

GENERAL TERMS AND CONDITIONS OF SALE
Updated on July 1, 2022

Article 1. PREAMBULE

SKYLR (hereinafter referred to as "**SKYLR**"), a *société par actions simplifiée à associé unique*, registered with the Trade and Companies Register of Paris (*Registre du Commerce et des Sociétés de Paris*) under the number 907 987 002, with its registered office at 66, avenue des Champs Elysées, 75008 Paris.

SKYLR is a travel agency registered with ATOUT France, the register of travel and holiday operators under the number 907 987 002, and marketing travel services - not included in tourist packages within the meaning of the applicable regulations - (the "**Travel Services**") provided by third-party service providers (the "**Service Providers**") to non-travel professionals (the "**Clients**") using tools to simplify their order (the "**Booking Tools**"). SKYLR operates the sale of Travel Services from a dedicated platform (the "**SKYLR Platform**") integrated into the Service Provider's website ("**the Service Provider's Site**") to which the Client is redirected when he wants to use the Booking Tools.

Orders for Travel Services placed on the SKYLR Platform are governed by these SKYLR General Terms and Conditions of Sale, which are supplemented by each Provider's terms and conditions governing the provision of the Travel Service.

The Client is informed of the additional rights conferred by the French Tourism Code in the standard information form relating to orders for Travel Services other than Air Transport Services attached hereto.

The Client declares to have the legal capacity to contract with SKYLR and SKYLR declares to have the capacity to market Travel Services in its own name on behalf of the Service Providers.

Article 2. DEFINITIONS

Client: any natural or legal person, non-travel professional, placing an Order of a Travel Service on the SKYLR Platform linking it to SKYLR, through the Booking Tools.

General Terms and Conditions of Sale or **GCS:** the SKYLR general terms and conditions of sale, applicable to any Order for a Travel Service through the Booking Tools available on the SKYLR Platform from SKYLR, including their preamble, their appendices, and any other document to which these general terms and conditions refer as well as any amendment, substitution, extension or renewal of the latter.

General Terms and Conditions of the Service Provider: the general conditions of supply of the Travel Service of each Service Provider supplementing the General Terms and Conditions of Sale of SKYLR, with regard to the conditions of execution of the Travel Service, including their preamble, their appendices, and any other document to which they refer as well as any amendment, substitution, extension or renewal thereof.

Order(s): any purchase(s) of a Travel Service(s) made by the Client from SKYLR on the SKYLR Platform, which validation is confirmed by sending an email to the Client at the address provided by him.

Travel Document(s): any title, voucher, ticket, receipt or document provided to the Client in due course by SKYLR in execution of its Order, including transport tickets, vehicle rental vouchers, tickets for accommodation, tickets to attend a cultural or sporting event or any other document related to the Order placed.

Booking Tools: the tools made available to the Client by SKYLR on the SKYLR Platform to simplify the Ordering of Travel Services.

Reservation Option: the right for a Client to purchase a Travel Service for a specified period, at the same price and under the same conditions as those established at the time of purchase of this option by the Client.

Party(ies): Together SKYLR and the Client.

SKYLR Platform or Platform: the SaaS platform operated by SKYLR offered from the Service Provider's Site to which the Client is redirected when he wants to use a Booking Tool to place an Order with SKYLR for a Travel Service.

Data Protection Policy: the policy for the protection of Clients' personal data processed by SKYLR accessible on the SKYLR Platform.

Payment Provider: the payment provider(s) meeting the required security and reliability requirements that SKYLR may use to process Client payments under their Travel Services Order.

Service Provider(s): any legal person(s) providing the Travel Services ordered by the Client from SKYLR.

Air Transport Service(s): any passenger transport activity carried out by air that SKYLR does not produce itself but which is/are marketed by the latter in its own name on behalf of the Service Provider on the SKYLR Platform.

Travel Service(s): the travel service(s) or any other tourist service within the meaning of Article L.211-2 of the French Tourism Code, including the transport of passengers, hotel accommodation, sporting events that SKYLR does not produce itself and which are marketed by SKYLR in its own name on behalf of the Service Provider on the SKYLR Platform.

Service Provider's Site: the website operated by the Service Provider from which the Client is redirected to the SKYLR Platform and on which the Client has also the option of placing an Order directly without being linked to SKYLR.

Article 3. PURPOSE

The General Terms and Conditions of Sale are intended to set the conditions under which SKYLR markets the Travel Service(s) provided by the Service Provider(s) to the Client, using the Booking Tools as well as the obligations, guarantees and responsibilities of each Party, which are supplemented, where applicable, by the General Terms and Conditions of the Service Provider.

Article 4. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF SALE

The General Terms and Conditions of Sale are made available to the Client on the SKYLR Platform by means of the link provided for this purpose.

The Client acknowledges having read the General Terms and Conditions of Sale in their entirety and, in particular, the conditions relating to the Booking Tools prior to Ordering a Travel Service from SKYLR.

The Client acknowledges accepting the GCS by ticking the box provided for this purpose on the SKYLR Platform when ordering a Travel Service through the Booking Tools. Acceptance can only be full and complete. Any conditional acceptance is considered null and void. The Client who does not agree to be bound by the General Terms and Conditions of Sale must not proceed with the Order of a Travel Service.

Article 5. ORDERING THE TRAVEL SERVICE

5.1. Description of the Travel Service. The Client is informed of the Booking Options, characteristics, price and cancellation terms of the Travel Service as well as insurance and any other specific information related to certain categories of Travel Services (i.e. Air Transport Service). This information is communicated to the Client on the presentation pages of each Travel Service published on the Service Provider's Site. The Service Provider's Site is regularly updated so that the information displayed on the Travel Service, including the Booking Options, is likely to change based on updates. The Client is also informed of his additional rights on Travel Services other than Air Transport Services on the Standard Information Form attached hereto.

5.2. Placing of the Order. After selecting the Travel Service on the Service Provider's Site, the Client places its Order on the SKYLR Platform, using a Booking Tool tailored to its needs. The Client has also the possibility of placing a Reservation Option on the Travel Service allowing him to benefit from a period of reflection and giving him the right to proceed with the Order of the Travel Service at the price fixed on the day of the subscription of this Option for a specified period. If the latter fails to use a Booking Tool, the Client continues his Order on the Service Provider's Site and contracts directly with him in accordance with the terms provided for in the Service Provider's General Terms and Conditions of Sale. Otherwise, the Client is redirected to the SKYLR Platform after having selected the Booking Facility of his choice by means of a button provided for this purpose on the Service Provider's Site to confirm his Order and proceed to payment. The Client may modify and/or cancel its Order by being redirected to the Service Provider's Site until confirmation and payment on the SKYLR Platform.

5.3. Confirmation of the Order. From the SKYLR Platform, the Client is invited to fill in his identification information and accept the GCS by ticking the box provided for this purpose before confirming his Order by clicking on the button inviting him to proceed to payment according to the terms of the selected Booking Tool. The validation of the Order through this process is assimilated to a handwritten signature within the meaning of article 1367 of the French Civil Code, manifesting the Client's express agreement to the purchase of the Travel Service and formalizing the conclusion of the sales agreement with SKYLR in its own name on behalf of the Service Provider in a firm and definitive manner.

Article 6. PAYMENT OF THE TRAVEL SERVICE

6.1. Price. The price of the Travel Service is displayed in the currency of the Service Provider's choice on the Travel Service presentation page of the Service Provider's Site and recalled on the Order summary page of the SKYLR Platform. The price of the Travel Service includes all taxes and is firm and final. SKYLR has no control over the prices of Travel Services which are freely set by the Service Providers and may vary upwards or downwards.

6.2. Booking Tools. The Client proceeds to the payment of his Order considering the specific terms of the selected Booking Tool after having provided the necessary information. The Client acknowledges and agrees that the Booking Tools may be unavailable and depend on the Service Provider's choice. The Booking Tools currently available can be consulted on the following link www.optionizr.com of the SKYLR Platform.

6.3. Payment. The terms of payment for the Travel Service Order vary according to the Booking Tool selected by the Client. Payment is made online on the SKYLR Platform. In the case of payment of the price by direct debit, SKYLR uses the Payment Service Provider's secure direct debit service, which alone keeps the Client's bank details. The Client will read the conditions of use of the Payment Provider's secure direct debit service, which he expressly declares to accept.

6.4 Payment in 3x or 4x with our partner FLOA. Our financial partner FLOA, offers payment solutions for your purchases of goods and/or services, deferred, in 3 or 4 installments by credit card. These payment solutions are reserved for individuals (natural persons of legal age) residing in France, holders of a Visa or MasterCard bank card with a validity date corresponding to the duration of the reimbursement FLOA, RCS Bordeaux 434 130 423 whose head office is located at Immeuble G 7 71 Rue Lucien Faure in Bordeaux 33300 subject to the control of the Authority Prudential Control and Resolution (4 Place de Budapest, CS 92459 75436 PARIS CEDEX 09 and registered with ORIAS under number 07 028 160 www.orias.fr. FLOA reserves the right to accept or refuse your request for financing you have a legal withdrawal period of 14 days. To find out more, [click here](#). We would like to draw your attention to the fact that if you ask to pay for your order of goods and/or services by means of these payment solutions, your personal data will be transmitted to FLOA Bank for the purpose of studying your request for financing, managing your credit contract and, if necessary, recovering For more information, [click here](#).

6.5. Delay or default in payment. Any delay or non-payment entails, without a reminder being necessary, the suspension of the Order, until payment of the price as well as the immediate payment of all sums due, in addition to the collection of a late payment penalty calculated on the basis of the legal interest rate in force.

6.6. Service fees. The use of a Booking Tool may be subject to the payment of service fees by the Client, invoiced separately and the amount of which will be indicated on the Booking Tool page of the SKYLR Platform.

Article 7. CANCELLATION AND MODIFICATION OF THE ORDER

7.1. Cancellation by the Client. Any Order is effective upon receipt of the confirmation email sent by SKYLR to the Client. The Client has the possibility of cancelling his Order under the conditions provided for by the General Terms and Conditions of the Service Provider and/or the applicable regulations. In the event of cancellation, the Client sends an email to SKYLR at the following address: skylr@optionizr.com. The date of receipt of the email will be the date retained for the cancellation of the Order. SKYLR may be required, pursuant to the General Terms and Conditions of the Service Provider and/or the applicable regulations, to invoice the Client for cancellation costs which will be deducted from the amount reimbursed to the latter.

7.2. Modifications by the Client. The Client has the possibility of modifying his Order before the start of the execution of the Travel Service according to the methods provided for in the General Terms and Conditions of the Service Provider and pursuant to the applicable regulations. Any modification requested by the Client during the execution of the Travel Service will not give rise to any refund unless otherwise provided for in the General Terms and Conditions of the Service Provider and/or the applicable regulations.

7.3. Cancellation by SKYLR or by the Service Provider. SKYLR may be forced to cancel the Travel Service on the instructions of the Service Provider or on its own initiative prior to its execution. In this case, SKYLR will inform the Client and, depending on the case, will refund the price of the Travel Service. The Client acknowledges that the cancellation of the Order by SKYLR or the Service Provider due to exceptional and unavoidable circumstances will never be reimbursed to the Client.

7.4. Modifications by the Service Provider. The Service Provider may be required to make changes to the Travel Service prior to its execution. The Client will be informed of the changes by the Service Provider or by SKYLR. In the event of essential changes to the characteristics of the Travel Service, the Client will have the option of canceling his Order or placing an order for a new Travel Service in application of the Service Provider's general terms and conditions and/or the applicable regulations. In the event of the cancellation of the Order by the Client, the Service Provider will inform SKYLR, which will refund the Order.

Article 8. WITHDRAWAL

Pursuant to Articles L. 221-28 and L.221-2 of the French Consumer Code, the Travel Services marketed by SKYLR on the SKYLR Platform are not subject to the application of the right of withdrawal provided for in Articles L. 221- 18 and following of the French Consumer Code with regard to distance contracts.

Article 9. DELIVERY OF TRAVEL DOCUMENTS

Travel Documents are delivered to the Client in due course and prior to the performance of the Travel Service. These Travel Documents may be necessary for the execution of the Trip and must be kept by the Client. SKYLR shall not be held responsible for the consequences of the Client's failure to present the Travel Documents.

Article 10. OBLIGATIONS

10.1. SKYLR Obligations. SKYLR diligently performs its obligations to the Client. In particular, SKYLR delivers to the Client directly or through the Service Provider, the Travel Documents necessary for the performance of the Travel Service and communicates to him any other information on the Travel Service, including any modification likely to be made on the Travel Service by the Service Provider and ensures, if necessary and in the event of a complaint, its intermediation with the Service Provider.

10.2. Client Obligations. The Client shall send SKYLR correct and up-to-date information, it being specified that SKYLR shall not be liable if the Client's contact details are incorrect, such as names and surnames of passengers, email and postal addresses (for sending Travel Documents) and bank details. The Client also undertakes to be in good standing for the smooth running of the Travel Service ordered on the SKYLR Platform.

Article 11. LIABILITY

11.1. Sale of Booking Options. SKYLR warrants that the Booking Options are placed on Travel Services available for sale at the time of purchase of the Booking Option. SKYLR shall not, however, be held responsible for the availability of these Travel Services at the time the Booking Option is exercised,

which may have been made unavailable by the Service Provider. In this case, the Service Provider shall directly contact the Client to offer him another Travel Service or reimbursement of the price of the Booking Option through SKYLR. In all cases, SKYLR's liability shall be engaged under the conditions of common law only for direct damages suffered by the Client resulting from a breach of its contractual obligations as defined herein and is always excluded for indirect and unpredictable damages.

11.2. Sale of Travel Services other than Air Transport Services. SKYLR shall be responsible for the proper performance of the Travel Service ordered by the Client without prejudice to its right of recourse against the Service Provider and shall provide assistance to the Client in the event of difficulties. SKYLR is thus required to repair direct and foreseeable damages resulting from the improper performance or non-performance of the Travel Service, excluding all indirect or unforeseeable losses or damages suffered by the Client, including in particular but not exclusively any gain missed, commercial loss (including but not limited to loss of income, loss of profits, loss of customers, loss of opportunity, loss of contracts, loss of expected savings, loss of earnings). If his liability is incurred, SKYLR shall apply the compensation limits provided for by international conventions in accordance with Article L.211-17-IV of the French Tourism Code. Its maximum financial liability shall, in any case, be limited to three times the total price of the Travel Service, except in the case of bodily injury or damage caused intentionally or through negligence. In addition, SKYLR's liability shall be wholly or partially exonerated if the damage is attributable to the act of the Client, to the act of a third party unrelated to the provision of the Travel Service and/or to exceptional circumstances.

11.3. Sale of Air Transport Services. When the Travel Service relates to an air transport service, SKYLR is responsible for the proper delivery of transport tickets to the Client and for the obligations arising from the contract binding it with the Client within the limits provided for in Article 11.1 hereof. SKYLR shall never be liable for any faults committed by the Service Provider in the performance of the Air Transport Service or its non-performance, including a delay, cancellation, loss or theft of luggage. SKYLR shall not see its liability replacing the liability of the Service Provider, who is solely responsible for the smooth running of the trip in the event of the sale of Air Transport Services.

11.4. Unforeseeable or unavoidable events. SKYLR shall never be responsible for the consequences of (i) unforeseeable or unavoidable events of a third party such as: wars, political unrest, strikes outside SKYLR, riots outside SKYLR, technical or administrative incident outside SKYLR, space congestion air, bad weather, delays (including mail shipping services...), breakdowns, loss or theft of luggage or other travelers' personal effects; (ii) cancellations imposed by exceptional and unavoidable circumstances, and/or for reasons related to maintaining the safety of travelers, and/or an order from an administrative authority.

Article 12. PERSONAL DATA

12.1. The Client's personal data collected on the SKYLR Platform enable SKYLR to process and fulfill Travel Services Orders. This collection is carried out in accordance with the law n° 78-17 of January 6, 1978 modified by the law of August 6, 2004 then modified by the law of June 20, 2018 according to the European Regulation of April 27, 2016 applicable since May 25, 2018. For more information, the Client is invited to read SKYLR's Data Protection Policy.

12.2. The Client's personal data may also be collected directly on the Service Provider's Site by the Service Provider. In this case, the Service Provider's data protection policy will remain applicable.

Article 13. INSURANCE

13.1. SKYLR has taken out an insurance contract with the company Hiscox SA - Hiscox France 38, Avenue de l'Opéra - 75002 Paris covering its professional civil liability (French RCP) up to 2,000,000 euros and any other insurance required by the applicable regulations.

13.2. The Client has also the option of taking out a cancellation insurance for the Travel Service with the Service Providers under the conditions set by the latter.

Article 14. GENERAL TERMS AND CONDITIONS MODIFICATION

SKYLR reserves the right to modify the General Terms and Conditions of Sale, in particular to reflect the applicable legislative and regulatory provisions as well as any changes relating in particular to the Booking Tools. These modifications will be indicated by any useful means and in particular by the publication of an update notice with the date of update, on the General Terms and Conditions of Sale.

Article 15. COMPLAINT AND MEDIATION

15.1. The Client can submit a complaint to SKYLR by sending an email to SKYLR client service at the following address: support.clients@optionizr.com, which shall respond as soon as possible. SKYLR reserves the right to forward this complaint to the Service Provider providing the Travel Service if it is directly concerned. In this case, SKYLR shall not be responsible for the response time or for the decision taken by the Service Provider with regard to the Client's complaint.

15.2. In the absence of a satisfactory response from SKYLR within a reasonable time, the Client can contact the Tourism and Travel Mediator whose contact details are the following: MTV Mediation Tourisme Voyage - BP 80 303 75 823 Paris Cedex 17.

Article 16. APPLICABLE LAW – COMPETENT COURT

16.1. The General Terms and Conditions of Sale are governed by French law.

16.2. In the event of a difficulty relating to the interpretation or application of the General Terms and Conditions of Sale, the Parties shall try as far as possible to settle their dispute amicably or through mediation. Failing amicable agreement, the dispute shall be brought before the competent court.

APPENDIX 1

Standard information form of the Client's rights for any order of Travel Services other than Air Transport Services

1. Price of the Travel Service. The price of the Travel Service may increase only due to the raise in the cost of fuel or other energy sources, taxes or charges on the Travel Services or exchange rates. This increase must, in any case, take place less than twenty days before the beginning of the performance of the Travel Service and shall be justified. In this case, the Client is entitled to a price reduction and, when the increase exceeds 8%, may cancel his Order. The Client has also the right to obtain a reduction in the price of the Travel Service in the event of non-performance or improper performance of the Travel Service by the Service Provider.

2. Non-Compliance. The Client is required to communicate any non-compliance that he may notice during the performance of the Travel Service. The Client is entitled to a reduction in the price of the Travel Service during the period of non-compliance of the Travel Service, except in the event that such a non-compliance is attributable to him. The Client receives an emergency telephone number or contact details allowing him to contact SKYLR or the Service Provider to request assistance or to complain about any non-compliance noted during the performance of the Travel Service.

3. Order Cancellation. Prior to the performance of the Travel Service, the Client may cancel the Order at any time, subject to the payment of appropriate and justifiable cancellation fees. In the event of a modification of an essential element of the Travel Service other than the price or the occurrence of exceptional and unavoidable circumstances, impacting the place of destination, the Client has the possibility of canceling his Order free of charge and obtaining reimbursement of the price of the Travel Service. During the execution of the Travel Service, the Client has the possibility of canceling his Order free of charge when the Service is not executed in accordance with the Order, if this considerably disrupts the execution of the Travel Service and the Service Provider does not fix the problem.

4. Assignment. The Client has the possibility of assigning his Order to an assignee satisfying the same conditions as him to perform the Travel Service, as long as it has not produced any effects yet. In this case, the Client is required to directly inform the Service Provider, supplier of the Travel Service, in accordance with the procedures provided for in the Service Provider's General Terms and Conditions. The Client must also pay the costs incurred by this transfer directly to the Service Provider.

5. Insolvency. In the event of the insolvency of SKYLR or the Service Provider, the Client shall be reimbursed of the price of the Travel Service. SKYLR has taken out insolvency protection with GROUPAMA ASSURANCE-CREDIT & CAUTION. The Client is free to contact this organization if some Travel Services are refused due to the insolvency of SKYLR or of the Service Provider.