

TERMS AND CONDITIONS FOR XL.COM / XLAIRWAYS.COM WEB SITES

THESE TERMS AND CONDITIONS ARE APPLICABLE TO PRODUCTS AND/OR SERVICES AVAILABLE ON THE SITES XL.COM AND XLAIRWAYS.COM.

I. EXCERPTS FROM THE CODE DU TOURISME

The sale of flights and travel packages shall be governed by the provisions of the Code du Tourisme (French Tourism Code) and by the terms and conditions below.

Article R211-3

Subject to the exclusions provided in the third and fourth paragraphs of Article L. 211-7, any offer and sale of travel services or stays result in the delivery of appropriate documents that meet the rules defined in this section.

In the case of sale of airline tickets or tickets for transport by regular services excluding services related thereto, the seller delivers to the purchaser one or more tickets for the entire journey, issued by the carrier or under its responsibility. In the case of transport being provided on request, the name and address of the carrier on whose account the tickets have been issued must be mentioned.

The separate invoicing of the various elements making up a package does not release the seller from any obligations placed upon it by the regulatory provisions of this section.

Article R211-3-1

The exchange of pre-contractual information or the provision of contractual conditions is made in writing. It can be done electronically under the conditions of validity and exercise expressed in sections 1369-1 to 1369-11 of the French Civil Code. Mentioning the name or business name and address of the seller and the indication of its official right to exercise its business activity as described under section L. 141-3 or, where applicable, the name, address and registration particulars of the federation or union mentioned in the second paragraph of Article R. 211-2.

Article R211-4

Prior to contractual agreement, the seller must provide the consumer with information on rates, dates and other components of the services provided during the journey or holiday, such as:

- 1- Destination, means, characteristics and categories of transport involved,
- 2- Type of accommodation, its location, grade and major characteristics, official approval and tourist category corresponding to the regulations and customs in place in the host country,
- 3- Meals provided,
- 4- Description of the itinerary if a tour,
- 5- Administrative and health formalities to be undertaken by nationals or by nationals of another member state of the European Union or of a state party to the European Economic Area Agreement particularly in the case of border crossings together with the deadlines by which such formalities must be completed,
- 6- Visits, excursions and other services included in the package or available at an extra cost,
- 7- Minimum or maximum size of the group for the journey or stay and, if the journey or stay is subject to a minimum number of participants, the deadline by which the consumer must be informed should the journey or stay be cancelled; this date may not be set at less than 21 days before the scheduled departure date,
- 8- Amount or percentage of the rate to be settled as a deposit on signing the contract and payment schedule for the balance;
- 9- Terms of price revision as provided by the contract pursuant to Article R. 211-8,
- 10- Contractual terms of cancellation,
- 11- Terms of cancellation as defined in Articles R. 211-9, R. 211-10 and R. 211-11,
- 12- Information regarding optional subscriptions to an insurance policy covering the consequences of certain cancellation instances or assistance contract covering certain specific risks, including costs of repatriation in case of accident or illness,
- 13- When the contract includes air transportation, information regarding each flight segment, as indicated in Articles R. 211-15 to R. 211-18.

Article R211-5

Any prior information given to the consumer binds the seller, unless the said information states that the seller expressly reserves the right to modify certain elements therein. In this case, the seller must clearly indicate to what extent these changes may occur and regarding which elements. In all cases, changes to the preceding information must be communicated to the consumer before the contract is signed.

Article R211-6

The contract between the seller and the buyer must be in writing, in duplicate, one of which is given to the purchaser, and signed by both parties. Whereby contracts are concluded electronically, sections 1369-1 to 1369-11 of the French Civil Code are applicable. The contract must contain the following clauses:

- 1- Name and address of seller, its guarantor and insurer and the name and address of the organizer,
- 2- Trip's destination(s) and in case of a holiday covering several stages, the various periods and dates involved,
- 3- Means, nature and categories of transport involved together with the times and locations of departure and return,
- 4- Type of accommodation, its location, its level of comfort and its main features and tourist classification under the rules or customs of the host country,
- 5- Meals provided;
- 6- Itinerary if a tour;
- 7- Visits, excursions or other services included in the total price of the trip or package,
- 8- Total cost of services billed and indication of any possible revision of this bill under the provisions of Article R. 211-8,
- 9- Indication, if applicable, of any duties or taxes for certain services such as landing, boarding, or disembarking in ports and airports, when these taxes are not included in the price of the service(s) provided,
- 10- Deadlines and rules for payment; the last payment made by the purchaser cannot be less than 30% of the price of journey or package and must be settled when the required documentation for the journey or package are handed over to the purchaser,
- 11- Special conditions requested by the purchaser and accepted by the seller,
- 12- Conditions under which the purchaser can make a claim towards the seller for non-execution or inadequate execution of the contract, this claim must be sent as soon as possible via any means whereby acknowledgement of receipt is obtained to the seller, and if necessary, notify in writing the travel organizer and service provider concerned,
- 13- Deadline by which the seller must inform the purchaser in case of cancellation of the journey or package if the journey or stay is subject to a minimum number of participants, in accordance with the provisions of Item 7 of Article R. 211-4;
- 14- Contractual terms of cancellation;
- 15- Terms of cancellation as defined by articles R. 211-9, R. 211-10, and R. 211-11,
- 16- Information concerning the risks covered and the amount of coverage underwritten in the insurance policy covering the consequences of the professional civil liability of the seller,
- 17- Information concerning the purchaser's insurance policy covering the consequences of certain cases of cancellation (policy number and name of insurance company) and assistance contract covering certain specific risks, including repatriation costs in case of accident or illness, in which case the seller must give the purchaser a document specifying at least the risks covered and the risks excluded,
- 18- Deadline by which the purchaser must inform the buyer in case of a transfer of contract,
- 19- Commitment to provide the buyer at least ten days before the scheduled date of departure, the following information:
 - a) The name, address and telephone number of the seller's local representative or, failing this, the names, addresses and telephone numbers of local agencies that may assist the consumer in case of difficulty or, failing this, the phone number to establish contact with the seller in case of an emergency,
 - b) For travel and accommodation of minors abroad; a phone number and address whereby direct contact can be made with the child or the person in charge during his/her stay,
- 20 - Termination clause and refund of the monies paid by the buyer in case of non-compliance with the notice requirement as defined by Item 13 of Article R. 211-4,
- 21- Commitment to provide the purchaser in due course before the trip or stay, the times of departure and arrival.

Article R211-7

The purchaser may transfer the contract to a transferee who meets the same conditions as the purchaser for the trip or package, as long as the contract has not yet taken effect.

Unless otherwise more favorable to the transferor, the transferor shall inform the seller of his/her decision by any means whereby a receipt is obtained at least seven days before the trip begins. In the case of a cruise, this period is increased to fifteen days. This transfer is in no way subject to the prior authorization of the seller.

Article R211-8

When the contract includes an express right to revise prices, within the limits laid down in Article L. 211-12, it must indicate the precise means of calculation for both rises and reductions, in particular including the amount of transportation costs and related taxes, the currency or currencies that may affect the price of travel or stay, the portion of the price to which the variation applies, and the currency rate(s) used as a reference when establishing the price stated in the contract.

Article R211-9

When, before the purchaser's departure, the seller is forced to make a change to one of the essential terms such as a significant price increase and when it disregards the obligation of information referred to in Item 13 of Article R. 211-4, the purchaser may, without prejudice to recourse in redress of possibly incurred damages, and after having been informed by the seller by any means enabling the obtaining of a receipt:

- either both cancel the contract and obtain immediate reimbursement of all sums paid without penalty,
- or accept the modification or substitution travel proposed by the seller; an addendum specifying the changes made is then signed by both parties. Any decrease in price is deducted from any amounts still owed by the buyer and if the payment already made by the latter exceeds the price of the modified services offered, the excess must be refunded before the date of departure.

Article R211-10

In the case provided for in Article L. 211-14, when, before the departure of the purchaser, the seller cancels the journey or stay, he must inform the buyer by any means to obtain a receipt. Without prejudice to recourse for damages possibly incurred, the buyer obtains from the seller immediate reimbursement of monies paid without penalty, the buyer receives. In this case, the purchaser receives an indemnity at least equal to the penalty he/she would have paid if the cancellation was a result of his/her request by that date.

The provisions of this article shall in no way prevent the signing of an amicable agreement that focuses on the acceptance by the buyer of a substitution journey or stay offered by the seller.

Article R211-11

When, after the departure of the purchaser, the seller is unable to provide a sizeable part of services scheduled in the contract, representing a significant percentage of the price paid by the purchaser, the seller must immediately take the following measures without prejudice to recourse in redress of possibly incurred damages:

- either offer services in lieu, possibly bearing any additional charge and, if the services accepted by the buyer are of inferior quality, the seller must reimburse the price difference upon the buyer's return,
- or, if unable to offer any alternative service or if they are refused by the buyer for valid reasons, provide the buyer travel tickets, at no extra cost to ensure his/her return in conditions which may be considered equivalent, to the place of departure or to another location agreed to by both parties.

The provisions of this Article shall apply in case of non-compliance with the obligation under the provisions of Item 13 of Article R. 211-4.

I.	EXCERPTS FROM THE CODE DU TOURISME	1
II.	SCOPE	5
III.	DEFINITIONS	5
IV.	PURCHASE OF A TRAVEL PACKAGE	6
1.	Overview of the Offer	6
2.	Booking	6
3.	Rates	7
4.	Travel Package Conditions	8
5.	Documentation Requirements	11
6.	Insurance.....	12
7.	Travel Package Cancellation or Modification	12
8.	Transfer of Travel Package.....	13
9.	After Sales	13
10.	Seller's Guarantees and Exclusions.....	14
V.	AIR ONLY PURCHASES	14
1.	Airline	14
2.	Flight Purchases and Fares.....	14
3.	Changes and Cancellations on XL Airways France Flights.....	14
4.	Seller's Guarantees and Exclusions.....	17
VI.	ACCOMODATION, SKI SERVICES AND CAR RENTAL.....	17
1.	Hotel Reservations Outside of a Package	17
2.	Ski Reservations	18
3.	Car Rental Reservations	18
VII.	TERMS APPLICABLE TO ALL PRODUCTS AND SERVICES	18
1.	Air Transportation: Overview	18
2.	Claims.....	20
3.	Force Majeure.....	21
4.	Payment Security and the Fight Against Payment Fraud	21
5.	Data Privacy	21
6.	Legal Provisions.....	23

II. SCOPE

In order to take advantage of the services provided by the company Crystal T.O. S.A offered on the website www.xl.com and www.xlairways.com, we invite you to read these terms and conditions.

Terms and Conditions of Sale No. 110511 defined hereinafter as "Terms and Conditions" apply to services which target and are proposed to consumers or other non-professionals. They do not apply to business conducted with industry professionals.

The booking of services is reserved to the Buyer having considered the Terms and Conditions in their entirety, prior to purchase, and having agreed to them in every respect. When purchase is completed, you enter into contract with Crystal T.O. S.A.

Therefore, booking provides your full agreement to the Seller's terms and conditions and your acceptance of all provisions at the time of reservation. These Terms and Conditions are an integral part of the sales contract.

These Terms and Conditions may have been issued in various languages. In case of conflict between the Terms and Conditions written in French and any courtesy translation, the French version shall prevail in all circumstances.

These Terms and Conditions are effective as of May, 11th, 2011 and govern all new bookings. This edition supersedes and replaces the previous one.

We recommend you download and/or print them and keep a copy. It is also advisable to read the Terms of this site at each visit.

These Terms and Conditions apply relative to the products purchased, as follows:

- When you purchase a package, the specific provisions on the sale of travel packages (Section IV) apply as well as the general provisions of Section VII.
- When you purchase a flight, the specific provisions on air only purchases (Section V) apply as well as the general provisions of Section VII.
- When you purchase through us hotel accommodations not included in a package, ski services, or rent a car, the specific provisions of Section VI (VI. Accommodation, Ski Services and Car Rental) apply.

In accordance with Article L211-9 of the Code du Tourisme, the Seller may modify some elements outlined as preliminary information within the terms specified below.

III. DEFINITIONS

- a. The term "Seller" refers to Crystal T.O., S.A.
 Headquarters: 5 rue de Conflans, 94220 Charenton le Pont, FRANCE
 Business entity type: Société Anonyme with capital of €150,000
 Company Trade Registration No. in Creteil: B 449 796 382
 APE Code: 748K
 Travel agency license No.: LI 094 07 0003
 Financial Guarantee: FORTIS BANK 29-30 quai de Dion Bouton, 92800 Puteaux, FRANCE. Amount of the guarantee €548,784
 Civil Liability Insurance: GAN 4 / 6 Avenue d'Alsace, 92033 La Défense Cedex, FRANCE. Contract No. 86359339, covering physical injury and intangible damage up to €7,500,000 per year.
 CNIL Authorization No.: 1354461
 Brand : XL.com
- b. The term "Buyer" refers to anyone who books, orders and/or purchases a service offered by the Seller, such as an airline ticket, accommodation services, car rental, tour packages or any other service.
- c. The term "Description" refers to the statement of services included in the travel or stay as offered on the Website. The Description covers the content of the services offered as far as the method of transport and accommodation, the price and payment terms,

cancellation policy and terms of crossing borders and the name of the Organizer. The Description is for informational purposes and may be changed at any time by the Seller prior to closing the sale.

- d. The term "Customer" indicates a beneficiary of services provided under the contract of sale. It may be the Buyer.
- e. The term "Organizer" denotes the tour organizer stated in the description. Unless otherwise stated, the Seller has the quality of Organizer.
- f. The term "Day" means calendar days unless otherwise noted.
- g. The term "Flights" includes charter flights referred to as "special" and regularly scheduled flights.
- h. The term "Travel Package "or "Package" means the sale at an inclusive price of a service exceeding 24 hours or including overnight accommodation and combining at least a transportation service, accommodation or other tourist services not ancillary to transport or accommodation and representing a significant proportion of the total price.
- i. The term "air operating carrier" represents the air carrier providing transportation regardless of whether it has entered into a contract directly with the passenger.
- j. The term "Contractual Air Carrier" means the Carrier with whom the contract of carriage has been concluded.
- k. The term "Website" mean either www.xl.com or www.xlairways.com or both sites collectively.

IV. PURCHASE OF A TRAVEL PACKAGE

1. Overview of the Offer

- a. The offer consists of the Description.

b. Pictures and Images

Some pictures on the Website (not the Description) may show places that are not nearby the hotels or part of the tour's itinerary. These images are representative of the countries being visited and therefore do not constitute a contract.

In the Description, photographs or images provide an overview of the service. Their purpose is to indicate the category or level of luxury of the services.

2. Booking

a. Booking Fee

A booking fee will be applied to all bookings made through our Websites or by phone.

The reservation fee shall be forfeited to the Seller in the event of cancellation (unless the Seller has issued the cancellation) or payment default.

b. The Order

1) The Descriptions available on the Websites constitute purchasable travel offers. These Descriptions are valid as long as they remain online until all available seats are sold. Offers may vary in real time. Some of these trips, packages or tickets may sell in a relatively short time.

2) The Buyer must notify the Seller of any special requirements prior to booking. Special requests can be taken into account only upon acceptance by the Seller. The Buyer must inform the Seller in writing as soon as possible concerning any details likely to affect the course of the trip. It is recommended that the Buyer email the Reservations Department before placing an online order to ensure the feasibility of the special request and the agreement of the Seller. When the specific request is made after the sale, the Seller is under no obligation to accept the particular request.

3) Except for airline tickets and subject to the approval of the airline to be obtained as indicated in paragraph IV.2.b.2) above,

registration of unaccompanied minors is not authorized for travel packages. In case a booking of a trip or package takes place for an unaccompanied minor, the Seller and contractors shall not be liable for not delivering the services.

c. Acceptance of Offer

1) Order and Quote

Buyer details the request. An online quote is then provided by the Seller. The Buyer fills out all required fields for traveling and to complete the online payment including bank details which are securely stored. The electronic contract between the Buyer and the Seller is then concluded contingent upon Seller's receipt of payment.

The last click of the payment confirmation is possible only if the Buyer confirms having read and accepted the Terms and Conditions by ticking the appropriate box.

Pursuant to Article L.121-20-4 of the Code de la Consommation (French Consumer Statutes), no right of withdrawal is possible for travel services or tickets purchased on Websites.

2) After confirming the validity of your payment via the secure payment portal, a confirmation will be sent to the email address entered during your purchase.

Should the payment not go through, a notification email will be sent to you and your purchase will not be completed. You will need to initiate a new reservation request.

In the case of a transmission error by the customer regarding their personal or banking details, the Seller assumes no liability for non-performance of the travel.

d. Payment Method

1) Seller accepts payment using bank cards issued in France (Carte Bleue, Visa, Eurocard/MasterCard), Belgium, Luxembourg, Italy, Switzerland, United States, Canada, Germany and Spain only.

Please note American Express cards are not accepted.

2) Debt is not considered settled in the case of a bank card payment until payment authorization is received from the card issuer and in the case of a bank transfer until our bank confirms the funds have been credited. The contract is finalized when the monies owed the Seller are received by the Seller's bank pursuant to the terms of payment.

Otherwise, and except in cases of force majeure or provisions set by law, the Contract shall be deemed not entered into.

3) The offers are payable in cash in full or according to the payment schedule agreed upon at the time of booking.

For any booking taking place less than 30 Days prior to departure, full payment is required.

In the event of installment payments, by communicating your credit card or bank account information to us you agree to allow us to use those same payment details for the settlement of any other dues as detailed in the order confirmation.

4) Prior to receipt of full payment, the Seller is under no obligation to issue any ticket, pass or voucher. However, the Buyer remains in all cases responsible for paying all amounts agreed for the goods or services ordered.

3. Rates

The price of each Description is per person based on double occupancy, including taxes and quoted in Euros, hereinafter referred to as the "Initial Price". It includes all Services described herein. VAT is always included.

All price, fare, tax and fee amounts are stated and charged in Euros. Approximate current equivalent amounts in other currency are displayed for convenience only. Currency exchange rates fluctuate daily and the precise rate for the purchase will depend on the date the transaction is processed and on the exchange rate used by the Buyer credit card company. If you use a credit card issued by a foreign company, it may impose also an additional charge for transactions in Euros.

b. Rates subject to special rules, such as individual room supplements and children's discounts are provided for information purposes only. If a change should affect the amount of these charges, we will inform you prior to confirming your order.

c. Except when stated otherwise in the Description, full payment of travel is due at the time of quote acceptance. When payments are made in installments, they are treated as a deposit (*acompte*).

Only services explicitly mentioned in the Description are part of the Contract.

Unless otherwise stated in the Description, the price does not include:

- all service prior to registration upon departure or after return upon arrival to the airport,
- personal expenses (tips, telephone communications, security deposits, etc.),
- vaccination(s), visa(s),
- insurances,
- optional excursions and generally any service not specifically included in the Description,
- excess baggage fees,
- drinks during meals (including bottled water when the provider does not have potable tap water),
- airport taxes and any government taxes not in place at booking date.

In addition to airport and/or local taxes included in the Initial Price, additional local taxes may be imposed by local authorities in some countries, please refer to the Description. These are in addition to the Initial Price and shall be borne by the Buyer on the spot in local currency or sometimes in U.S. dollars.

d. In accordance with Article L211-12 of the Code du Tourisme, after the conclusion of the sale, the Initial Price may be revised upward or downward to account for differences between the booking date and the departure date. These differences are related to:

- 1) transportation costs, particularly fuel costs,
- 2) fees and charges for services offered, such as taxes for landing, boarding, or disembarking in ports and airports,
- 3) exchange rates applied to travel or package in question.

Adjustments will occur by passing on the additional cost imposed on the Seller. Adjustments occur regardless of whether the invoice has been paid partially or in full. Increases to the Initial Price may occur up to 30 Days before departure.

Increases:

The Seller warns the Buyer of an increase in the Initial Price via recorded delivery mail. The Buyer shall have five (5) calendar Days from the date of receipt of the registered letter to cancel the contract without penalty and with immediate full refund. The Buyer shall notify the Seller via recorded delivery mail to request cancellation.

Otherwise, the Purchaser shall pay increases in accordance with the Terms for the amount stipulated by the letter of the Seller. Failure to pay the increase authorizes the Seller to invoke the exception for nonperformance and the contract will be automatically terminated. The Purchaser shall be held responsible for cancellation charges.

Reductions:

The amounts overpaid will be refunded prior to departure date.

Prices will not be adjusted either upward or downward within 30 days of departure.

Package rates for travel and accommodation vary depending on the particular period the travel takes place in, the number of participants, or the airline. Prices are based on rates negotiated by the Seller with its suppliers. Except as provided in Article IV.3.d above, no discount can be made after the sale is finalized including any promotional rates which may occur after the contract is concluded.

e. Our trips are considered to be finished products and should be purchased as such by judging whether the price charged is in accordance to your means. Upon return, except as provided in the Terms and Conditions, disputes will not be allowed.

f. The Buyer acknowledges having read the Terms and Conditions and verifying the quote before placing the order.

4. Travel Package Conditions

a. Air Transport as Part of a Package

In order to provide travel services, the Seller uses different carriers which preserve their own responsibilities with regard to the travelers.

Air transportation is governed by international conventions and both the Contract of Carriage as well as the Conditions of Carriage of each airline.

Conditions of Carriage and the conditions of the Contract of Carriage of the airline are an integral part of these Terms. You should refer to these in preparing your trip and before finalizing the contract with the Seller. French airline XL Airways France Conditions of Carriage are available at the following link:

<http://www.xlairways.fr/informationsjuridiques.cfm>

For other companies, you should refer to the corporate website of the airline indicated on the product description (e.g. Air Méditerranée, Transavia, Tunis Air, Easy Jet, Nouvel Air, Karthago, etc.)

1) Airports served

When a city has several airports, the airport name mentioned on the notice/travel document (*convocation*) or ticket may be subject to last minute changes at the initiative of the carrier at no cost to the Buyer.

However, the costs resulting from a change of airport due to an unpredictable and insurmountable change by a third party, force majeure, or customer negligence will not be assumed by the Seller.

2) Stopovers

Some flights may require a stopover not specified in the original itinerary at the time of booking, passengers will be informed as soon as our services receive this information, which may be as late as on the day of the flight.

Flights can be direct (with or without stops) or contain one or more stops with a change of aircraft, of which you are informed in the Description. However, unscheduled stops may occur in transit for reasons beyond the service providers' control.

3) Timetables, Routes and Connections

Schedules, type of aircraft, departure and arrival airports (provided these are part of the same urban area, example: Paris Airport means either the Orly or Roissy Charles de Gaulle Airport) are provided for information purposes. They will be specified in your notice or travel book sent prior to your departure.

Schedules will be confirmed between 5 Days and the Day prior to departure. The first and last day being reserved for transportation, the Seller may, upon informing the buyer 48 hours in advance, group its customers on other flights provided the transportation takes place on the same date.

You must be at the airport at the time shown on your voucher or travel document and prior to final registration time. Beyond this time you lose your right to travel.

Within the provisions of these Terms, the airline's Contract of Carriage, and applicable law, all information is subject to change without notice, even during the course of the journey.

4) Airline

The identity of the carrier is provided as a list (which may not be longer than three names) to the best of our knowledge at the time of purchase.

For phone purchases, the Buyer who wishes to be informed in writing of the identity of the carrier must make the request at that time.

Flights arriving at or departing from Italy (Palermo, Catania, and Forli) are operated by XL Airways France or the Italian airline Wind Jet as part of a codeshare.

After the conclusion of the contract, the identity of air carrier may be subject to change. You will be notified of any airline change as soon as possible by all appropriate means and at the latest at the check-in terminal.

The information above is preliminary information relating to air transport to be provided under the provisions of the Code de Tourisme R211-6-14th. If the prior information was not communicated to the Buyer, he/she may request cancellation of the contract of sale and full refund of monies paid without penalty. However, the passenger cannot invoke the aforementioned clause once services are provided.

The operating air carrier may change without liability to Seller or the airline until boarding time.

b. Accommodation and Stay

1) Conditions of the Offer

Travel duration is provided in number of days and nights as specified in the Description. This includes the day of departure (from the check-in time at the airport) and the day of arrival regardless of schedule, travel time and number of nights actually spent at the destination. It is customary in hotels internationally to take possession of the room after 2:00 PM and to check-out before noon regardless of the return flight's time. Under no circumstances will we be able to waive that rule. Any room taken before 2:00 PM or returned after noon check-out time is considered an additional night.

Rates are calculated based on number of nights and not of days. In cases when the service includes travel on the first and last day, these are reserved for transport.

Please note that carriers' schedules and/or room availability when staying at hotels abroad may lead to one or more days (mostly the first or last day) being shortened by a late arrival and/or an early departure.

2) Hotel Category

The number of stars awarded to the hotel establishment listed in the description corresponds to a classification with reference to local norms of the host country and may differ from the French and European standards. The Seller aims to inform you as accurately as possible on the conditions of accommodations. The assessments contained in the descriptions come from our knowledge of the establishments as well as customer reviews submitted to us.

In case of force majeure, due to a third party, or if the Seller reasonably believes the hotel does not correspond to what was stipulated in the Description, the Seller will replace the hotel expected with an establishment in the same category offering equivalent services. During extraordinary circumstances such as these, we undertake to notify you as soon as possible in accordance with the provisions of Article IV.7.b.2) of these Terms and Conditions.

3) Modification of Hotels, Tours, Auto Tours, and Relocation

Due to unforeseen circumstances a service provider may be forced to change hotels or boats offered. As soon as possible, the customer will be notified and the Seller's suppliers will provide a service in the same category as originally planned.

Tours and auto tours can change course in some countries while respecting site visits and the itinerary planned. Moreover, because of hazards that can happen in travel, especially abroad, participants are cautioned that what is described is the rule, but they can see and be subject to exceptions for which we apologize in advance. Civil and religious holidays, strikes, and demonstrations in the countries visited are likely to cause changes in visits and excursions.

4) Activities and Performance

Although all the activities mentioned in the descriptions have been confirmed by our suppliers and we have accordingly published them in good faith, it may occur for reasons beyond our control and owing to particular service providers, that these and other such activities and services are suspended or cancelled without prior notice to us.

5) Room Types

Individual rooms or cabins are furnished with a bed for one person. Available in limited numbers, they are often subject to supplemental charges. Double rooms are provided with either two beds or, very rarely, with a double bed. Triple and quadruple rooms are often standard double rooms equipped with extra beds. On river boat cruises, cabins offer less space than a hotel room.

6) Meals

The number of meals depends on the number of hotel nights booked.

Full board begins with dinner the first night and ends with breakfast after the last night. The other days, it includes breakfast, lunch and dinner.

Half board begins with dinner the first night and ends with breakfast after the last night. The other days, it includes breakfast and either lunch or dinner according to the Description.

Drinks are not included, except as noted in the description. Warning: depending on the country, providers do not always have potable tap water - cost for purchasing bottled drinking water is borne by you.

All drinks not included in the travel package are to be paid locally.

7) Activities Proposed During Your Stay

Some activities may pose serious risks to participants especially when these are young children. The Seller will not be liable for an incident or accident caused by the active participation in these activities or due to the participants' carelessness.

It may occur that certain activities listed in the Description are cancelled by our local service provider for reasons such as weather, force majeure, off-season travel, or when the minimum number of participants required for the activity is not reached (e.g. team sports, kids club).

Some activities are subject to additional documentation (driver's license, diving certificate, medical certificate, etc.). Please refer to the Description. It is the Buyer's responsibility to submit these documents on site, otherwise, activity non-performance will be the Buyer's liability and the Seller must be held blameless.

Tours

Tour departures are only guaranteed when the minimum number of participants, which varies according to destination, is met. Refer to the Description. In the interest of transparency and our customers' satisfaction, you will be notified of the travel cancellation at least 21 days before the scheduled departure date if the journey does not meet the minimum number of participants required, refer to Article IV.7.b.1) of the Terms and Conditions.

For each itinerary: visits and excursions mentioned in the program may be modified or switched in order, depending on local circumstances and turnarounds. Hotels and restaurants are listed as a guide and may be replaced by others of the same category.

c. Living Standards and Service Standards

Patterns, living standards, conditions and service levels of the countries presented may be different or inferior to those to which the customer is accustomed. The Seller hereby informs customers that the quality standard for coaches is often below the European standard. The economic and health situations of some countries or regions may also significantly affect the quality of services (e.g. insects in buildings, water shortages and/or electricity supply problem, quality of meals, etc.), the client acknowledges and accepts the consequences and potential disadvantages. The period for making a trip is solely the customer's choice and responsibility. The customer must be sure the destination's conditions (social, economic and political, holiday period, events, etc.) suit him/her. To do this, you may refer to the following site: http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs_909/index.html

d. Infants

We encourage parents of young children to take along with them suitable food for their child, which may not always be available at the chosen destination. A supplemental charge may be required locally in order to, for example, heat the dishes or bottles or for the installation of a cot/crib.

5. Documentation Requirements

Country regulations are subject to change at any time without notice. The sites www.diplomatie.gouv.fr and www.action-visa.com provide updated information.

The following information is provided as a guide:

A valid passport is required for French nationals entering foreign destinations outside the European Union. Some countries require that the validity of the passport extends beyond six months after the date of return, as well as a valid visa. Generally, proof of return date will also be required.

We encourage you to check the applicable requirements for minors.

Regardless of nationality or particular case, we remind passengers it is their responsibility to obtain all documentation necessary for travel and any special authorizations that would be required by the law in force in the countries of departure, destination, or transit. It is your responsibility to check with the consulates and embassies concerned, they are the only entities able to provide accurate information or visit:

www.action-visas.com

www.diplomatie.gouv.fr

If you need more information regarding travel packages, please contact our Call Center before your purchase.

The completion of these requirements and the related expenses remain solely your responsibility.

Except when at fault, the Seller shall in no event be liable nor be held responsible for penalties and fines imposed on the participants subsequent to the breach of health, administrative and customary, and/or customs regulations in France or in the destination country, and the resulting consequences. Nor shall tickets be refunded when the client cannot board for failure to present appropriate identification, health documents required for travel, or has expired documents.

6. Insurance

The Seller has taken out an insurance policy with GAN, amounting to € 7,500,000 per annum covering the consequences of professional civil liability including physical injury, and material and intangible damage.

The concept of civil liability (accident, fire, theft, etc.) varies according to the laws of the countries concerned. It is advisable for travelers to protect themselves individually through supplemental insurance to those purchased through us, as well as purchase an assistance contract covering certain specific risks, including on-site support and costs of repatriation in case of accident or illness.

7. Travel Package Cancellation or Modification

a. At Customer's Request

1) Except in case of force majeure, cancellation of your trip regardless of reason does not exempt you from paying the full amount owed the Vendor. A cancellation entails costs to our suppliers (airlines, tour operators, hoteliers, etc.) for which you will be billed for according to the rates below. Therefore we advise the purchase of cancellation insurance (optional cancellation or casualty) knowing that you may still be responsible for paying a deductible.

2) Cancellations or modifications must be made in writing (email info@xl.com, fax, mail) once you are certain you need to cancel or modify your trip. Cancellations are final and may not be reversed.

3) Conditions for cancellation/modification:

- » More than 30 days before departure date: 77 euros per person
- » Between 30 and 21 days before departure date: 40% of package price
- » Between 20 and 15 days before departure date: 60% of package price
- » Between 14 and 8 days before departure date: 75% of package price
- » Within 7 days of departure date 100% of package price

4) Any journey interrupted or shortened, any unused airline seat, and any services not consumed at the client's request will not be entitled to any refund. If the customer has purchased optional insurance coverage including travel interruption, he/she must comply with the terms of cancellation contained in the specific terms and conditions of said insurance contract.

5) In case of no-show at the start, we reserve the right to cancel the other services including the return ticket. Our Customer Service Department must be notified within 48 hours of the scheduled departure time in order to receive the remaining portions of the travel or package purchased [info@xl.com]. Postponing departure by taking another flight, any airport transfer, and/or any accommodation will entail pre-payment of these resulting additional services.

b. At Seller's Request

1) Cancellation

If the Seller is forced to cancel the customer will be informed via recorded delivery mail. The Vendor may, in this case, propose a substitute travel or package which the Buyer is free to accept.

In case of refusal, all monies paid will be refunded immediately (excluding insurance or assistance costs). Except in cases of force majeure, the client may claim an indemnity equal to the penalty he/she would have paid if the cancellation was at his/her request, without prejudice to recourse in redress of possibly incurred damages.

The Descriptions may include a minimum number of participants below which the service provider reserves the right not to perform the service. In this case, the Seller notifies the Buyer by any means, no later than 21 days before departure. The Purchaser is then immediately refunded all monies paid (excluding booking fees and insurance or assistance costs). The Customer may not claim

damages. In some cases the services may still be benefited from despite the lack of participants at an additional cost that will be requested from the Buyer, the latter being free to accept or decline.

2) Modification

i. Because of the hazards inherent in travel, particularly abroad, participants are cautioned that what is being described is the rule, but they can see and be subject to exceptions.

If essential elements must be changed prior to departure, the Buyer will be notified by recorded deliver mail of the following options:

- cancel his/her trip without penalty and be immediately refunded all monies paid, or,
- subscribe to a new deal.

ii. When, during the course of the travel, one of the Seller's service providers is unable to provide a sizeable part of services scheduled in the contract, representing a significant percentage of the price paid, the Seller will either:

- offer services in lieu at no extra cost,
- offer lesser services which, if accepted by the Purchaser, will result in a refund by the Seller of the price difference,
- or, if the Seller cannot provide any services in lieu of or these are unacceptable to client for a valid reason, the Seller shall provide the Buyer return tickets to the place of departure or to another location agreed to by both parties, at no additional charge.

8. Transfer of Travel Package

The Customer may transfer their contract (excluding insurance or assistance contracts) to a third party, provided they notify the Seller in writing at least 7 days before the trip (15 days for a cruise) stating specifically the names and addresses of the assignees or participants, demonstrating they meet the same conditions as him/her for the trip or stay (same accommodation requirements, board, travel packages, same number of passengers in particular and in the case of children these must be within the same age range).

Any transfer involves the following charges:

- » More than 30 days before departure date: 60 euros per assignee
- » Between 30 and 21 days before departure date: 80 euros per assignee
- » Between 20 and 8 days before departure date: 100 euros per assignee
- » Between 7 and the departure date : 100% of package price per assignee

The transferor and transferee are jointly responsible for the payment of any balance due as well as additional costs arising from said transfer.

In cases where our costs are higher than the aforementioned amounts (such as a non-modifiable flight reservation or other) we will be due exactly the amount shown in the supporting documents. Supplementary insurances are NOT refundable or transferable.

9. After Sales

a) Claims

Any claim for breach or unsuitable performance of travel contract must be reported to the on-site service provider, detailing your grievance as quickly as possible so that the service provider is able to take the necessary corrective actions where appropriate and thus reduce potential damage.

Any complaint regarding air transport must be conducted in accordance with the provisions of Article VII.2.a "Claims Regarding Air Transport."

b) Loss or Theft

Thefts are common in some countries - guard your belongings carefully at all times. The Seller is not liable for any theft or loss of your property. We recommend that you use a safe when available and refer to the security measures recommended by the Ministry of Foreign Affairs at:

http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs_909/index.html.

As this may be required for by your insurance, we recommend that you establish a theft report with local authorities.

10. Seller's Guarantees and Exclusions

To the greatest extent permitted by the applicable law, services providers' responsibility including that of the Seller, airlines, and/or hotels, may not exceed the amount of direct damages proved and they are in no way responsible for consequential damages or any form of non-compensatory damage.

Seller's liability is limited to the services included in the Description and excludes any services purchased locally.

In case of non-execution or inadequate performance of any element within the Package, the Seller's is not liable if such failure or improper performance is attributable to the Buyer or the Customer (such as, but not limited thereto, arriving after the registration deadline, non-compliance with formalities), a case of force majeure (such a, but not limited thereto, war, riots, earthquakes) or due to the unforeseeable and overwhelming act of a third party not bound by the contract.

Seller's liability and that of its suppliers may be limited by international conventions or local laws applicable to the service in question. If the Seller's liability is engaged due to negligence by the local service provider, it could be limited under the same conditions as those applicable to the provider.

V. AIR ONLY PURCHASES

Pursuant to Article L.121-20-4 of the Code de la Consommation (French Consumer Statutes), no right of withdrawal is possible for travel services or tickets purchased on our Websites.

1. Airline

The Seller shall notify the Buyer of the identity of the contractual air carrier or the air operating carrier at the time of purchase.

The air operating carrier may change without liability to Seller or the Airline until boarding time.

2. Flight Purchases and Fares

Tickets must be used in sequence (flight coupon one to be used before flight coupon two), this order determines the fare. In case of non-compliance with the sequential order of the coupons, a readjustment of the rate may be made at the Customer's charge. Otherwise, boarding may be refused.

a. Prices include VAT and airport and other related taxes as they are known at the date of purchase. These are subject change at any time without notice. Some, such exit taxes, are not included and are payable at the destination, in local currency or U.S. dollars.

b. Some countries may require that ground services (including hotel accommodation) be associated with a non-scheduled flight of which you must provide proof of at your destination. In case of no-show, you may be denied boarding on departure or on arrival, the return fare will be your responsibility.

Some countries require that your flights have the same status on both the outbound and return portions (e.g. you cannot combine an outbound charter flight with a regularly scheduled one to return). Contact the airline for more information.

c. Airline ticket sales are final and changes are not possible. If you need to change or cancel your flight, the fare is still due in its entirety unless the airline in question offers specific exemptions. For this reason, we recommend that you purchase travel insurance.

Some exceptions applicable to XL Airways France are detailed in Article V.3 "Changes and Cancellations on XL Airways France Flights." The booking fee and/or insurance premiums are not refundable.

3. Changes and Cancellations on XL Airways France Flights

The provisions of Article V.3 apply only in the context of tickets purchased for flights with XL Airways France. (Transport combinations with a trip or stay under the Code du Tourisme are governed by Article IV.7 "Travel Package Cancellation or Modification").

Depending on the type (round trip or one way) and the price of tickets purchased, they may be changeable or refundable.

a. For medium-haul flights (Corsica, Italy, Spain, Czech Republic)

Destination	Ticket Type	Fare (total fare excluding taxes, fuel surcharges, and service fees)	Refund & Exchange
Corsica	Round-trip	Up to €140	Not exchangeable or Refundable
		€141 to €320	Non-refundable, Exchangeable (Only prior to departure: €100 penalty)
		From €321	Exchangeable and Refundable
	One-way	Up to €70	Not exchangeable or Refundable
		€71 to €160	Non-refundable, Exchangeable (Only prior to departure: €50 penalty)
		From €161	Exchangeable and Refundable
Italy Spain Czech Republic	Round-trip	Up to €240	Not exchangeable or Refundable
		€241 to €600	Non-refundable, Exchangeable (Only prior to departure: €100 penalty)
		From €601	Exchangeable and Refundable
	One-way	Up to €120	Not exchangeable or Refundable
		€121 to €300	Non-refundable, Exchangeable (Only prior to departure: €50 penalty)
		From €301	Exchangeable and Refundable

b. For long-haul flights (New York and Las Vegas)

Destination	Ticket Type	Fare (total fare excluding taxes, fuel surcharges, and service fees)	Refund & Exchange
New York	Round-trip	Up to €352	Not exchangeable or Refundable
		€353 to €742 (1)	Non-refundable, Exchangeable (Fee: €130 per leg)
		€743 to €802 (1)	Refundable (Only prior to departure: €260 penalty) and Exchangeable (Fee: €130 per leg)
		From €803	Exchangeable and Refundable
	One-way	Up to €535 (1)	Non-refundable, Exchangeable (Fee: €130 per leg)
		€536 to €635 (1)	Refundable (Only prior to departure: €260 penalty) and Exchangeable (Fee: €130 per leg)
From €636		Exchangeable and Refundable	

Las Vegas	Round-trip	Up to €561	Not exchangeable or Refundable
		€562 to €821 (1)	Non-refundable, Exchangeable (Fee: €130 per leg)
		€822 to €882 (1)	Refundable (Only prior to departure: €260 penalty) and Exchangeable (Fee: €130 per leg)
		From €883	Exchangeable and Refundable
	One-way	Up to €614 (1)	Non-refundable, Exchangeable (Fee: €130 per leg)
		€615 to €714 (1)	Refundable (Only prior to departure: €260 penalty) and Exchangeable (Fee: €130 per leg)
From €715		Exchangeable and Refundable	

(1): If you wish to travel in Galaxy Class, economy-class tickets can be changed without charge (i) subject to payment of the fare difference between the price already paid and the price applicable to the Galaxy Class seat at the time of exchange and (ii) subject to availability in that class.

Destination	Ticket Type	Fare (total fare excluding taxes, fuel surcharges, and service fees)	Refund & Exchange
Cancun	Round-	Up to €408	Not exchangeable or Refundable

	trip	€409 to €1104 (1)	Non-refundable, Exchangeable (Fee: €130 per leg)
		€1105 to €1236 (1)	Refundable (Only prior to departure: €260 penalty) and Exchangeable (Fee: €130 per leg)
		From € 1237	Exchangeable and Refundable
	One-way	Up to €592 (1)	Non-refundable, Exchangeable (Fee: €130 per leg)
		From €593	Exchangeable and Refundable

Varadero	Round-trip	Up to €369	Not exchangeable or Refundable
		€370 to €839 (1)	Non-refundable, Exchangeable (Fee: €130 per leg)
		€840 to €890 (1)	Refundable (Only prior to departure: €260 penalty) and Exchangeable (Fee: €130 per leg)
		From €891	Exchangeable and Refundable
	One-way	Up to €448 (1)	Non-refundable, Exchangeable (Fee: €130 per leg)
		From €449	Exchangeable and Refundable

Destination	Ticket Type	Fare (total fare excluding taxes, fuel surcharges, and service fees)	Refund & Exchange
Mali	Round-trip	Up to €586	Not exchangeable or Refundable
		€587 to €1074 (1)	Non-refundable, Exchangeable (Fee: €130 per leg)
		€1075 to €1206 (1)	Refundable (Only prior to departure: €260 penalty) and Exchangeable (Fee: €130 per leg)
		From €1207	Exchangeable and Refundable
	One-way	Up to €580 (1)	Non-refundable, Exchangeable (Fee: €130 per leg)
		From €581	Exchangeable and Refundable

Punta Cana + Samana	Round-trip	Up to €280	Not exchangeable or Refundable
		€281 to 956 (1)	Non-refundable, Exchangeable (Fee: €130 per leg)
		€957 to 1068 (1)	Refundable (Only prior to departure: €260 penalty) and Exchangeable (Fee: €130 per leg)
		From €1069	Exchangeable and Refundable
	One-way	Up to €510 (1)	Non-refundable, Exchangeable (Fee: €130 per leg)
		From €511	Exchangeable and Refundable

(1): If you wish to travel in Galaxy Class, economy-class tickets can be changed without charge (i) subject to payment of the fare difference between the price already paid and the price applicable to the Galaxy Class seat at the time of exchange and (ii) subject to availability in that class.

c. Taxes Reimbursed for One-way Flights

For non-refundable ticket, the fuel surcharges (YQ) is not refundable.

One-way Ticket Departing from France

Country	Destinations	Taxes Reimbursed
		In Euros
CDG → Europe Schengen	Ibiza, Lanzarote	€25
	Figari, Ajaccio	€30
	All others except Corsica	€25
Metz	Seville	€21
Toulouse	Seville, Catania, and Palermo	€21
Marseille	Seville, Catania, and Palermo	€19
Lyon	Seville, Catania, and Palermo	€23
Strasbourg	Seville	€25
Figari	Paris	€27

Round-trip Ticket Departing outside of France

Country	Destinations	Taxes Reimbursed
		In Euros
Ibiza, Lanzarote and Seville	Europe Schengen → CDG	€7
		€11
		€15
		€12
Naples		€16

Ajaccio	Paris	€26
Deauville	Seville	€28
Nice	Seville	€22
Lille	Seville	€25
Dijon	Seville	€20
CDG → International	CUN, PUJ, AZS, HKT, LAS, NYC, HRG, LXR, SPU, TUN	€40
MRS → International	PUJ	€25
NTE → International	PUJ	€27

	CUN	€12
	Punta Cana, Samana	€23
	Phuket	€14
International → CDG	Las Vegas, New York, Hurghada and Luxor	€18
	Split	€13
	Tunisia	€10

Notes:	
European Community (27 Member States)	Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom
Europe Schengen (22 States + 2 non-EU)	Austria, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden

d. Procedures

Following the purchase of a ticket, one-way or round trip, customers may change or cancel their tickets as follows.

All cancellations must be sent to the Seller:

- Postal Address: XL.com, 5 rue de Conflans, 94220, Charenton Le Pont, FRANCE
- E-mail: Service.qualite@xl.com
- Fax: 01 43 53 97 63

The postmark, fax, or email receipt date will be the cancellation date.

We advise our customers to take out an insurance contract covering the consequences of the cancellation. Customers must comply with any applicable rules contained in the optional insurance policy's terms and conditions.

In case of cancellation, the booking fee (unless cancellation is due to the Seller), optional insurance, or assistance contract costs are never refundable.

4. Seller's Guarantees and Exclusions

The Seller acts only as an agent when selling rail or air only tickets outside of a package holiday.

The Seller shall bear no responsibility for informing the Purchaser on potential entry requirements. It is the Buyer's sole responsibility to inform themselves on entry requirements at the chosen destinations. The Buyer must verify prior to purchase all travel documentation required (valid passport, visa requirements, etc.) by checking with the consulates and embassies concerned.

Seller's liability shall be incurred only if at fault.

VI. ACCOMODATION, SKI SERVICES AND CAR RENTAL

In order to provide the services listed under the "Hotel", "Ski" and "Car" tabs on the Website the Seller partners with the following sites: Booking.com, Snowresa.com, and Holidaycars.com.

1. Hotel Reservations Outside of a Package

You may access the booking engine Booking.com at the Websites.

Booking.com B.V.
Weteringschans 28-4
1017 SG Amsterdam
NETHERLANDS
RCS: Kamer van Koophandel Amsterdam (Chamber of Commerce Amsterdam)

File Number: 31047344
 VAT number: NL805734958B01
 Dutch Data Protection Authority Authorization No.: 1288246
 Telephone: +31 20 712 5600 - Fax: +31 20 712 5609
 E-mail: service.clients@booking.com

When reserving through the tab "Hotel", the Seller acts only as an intermediary between the Buyer and Booking.com.

Purchases made through this tab are subject to the terms and conditions of Booking.com, which the Buyer agrees to prior to confirming their purchase and are available at www.booking.com

2. Ski Reservations

You may access the booking engine Snowresa.com at the Websites.

SAS capital: €37,000
 Headquarters: Polygon IV - Bat. Omega, 27, avenue Albert Sylvester, 73000 Chambéry – FRANCE
 Phone: +33 (0) 4.79.251.251 - Fax: +33 (0) 4.79.96.44.51
 Company Trade Registration No. in Chambéry: 508 904 091
 SIRET: 508 904 091 0001 6 – APE Code: 7911Z
 Intracom VAT: FR8850890409100016
 Travel Agent License No.: LI 073 09 001
 Professional Civil Liability: Gan Insurance Policy 091 252 521
 Financial Guarantee: Credit Agricole des Savoie

When reserving through the tab "Ski", the Seller acts only as an intermediary between the Buyer and Snowresa.com.

Purchases made through this tab are subject to the terms and conditions of Snowresa.com, which the Buyer agrees to prior to confirming their purchase and are available at www.snowresa.com

3. Car Rental Reservations

You may access the booking engine Holidaycars.com at the Websites.

Headquarters: Sassenheim Menneweg 141, HC 2172, NETHERLANDS
 E-mail: sales@nl.holidaycars.com
 Phone: 0031 (0) 900-7890000

When reserving through the tab "Car", the Seller acts only as an intermediary between the Buyer and Holidaycars.com.

Purchases made through this tab are subject to the terms and conditions of Holidaycars.com, which the Buyer agrees to prior to confirming their purchase and are available at www.holidaycars.com

VII. TERMS APPLICABLE TO ALL PRODUCTS AND SERVICES

1. Air Transportation: Overview

The Customer must present all required travel documents at check-in and to the authorities at the country of destination. The Customer is liable for all expenses in the event of boarding being denied.

The integrity of travel documents presented must not have been altered. Altering documents may result in the Customer being denied boarding at their own expense. Immigration authorities at the destination country have the power to refuse entry to their territory on the grounds of possible fraud regarding the identity documents presented. As among others but not limited to, an altered document is a document in which the plastic film on the photograph is cut even partially, the cover or pages of the passport are torn, or the I.D. card is dented or split, even if only on a small area, etc.

It is your responsibility to comply strictly with these formalities and bear any related costs. Ensure the full names appearing on the travel documents (reservations, tickets, vouchers, etc.) match exactly with those on the identity papers, passports, visas etc.

Travelers must comply with immigration and border control requirements of authorities at destination countries. Except if at fault, the Seller shall not be liable for consequences resulting from the Customer's failure to comply with the aforementioned obligations.

Some companies may reserve the right to collect from passengers all charges and fines resulting from a passenger's failure to comply with immigration and/or health requirements. In case of failure to register or board, the fare will remain due to the Seller and non-refundable.

Minors must be in possession of identity papers to their names. Registration based on children appearing on parents' passports is not allowed. Minors must hold their own individual passports.

For international travel, when the minor travels with an ID card, the 'livret de famille' (French family record book) is required in addition to usual formalities when a minor is accompanied by only one parent; Minors accompanied by a third party must be in possession of an authorization to leave the country given by a parent or guardian. This paragraph does not apply for minors travelling with their own individual passports.

a. Timetables, routes and connections

Times and schedules are not guaranteed and are not part of the Contract of Carriage.

Connections are not guaranteed pursuant to the airline's Conditions of Carriage. Therefore, if you organize your own transfers, we advise you book changeable or refundable tickets in order to avoid additional fees. It is also advisable not to make any commitment 48 hours before or after the date of the outbound or return journey respectively.

We remind you that the airline reserves the right in case of circumstances beyond its control or technical constraints, to re-route the customer by any mode of transport available, with reasonable diligence, and without this constituting imperfect performance or breach of Seller's or carrier's obligations.

b. Vouchers, Tickets, and Lost or Stolen Tickets

1) Travel documents issued by the Seller or the airline may be in the form of tickets or vouchers, paper or electronic. The airline ticket is either mailed or made available at the airport prior to departure.

Regardless of ticket type, a printout must be presented at registration in order to process your check-in. Without the printout and positive I.D. you risk not being able to register for your flight.

Mere presentation of the printed document does not entitle you to travel. You are entitled to transportation only when the ticket is valid and the Seller has received payment of the fare.

2) If you are the victim of loss or theft of a paper ticket, you must make a recorded statement to the police and seller while ensuring your return by purchasing a new ticket at your expense. All consequences arising from ticket loss or theft are solely your responsibility. A refund may be requested by the customer. However, at the company's discretion, the refund may or may not be honored. Be sure to include all originals (additional ticket stubs, boarding passes, etc.) in the request.

In the case of electronic tickets or e-vouchers, please contact the Seller's Customer Service Department.

c. Modifications/Cancellations at Customer's Request

Unused seats in outbound and/or return journeys will not be refunded even when dates are postponed, unless specific provisions of your contract of sale stipulate otherwise.

d. Return

Your ticket or voucher states whether your return flight must be reconfirmed. Please refer to it.

In the case of open return tickets (no predetermined return date), book your return as soon as possible. Ticket date will be confirmed based on availability and you may incur additional charges for which you are solely responsible.

e. Expecting Mothers

Airlines may refuse boarding to a pregnant woman when they believe there is a risk of premature birth during flight. The airline may require a medical certificate in order to enable transport. For applicable regulations, refer to the airline's Conditions of Carriage.

f. Minors and Infants

1) Infants (under 2 years of age) depending on the airline are not assigned a seat on the aircraft nor have a baggage allowance. Refer to the airline's Conditions of Carriage.

2) 13 and under

Unaccompanied children up to age 13 are not eligible for travel packages.

Please inform Reservations regarding their travel prior to flight purchase. They will not be accepted for travel without the airline's prior approval. Minors 13 and over travel alone without special assistance or responsibility on the airline's part. The airline's liability is limited under the terms of international conventions applicable.

g. Luggage

Each company has its own baggage policy.

Usually, the maximum allowed is 15 kg on medium-haul and 20 kg on long-haul flights per person occupying a seat, excluding children under 2.

This allowance being the lesser on with some companies, it is recommended not to exceed 15 Kg of checked baggage.

If excess baggage is permitted, the customer then pays a supplement directly to the airline at the airport (individual passenger rates apply). These additional fees remain the passenger's sole responsibility. Refer to the airline's Conditions of Carriage.

Please note some items are prohibited in checked luggage (such as dangerous goods) or in-cabin (liquids, weapons etc.). Refer to airline's Conditions of Carriage. Useful information to help you plan your trip may be found at: <http://www.aviation-civile.gouv.fr/html/osevice/surete.htm>

h. Passengers with Special Needs

Contact us as soon as possible if you are disabled and require special assistance. The airline must be notified at least 48 hours prior to departure.

i. Airlines' Conditions of Carriage

Air transportation is governed by international conventions and the Contract of Carriage as well as the Conditions of Carriage of each airline.

The airline's Conditions of Carriage are an integral part of these Terms and Conditions. You should refer to these in preparing your trip and prior to finalizing the contract with the Seller. French airline XL Airways France Conditions of Carriage are available at the following link:

<http://www.xlairways.fr/informationsjuridiques.cfm>

For other companies, you should refer to the corporate website of the airline indicated on the product description (e.g. Air Méditerranée, Transavia, Tunis Air, Easy Jet, Nouvel Air, Karthago, etc.)

2. Claims

a. Claims Regarding Air Transport

Specific deadlines are set by international conventions in the case of air transport:

In case of damage, delay, loss or destruction of BAGGAGE, the passenger must complain TO THE AIRLINE in writing as soon as possible and no later than:

- seven days from the date passenger received the baggage in the case of damage and possible theft,
- 21 days from the date passenger received the baggage in the case of delayed baggage.

In case of damage, late delivery, theft, or loss of luggage or customer purchases, the customer must:

1. Report the damage, lack or loss of personal belongings to the airline prior to leaving the airport and,
2. Send the airline a statement including the originals of the following: the ticket, baggage claim tag, and loss report.

Travelers have the option to purchase an insurance policy guaranteeing the value of their belonging.

The airline remains your primary contact and the Seller assumes no responsibility in cases of flight only purchases.

If the airline operating the flight is not the one with whom the contract has been concluded, the passenger has the right to file a complaint or a claim with either. If an airline company name or code appears on the ticket, then that is the contractual carrier.

If the passenger fails to comply with these terms, no compensation can take place.

Any claim for damages must be brought within two years from the date of arrival of the plane, or the date on which the aircraft should have arrived.

b. Claim Processing

If you were unable to obtain satisfaction from the supplier concerned, we recommend you obtain proof of your complaint in writing from the provider and send us a copy of this document as soon as possible and no later than two calendar months after your return date, either by:

- Postal Address: XL.com, 5 rue de Conflans, 94220, Charenton Le Pont, FRANCE
- E-mail: Service.qualite@xl.com
- Fax: 01 43 53 97 63

No action will be taken on a complaint sent to us late or made by telephone.

Our offices not being open to the public, all claims must be either written or electronic.

The Seller sells individual travel. Therefore, all claims must be made individually (one claim per Contract).

3. Force Majeure

Force majeure means an event falling under the definition provided by the jurisprudence of French courts.

It may include the following events, but not limited to, transportation strikes, air traffic controller strikes, insurrections, riots, prohibitions enacted by any public or governmental authorities or, weather, geographical, political or health conditions of the host country, etc.

Force majeure consequences are as attributed by French law and in particular may result in the cancellation or interruption of services and/or non-performance of the contract by any party thereto without liability to said party. Force majeure acts do not entitle to damages.

4. Payment Security and the Fight Against Payment Fraud

Information related to your order is subject to automated data processing. Automatic data processing strives to ensure the authenticity of the data provided on a transactional basis in the fight against payment fraud and especially against credit card fraud.

In Resolution No. 03-034 of 19 June 2003, the Commission Nationale de l'Informatique et des Libertés (CNIL, French National Commission for Computing and Liberties) provides distance sales professional the lawful right to engage in the collection of bank data with the intent to fight against payment fraud. Governed by the provisions of Article 5-E of the Council of Europe's Convention No. 108 of 28 January 1981, data retention is limited to a period defined for that purpose.

This procedure has been authorized by the CNIL under number 1354461.

5. Data Privacy

Pursuant to French Act No. 78-17 of 6 January 1978 on Data Processing, Data Files and Individual Liberties, customers are hereby notified that their order is processed as nominative data. The right to access, delete and modify your personal data is exercised by contacting the Seller at the following email address: service.qualite@xl.com

The Seller uses personal data collected to process and fulfill orders, and manage the customer's file.

This data is also used when you subscribe to newsletters. Your full name is provided to our service providers to enable them to process your order. In some cases, the data provided may also include your sex and date of birth.

a. Data Usage

The information you provide on the Website allows the Seller and its partners to process and fulfill your orders. Pursuant to Article 32 of the Data Protection Act of 6 January 1978 amended by Article 2004-801 of August 6, 2004, required information for the Seller, and its partners to process and fulfill orders, is marked with an asterisk throughout the sites.

Other informational elements requested or questions regarding your interests in deals you may be sent by the Seller and/or its partners, and for which responses are optional, are aimed at better understanding users and improving services offered to them, in a secure setting. Unless you object, the Seller may be required to provide this optional information about you to its affiliates.

The Seller is likely to communicate, particularly via email, information to help you better understand and utilize the sites, so that you may benefit from special offers released on its Websites and provide you with their partners' offers, in strict compliance with French laws "pour la confiance dans l'économie numérique" (for confidence in the digital economy) and "Informatique et Libertés" (French Data Protection Act as amended), subject to your prior consent or objection, according to the cases featured in this Privacy Policy.

b. XL.com Notices

Users may receive notices from XL.com in the following cases:

- Registration as a member of the Website. The new member receives a welcome email containing their login name and password as a reminder.
- Request for account closure. If the account is closed, an email notification of the account's closure is sent to the client.
- Travel purchase, reservation, change, or cancellation, generate a confirmation e-mail.
- Games and sweepstakes. The user may request the transmission or modify information provided during the contest. The user can either send an email requesting the amendment of the information or receive a copy of information stored throughout the contest period.
- Requests for assistance, questions, or suggestions. The Seller responds via email to the user who requests assistance regarding their order status, log-on to the Website, or accessing their account.
- E-mailing. The Websites may present the user with options to receive additional offers via e-mail. These will enable site-users who have registered voluntarily and given their prior consent, the opportunity to receive specific marketing offers proposed by the Seller or partners of the group XL France.

c. Opt-out Option

According to the French Data Protection Act, you have the right to opt-out which can be exercised by either:

- Sending a letter to XL.com - 5 rue de Conflans 94220 Charenton Le Pont, FRANCE, or
- Sending an email to: support.qualite@xl.com

To unsubscribe from any Seller communication, you also have the right to opt-out which can be exercised:

- By clicking on the link at the bottom of an email from Seller saying, "If you no longer wish to receive marketing information from the Seller, click here." Please note this request takes effect only if a confirmation message is issued. Otherwise, you may send an email to the following address: service.qualite@xl.com specifying the e-mail address to unsubscribe.
- Directly from the "Newsletter" portion of the Website. This request takes effect automatically and is confirmed by an HTML page. If this page does not load your request may not have gone through. In this case, we encourage you to use the service.qualite@xl.com "mailto" or "contact" function.

Although the user may have expressed the desire to opt-out of receiving one or more types of marketing communications from the Seller, they may still make as many reservations or bookings as they like on the Website while using the same contact information. The user will not receive the newsletters or email offers they have opted out of unless they expressly request it from the Seller.

d. Right to Access, Modify or Delete Your Personal Information

According to the French Data Protection Act as amended, you have the right to access, modify, rectify and delete data concerning you. You can exercise this right by either:

- Sending a letter to XL.com Customer Service Department - 5 rue de Conflans 94220 Charenton Le Pont, FRANCE, or
- Directly on the Website on the following page: <http://www.newsletter-xl.com>

e. Newsletters Area

You can modify, delete, update and correct all of the information about yourself contained in the page "Newsletters."

The page "Newsletters" lets you view and edit the contents of your account on the Website. You can agree to receive information from Seller or its Partners, change your email address, update /correct your name, phone number, date of birth, mobile number, and mailing address.

f. My Account

You can check on your order(s) in the "My Account "section of the Website.

For questions or requests concerning the security of your personal data, including termination of your account, you can send an email via the "Contact" function on the Website.

g. Cookies

Browsing the Website may result in the installation of cookies on your computer. These simplify access and enhance the navigation experience of the Website.

When you research, select or book your travel on our Website, your personal credentials are linked to the cookie. This information is encrypted and not accessible in the event of unauthorized access to your computer.

You may refuse the installation of the cookie on your computer, but such refusal may prevent access to certain services on the Website.

You may block cookies by configuring your browser as follows:

- Internet Explorer 3 or 4 (Microsoft): click *View*, then *Options*, then *Advanced*. Among the various warnings that can be activated, the fourth is entitled "Warn before accepting cookies" and only on Internet Explorer 4, the fifth is entitled "Always refuse cookies,"
- Navigator 3 (Netscape): click *Options*, then *Network Preferences*, then *Protocols*. Among the various warnings that can be activated, the first is "Warn before accepting a cookie." You will be warned upon the proposal of a cookie and can prevent it from being stored in your browser,
- Internet Communicator (Netscape): click *Edit*, then *Preferences* and then highlight *Advanced*. Select the desired option.
- Firefox (Mozilla): click on *Tools*, then *Options* and choose the desired option.

h. Data Security

We appreciate your trust and strive to keep the data we collect in the process of fulfilling your travel needs secure. The Seller has put in place a security program to protect information collected whether or not these are stored in their system.

i. Site Partners

Users may access site partners by clicking on links available on the Website. Site partners are not governed by the aforementioned personal data privacy provisions. Users are therefore invited to examine the rules governing the use and disclosure of information as provided on these sites.

6. Legal Provisions

a. Proof

It is expressly agreed that absent Seller's manifest error, the data stored in information systems of the Seller and/or their suppliers, especially in email tools used by the Seller, have probative value as to past account activity, obligations of the parties, and in respect of the Customer. The data on computer media or stored electronically by the Seller constitutes proof and, if produced as evidence by the Seller in any litigation or otherwise, they will be admissible, valid, and enforceable between the parties in the same way, in the same conditions and with the same evidential value as any document created, received or retained in writing.

b. Divisibility

The total or partial invalidity of any provision of the Terms and Conditions does not entail the nullity of the other provisions hereof or of the contract which retain their full effect and scope.

c. Compliance with Law

No responsibility will be borne by the Seller, an airline, or any suppliers thereto when a breach or inadequate performance of contract results from respecting the rule of law, regulation or international convention imposed upon them.

d. Governing Law

These Terms and Conditions as well as the specific travel sales contract shall, including for question on validity, invalidity, breach or termination thereof, in all respects be governed by and construed in accordance with the Laws of France and the French courts shall have exclusive jurisdictions.