reuse the bank card for the reservation. As such, the customer authorises MisterFly to use their banking data in order to (i) proceed with the purchasing of the services requested and process the fees relating to them, (ii) proceed with the refunds authorised and (iii) charge the fees relating to (a) changing the reservation or (b) refunding taxes.

- Payment by bank transfer: MisterFly accepts payment by bank transfer in euros solely for reservations where the date of departure is more than seven (7) days from the date of reservation. The payment must imperatively be confirmed by the issuing bank, which provides a document with the payer's bank's official stamp. This bank transfer confirmation must be sent to the accounts department by email at the email address provided when the reservation is confirmed. This bank transfer confirmation must make reference to the surname, forename and reservation number. It must be sent before the day of the option date; the option is defined as the deadline on which the reservation package is closed. In some cases and for anti-fraud reasons, the travel agency may be required to impose bank transfer as an alternative solution for payment of the reservation, notably for any payment by bank card issued from a bank established outside France. Please be aware that all fees relating to the bank transfer remain at the customer's expense.
- "Instalment" payment by bank card is a staggered payment solution by bank card, Visa or MasterCard, for cards issued in France only. This solution, implemented by the financial partner Banque Casino, makes it possible to stagger payment of the reservation (for all reservations between €100 and €4,000 inclusive, in four direct debits according to the following payment schedule):
 - 1st instalment on the day of the reservation: 1/4 of the basket amount and Banque CASINO's administrative fees;
 - 2nd instalment 30 days after the reservation: 1/4 of the basket amount;
 - 3rd instalment 60 days after the reservation: 1/4 of the basket amount;
 - 4th instalment 90 days after the reservation: 1/4 of the basket amount.

The staggered payment plan will be offered to the customer when choosing the payment (once the product has been chosen and validated) and the payment will be subject to the subscription conditions established by Banque Casino and published at the time of reservation. The customer opting for this payment method will be legally bound to MisterFly for the Product ordered and to Banque Casino for honouring the payment.

For eligible packages assumed by Banque Casino through the "instalment" payment method by bank card, the customer will receive all the necessary travel documentation. However, the client remains liable to Banque Casino for the payment of instalments, in accordance with the Banque Casino's terms and conditions of sale available on the travel agency's website. In case of non-payment of one of the instalments and in case of failure to collect it, the reservation may be cancelled with all fees at the customer's expense. If the customer fulfils all the eligibility conditions, this financing solution will be offered to the customer at the payment stage.

The customer subscribing to this financing option has a withdrawal period of fourteen (14) calendar days from the reservation date. If the customer exercises their right of withdrawal, they will remain legally bound to MisterFly with respect to the travel products purchased.

- "Multi-card" payments: for some product lines, MisterFly offers the customer this flexible payment by making it possible to pay for a reservation with several bank cards (a maximum of three). This option is possible only with the following cards: national Blue card, Visa or MasterCard. For each card entered, the customer is required to state the type of payment card used, indicate the number of the payment card used, the expiry date and the cryptogram on the back of the card. The customer guarantees that they are fully authorised to use said cards and that the cards give access to sufficient funds in order to cover all costs resulting from the reservation.
- Holiday vouchers: the customer has the option of making their payment in holiday vouchers. Payment in holiday vouchers is possible for the purchasing of tourist services whose resort is located in the European Union. Only paper holiday vouchers are accepted by the travel agency; therefore, e-holiday vouchers cannot be accepted by the travel agency. The use of holiday vouchers remains subject to the conditions specific to ANCV (French National Holiday Voucher Agency). Holiday vouchers are valid only for the person(s) named on them (identity of the name between the bearer of the holiday vouchers and the passenger) and are non-transferable. The customer may use their holiday vouchers after having made a reservation online or by telephone, in the following way:
 - 1) The customer makes a reservation using their bank card. Once the payment card has been debited, the customer sends the holiday vouchers to MisterFly, not later than 30 days after the date of return, imperatively before their date of departure, by registered letter with acknowledgement of receipt making reference to the surname, forename and reservation number, to the following address: Misterfly – Département comptabilité client (Customer Accounts Department) – 25, rue de Ponthieu – 75008 Paris.
 - 2) Either the customer has credit on their account which may be used without restriction as to the date or resort, or the customer may request that its credit be refunded by way of €10 contribution to the management costs. The refund will be made once the holiday vouchers have been safely received. In the event that the customer has used the "instalment" payment method and if they send holiday vouchers to the travel agency, the refund will be made following full payment of the reservation, i.e. at the end of the payment schedule. No exemption will be possible.

- 3) In the event that the reservation is paid in full using holiday vouchers and that the amount of the holiday vouchers exceeds that of the reservation, the customer cannot claim any refund of the difference. In case of cancellation of the reservation, only the value of the product will be credited and not that of the holiday vouchers submitted.

MisterFly draws attention to the prerequisites for sending holiday vouchers by registered letter with acknowledgement of receipt. This sending method gives legal value to the dispatch through proof of delivery and delivery requiring the recipient's signature. In addition to a tracking service, this sending method guarantees compensation in case of loss or damage. Holiday vouchers are a payment method and for security and better handling reasons. According to the value sent, the compensation covered by La Poste varies (Level R1: €16 (strongly discouraged) - Level R2: €153 (maximum amount covered by La Poste) - Level R3: €458 (maximum amount covered by La Poste)). MisterFly advises the customer to adapt the sending according to the level of recommendation. If the amount sent is greater than the R3 maximum level, the postal services will be able to advise the appropriate sending method, guaranteeing the best compensation (e.g. sending by declared value).

6.5 Derisory price

With regard to Article 1169 of the French Civil Code, if the price displayed on the website is "derisory", MisterFly may cancel the reservation based on the premise that the customer cannot claim to benefit from this price, resulting from a display error, which is exploitatively low in relation to the real value of the service.

6.6 Customer fraud and non-payments

The customer assumes all consequences relating to unpaid transactions for reservations made on the Site. As part of its anti-bank fraud policy, MisterFly checks all bank transactions carried out on the Site. In the event that it detects fraud, it cancels the transaction, refunds the unduly debited account and launches criminal proceedings in order to identify the perpetrator(s) of the offence. This cancellation based on legitimate grounds does not give rise to compensation.

6.7 Additional service fees

Fees are applied by MisterFly in the event that the additional products and services requested by the customer are accepted by the travel service provider. These fees applied by the travel agency are in addition to the fees applied by the travel service provider.

Additional services	Amount
Onboard meals and services	Free*
Onboard meals and services by a low-cost airline or regular flight paid meal	€6*
Paid/additional luggage	€6*
Onboard services (e.g. request for baby carrier, seat reservation)	€6*
Lounge access	€6*
Special requests	Amount
Non-standard luggage – sports equipment	€16*
Animal transportation	€16*
Australia ETA visa	€25*
Other requests	€16*

* Fees per action, per passenger, per package for any reservation made on the Site and in addition to the travel service provider's fees.

6.8 Refunds

Refunds will be made using the payment method used at the time of purchase. With regard to refunds relating to the airline component purchased by the customer, the elements which constitute the ticket price are not all refundable. Any refund is made in accordance with the refund policy of the relevant airline(s). In case of non-use of the airline ticket (cancellation or non-presentation when boarding), some airport taxes pertaining to airline tickets are eligible for the refund, upon the customer's request. Fuel surcharge is excluded from the amount of refundable airport taxes. The refund will be subject to fees of 20% of the amount of refundable taxes being charged. Some airlines do not refund partially used airline ticket taxes. In any event, the customer may be refunded only once and this refund is subject to the terms and conditions of the relevant airline. Some airlines do not refund taxes for partially used tickets. When the flight tickets were sold with the guaranty FreeFlex, the article 7.3 is applicable.

7. **Change and Cancellation by the customer**

7.1 Procedure

It is specified that changing a package, including on-flight travel, will result in the cancellation of the travel document bearing the passenger's name, then the issuing of a new ticket by the airline. The issuing of the new ticket is subject to availability of the flight. This availability may then be with or without an additional fee (the application or not of the additional fee depends

on the pricing category of seats available in relation to the fare class subscribed to as part of the initial stay). Before departure, any request for correcting the spelling of a passenger's forename or surname will give rise to the application of change fees by MisterFly and the travel service provider.

Changing the stay involves updating the price of the stay. Any request for changing the names of passengers following a spelling error and/or title change by the customer will result in the charging of fees requested by the travel service provider.

For a complex reservation (e.g. multiple airlines, customised reservation with more than one route and price), several pricing rules may be applied. In this case, the most restrictive pricing rules will apply.

Any cancellation or change is subject to the travel service provider's conditions and procedure. Some products are non-refundable.

Any request to change the reservation may be made by telephone to MisterFly, by email or by using the online form. In return, MisterFly will send an email with the change request and the possible amount of fees relating to it for acceptance. The above confirmation receipt date will be the one used for calculating the change fees.

After acceptance of the change and corresponding payment of the fees, MisterFly will send confirmation of the change. In the absence of a confirmation email sent by MisterFly, the change has not been taken into account and Customer Service will need to be contacted.

Any change at the resort (extension, delayed return, hotel change...), at the customer's request, will be subject to the prior agreement of MisterFly. Any change will be made subject to availability (of the hotel and/or airline and/or transfer agents) and of the payment of related fees by the customer (payment of the price of the transfer, of additional nights, of a new flight...), with it being understood that these fees may, in some cases, be different from the prices on the Site.

The customer also has the option of cancelling their contract before departure under the conditions provided for in Article L.211-14 II of the French Tourism Code, with it being specified that the assessment of the occurrence of these circumstances will rely on objective elements. Cancellation gives rise to fees. These fees are set out in the description of the offer. Any cancellation request shall be made in writing to MisterFly (email or online form). In return, MisterFly will send an email with the cancellation request and the possible amount of fees relating to it for acceptance. The above confirmation receipt date will be the one used for calculating the cancellation fees.

After acceptance of the cancellation and corresponding payment of the fees, MisterFly will send a cancellation confirmation. In the absence of a confirmation email sent by MisterFly, the cancellation has not been taken into account and Customer Service will need to be contacted.

In case of cancellation or change by the customer, and deducted from the amounts owed to MisterFly (taxes, cancellation/change fees, insurance) and to the travel service provider, MisterFly will refund the customer, within a reasonable timeframe, for all previously paid amounts.

The cancellation or change of the reservation, for any reason whatsoever, does not exempt the customer from payment of the amounts owed to MisterFly. In case of cancellation or change, insurance is never refundable.

If the customer contacts the travel service provider directly to cancel or change their reservation, the customer is required to inform MisterFly in writing of the requests submitted to the travel service provider. MisterFly is then no longer liable for the reservation.

7.2 Change and cancellation fees

The applicable fees in case of change or cancellation are set out as follows:

Fees applicable to all products per passenger & per action	
Actions	Fees*
Change (flights, names, routes...)	€40
Cancellation	€40
100% cancellation of fees	€0

Depending on the product sold, there may be exceptions to the change and cancellation conditions set out above. These specificities will be notified by MisterFly on a case-by-case basis at the time of processing the change or cancellation request. The fees charged by MisterFly are in addition to the travel service provider's fees. In case of cancellation or change, insurance and service fees (including change and cancellation fees) are never refundable. For hotel products, only the terms and conditions of the end service provider will be applicable, which are communicated at the time of reservation.

* Excluding taxes, administrative fees and insurance.

Some packages are put together using airline and hotel products meeting strict cancellation conditions. These conditions are set out in the description of the offer. For these packages, MisterFly will apply 100% of the amount of the reservation for any change or cancellation, subject to more favourable conditions applied by the relevant provider(s).

For chartered, regular or low-cost flights sold individually, MisterFly will apply 100% of the amount of the reservation to any change or cancellation, subject to more favourable conditions applied by the airline.

For cruises: cruises are subject to specific change and cancellation fees which will be communicated to you, if and where appropriate, before your reservation.

7.3. Cancellation of the flight ticket with the guaranty FreeFlex by the Client

This condition is applicable when the guaranty FreeFlex is proposed on the Site. The FreeFlex is a guaranty proposed by MisterFly only for flight tickets sold separately. This guaranty allows a client to cancel a reservation until the eve of departure, considering opening hours. The Client will receive a refund in the form a voucher of 70% of the amount TTC of the flight ticket(s). The change fees, the options and the insurances are not refundable. The voucher replaces any other refund and accepting it, the Client may not claim any additional refund in cash. Conditions of use of the voucher are given on the Site in the pre-contractual information and in the confirmation e-mail.

8. Change and cancellation of the contract by MisterFly before departure (package and stay)

8.1 Change by MisterFly before departure

If, before departure, an external event, imposing itself on MisterFly within the meaning of Article L.211-13 of the French Tourism Code, forces MisterFly to change an essential element of the contract concluded with the customer, MisterFly will notify the customer by any means allowing for acknowledgement of receipt to be obtained from the customer, on a durable medium, as quickly as possible, and will offer them either a change to the trip, or a replacement trip. The customer may then either accept the proposed change or cancel the contract. The customer who opts for cancellation may be fully refunded for the amounts paid within no later than fourteen (14) days after cancellation of the contract. Unless otherwise indicated, the customer shall notify their decision (acceptance of the change or cancellation) within no more than 48 hours from receiving the above information. If there is no reply or response within this timeframe, the customer will be deemed to have accepted the proposed change.

On the other hand, MisterFly is entitled to make "minor" changes to non-essential elements in the contract. In this case, MisterFly will inform the customer and the latter will not be entitled to cancel on this basis.

8.2 Cancellation by MisterFly before departure

MisterFly may cancel the contract before departure and, if no replacement solution is found at the current price, refund all of the amounts paid without being liable for additional compensation, in the following cases:

- i) If a minimum number of passengers is required to proceed with a tour or trip and if this number is not reached, subject to MisterFly informing the customer of this at least:
 - 20 days before the date of departure in the case of trips of more than six days;
 - 7 days before the date of departure in the case of trips from two to six days;
 - 48 hours before the beginning of the trip in the case of trips of no more than two days.
- ii) If MisterFly is prevented from executing the contract due to exceptional and unavoidable circumstances. In other cases, if MisterFly decides to cancel the trip or stay before departure and if the parties are unable to reach an amicable agreement about a replacement trip or stay, MisterFly will refund the customer for all amounts paid and will pay them compensation that is at least equal to the penalty that it would have incurred if it had made the cancellation on this date. If and where appropriate, MisterFly will proceed with the refunds as soon as possible and, in any event, no later than 14 days after cancellation of the contract.

9. Contract transfer

In accordance with Article L.211-11 of the French Tourism Code, the customer may transfer their contract (excluding insurance policies and specific products) to a third party, on condition i) that the contract has produced no effect and ii) that MisterFly is informed of this in writing no later than seven days before the beginning of the stay, by specifying the exact names and addresses of the transferee(s) and passenger(s) on the trip and by proving that they fulfil the same travel conditions (in particular for children who must be in the same age brackets).

A new contract will be drawn up in the name of the transferee. Transferring the contract will, in all cases, incur administrative transfer fees of €50 per person payable to MisterFly as well as, if and where appropriate, additional fees borne by MisterFly due to this transfer. In particular, additional transfer fees which may be charged by the airline will be applied to the customer, notably in the event that the transferred package includes travel on a regular or low-cost flight and/or if the ticket has been issued. It is specified that, in some cases, airlines charge fees exceeding the initial ticket price. In any event, the transferor and transferee of the contract are jointly and severally liable for payment of all the aforementioned fees as well as for payment of the balance of the price, if and where appropriate. Additional insurance is under no circumstances refundable or transferable.

10. Air travel

10.1 Travel conditions

The air travel conditions are governed by the travel and pricing conditions of the relevant airlines, available on their respective websites. These conditions may provide for restrictions or fees related to the cancellation and/or change of a reservation. It is the customer's responsibility to comply with the airline's instructions, notably regarding check-in times. They are advised to be at the check-in desk at least three hours before the plane's time of departure for international flights and at least two-and-a-half hours in advance for internal/domestic flights. These timeframes may vary for passengers requiring special assistance. MisterFly may not be held liable and may not incur any fees whatsoever if a passenger is refused to be checked in beyond the deadline.

In particular, the customer acknowledges and accepts that:

- MisterFly has no control over the allocation of seats, even if they are pre-reserved with the airline and has no certainty that specific seats will be available on the day of departure;
- MisterFly has no control over information relating to the hours spent in the plane which are provided for information purposes by the airline offering the air travel service;

In case of no-show at the departure gate, the airline and/or MisterFly reserves the right to cancel the other services as well as the return flight. Any trip interrupted or shortened or any service not used by the customer will not entitle them to any refund (excluding airport taxes). All sections of flight tickets must be used, and in order, otherwise the airline reserves the right to change the price or cancel the return flight, without any refund (excluding airport taxes). These conditions also apply to flight tickets covering part of the train journey.

The schedules, type of aircraft, airline, any intermediate stops/stopovers and journey are communicated solely for information purposes and subject to confirmation. Most airlines reserve the right to change the schedules and cancel confirmed reservations, insofar as European regulations allow. MisterFly, as an intermediary, is not responsible for these schedule changes or cancellations imposed by the airline.

Airlines charge for some additional services such as checked luggage, check-in at the airport, the choice of seats, meals, drinks, snacks, etc. The fees relating to these additional services are not included in the price of the flight ticket, unless expressly otherwise stipulated and therefore must be paid directly to the airline. The pricing conditions for these additional services are provided on the airline's website.

10.2 Connections

When reserving a journey that comprises a connection or transit, the customer must allow for enough time by taking into account any possible delays and/or airport change. In accordance with international conventions, connections are not guaranteed. Generally, the customer is advised not to plan for any commitment on the day of or the day after the outward or return journey.

10.3 Airport

The name of the airport, if the city served contractually has several airports, is mentioned for information purposes and may be subject to possible changes. The airline may take off/land either at one or the other without giving rise to compensation. Shuttle costs (taxis, buses, parking, etc.) remain at the customer's expense. MisterFly is not liable for these costs.

If the city or place of arrival or departure has several airports, the airline may take off/land either at one or the other without giving rise to compensation. Shuttle costs (taxis, buses, parking, etc.) remain at the passenger's expense.

10.4 Pregnant women

Airlines sometimes do not allow pregnant women to board, when they consider that, due to the term of the pregnancy, a risk of premature delivery whilst travelling is possible. The customer must comply with all of the conditions of the airline providing air travel services with regard to the transportation of pregnant women.

10.5 Babies and minors

The customer must comply with all of the airline's specific conditions with regard to the transportation of babies and children. Children under the age of two do not have a seat on the plane unless their parents request to pay for a full seat especially for them. This rule is valid only on the condition that children are under the age of two for the entire trip, on the date of departure and on the date of return. In fact, airlines consider that for children exceeding the age of two on the date of return, a child fare return ticket needs to be reserved. Any fees incurred due to non-compliance with this rule cannot be refunded. Unaccompanied children under the age of 14 will be allowed on the flight only in compliance with the airline's conditions. For any flight reservation for a minor, MisterFly asks the customer to find out, either from MisterFly's Customer Service or from the airline, about the minimum age of the accompanying person. The policy differs from one airline to another and, as a precaution, before any reservation, the airline's policy relating to the transportation of minors should be checked.

10.6 Special prices

Many airlines offer special prices for children under the age of two, children and seniors. These reductions depend on the relevant airline and flight, seat availability and age of the passengers. If the customer has benefited from a reduction, the corresponding special prices appear in the price summary table before confirming the reservation. In addition, it should be noted that the reduction relating to the child fare is not automatically applied at the adult fare offered by airlines. The reduction percentage relating to the child fare may change depending on the adult fare applied by the airline to the relevant flight. It is therefore possible that the child fare is identical to the adult fare mentioned on the Site.

10.7 Charter flights and specificities

MisterFly operates charter flights that are identified on the Site by a star during the search results. Travel documents and confirmation of flight times are belatedly sent to the customer over a period ranging from fourteen (14) days to the day before the departure. It is possible that, in some cases, the customer is required to collect the flight tickets at the airline's check-in desk. This information will be indicated in the reservation confirmation.

10.8 Combination of single tickets – multi-company reservation

Multi-company reservation makes it possible to meet the customer's tailored requests by combining several single trips operated by different airlines. Each ticket issued is subject to its own pricing rules, limitations and fees. If one of these flights is changed by the issuing airline (for example, cancellation or delay), thus obliging the customer to change their other flight tickets, the customer will alone be liable for payment of the fees related to the changes made to this flight ticket.

10.9 Multi-resort – World tour

MisterFly offers its customers "multi-resort" products and "world tour" products in order to enjoy greater flexibility in customising their air travel. These products will be possible to the extent of the agreements that MisterFly has secured with the airlines. These products require customers to play a more active role in choosing their route and in knowing the administrative and health formalities.

10.10 Luggage

The transportation of luggage (checked or cabin) is subject to a regulatory framework (list of prohibited products and objects). For further clarification, you should consult the current regulations and official list of objects prohibited in checked luggage and in the plane on the website of the French Directorate-General for Civil Aviation. In case the airline refuses to accept any luggage on the aircraft, the travel agency may not bear any fees whatsoever.

a) Hand or cabin luggage (any luggage not registered as checked)

Each airline has its own commercial policy in terms of transporting hand and cabin luggage. Generally, the airline allows, per passenger, a single item of cabin luggage with a circumference no greater than 115 centimetres (cm) and a weight no greater than 5 kilograms (kg). These indications may vary depending on the type of aircraft. Some airlines restrict the transportation of hand and cabin luggage to a limited number and to the payment of checked luggage. It is recalled that cabin luggage remains the customer's responsibility for the entire journey.

b) Checked luggage

Each airline has its own policy. Generally, the airline permits an allowance of 15 kilograms (kg) of luggage per passenger on chartered flights (or charters) and on low-cost flights and an allowance of 20 kilograms (kg) of luggage per passenger on regular flights (economy class). In case of excess, if permitted, the customer will have to pay an additional charge to the airline, directly at the airport.

If the flight includes more than one trip, there may be different luggage allowances, even if the flights are provided by the same airline.

In case of loss, damage, theft of personal effects and/or luggage upon the flight's arrival (outward and/or return journey), the customer must imperatively establish a luggage irregularity report before leaving the airport. Once the report has been established, the customer is asked to send the declaration to the airline by attaching the original copies of supporting documents to it (e.g. photos evidencing the damage, declaration of value established before the flight with the airport services...) as soon as possible:

- In case of damage: seven calendar days from the date of discovering the facts (the date of establishing the authentic report);
- In case of loss: 21 calendar **days** from the initial date of delivery, corresponding to the date of the return flight;
- In case of late delivery: 21 calendar days from the actual date of delivery.

Beyond these timeframes, the request will be rejected, in accordance with the provisions of the Montreal international convention.

10.11 Direct flight & Stopover

Direct flights may be continuous or comprise one or more stopovers (depending on the airlines, this is the same flight comprising the same flight number) with change or not of aircraft, without MisterFly being informed of this. Some routes

require a change of aircraft. Flights at special prices may not use the most direct route. A flight classified as “direct” is a flight where there is no change of aircraft. Stopovers may be dictated by technical (e.g. refuel) or commercial reasons. The details of stopovers will be communicated during the reservation and are clearly indicated on the Site and on the route sent, once the reservation has been completed. The insertion of a stopover by the airline does not constitute a reason for cancelling the reservation.

10.12 Flight times

Flight times are communicated on the basis of a 24-hour day; they are approximate and are established in relation to departure flights. They may vary depending on the flight schedules, types of aircraft, weather conditions, etc. (excluding the time spent on the ground during stopovers or during a change of plane) and are consequently communicated to the customer only for information purposes, subject to change and confirmation.

10.13 Regulations applicable to air travel – Boarding refusal, cancellation and delay

Time or route changes, stopover changes, airport changes, delays, missed connections and flight cancellations are part of the constraints specific to air travel. These situations are most often related to the occasional congestion of air space, whilst complying with air traffic rules, with aircraft safety and inspection requirements. In case of non-compliance with the provisions of Regulation (EC) 261/2004 and of the Montreal Convention of 28 May 1999 governing passengers’ rights during air travel, the travel agency may not be held liable in the aforementioned cases, or for all facts attributable to fortuitous events, cases of force majeure (strikes, inclement weather, wars, natural disasters, epidemics, attacks, technical incident, etc.), caused by third parties or the customer (arriving after the scheduled time at the airport, refusal at check-in or when boarding for not complying with the immigration, health or customs formalities, no-show at the boarding gate, etc.).

10.14 Overbooking

In case of overbooking, a practice compensating for the non-arrival of passengers and optimising the occupancy rate, the airline is required to offer compensation to the passenger who may be subject to this inconvenience. MisterFly may not be held liable in case of overbooking. MisterFly may not bear any fees whatsoever if, for this reason, the customer is not allowed to board the aircraft.

10.15 “Dupe” – Double Reservation

If a person makes several reservations on the same flight (a practice called “dupe”), or on several flights of the same airline for the same air route, on the same day, some airlines reserve the right to cancel the seats without notice and without any refund. This practice is beyond the control of MisterFly.

10.16 Services at the resort

In some circumstances (airlines, resorts, prices, etc.), the purchasing of inland services is compulsory. MisterFly may not bear any fees whatsoever, nor issue any refund if the passenger is not allowed to board the aircraft for not complying with this provision.

10.17 Animal transportation

Each airline has its own policy in terms of animal transportation. Under certain conditions (safety regulations, prior agreement from the airline, etc.), companion animal categories may be admitted as checked or cabin luggage depending on the animal’s size. Prior to any reservation, the customer must imperatively make enquiries directly with the airline. Animal transportation may be charged; generally, payment will be made at the airline’s check-in desk on the day of check-in. To find out the cost of this service, the customer must (i) make enquiries directly with the airline and (ii) mention in the “Comments or special requests” section when making the reservation online the weight and dimensions of the luggage allowing for the animal’s transportation. It is the customer’s responsibility to complete this section.

10.18 Identity of the airline & blacklist

In accordance with Articles R-211-15 et seq. of the French Tourism Code, the customer is informed of the identity of the contractual or de facto airline(s) likely to operate the flight purchased. MisterFly will inform the customer of the identity of the airline that will operate the flight(s). In case of a change of airline, the customer will be informed of this by the contractual airline or MisterFly, by any appropriate means, once it knows about it and no later than at the time of check-in or boarding for connecting flights. Pursuant to Article 9 of European Regulation 2111/2005 of 14 December 2005, the list of airlines banned from operating in the European Community can be consulted at the following link: <http://webgate.ec.europa.eu/odr>.

10.19 Loss or theft of ticket

In case of deletion of the email containing the e-ticket, the customer must make a request to MisterFly so that the latter can resend them the flight ticket by email. In case of loss or theft of the paper flight ticket during the journey, the customer must make a specific declaration to the police and the airline. The customer must bear at their own expense their return flight by purchasing another ticket from the issuing airline. All the consequences arising from the loss or theft of a ticket are at the customer’s expense. However, a refund, which remains at the airline’s discretion, may possibly be requested by the customer, along with all the original copies (redeemed ticket stub, boarding card, etc.). According to the professional practices specific to airlines, the response time is one year.

10.20 Confirmation of the return flight

Whatever the type of flight may be, it is often compulsory to confirm the return flight at the resort with the airline, no later than 72 hours before the scheduled date. It is the customer's responsibility to confirm their return flight by complying with the requirements of the airline providing the air travel service.

10.21 Change of return at the resort

For any change to the return flight at the resort, the customer must imperatively contact MisterFly and the airline directly. This change may result in the payment of additional fees, or a price adjustment at the customer's expense. Some tickets (excluding e-tickets) may be changed at the resort subject to availability in the price category shown on the ticket. In contrast, some tickets cannot be changed, which results in the purchasing of new tickets. The customer is required to inform MisterFly in writing of any change made directly with the airline. MisterFly shall not be held liable for the consequences resulting from this lack of information.

10.22 Open return

On regular flights with an "open" return date, it is advised to reserve the return flight as early as possible, as its confirmation is subject to availability. Generally, the return flight has a limited validity period of one year.

10.23 Inbound and outbound connecting flight

If the customer themselves organises the inbound and/or outbound connecting flight, MisterFly cannot be held liable whatsoever. MisterFly recommends that you reserve travel documents that can be changed or refunded, in order to avoid any financial loss.

10.24 Specificities of some airlines

It is commonly accepted that some airlines offer reduced travel services. Onboard services are reduced to the minimum and are generally offered optionally and subject to additional fees at the passenger's expense. The flight price does not include meal trays or refreshments/snacks. These airlines often use secondary terminals and/or airports. Some airlines do not allow passengers under the age of 14 to travel alone.

10.25 Various provisions

In case of facts beyond its control, technical constraints or safety/security measures, the airline reserves the right to transport passengers by any mode of transportation of its choice, with reasonable diligence and without any compensation being claimed by the passengers.

11. **Stays**

11.1 Length of the Stay

The length of the stay is calculated in nights (number of nights) and takes into account the time spent travelling (including transfers) and the length of the stay at the resort or travel time to the resort, from the time of arrival at the airport on the day of departure to the time of arrival on the day of return. The length of the stay at the hotel is set out in the voucher. Prices are calculated in relation to the number of nights. It is therefore possible that the first and/or last night or that the first and/or last day is/are fully spent travelling. The customer is informed that they may lose a few hours' stay upon arrival and/or upon departure, or that their stay may be extended, notably due to the flight times imposed by airlines, inclement weather, any fortuitous event and safety requirements particularly during a period of intense air traffic in which rotations are more frequent and may cause some delays. The customer is strongly recommended not to plan for any commitment the day before departure as well as the day following return. The customer is informed that there may be airport changes on the outward and return journeys, notably in Paris (between Orly and Roissy). Furthermore, in case of necessity, the customer may be transported by any other mode of transportation (coach, for example). Checking in and out of the room by the customer will be done in accordance with international hotel industry practices and no claim or request for refund from the customer in this regard will be taken into account. An overnight stay corresponds to the period for which the room is made available, which varies depending on the hotel.

11.2 Room types

A "double" room often comprises two twin beds and sometimes one double bed. An "individual" room is often a double room occupied by one person (hence the individual room supplement). It may be not as well situated and smaller than the double room. A "triple" room is often a double room with an additional or spare bed (minimum comfort). Hence, no individual room supplement will have to be paid, but this presents disadvantages regarding use such as reduced space or a folding bed. A "quadruple" room is often comprises a single room whose maximum capacity is four people (with additional, spare or bunk beds). A "family" room comprises one or two rooms (varies depending on the hotel) and a shared bathroom or shower, and generally has a maximum capacity of five people (with additional, spare or bunk beds). A limited number of "interconnecting" rooms are available in some hotels (sometimes with a supplement), the allocation of which is on a priority basis and upon request from families with children.

In each hotel, there are rooms which are not as well situated, sold at the same price as other rooms. MisterFly cannot guarantee the room's location. Depending on the hotel, the use of air conditioning in rooms may be subject to schedules and periods (as a general rule from 1 June to 15 October). A hotel described as facing the sea does not mean that all rooms have a sea view. On the subject of sea-view rooms, this does not always mean that a room will be facing the sea. The view may be sideways and sometimes slightly impeded.

Please be aware that the "Shared BED" or "shared bedding" reference means in some hotels, notably in Asia, that the child shares the bed or beds of the two adults. At the resort, at the customer's request, an additional bed may be provided subject to the hotel's availability (a supplement may possibly be requested at the resort).

11.3 Hotel classification

The indication of the level of comfort attributed to the hotels in the description corresponds to a classification established in reference to the host country's local standards published by local tourism departments, and which may therefore differ from French standards or those of the country of entry. For the same category, the level of comfort may vary from one hotel to the other.

11.4 Meals

Hotels offer different packages. The most common are the following:

All Inclusive	This package includes accommodation, breakfast, lunch, dinner and the standard drinks (mineral water, fruit juices, sodas, wines, local alcoholic beverages) generally from 10:00 am to 12:00 pm. Some alcoholic beverages may not be included in the package and be charged by the hotel. Please be aware that this package does not mean that everything is free; the description alone shall prevail. All services (drinks, etc.) which are not specified in the description are not included in the package reserved. Furthermore, drinks included in the package are only local drinks.
Full board	This package includes accommodation, breakfast, lunch and dinner. It does not include drinks, unless otherwise indicated in the product descriptions.
Half-board	This package includes accommodation, breakfast and lunch or dinner as the case may be, without drinks.
Breakfast	This package includes accommodation and breakfast, without drinks.

In some countries, hotels do not provide drinking water. The purchasing of bottled drinking water is at the customer's expense. Any additional consumption not included in the package must be paid for at the resort by the customer to the hotel.

11.5 Activities

Although MisterFly endeavours to update the information contained in its descriptions relating to free or paid activities offered at the resort, MisterFly shall not be held liable in case said activities are postponed for weather-related reasons, in case of force majeure, stay outside the tourist season, or if the number of participants required for the activity is not reached.

11.6 Hotels' rules of procedure

By registering for a trip or stay offered by MisterFly, travellers undertake to comply with the rules of procedure of the hotels or establishments at which they stay (notably safety rules and instructions), and not to display antisocial behaviour.

11.7 Transfers

The type of transfer, included in the price, is mentioned, if and where appropriate, in the product description. There are various types of transfers (collective: servicing of several establishments; exclusive: servicing of a single establishment; private: associated with a single package; local public shuttle buses). The drivers and/or transfer agents may speak French; transfers may be carried out without assistance. In case of the sale of a package without transportation, or early, delayed or additional arrival and/or return flights in relation to the basic programme, transfers and/or assistance (notably between the hotel and airport) will not be insured and will consequently be at the customer's expense.

11.8 Relocation and change of hotels

The travel service provider or MisterFly may be required, for multiple and legitimate reasons (change of flight by the airline, technical reasons, case of force majeure, on account of a third party or customer, etc.), to replace the hotel initially reserved by another hotel of the same category offering the equivalent services. Insofar as possible, the customer will be notified in advance.

11.9 Rail travel

If the stay comprises a rail travel service, the use of travel documents is subject to special conditions of validity displayed on the train tickets. No change of route or travel time may take place during the journey without MisterFly's agreement. Any

change by the customer or in case of force majeure will be at the customer's expense for any fees that may arise from the change. Children having benefited from a price reduction will have to be able to prove their age. The customer will have to be subject to the same conditions of administrative formalities as for air travel. In some trains, paying for a seating or sleeper reservation is compulsory as well as any "Designated train" supplements. The customer must ensure compliance with the boarding deadlines. MisterFly may not be held liable for schedule or route changes or change of station caused by external events such as strikes (except for strike by the staff of the travel service provider in charge of rail travel), technical reasons or inclement weather. In any event, the liability of the travel service provider is limited to international conventions governing rail travel. Some travel service providers in charge of rail travel apply their own luggage policy. The customer must imperatively find out about the goods that they are able to take in their accompanied luggage and the current restrictions. As the procedures vary from one travel service provider to the other, it is preferable to carry out a case-by-case check.

11.10 Photos and illustrations

MisterFly endeavours to provide you with illustrative or descriptive photos of the services referenced on the Site. Illustrative photos have the sole purpose of evoking the chosen resort and are only an indication. Descriptive photos aim to give an insight of the category or level of standing of a service.

11.11 Extras

The payment of extras must be made at the resort at the hotel's reception, before departure. The customer is solely responsible for checking the justification and accuracy of the billing of these extras and for settling any dispute at the resort. MisterFly may under no circumstances intervene, in any way whatsoever, in the consequences of a direct transaction (extras are by definition excluded from the services included in the accommodation price) between a customer and a hotel, neither during the stay, nor after the trip.

11.12 Theft & Loss

It is strongly recommended not to take valuable objects (jewellery...), but only necessary personal effects that are suitable for the purpose and specific conditions of the journey. MisterFly is not liable for thefts committed in the hotels. Customers are recommended to deposit valuable objects, identity papers and travel documents in the hotel's safety deposit box. The customer is liable for forgetting or losing objects, notably during transportation or transfers. It is also not recommended to leave any identity papers, essential medications, valuable objects, cash, cameras, camcorders, etc. in luggage entrusted to airlines. The customer may submit an excess value declaration at check-in.

12. Car rental

12.1 Prevalence of the rental firm's Specific Terms and Conditions

Car rental contracts entered into on the MisterFly Site will be concluded with rental firms (hereafter "Rental Firm") and will be subject to their own general terms and conditions (hereafter "Specific Terms and Conditions"). The Rental Firm's Specific Terms and Conditions are applicable to the offer and product, as well as to any other document in relation to the car rental. The customer accepts the Specific Terms and Conditions at the time of reservation. Thus, the customer acknowledges by the sole fact of making a reservation with MisterFly that they have read beforehand, unreservedly accept and are legally bound by the Specific Terms and Conditions. MisterFly reproduces the Specific Terms and Conditions as they are sent to it by the rental firm and may under no circumstances be held liable for any dispute in relation to the Specific Terms and Conditions.

12.2 Rental conditions

The rental contract will be in the name of the main driver listed on the e-voucher. The reservation made is valid only for the person named on it.

12.3 Availability of the vehicle and rental period

The vehicle is made available to the customer by one of the rental firm's agencies, on the date and at the time mentioned on the e-voucher. Any delay may make it impossible for the rental firm to honour the reservation. The reservation is made for a fixed period specified on the e-voucher. Any delay of more than 29 minutes in returning the vehicle may result in the rental firm charging for one additional day.

12.4 Conditions to be fulfilled

The name of the driver mentioned in the reservation will be the person named in the rental contract concluded with the rental firm. The driver will have to go to the agency's desk in order to collect the vehicle. They must be in possession of the e-voucher sent by MisterFly, a driving licence (if the licence is not written in roman script, an international driving licence will have to be presented) and a currently valid identity document as well as an international credit card in their name (payment cards, notably Visa Electron or Maestro cards are not accepted by rental firms). The credit card will be used by the rental firm for the vehicle's deposit. A minimum age may be required by the rental firm. This varies depending on the rental country and type of vehicle rented. A young driver surcharge may also apply depending on the driver's age. This surcharge is payable at the resort and will have to be paid for each additional driver whose age is below the required age. This surcharge is non-refundable. If the customer wishes to add one or more drivers to the rental contract, they will have to be present at the time of drawing up the rental contract and present a driving licence and currently valid identity document. Adding additional drivers gives rise

to additional fees, payable at the resort by the customer directly to the rental firm. These additional fees remain at the customer's expense.

The price list of the different supplements quoted, all specific local conditions, notably the minimum age and minimum period of holding the driving licence, will be communicated at the time of reservation. The prices of these supplements are at the customer's expense, are given for information purposes and can be changed without notice by the rental firm.

The prices published on the MisterFly Site are solely intended for customers in possession of a driving licence issued in one of the countries of the European Union.

If one of these conditions is not forthcoming at the time of drawing up the rental contract, the rental firm reserves the right to cancel the reservation, without the customer or MisterFly being liable for any compensation.

12.5 Geographic restrictions

The territorial scope of the rental contract and the possibility of border crossing varies depending on the rental firm and rental country. To avoid any such problem at the time of reservation, it is strongly advised that the customer makes enquiries directly with MisterFly.

12.6 Vehicle use

For the duration of the rental contract, the vehicle must be used with "due diligence". The vehicle, notably, must not be rented out, transport people for money or participate in rallies or competitions.

12.7 Price and payment conditions

The price to be paid is the one in force on the date of reservation. This price appears in the confirmation email. Any subsequent change in the price on the MisterFly Site, either upwards or downwards, shall in no way affect the price confirmed.

Unless otherwise mentioned prior to validation of the reservation, prices include:

- The availability of the vehicle for the period specified in the reservation;
- Unlimited mileage (otherwise, the mileage included will be specified at the time of reservation and indicated on the e-voucher);
- Accidental damage (CDW) and theft (TPC) insurance: in case of vehicle theft or accident caused to the vehicle, this insurance prevents you from paying the excess corresponding to the vehicle's current value by reducing your financial liability (for all rentals in the United States, prices include the full redemption of excesses). However, damage caused to the upper and lower parts of the vehicle, to tyres, and broken glass are excluded from the damage insurance;
- Third-party liability insurance;
- Local taxes (VAT, federal and governmental taxes);
- Surcharges apply at train stations and airports;
- Contribution to the vehicle's registration costs;
- Reservation fees.

Any other element not mentioned in the above list is not included in the price. This will notably concern fuel, additional insurance which may be offered at the resort by the rental firm, options such as child seats or additional drivers, fees applicable to young drivers or road traffic offences.

12.8 Cancellation, change, no-show

Any cancellation or change request must be sent by email by the customer to MisterFly. An email confirming that the cancellation or change has been taken into account will be sent as soon as the request has been processed. As an exception to the provisions set out in Article 7, any car rental can be changed and cancelled without charge up to 48 hours before collecting the vehicle.

In case of change, MisterFly is obliged to cancel the rental and proceed with a new reservation, which will be updated according to the day value. The customer may be required to pay the difference between the initial reservation and the changed reservation.

In case of extension of the rental period at the resort, the supplement will be payable directly to the rental firm and will be higher than the price offered by MisterFly. If the rental period is shortened after taking possession of the vehicle, the unused days are not refundable.

In case of cancellation less than 48 hours before collecting the vehicle, the customer will incur a €25 fee. Any cancellation on the day of collecting the vehicle or any no-show at the agency will give rise to the application of a penalty (€50 payable by the customer). Some specific prices are subject to stricter cancellation and change conditions, information about which is provided at the time of reservation. Some specific prices are subject to stricter cancellation conditions, information about which is provided at the time of reservation. Any refund resulting from a cancellation will be credited to the payment card.

13. Liability and Force majeure

MisterFly endeavours to guarantee the updating, maintenance and operating of the Site. Some information is occasionally cached and is checked in real time only when confirming your reservation. In case of force majeure, MisterFly may not be held liable or be considered as being in breach of these terms and conditions of sale for any delay or failure in the execution of the contract resulting from the events of said force majeure, as set out in Article 1218 of the French Civil Code and by French case law. The internet is used at the risk of the person connecting to it. MisterFly can provide no guarantee, notably regarding any Site disruption or error, or its performance, and reciprocally for the customer.

14. Administrative and health formalities

The administrative formalities in the descriptions/on the Site and in travel documents are sent only to French nationals. The customer who is a French national is advised to consult, up to the day of departure, the following websites:

- www.diplomatie.gouv.fr
- www.douane.gouv.fr
- www.cibtvisas.com
- www.pasteur.fr

These websites will also serve as a point of reference for the visas and vaccinations required for each country.

For other nationals, MisterFly draws the customer's attention to the need to enquire, before proceeding with the reservation, about the formalities to be accomplished by contacting the relevant embassy or consulate.

Identity document and visa: the customer is responsible for ensuring that they are in order (and that those of the persons named on their travel documents are also in order) with the immigration, customs and health formalities which have been indicated to them for proceeding with the journey. For travelling to EU and Schengen countries, you need to be in possession of a national identity card (NIC) and/or a passport which is/are both in good condition and currently valid. Some countries require that the validity of the passport and/or NIC be more than six months after the date of return, as well as the presentation of a return or onward ticket, sufficient funds, an assistance insurance certificate, an international vaccination card and a visa, but please refer to the resort country. It is specified that the period for issuing a visa and the decision relating to issuing a visa or not are incumbent on the authorities of the resort countries, who have sole jurisdiction in the matter. In all cases, passports and/or NIC in poor condition or expired are not accepted for travelling. You should therefore check the documents required by the resort country. The customer is responsible for scrupulously complying with the applicable formalities and for checking the accuracy of the spelling of the surnames and forenames on the travel documents with those entered on their identity papers (passport, visa...). Customers having reserved flights at special pricing (family, young people, couples, seniors...) must be in possession of supporting documents which they may be asked to present at check-in. Please be aware that extending the validity of the NIC, now for a period of 15 years instead of 10, may involve travelling with a NIC whose date of validity has facially expired. It may be refused by some foreign countries. Also, in order to avoid any risk of blocking or refusal of boarding, MisterFly recommends in this case travelling with a passport whose validity must correspond to that requested by the resort country. Extending this validity is valid only for adults at the time of issuing the NIC (please refer to the information provided by the Police Prefecture).

For the USA: you are reminded of the obligation to obtain pre-authorisation of entry or transit to the USA for each passenger checked in, no later than 72 hours before the date of departure. Each passenger must individually create their pre-authorisation record on the website <https://esta.cbp.dhs.gov>; in addition to the need to have an electronic or biometric passport. The US authorities recommend that married women use their maiden name when registering for a journey: it must appear on flight tickets, the ESTA form and be used for the different compulsory safety/security procedures for access or transit to the USA (additional information about the APIS, Secure Flight procedures).

Animals: some airlines agree to transport pets; the customer must be in possession of their up-to-date vaccination card.

Important: a passenger who was not able to board a flight due to their inability to present the required documents (passport, visas, vaccination certificates, tickets...) may not claim any refund. The same applies to stopovers and transits. The fees for issuing passports, visas and other travel documents (tickets or repurchasing of tickets) are at the customer's expense and may under no circumstances be refunded. In case of the occurrence of a political or health event (prior to or following the signing of the contract) which may present constraints or dangers to the customer, MisterFly may subject the customer's departure to the signing of a document under the terms of which the customer will acknowledge having been informed of the risks associated with their stay. MisterFly may also be required to cancel the customer's stay.

The Ministry of Foreign and European Affairs has created Ariane, a new portal which allows French travellers who so wish to communicate data relating to their travel abroad. This data may be used, in case of emergency only, by the French authorities to organise any emergency operations. The customer is recommended to register on the Ariane portal at <https://pastel.diplomatie.gouv.fr/fildariane/dyn/public/login.html>

Minors must be in possession of identity papers in their name. Minors must be holders of an individual passport. The registration of minors on their parents' passports, including "old model" passports known as Delphine passports, is now impossible.

For EU and Schengen resorts, a French minor may travel with a national identity card (NIC) or registered passport (valid for five years), both currently valid and in good condition.

For all other resorts, they must be in possession of a passport that is currently valid or be valid for more than six months after the date of return and in good condition, and of a visa depending on the resort country.

For all resorts requiring a passport, a minor, regardless of their age, must now possess a registered passport. In all cases, passports and/or NIC that are facially expired or in poor condition are not accepted for travelling. The family record book alone does not constitute an identity document allowing for travel and cannot be substituted for a passport or NIC.

Please be aware that a minor, regardless of their nationality and residing in France, and not accompanied by their parents (or by a person holding parental permission), may no longer leave France without authorisation. The "authorisation to leave the country" form is CERFA form No.15646*01 which must be downloaded, completed and signed. It is available on the website <https://www.service-public.fr/>.

Any child who travels abroad without being accompanied by one of their parents must present the following three documents:

- The minor's identity document: identity card or passport;
- The form signed by one of the parents holding parental authority;
- A legible copy of the identity document of the parent signing the form.

Using the passport alone is no longer considered sufficient. The "authorisation to leave the country" form is required for all minors residing in France, regardless of their nationality.

The law does not oblige the customer to be in possession of a copy of the family record book. Nevertheless, MisterFly strongly encourages the customer to have this document when staying abroad.

Please be aware that if the child travels with only one of their parents, and if they do not have the same name and/or if they do not live at the same address as the parent who accompanies them, there will need to be proof that the other parent has authorised this journey in the form of a handwritten letter by the non-travelling parent and authorising the child to travel, accompanied by a copy of the family record book and by a legible copy of the identity document of the non-travelling parent. Reservations for minors must be made by the legal representative or by any adult with the authority to do so. The minor will have to travel accompanied by their legal representative or by an adult assuming all responsibility for said minor.

MisterFly may under no circumstances be held liable:

- For sanctions and/or fines imposed resulting from the failure to comply with health, administrative, customary and/or customs regulations in France or in the resort country, as well as any resulting consequences;
- If the customer is unable to board due to their inability to present the valid identification and/or health documents required for their journey. MisterFly will not provide any refund.

15. Travel insurance

No insurance covering cancellation fees, luggage incidents and repatriation assistance is included in the packages. However, the customer may take out optional insurance, the contractual conditions of which are available on the Site. In case of cancellation of the trip by the customer, the insurance premium paid by the customer is non-refundable. It is also specified that insurance is not transferable. If the customer is able to prove that they benefit from cover taken out previously and which would cover the risks covered by the travel insurance taken out on the Site, the customer has the option to exercise their right of withdrawal with respect to taking out travel insurance. The terms of the withdrawal are set out in the insurance policy.

16. Loyalty programme

At the time of reserving a tourist service, the customer has the option to enter data relating to the travel service provider's loyalty programmes of which the customer is a member. Each of these loyalty programmes is subject to the general terms and conditions specific to each travel service provider. These terms and conditions may restrict the benefits granted to certain prices or categories. In case of doubt, it is recommended to contact the travel service provider who is in charge of the loyalty programme. Travel service providers have their own rules and regulations with regard to loyalty cards. For any question relating to the loyalty programme, the customer is asked to contact the travel service provider directly.

17. Personal data – Cookies – Cold calling

As part of the reservation, the personal data collected will be processed electronically. The customer is asked to read the policy relating to personal data. In case of contradiction between these conditions and the privacy policy, the latter will prevail. In accordance with the French Data Protection Act and with the provisions relating to personal data protection, customer-related data is required to process their requests and reservations, and is intended for MisterFly and companies of the MisterFly Group, for concluding and executing the contract. In order for the contract to be concluded and executed, personal data will be communicated to MisterFly's partners, providers of reserved services (hotels, airlines...). Some of MisterFly's partners may be located outside the European Union. Generally, customers notably have a right of access, portability, objection, correction and deletion relating to all data concerning them at MisterFly – DPO – 25, rue de Ponthieu 75008 Paris. MisterFly's personal data policy ("Privacy Policy") complies with the General Regulation on Personal Data Protection (Regulation No. 2016/679) and is available on the Site. MisterFly also informs customers of their right to register on the opt-out list with regard to cold calling, at the address www.bloctel.gouv.fr.

18. Right of Withdrawal

In accordance with Article L 221-28 of the French Consumer Code, the right of withdrawal does not apply at the time of purchasing tourist services such as those offered on the Site. Consequently, products reserved on the Site do not come under the right of withdrawal and are solely subject to the cancellation and change conditions provided for herein and/or in the travel service provider's specific terms and conditions.

19. Complaints

MisterFly provides its customers with a freephone number that will answer their calls in order to obtain the proper execution of their contract or the handling of a complaint, report any non-compliance or ask for assistance if the traveller is in difficulty at the resort. The traveller is required to report any non-compliance observed at the resort as soon as possible referring to the circumstances in question. As such, MisterFly recommends that customers report and establish any failure in the execution of the contract at the resort, in writing, to and with MisterFly's representative. The customer also has the option of informing MisterFly, notably using the above number/email. Failure to report a non-compliance at the resort may have an influence on the possible amount of any damages or price reduction due (if and where appropriate), if reporting without delay could have avoided or reduced the damage suffered by the customer.

Any complaint will have to be sent, along with supporting documents, within no more than 30 days after the date of return. The studying of complaints will only relate to the contractual elements of the reservation. No subjective assessment will be taken into account. Any compensation awarded for a complaint relating to the inland services may be based only on their price. MisterFly is committed to doing its utmost to deal with complaints within four (4) weeks from receiving them. However, depending on the complexity and necessity to speed up enquiries with the hotels or service providers, this timeframe may be extended.

After having contacted Customer Service and not receiving a satisfactory response within the above timeframe, the customer may refer the matter to the Tourism and Travel Ombudsman (MTV), whose details and referral procedures are available on its website: www.mtv.travel. If and where appropriate, the customer may also refer the matter to the European platform for the online settlement of disputes provided for in Regulation (EU) No. 524/2013 of the European Parliament and Council (<https://webgate.ec.europa.eu/odr>).

20. Proof

It is expressly agreed that, barring a palpable error by the travel service provider or MisterFly that has been proven by the customer, data stored in MisterFly's and/or the travel service provider's computer system shall be conclusive regarding the reservations made by the customer. Data on computer or electronic media constitutes valid proof and, as such, is admissible under the same conditions and with the same probative force as any document which has been drawn up, received or preserved in writing.

21. Changes to the terms and conditions of sale

The terms and conditions may be changed at any time without notice. These changes involve the updating and dating of said terms and conditions. It is understood that these changes will apply only to reservations made subsequently. It is therefore imperative that the customer consults the general and special terms and conditions when making their reservation, notably in order to ensure that they are fully aware of the provisions currently in force.

22. Applicable law and allocation of jurisdiction

The terms and conditions of sale and use which govern the relationship between the parties are subject to French law. In the absence of an amicable settlement, any dispute relating to their interpretation and/or execution falls within the jurisdiction of the courts in which MisterFly's registered office is located or before the jurisdiction in which the customer's place of residence is located.

GENERAL TERMS AND CONDITIONS OF SALE

In accordance with the provisions of the French Tourism Code, the provisions reproduced below are not applicable to reservation or sale transactions of travel documents, which do not fall within the framework of a tourist package. All of the information contained on the Site constitutes prior information. Therefore, in the absence of provisions to the contrary, the features, special conditions and price of the trip as indicated on the Site will be contractual upon acceptance of the terms and conditions of sale.

EXTRACT FROM THE FRENCH TOURISM CODE (effective as of 1 July 2018)

Please note, that the translation of the extract of the French tourism code has no legal value and is only proposed for information purposes.

Article R. 211-3

Any offer and sale of the services referred to in Article L. 211-1 shall give rise to the submission of appropriate documents which comply with the rules set out in this section.

Article R. 211-3-1

The exchange of pre-contractual information or the provision of contractual conditions is carried out in writing. This may be done electronically. Reference is made to the name or company name and address of the organiser or retailer as well as to its registration number in the register provided for in Article L. 141-3 or, if and where appropriate, the name, address and registration number of the federation or union mentioned in the second paragraph of Article R. 211-2.

Article R. 211-4

Prior to concluding the contract, the organiser or retailer must communicate to the traveller the following information:

- 1) The main features of the travel services:
 - a) The resort(s), itinerary and periods of stay, with the dates and, if accommodation is included, the number of nights included;
 - b) The means, characteristics and categories of transportation, the locations, dates and time of departure and return, the length and location of stopovers and connections. If the exact time is not yet confirmed, the organiser or retailer informs the traveller of the approximate time of departure and return;
 - c) The location, main features and, if and where appropriate, the tourist category of the accommodation pursuant to the rules of the resort country;
 - d) The meals provided;
 - e) The visits, excursions or other services included in the total priced agreed for the contract;
 - f) If it is not clear from the context whether any travel services will be provided to the traveller as a member of a group and, in this case, if possible, the approximate size of the group;
 - g) If the benefit from other tourist services provided to the traveller relies on effective verbal communication, the language in which these services will be provided;
 - h) Information relating to knowledge of whether the holiday trip or stay is, generally, suitable for people with reduced mobility and, at the traveller's request, precise information about the suitability of the holiday trip or stay relating to the traveller's needs;
- 2) The company name and geographic address of the organiser and retailer, as well as their telephone and, if and where appropriate, contact details;
- 3) The total price including taxes and, if and where appropriate, all fees, charges or other additional costs, or, if these cannot be reasonably calculated before concluding the contract, an indication of the type of additional costs that the traveller may still have to bear;
- 4) The terms of payment, including the amount or percentage of the price to be paid as a deposit and the schedule for payment of the balance, or the financial guarantees to be paid or provided by the traveller;
- 5) The minimum number of persons required for the trip or stay and the deadline mentioned in III of Article L. 211-14 prior to the beginning of the trip or stay for the possible cancellation of the contract in the event that this number is not reached;
- 6) General information about the applicable conditions for passports and visas, including the approximate timeframe for issuing visas, as well as information about the health formalities of the resort country;

- 7) An indication that the traveller may cancel the contract at any time before the beginning of the trip or stay, subject to the payment of appropriate cancellation fees or, if and where appropriate, of standard cancellation fees requested by the organiser or retailer, in accordance with I of Article L. 211-14;
- 8) Information about the compulsory or optional insurance covering the cancellation fees of the contract by the traveller or about the cost of assistance covering repatriation in case of accident, illness or death.

With regard to the packages set out in e of 2o of A of II of Article L. 211-2, the organiser or retailer and the trader to whom the data is sent shall ensure that each of them provides, before the traveller is legally bound by a contract, the information listed in this article insofar as it is relevant to the travel services that they offer.

The form whereby the information listed in this article is brought to the attention of the traveller is set by joint order of the French Minister of Tourism and Minister of Economy and Finance. This order specifies the minimum information that must be brought to the attention of the traveller if the contract is concluded by telephone. — See the Order of 1 March 2018, below.

Article R. 211-5

The information mentioned in 1o, 3o, 4o, 5o and 7o of Article R. 211-4 communicated to the traveller are part of the contract and may be amended only under the conditions set out in Article L. 211-9.

Article R. 211-6

The contract must include, in addition the information set out in Article R. 211-4, the following information:

- 1) The special requirements of the traveller that the organiser or retailer has accepted;
- 2) An indication that the organiser and retailer are liable for the proper execution of all travel services included in the contract in accordance with Article L. 211-16 and that they are required to provide assistance to the traveller if they are in difficulty, in accordance with Article L. 211-17-1;
- 3) The name of the insolvency protection entity and its details, including its geographic address;
- 4) The name, address, telephone number, email address and, if and where appropriate, the fax number of the local representative of the organiser or retailer, of a contact person or another service through which the traveller may speedily contact the organiser or retailer and communicate with them effectively, ask for assistance if the traveller is in difficulty or report any non-compliance observed during the course of the trip or stay;
- 5) An indication that the traveller is required to communicate any non-compliance that they observe during the course of the trip or stay in accordance with II of Article L. 211-16;
- 6) If minors, who are not accompanied by a parent or another authorised person, travel on the basis of a contract comprising accommodation, information allowing direct contact to be established with the minor or person responsible for the minor at the place of stay of the minor;
- 7) Information about the internal complaints handling procedures available and about the mechanisms for settling disputes amicably and, if and where appropriate, about the entity of the trader and about the platform for the online settlement of disputes provided for in Regulation (EU) No. 524/2013 of the European Parliament and of the Council;
- 8) Information about the traveller's right to transfer the contract to another traveller in accordance with Article L. 211-11.

With regard to the packages set out in e of 2o of A of II of Article L. 211-2, the trader to whom the data is sent shall inform the organiser or retailer of the concluding of the contract giving rise to the creation of a package. The trader provides it with the necessary information in order to allow it to carry out its obligations as organiser. Once the organiser or retailer is informed of the creation of a package, it provides the traveller, on a durable medium, with the information mentioned in 1o to 8o.

Article R. 211-7

The traveller may transfer its contract to a transferee who fulfils the same conditions as the traveller in order to carry out the trip or stay, as long as this contract has produced no effect.

Unless stipulated more favourably to the transferor, they are required to inform the organiser or retailer of their decision by any means allowing for acknowledgement of receipt by the organiser or retailer no later than seven days before the beginning of the trip. Under no circumstances is this transfer subject to the organiser or retailer's prior authorisation.

Article R. 211-8

If the contract expressly contains the possibility of reviewing the price, within the limits provided for in Article L. 211-12, it indicates the precise calculation procedures, both upwards and downwards, price changes, notably the amount of travel costs and any related taxes, the currency or currencies which may have an impact on the price of the trip or stay, the portion of the price to which the change applies, as well as the currency rate used as a reference when establishing the price in the contract. In case of a price reduction, the organiser or retailer has the right to deduct its actual administrative expenses from the refund owed to the traveller. At the traveller's request, the organiser or retailer must provide proof of these administrative expenses.

Article R. 211-9

If, prior to the traveller's departure, the organiser or retailer is forced to make a change to one of the essential elements of the contract, if it cannot satisfy the special requirements mentioned in 1o of Article R. 211-6, or in case of a price increase of more than 8%, it shall inform the traveller as soon as possible, in a clear, comprehensible and concise manner, on a durable medium, of:

- 1) The changes proposed and, if and where appropriate, their impact on the price of the trip or stay;
- 2) The reasonable timeframe in which the traveller must communicate their decision to the organiser or retailer;
- 3) The consequences of the traveller's failure to respond within the set timeframe;
- 4) If and where appropriate, the other service offered, as well as its price.

If contractual changes or the replacement service result in the reduced quality of the trip or stay or its cost, the traveller is entitled to a suitable price reduction.

If the contract is cancelled and the traveller does not accept any other service, the organiser or retailer shall refund all payments made by the traveller or in their name as soon as possible and, in any event, no later than fourteen days after the cancellation of the contract, without prejudice to compensation pursuant to Article L. 211-17.

Article R. 211-10

The organiser or retailer shall proceed with issuing the required refunds pursuant to II and III of Article L. 211-14 or, with respect to I of Article L. 211-14, shall refund all payments made by the traveller or in their name, minus the appropriate cancellation fees. These refunds to the traveller are made as soon as possible and, in any event, within no later than fourteen days after the cancellation of the contract.

In the case provided for in III of Article L. 211-14, the additional compensation that the traveller is liable to receive is at least equal to the penalty that they would have incurred if they had made the cancellation on this date.

Article R. 211-11

Assistance by the organiser or retailer pursuant to Article L. 211-17-1 notably consists of:

- 1) Providing relevant information about the health services, local authorities and consular assistance;
- 2) Assisting the traveller with long-distance communications and finding other travel services.

The organiser or retailer is entitled to charge a reasonable price for this assistance if this difficulty is caused intentionally by the traveller or as a result of their negligence. Under no circumstances shall the price charged exceed the actual costs borne by the organiser or retailer.

Standard information form for package travel contracts

PART B

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302.
Therefore, you will benefit from all EU rights applying to packages.
MISTERFLY will be fully responsible for the proper performance of the package as a whole.
Additionally, as required by law, MISTERFLY has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

Key rights under Directive (EU) 2015/2302 transposed into the French tourism code:

Travellers will receive all essential information about the package before concluding the package travel contract.

The organiser and retailer are liable for the proper execution of all travel services included in the contract.

Travellers are given an emergency telephone number or details of a contact point allowing them to get in touch with the organiser or the retailer.

Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.

Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.

If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.

Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.

The organiser or the retailer has to provide assistance if the traveller is in difficulty.

If the organiser or the retailer become insolvent, payments will be refunded. If the organiser or the retailer become insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. MISTERFLY has taken out insolvency protection with APST. Travellers may contact ASSOCIATION PROFESSIONNELLE DE SOLIDARITE DU TOURISME - APST, 15, avenue de Carnot 75015 Paris – France. Tél. : 01.44.09.25.35 - Fax : 01.44.09.88.00, info@apst.travel - www.apst.travel if services are denied because of MISTERFLY 's insolvency.

Website where Directive (EU) 2015/2302 as transposed into national law can be found https://www.legifrance.gouv.fr/affichCodeArticle.do?sessionId=B6B56671A51841699A8FB7B4B5EB08A2.tp1gfr21s_1?idArticle=LEGIARTI000036242695&cidTexte=LEGITEXT000006074073&categorieLien=id&dateTexte=20180701

Standard information form for contracts inclusive of a single travel service in the meaning of 2° of I Article L. 211-1 of the Tourism code excluding the services mentioned in 1° and 2° of I as well as of II of Article L. 211-7 of the same Code

PART D

If you purchase the travel service, you will benefit from the rights applied by the French Tourism Code. MISTERFLY/H-RESA will be fully responsible for the proper performance of the travel service. Additionally, as required by law, MISTERFLY/H-RESA have protection in place to refund your payments in the event that it becomes insolvent.

Key rights under the French tourism code:

Travellers will receive all essential information about the travel service before concluding the travel contract.

The service provider and retailer are liable for the proper execution of the travel service.

Travellers are given an emergency telephone number or details of a contact point allowing them to get in touch with the service provider or the retailer.

Travellers may transfer the travel service to another person, on reasonable notice and possibly subject to additional costs.

The price of the travel service may only be increased if specific costs rise, and if expressly provided for in the contract, and in any event not later than 20 days before the start of the travel. If the price increase exceeds 8 % of the price of the travel service, the traveller may terminate the contract. If the service provider reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the contract, other than the price, are changed significantly. If before the start of the service the responsible professional cancels it, travellers are entitled to a refund and compensation where appropriate.

Travellers may terminate the contract without paying any termination fee before the start of the service in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the travel.

Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.

If, after the start of the travel, its significant elements cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the travel and the service provider fails to remedy the problem.

Travellers are also entitled to a price reduction and/or compensation for damages where the travel service is not performed or is improperly performed.

The service provider or the retailer have to provide assistance if the traveller is in difficulty.

If the service provider or the retailer become insolvent, payments will be refunded.

MISTERFLY has taken out insolvency protection with APST, 15, avenue de Carnot 75015 Paris – France. Tél. : 01.44.09.25.35 - Fax : 01.44.09.88.00, info@apst.travel - www.apst.travel. H-RESA has taken out insolvency protection with APST, 15, avenue de Carnot 75015 Paris – France. Tél. : 01.44.09.25.35 - Fax : 01.44.09.88.00, info@apst.travel - www.apst.travel. Travellers may contact this entity if services are denied because of MISTERFLY 's or H-RESA's insolvency.

Website where the Tourism code can be found
<https://www.legifrance.gouv.fr/affichCode.do?cidTexte=LEGITEXT000006074073&dateTexte=20181218>