

## GENERAL TERMS AND CONDITIONS OF SERVICES – FLIGHTS

Effective April 1<sup>st</sup>, 2023

### 1 IDENTIFICATION OF THE COMPANY

■ <b>Company name: Voler avec les Oiseaux (hereinafter "VAO")</b>	
■ <b>Legal representative: Mrs Paola MOULLEC</b>	■ <b>Share capital : 5,000 euros</b>
■ <b>Head office address: Caluche – 15130 Saint Simon</b>	
■ <b>Legal form: SARL</b>	■ <b>VAT number: FR 79503471021</b>
■ <b>SIRET: 503 471 021 000 17</b>	
■ <b>Insurance: GROUPAMA D'OC</b>	■ <b>Police number: 0012</b>

### 2 DEFINITIONS

The following terms shall have the following definitions:

"**Aircraft**" refers to the hot air balloons and/or microlights/ULM used for the realization of the Flights.

"**Tickets**" means all paper or digital vouchers on a fixed date, justifying the booking of one or more Flight services sold by VAO.

"**Gift vouchers**" means paper or digital vouchers valid for a period of 12 months from the date of purchase.

"**GTC**" means these general conditions of services accessible on the Websites.

"**Customer**" means any natural person of legal age (18 years old on the date of the order) legally capable of contracting and meeting the quality of consumer within the meaning of the French Consumer Code, namely any natural person who acts for purposes that do not fall within the scope of his commercial, industrial, artisanal, liberal or agricultural activity.

"**Order**" means any reservation or purchase made by a Customer on the Websites or by any other means, in particular by telephone with VAO's services.

"**Account**" means the Customer's account allowing the Order of Gift Vouchers – Tickets – Products offered for sale by VAO on its Websites.

"**Passengers**" means the beneficiaries performing the Flight. They may be different from the person of the Customer and must meet the conditions set out in Article 7.

"**Contract**" means together the GTC and the Order.

"**Day**" means a calendar day.

"**Parties**" means VAO and/or the Customer.

"**Pilot**" means a VAO employee responsible for carrying out the Flight.

"**Products**" means all products and accessories other than Tickets and Gift vouchers sold by VAO.

"**Websites**" means websites developed by or for VAO and accessible at [www.volerenmontgolfiere.com](http://www.volerenmontgolfiere.com) and <https://www.voleraveclesoiseaux.com/>.

"**Flights**" refers to the various flight services offered by VAO, in particular flights in simple microlight, microlight with birds, simple hot air balloon and hot air balloon with birds.

### 3 SCOPE

These GTC apply to the sale of Products, Gift Vouchers and Tickets as well as to all Flight services offered by VAO to its Customers. The Customer acknowledges having read and accepted, at the time of placing an Order, these GTC. Consequently, any Order placed by the Customer implies his acceptance and that of the Passengers, without reservation of these GTC.

No special condition may, unless formally accepted in writing by VAO, prevail against the GTC. Any contrary condition opposed by the Customer will therefore, in the absence of express acceptance, be unenforceable against VAO.

VAO reserves the right to modify or adapt these GTC at any time, in particular to bring them into line with the applicable legal and regulatory provisions. The GTC applicable to each Order will be those in force on the day of the final validation of the Order by the Customer.

The fact that VAO does not avail itself, at a given time, of any of these GTC cannot be interpreted as a waiver of the right to avail itself subsequently of any of these provisions.

#### **4 DESCRIPTION OF TICKETS AND GIFT VOUCHERS**

When placing an Order the Customer can buy :

- Tickets including the choice of a Flight and a corresponding booking date, subject to the cases of postponement or cancellation provided for in Article 10.
- Gift Vouchers: tickets valid for twelve (12) months from the date of issue of the voucher. To book the date of the Flight after purchase, the Customer must contact VAO by phone.

The photos on the Websites are non-contractual and are only used to illustrate the chosen Flight.

#### **5 COMMANDS**

##### **5.1. Online orders**

To buy a Ticket and/or a Gift Voucher and/or a Product, the Customer has the possibility, depending on the availability of the Flights and the Ticket chosen, either to make his reservation by creating an Account, or to make his reservation directly without creating an Account.

In all cases (creation or not of an Account), the Customer chooses among all the Gift Vouchers and/or Tickets and/or Products offered on the Websites by clicking on the "add to cart" button.

##### **5.1.1. Bookings requiring the creation of an Account**

For Orders of Gift Vouchers or Tickets that do not allow immediate booking, the Customer must first create an online Account by completing the form provided for this purpose.

The Customer must provide certain personal information intended for the establishment, execution and monitoring of the Contract and its follow-up (order, invoice, delivery).

Mandatory information is marked with an asterisk. These include the Customer's surname, first name, email address, telephone number, delivery address, billing address, password and username. Other information is provided optionally and spontaneously by the Customer. The Customer undertakes to provide accurate and complete information, and to update its information in the event that changes need to be made.

**The provision of erroneous or inaccurate information that has made it impossible for VAO to perform its obligations, in particular, without the list being exhaustive, to deliver Gift Vouchers and/or Tickets, cannot engage the responsibility of the latter as a result.**

The Customer must maintain the confidentiality of his password in order to avoid unauthorized use by a third party. In the event that the Customer disseminates or uses his identifiers (i.e. his email address or other identifier communicated by VAO) and password in a manner contrary to their intended purpose, VAO shall be entitled to terminate the Customer's Account without constituting a compensable damage to the Customer. The Customer is the only one who is responsible for the use of these identification elements by third parties, whether fraudulent or not. He guarantees VAO against any request and/or action based on fraudulent or non-fraudulent use of his password.

**Under no circumstances may VAO be held liable in the event of usurpation of a Customer's identity, since it does not have the technical means to systematically ascertain the identity of people. In the event of suspicion of fraudulent use of his identifiers, the Customer must immediately inform VAO so that the latter can, if necessary, delete the fraudulent Account and create a new personal space.**

In case of loss of password, the Customer has the possibility to request a reset of his password via the page "My Account" by clicking on the link "Forgot your password?".

A reset link is sent to the Customer on his valid email address. Providing an invalid email address (or not updating) will make it impossible to reset the password.

VAO reserves the right to suspend or delete the Account of any Customer who has contravened these GTC (in particular but not exclusively when the Customer has knowingly provided erroneous information when registering and creating his personal space, or in the event of payment incidents during previous orders) after formal notice sent electronically and remained without effect for more than thirty (30) Days. VAO also reserves the right to delete Accounts that have remained inactive for more than six (6) consecutive months.

### **5.1.2. Online Order Terms**

In any case (prior creation of an Account or immediate reservation), the procedure for placing an Order by the Websites includes the following steps:

- step 1 - selection and validation of the Gift Voucher(s) and/or Tickets, and/or Products, in the basket by clicking on the "**add to cart**" button. The Customer may, depending on the case, choose a flight date according to availability, select the number of people and may at this stage modify his order and correct it.
- step 2 – if the Order requires the connection to an Account, the Customer not connected will be invited either to complete the identification form to identify himself, or to create an Account if he does not already have one.
- step 3 - summary of the Order and entry of contact details: the Customer can at this stage modify his order and correct it. The Customer enters his contact details. If the Customer chooses the method of delivery or provision of Gift Vouchers and/or Tickets and/or Products (postal dispatch - sending by email - downloading to his Account) and information of the delivery and billing address, the Customer may at this stage modify his Order and correct it;
- step 4 - verification of the Order: the Customer can at this stage modify his Order and correct it. The Customer is therefore required to check whether it corresponds to his expectations in terms of designation, price and quantity of Gift Vouchers and/or Tickets and/or Products.
- Step 5 - Placing of Order. To finalize his reservation, the Customer must tick the box relating to the acceptance of these general conditions which states "**By ticking this box, I acknowledge having read the General Terms and Conditions of services VOLER AVEC LES OISEAUX and I accept them**". Ticking the box will be deemed to have the same value as the Customer's handwritten signature.
- Step 6: The Customer will then have to click on the "**Switch to secure payment**" button. He will then be redirected to the payment interface to pay. He will then be able to choose his payment method and confirm his order through the "**Validate**" button.
- Step 7 - Order confirmation. After validation of the payment of the deposit for the Tickets or the amount of the Products or the selected Gift Voucher(s), the Order is sent by VAO in electronic format by sending a confirmation email to the address provided during registration which also includes the applicable GTC.

### **5.2. Telephone Orders**

The Customer may place an Order by contacting VAO by telephone.

Any Order placed by telephone will be considered as a distance sale. In all cases, the Order will be firm and final once VAO has received all the information requested as well as the payment of the deposit or price of the Order. Similarly, any Order placed by telephone implies for the Customer to have read and accepted these GTC.

## **6 FLIGHT ORDER CONFIRMATION**

The Customer must confirm his reservation before each Flight and the number of Passengers, by contacting VAO (by phone only):

- For Flights taking place in the morning: the day before the date of the Flight before 7 p.m.

- For Flights taking place in the afternoon: no later than the same day from 12:30 to 13:30.

In the absence of confirmation of the Flight within this period, VAO reserves the right to put the said Gift Vouchers and/or Tickets back on sale, without this constituting compensable damage for the Customer.

## 7 FLIGHT CONDITIONS

The Customer and registered Passengers undertake to comply with the following conditions:

- **For all Flights:** pregnant women cannot perform a Flight. Any recent surgery or specific contraindication must be reported prior to the Flight. Any disability must be reported as soon as contact is made with our structure. Minors must present an authorization from their legal representatives and one of his representatives must be present on the day of the Flight.
- **For hot air balloon Flights:** people under 1m30 are not allowed to perform the Flight. Any child under the age of 16 or any person with a physical or intellectual disability must be accompanied by an adult designated as his or her legal guardian. For safety reasons, the Passenger must weigh 150kg maximum. Between 110kg and 150kg, an additional payment of 75€ including VAT (classic hot air balloon flight), 105€ including VAT (hot air balloon flight with the birds) is applied. The hot air balloon Flight can only be maintained if a sufficient number of Passengers are present to carry out the experience. Passengers must be able to stand unassisted for at least 1h30. Any difficulty for the passenger to stand without assistance for at least 1h30, must be reported at the time of booking or as soon as it occurs before booking.
- **For ULM Flights:** children under 10 years old are not allowed to perform the Flight. The Passengers must have a maximum weight of 95kg. Passengers must be able to sit unassisted for at least 1 hour. Any difficulty for the Passenger to remain seated without assistance during this period must be reported at the time of booking or as soon as it occurs before booking.

Similarly, for security reasons, the Customer must imperatively transmit information relating to the height and weight of all Passengers.

The Customer and all Passengers undertake to comply with the instructions and guidelines relating to the conduct of the Flights and to adopt a respectful behavior of the animals and the places in which the Flights take place. The information on the conditions of the Flight will be specified to the Customer and may be modified on the day of the Flight depending on the weather conditions and / or the conditions of the animals:

- All Passengers must appear on the boarding list drawn up after the Flight confirmation.
- The Pilots are the sole masters on board and, as such, have authority over all Passengers. They may at any time disembark any person among the Passengers or any cargo that may present a danger to the Flight. They may interrupt the Flight at any time for safety reasons.
- Pilots may refuse to take on board any Passenger who does not present the appropriate physical or psychological conditions for the performance of the Flight.
- In the event that the behavior of a Passenger is likely to cause harm or present a danger to animals, aircraft, the Pilot, other Passengers or any person in general, the Pilot reserves the right to terminate the activity and exclude the Passenger from the Flight, without this measure constituting reparable damage for the Customer or Passengers concerned.
- Pilots may modify the routes of Flights at any time without this constituting compensable damage for Customers and/or Passengers.
- The Pilots of two-seater microlights freely choose the location of the Passenger. This location is determined according to the strength of the wind, the weight, the height of the passenger or any other criteria.
- During a ULM Flight with birds, the Passenger is not allowed to photograph or film the birds during the Flight.

The Customer is informed that the Flights are operated by the Pilots available on the day of the Flight and have no guarantee that the booked Flight will be carried out by Mr. MOULLEC in person.

## **8 LOSS AND THEFT OF GIFT VOUCHERS AND TICKETS**

Lost or falsified Gift Vouchers and/or Tickets cannot be exchanged or refunded. The Customer may not object to VAO in the event of loss or theft of a Gift Voucher and/or Ticket. The Customer will be considered solely responsible for any use he will be required to make of the Gift Voucher and/or Ticket issued to him at the time of the Order. In the event of a no-show by the Customer or Passengers on the day and time of the Flight, the Gift Voucher and/or Ticket will automatically lose its validity and will no longer be usable.

## **9 DELIVERY AND WARRANTY OF PRODUCTS**

### **9.1 Delivery of Products**

The Products are delivered to the delivery address indicated by the Customer within a maximum period of 30 working days for delivery in metropolitan France from the validation of the Order and the actual receipt of payment by VAO, except additional manufacturing time which will then be indicated before the Order. For any delivery outside metropolitan France, the deadlines will be indicated at the time of finalization of the Order and are based on the carriers' deadlines.

The transfer of risk on the Products takes place as soon as the Products are handed over by VAO or by the carrier to the Customer. No Product will be sent before full payment of the price.

The information communicated by the Customer when placing an Order binds him. Any error in the execution of the order due to erroneous or incomplete information entered by the Customer may in no case be attributable to VAO. Additional costs resulting from the Customer's errors will be borne exclusively by the latter.

### **9.2 Receipt of Products**

The Customer must check upon receipt of the Products, the conformity of the Products delivered to the Products ordered and the absence of apparent defect.

Without prejudice to the time available to the Customer under his right of withdrawal provided for in Article L. 221-18 and following of the French Consumer Code, it is the Customer's responsibility to check the package upon arrival of the Order and to make any reservations and justified claims to VAO, or even to refuse the package if it is likely to have been opened or if it bears obvious traces of deterioration.

Notwithstanding the foregoing, the Customer is the beneficiary of the legal guarantee and hidden defects under the conditions set out in Article 9.4.

### **9.3. Late delivery**

For Orders that have not been delivered within the period indicated, for a reason other than a case of force majeure or attributable to the Customer, the Customer will, if he wishes, have the possibility to cancel his Order in accordance with Articles L. 216-1 and following of the French Consumer Code.

### **9.4 Legal guarantee of conformity and hidden defects of the Products**

In the event of a lack of conformity or hidden defect found and/or appeared after delivery, the Customer must notify it without delay by registered letter with acknowledgment of receipt including his order number, invoice number, first and last names, the date of purchase and a description of the non-conformity and/or hidden defect. VAO does not accept any return of a Product without prior and express acknowledgement of receipt of the

complaint or reservation made. The Customer will return the Products, accompanied imperatively by the delivery note. Any costs of returning defective or non-compliant Products will be borne by VAO.

**The conditions of legal guarantees (conformity and hidden defects) are recalled below:**

It is recalled that the Customer benefits from the legal guarantee of conformity mentioned in Articles L.217-4 to L.217-13 of the French Consumer Code and that of defects of the thing sold under the conditions provided for in Articles 1641 to 1648 and 2232 of the French Civil Code.

- **The consumer has a period of two years from the delivery of the goods to obtain the implementation of the legal guarantee of conformity in the event of the appearance of a lack of conformity. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date of its appearance.**
- **'Where the contract for the sale of the goods provides for the supply of digital content or a digital service continuously for a period exceeding two years, the legal guarantee shall apply to that digital content or digital service throughout the period of supply provided. During that period, the consumer shall only be required to establish the existence of the lack of conformity affecting the digital content or digital service and not the date of its appearance.**
- **"The legal guarantee of conformity entails an obligation for the professional, if necessary, to provide all the updates necessary to maintain the conformity of the good.**
- **"The legal guarantee of conformity gives the consumer the right to repair or replacement of the goods within thirty days of his request, at no cost and without major inconvenience to him.**
- **"If the goods are repaired within the framework of the legal guarantee of conformity, the consumer benefits from a six-month extension of the initial guarantee.**
- **'If the consumer requests repair of the goods, but the seller requires the replacement, the legal guarantee of conformity shall be renewed for a period of two years from the date of replacement of the goods.**
- **'The consumer may obtain a reduction in the purchase price by retaining the goods or terminate the contract by being reimbursed in full against return of the goods, if:**
  - **"1 ° The professional refuses to repair or replace the property;**
  - **"2 ° The repair or replacement of the goods occurs after a period of thirty days;**
  - **"3 ° The repair or replacement of the goods causes a major inconvenience for the consumer, in particular when the consumer definitively bears the costs of taking back or removing the non-conforming goods, or if he bears the costs of installing the repaired or replacement goods;**
  - **"4 ° The non-conformity of the good persists despite the attempt of the Manufacturer to bring it into conformity remained unsuccessful.**
- **'The consumer shall also be entitled to a reduction in the price of the goods or to the termination of the contract where the lack of conformity is so serious that he justifies the immediate reduction in price or termination of the contract. The consumer is then not obliged to request the repair or replacement of the goods beforehand.**
- **"The consumer is not entitled to cancel the sale if the lack of conformity is minor.**
- **' Any period of immobilization of the good for its repair or its replacement suspends the guarantee which remained to run until the delivery of the good restored.**
- **"The rights mentioned above result from the application of Articles L.217-1 to L. 217-32 of the French Consumer Code.**
- **"The seller who obstructs in bad faith the implementation of the legal guarantee of conformity incurs a civil fine of up to 300,000 euros, which can be increased to 10% of the average annual turnover ([Article L.241-5 of the French Consumer Code](#))**

- "The consumer also benefits from the legal guarantee against hidden defects pursuant to [Articles 1641 to 1649 of the French Civil Code](#), for a period of two years from the discovery of the defect. This guarantee entitles you to a price reduction if the property is kept or to a full refund against return of the property. »

## **10 CANCELLATION OR MODIFICATION OF AN ORDER**

### **10.1. Modification or cancellation of the Flight by VAO**

VAO may, at any time, for safety reasons or due to weather conditions or in any case of Force Majeure, change the day, time, place of take-off and change Aircraft. As these changes are essential for the completion of the Flight, VAO cannot be held liable or constitute compensable damage for the Customer and/or Passengers.

VAO may cancel a Flight at any time, including at the scheduled location and day of the Flight, for any legitimate reason and/or force majeure. In particular, legitimate reasons for cancellation of a Flight (the assessment of which is the responsibility of the Pilot and/or VAO) include: bad weather conditions, safety conditions, non-compliance with the Flight conditions indicated in Article 7, lack of a sufficient number of Passengers, changes in applicable regulations or legislation. In this case, the Customer may be offered (at VAO's choice), unless otherwise stipulated:

- benefit from a cancellation and refund of the price paid during the Order (excluding Gift vouchers ).
- or be offered a price Flight equivalent to a date defined between the Parties.

In any event, VAO cannot be held liable for any cancellation or modification of the Flight initially booked, due to the reasons invoked under this clause. No refund of costs incurred by the Customer - other than those of the price of the Order will be refunded (if canceled), such as accommodation, catering, travel expenses.

### **10.2. Modification of the Order by the Customer**

#### **10.2.1. Request to postpone or cancel a Flight (excluding Gift Vouchers)**

Any request to postpone or cancel a Flight must be made in writing or by telephone confirmed in writing within a maximum of 72 hours before the scheduled date of the Flight. Any request received by VAO after this period will not be taken into account: no postponement will be accepted and no cancellation and refund will be possible. The sums paid to the Order will be retained by VAO as compensation.

When the postponement request is compliant and accepted by VAO, another Flight date will be proposed to the Customer. If no date is suitable within twelve (12) months of the request for postponement, then the Order will be cancelled under the conditions set out in this article. Postponement is only possible once.

When the cancellation request is compliant and accepted by VAO, the Customer will be refunded the amount of the Flight paid for when placing the Order, to the exclusion of any other expense.

Otherwise, the Flight will be considered as completed and not subject to postponement, cancellation and/or refund.

#### **10.2.2. Cancellation of an Order for Products**

Notwithstanding the right of withdrawal in the case of online sales, no cancellation or modification of the Order of Products is possible from the moment the Order is firm and final.

#### **10.2.3. Postponement of the validity of a Gift voucher**

Gift Vouchers are neither cancellable nor refundable but may be used by another Passenger at the Customer's choice, after informing VAO. However, it is possible to extend the validity period of the Gift Voucher by an additional twelve (12) months. The new validity date of the Gift Voucher corresponds to the original expiry date of the first Gift Voucher, plus one year. The extension of validity of the Gift Voucher has a cost of 25 € TTC per Passenger. The last deadline to extend your gift ticket is one (1) month after the end date of validity of the 1st year of the Gift Voucher. Beyond these deadlines, it is no longer possible to extend or use your Gift Voucher. After receipt of the payment of 25 euros, an email confirming the extension of the Gift Voucher will be sent to the Customer. The new Gift Voucher issued will be sent by email to the Customer and will have the same number as the initial Gift Voucher but with the new validity date.

## **11 PRICE**

The prices of Gift Vouchers, Tickets are indicated in euros all taxes included.

The prices of Gift Vouchers and Tickets include the amount of transport liability insurance as well as the organization of the Flight, excluding accommodation, catering and transport costs to the meeting place for the departure of the Flight. Prices may also be modified at any time by VAO.

The prices of the Products are indicated in euros all taxes included excluding delivery costs and customs fees, if applicable. These costs depend on the delivery method chosen and the place of delivery.

The prices invoiced are those of the rates in force on the Websites or on site at the time of the final validation of the Order.

## **12 PAYMENT**

Any payment is made in cash at the time of the Order on the Website, by phone or directly on our sites.

The payment of Gift Vouchers / Tickets / Products can be made by bank transfer, secure transaction by credit card (CB, VISA, MasterCard, Eurocard), holiday vouchers or cash. The Customer guarantees that he is fully entitled to use the means of payment he uses and that these means of payment give access to sufficient funds to cover the costs of the Order. The Customer must imperatively indicate the reference of his Order when paying. Payments (other than by credit card) must be sent and received by VAO within a maximum period of 10 days from the Order is placed. Checks and in particular holiday vouchers must be sent to VAO within this period, and before the starting date of the Stay.

### **12.1 Payment by credit card**

The banking information relating to the Customer (credit card number and validity date) is encrypted and then processed by our financial partner (hereinafter defined as "**the Payment Institution**"). The Payment Institution is solely responsible for the processing of personal banking data entered by the Customer relating to means of payment.

The Customer guarantees that he is fully entitled to use the bank card he uses and that this bank card gives access to sufficient funds to cover the costs of the order and undertakes to communicate to the Payment Institution accurate information. VAO cannot be held responsible for an order registered and paid for using information owned by the Customer held by a third party.

### **12.2 Payment by bank transfer**

All payments by bank transfer must be made to VAO's bank account, the details of which are reproduced below:



## BANK IDENTITY STATEMENT

Holder

**VOLER AVEC LES OISEAUX**

Domiciliation

**SG AURILLAC**

**(00190) 7 B PL**

**DU SQUARE**

**15000 AURILLAC**

Bank reference

Bank code	Sort code	Account No.	RIB Key
<b>30003</b>	<b>00190</b>	<b>0002048224</b> <b>0</b>	<b>73</b>

IBAN : **FR76 3000 3001 9000 0204 8224 073**

BIC-SWIFT ADDRESS: **SOGEFRPP**

### 12.3 Cash payment

The Customer can also pay in cash. In this case, the Customer is informed that VAO can only accept cash payment for any invoice of an amount less than or equal to one thousand euros (€ 1,000). The Customer is reminded that it is up to him to pay the exact amount and that VAO is not obliged to accept a payment consisting of more than fifty (50) coins.

The Customer is informed that VAO's commitments will only begin upon receipt of the full amount and that therefore cash payment for an online order may delay the final validation date of the Order.

### 12.4 Payment in three instalments free of charge

This method of payment is exclusively reserved for the purchase of Gift Vouchers made by Customers who are natural persons, on our Website, whose billing address is located in metropolitan France, paid by credit cards (Visa / MasterCard) or by checks or holiday vouchers. This service is offered after validation of the basket by the Customer without charge, without supporting documents or specific formalities or acceptance period.

Payment will be accepted only under the following cumulative conditions (met on the day of the Order):

- The maximum duration between the first and last payment must not exceed a total duration of 3 months;
- In the case of payment by credit card: the Customer's bank account must be funded with the amount of the first due date;
- The expiry date of the Customer's credit card or holiday voucher must be higher than the date of your last monthly payment, i.e. 90 days after the date of Order.

## 13 RIGHT OF WITHDRAWAL

### 13.1. No right of withdrawal for Gift Vouchers and Tickets

In accordance with article L.221-28 12° of the French Consumer Code, the right of withdrawal does not apply to *"the supply of accommodation services, other than residential accommodation, goods transport services, car rental, catering or leisure activities that must be provided on a specific date or period"* (English translation). The Customer therefore has no right of withdrawal for the Flight services offered and sold by VAO.

In any event, and in accordance with Article L.221-2 of the French Consumer Code, as a passenger transport service provider, VAO is not subject to the applicable regulations regarding distance contracts and the right of withdrawal.

## **13.2. Right of withdrawal for Products**

### **13.2.1 How to exercise the right of withdrawal**

Within the meaning of article L.221-1 of the French Consumer Code, a "distance contract" is any contract concluded between VAO and a Customer, within the framework of an organised system of distance sales or provision of services, without the simultaneous physical presence of the professional and the consumer, by the exclusive use of one or more distance communication techniques (telephone, fax, internet) until the conclusion of the Order.

In accordance with the provisions of Articles L.221-1 and L.221-28 and following of the French Consumer Code, when the sale is made through the Websites, the Customer has the right to withdraw from the Contract without giving any reason within fourteen (14) days. This right may be exercised by the Customer upon conclusion of the Agreement and shall expire fourteen (14) days following the day on which the Customer, or another person other than the carrier and designated by the Customer, receives the Products. If the fourteen (14) day period expires on a Saturday, Sunday or a public holiday or non-working day, it is extended until the next working day.

In the case of an Order for several Products delivered separately or in the case of an Order for a Product composed of multiple lots or pieces whose delivery is staggered over a defined period, the period runs from receipt of the last good or batch of the last piece.

To exercise this right of withdrawal from the contract concluded with VAO, the Customer must notify VAO by email ([courrier@volaraveclesoiseaux.com](mailto:courrier@volaraveclesoiseaux.com)) or by post (postal address mentioned in the heading of the GTC) of his decision to withdraw by means of an unambiguous statement (e.g. letter sent by post or e-mail). The Customer may use the withdrawal form proposed by VAO and found in the appendix (but this is not mandatory).

For the withdrawal period to be respected, it is sufficient for the Customer to transmit his intention to withdraw before the expiry of the withdrawal period.

### **13.2.2. Effects of withdrawal**

In the event of a valid withdrawal by the Customer, VAO undertakes to refund all sums already paid, without undue delay and at the latest within fourteen (14) days from the date on which VAO is informed of the Customer's decision to withdraw, it being specified that VAO reserves the right to defer the refund until receipt of the Products (if they were delivered before the end of the withdrawal period) or until the Customer has provided proof of shipment of the Products, the date chosen being that of the first of these facts.

If delivery costs have been incurred by the Customer, the refund includes delivery costs, with the exception of additional costs arising from the Customer's choice of a delivery method that is more expensive than the standard delivery method offered by VAO. The return costs will be borne by the Customer.

The refund will be made using the same means of payment as that used by the Customer for the initial order, unless expressly agreed otherwise by the latter and provided that this refund does not incur any costs for the Customer.

The Customer must return or return the goods to VAO without undue delay and, in any event, no later than fourteen (14) days after he has communicated to VAO his decision to withdraw from the sales order. This period is deemed to have been respected if the Customer returns the goods before the expiry of the fourteen (14) day period.

The Customer must bear the direct costs of returning the Product. The Products must be returned in their original packaging and in the same packaging as that used during the shipment or any other packaging or packaging adapted to the Products.

The Customer is only liable for the depreciation of the goods resulting from manipulations other than those necessary to establish the nature, characteristics and proper functioning of this good.

## **14 HOW TO MANAGE ONLINE REVIEWS**

Customers can post online reviews under the various services offered by VAO on the Websites. The Customer undertakes not to publish on the Websites content contrary to the laws and regulations in force.

In particular, it is prohibited:

- to disseminate information contrary to public order or morality;
- publish information of a commercial, advertising or propaganda nature for tobacco, alcohol, or any other regulated substance, product or service;
- to disseminate content that violates the personality rights of third parties or is defamatory, degrading, abusive, obscene, pornographic, offensive, violent or incites discrimination, political, racist, xenophobic, sexist or homophobic violence;
- to publish information that contravenes the legislation on the protection of personal data allowing the identification of natural persons without their consent, in particular their surname, postal and/or electronic address, telephone, photograph, sound or audiovisual recording;

The Customer acknowledges in all circumstances that VAO may be required, *a posteriori*, to randomly check the content of the opinions submitted. In addition to the above requirements, VAO reserves the right to withdraw reviews:

- containing personal information (phone numbers, email addresses, full name, etc. ) ;
- which are not related to the Product or the Flight service or its characteristics;
- written in a foreign language (other than French, English, German, Italian, Spanish or Dutch) or for which they are proven to be unintelligible;
- containing a hypertext link redirecting Customers to another website;

The Customer remains liable for the opinions published and undertakes to indemnify VAO for any breach hereunder.

## **15 INSURANCE**

The Customer is informed that VAO holds professional liability insurance, and that the Pilots have the authorizations or diplomas allowing them to carry out their activities.

**Balloon insurance** : VAO is insured according to European regulations (785/2004) with AIG Europe under contract number 550860.

**ULM insurance** : VAO is insured according to European regulations (785/2004) with SAAM Verspieren under contract number 14 007 234.

## **16 CLAIMS**

The Customer may send any complaint by phone (04.71.62.39.02) or by email (courrier@volaraveclesoiseaux.com) or by registered letter with acknowledgment of receipt (Caluche – 15130 Saint Simon). The complaint must specify the reason for the complaint, the date and the reference of the Order.

## **17 FORCE MAJEURE**

VAO cannot be held responsible for the non-performance of the Contract concluded in the event of force majeure, namely in particular in the event of a strike, in particular of postal services and means of transport and/or communications, flood, fire, or any adverse weather conditions, legislation or emergency decision, containment measures, requisition, cutting off of telecommunications, epidemics and pandemics, including Covid 19 whose duration, extent and measures taken are irresistible, external and unpredictable, natural disasters, drought, interruption of communication routes, energy shortage, national or international conflicts, including the war in Ukraine and also any environmental or any regulation of any kind having an impact on the performance of services, or any other cause beyond the control of either Party.

## **18 LIABILITY**

The equipment (computer, smartphones, tablets, software, means of telecommunications, etc.) allowing access to the Websites and/or Orders by phone are the sole responsibility of the Customers, as well as the telecommunication costs incurred by their use.

Customers acknowledge and accept that no one can guarantee the proper functioning of the Internet as a whole. In the event of impossibility of access or malfunction of the Website(s), due in particular to technical problems or problems of any kind, Customers may not claim damage and may not claim any compensation.

VAO is not liable for any cancellation, interruption or postponement of a Flight, in particular:

- in the event of adverse weather conditions or conditions not conducive to Flights
- in the event of dangerous behaviour by the Customer or a Passenger
- in the event of failure to confirm the Flight by the Customer under the conditions provided for in these GTC
- in the event of incorrect information provided by the Customer or a Passenger during the Flight.

## **19 INTELLECTUAL PROPERTY**

The Websites are the property of VAO or lawfully operated by it.

All rights relating to the Websites and Products (in particular but not limited to intellectual property rights on texts, literary and artistic creations, graphic – including photographs – and audiovisual, computer developments, HTML developments and other intellectual works and, more generally, all creations likely to be protected by intellectual property law such as images, logos, formatting, graphic charter, structure, ergonomics, color codes, typography, fonts, basic graphic elements, graphic organization of screens, layout, page backgrounds, visual identity of the Websites, sound elements or trademarks), the overall concept of VAO's activity and their original and innovative character belong to VAO or are regularly used by it, without any limitation.

In the same way, Gift Vouchers, Tickets and Products marketed by VAO are or may be protected by intellectual property rights (literary and artistic property, designs and models or trademarks). These intellectual property rights, independent of the medium, are and remain the intellectual property of VAO or are regularly exploited by the latter.

The Customer acknowledges that he has no intellectual property rights or license to the Gift Vouchers, Tickets and Products and is prohibited from reproducing, representing or marketing them.

Any imitation or reproduction in whole or in part of the aforementioned rights, on any medium whatsoever, is strictly prohibited. The reproduction or use of the elements contained in the Website may be subject to prosecution.

## **20 IMAGE RIGHTS AUTHORIZATION**

The Customer and the Passengers are informed of the fact that all Flights are filmed for safety reasons on the one hand and in order, on the other hand, to allow them to benefit from the images of the Flights if they wish.

If the Customer and/or Passengers refuse to be filmed, they must report it before take-off.

The Customer and any Passenger undertake to conclude the image rights authorization provided by VAO, before any Flight, free of charge and for a period of 20 years renewable for a period of 20 years, unless notice of termination is given to VAO in writing 3 months before the end of the term.

The shots taken will be used exclusively within the framework of VAO's internal and external communication, national and international, for the purposes of its commercial, promotional or public information on its activities.

The Customer and Passengers acknowledge that:

- the photographs, videos and recordings made are the exclusive property of VAO for the durations and supports in this act.
- VAO shall have complete freedom in the choice of images, editing and possible cuts of videos, photographs and any recording subject hereof.
- this authorization is given without financial compensation and they therefore waive the right to claim from VAO and any third party authorized by it any remuneration or compensation for the exploitation of their image under the conditions defined herein.

In the event of purchase of the videos of the Flights, the Customer is not entitled to broadcast the video outside the strictly family context and in particular he is prohibited from reproducing the video on social networks under penalty of prosecution for infringement of VAO's rights.

## **21 PERSONAL DATA**

As part of the Contract, VAO undertakes to comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable from 25 May 2018 ("General Data Protection Regulation"), but also the French law "informatique et libertés" No. 78-17 of 6 January 1978 as duly amended ("Data Protection Act") and together ("Personal Data Regulation").

Personal data (in particular surname, first name, age, weight, height, postal address, delivery address, e-mail address, telephone number of the Customer and/or Passengers) are collected by VAO as data controller for the purpose of setting up and executing the contract and its follow-up (order, invoice, delivery, commercial guarantee) as well as for sending news about VAO and its Gift Vouchers and/or new products or services (legitimate interest in optimizing VAO's services). Failure to provide the above data shall result in the impossibility of executing the Contract or a delay in the execution of the Contract.

VAO may also use personal data to promote the services and products offered by VAO, in particular through newsletters. The Customer has, at any time, the possibility to oppose free of charge to commercial prospecting by clicking on the link provided for this purpose in the email and / or SMS / MMS sending the prospecting or by sending an email to the following address: [courrier@voleraveclesoiseaux.com](mailto:courrier@voleraveclesoiseaux.com).

This data may be transmitted to VAO's authorized services, as well as to our service providers or subcontractors carrying out, on our behalf, part of the execution of the Contract (such as the transport or delivery of the products ordered, the host of our Websites, our accounting and consulting service providers) and/or the implementation of commercial prospecting operations, and in the event of restructuring to all potential auditors, purchasers/investors of VAO if applicable.

The personal data collected is not subject to any transfer abroad. These data are kept for the time necessary for the proper administration and execution of the Contract as well as for the management of orders and invoices and commercial guarantees.

The Customer and Passengers have a right of access, opposition, interrogation, rectification, erasure, limitation to processing and a right to portability of data concerning him, as well as a right to define general and specific guidelines defining the way in which he intends to exercise, after his death, these rights. When the processing is based on his consent, he also has the possibility to withdraw his consent at any time. This withdrawal of consent will only have effect for the future. The Customer and Passengers also have the right to lodge a complaint with the CNIL: <https://www.cnil.fr/fr/plaintes>. No automated decisions are made on the basis of the personal data provided.

For any further information and/or exercise of his rights, the Customer may contact VAO by post or email (the contact details appearing at the head of these GTC).

## **22 OPPOSITION TO TELEPHONE SOLICITATION**

All consumers are informed that they have the possibility to register on the BLOCTEL telephone solicitation opposition list accessible at the following link: [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr) in order to no longer be solicited by telephone. Any Customer has the opportunity to register free of charge on this list on the <https://conso.bloctel.fr/index.php/inscription.php> website.

## **23 INVALIDITY OF A CLAUSE**

If any of the provisions of this Contract are cancelled, this nullity will not entail the nullity of the other provisions of the Contract which will remain in force between the Parties.

The other stipulations will remain valid and the invalid stipulations will be replaced by a valid stipulation that comes as close as possible to the spirit of the null stipulation.

## **24 APPLICABLE LAW AND LITIGATION**

These GTC and the contractual relations resulting from them are governed exclusively by French law.

In the event of a complaint or dispute, the Customer must contact VAO and send it his comments and/or complaints. In the absence of a solution suitable for the Customer, the latter may, if he wishes, in accordance with articles L.611-1 and following of the French Consumer Code, have recourse to a consumer mediator. In this case, the Customer may contact the consumer mediator to whom VAO belongs:

To refer the matter to the mediator, the consumer must make his request:

– Either in writing to:

Sas Mediation Solution

222 chemin de la bergerie

01800 Saint Jean de Niost

Phone: 04 82 53 93 06

– Either by email to: [contact@sasmediationsolution-conso.fr](mailto:contact@sasmediationsolution-conso.fr)

– Either by completing the online form entitled "Saisir le médiateur" on the website <https://www.sasmediationsolution-conso.fr>

Regardless of the means of referral used, the request must contain:

– The postal, telephone and electronic contact details of the applicant,

– The name and address and registration number at Sas Médiation Solution, of the professional concerned,

– A brief statement of the facts. The consumer will tell the mediator what he expects from this mediation and why,

– Copy of the prior complaint,

– all documents allowing the examination of the request (purchase order, invoice, proof of payment, etc.)

This establishment has designated, by membership registered under number CS001372/2008 SAS Médiation Solution as a consumer mediation entity.

A dispute cannot be examined by the consumer mediator when:

- The Customer does not justify having previously attempted to resolve his dispute directly with VAO by means of a written complaint including the following elements (order validation, invoice, a precise and detailed description of the complaint);
- The request is manifestly unfounded or abusive;
- The dispute has been previously examined or is being examined by another mediator or by a court;
- The Customer has submitted his request to the mediator within a period of more than one year from his written complaint to the professional;
- The dispute does not fall within its jurisdiction.

The Customer must inform VAO of this request without delay.

In addition, the European Commission also provides consumers with an online dispute resolution platform, which the Customer would have with VAO, which the consumer can access directly by clicking on the link: <http://ec.europa.eu/consumers/odr/>.

**APPENDIX 1: DETACHABLE FORM - WITHDRAWAL RIGHT FOR PRODUCTS**

**WITHDRAWAL FORM - CANCELLATION OF THE SALE OF PRODUCTS**

**(French Consumer Code: Articles L. 221-18 to L. 221-28 and R. 221-1)**

*(Please complete and return this form only if you wish to withdraw from the Contract **regarding the sale of Products only**)*

**For the attention of: The Company VOLER AVEC LES OISEAUX** Phone : 04.71.62.39.02

Email : [courrier@voleraveclesoiseaux.com](mailto:courrier@voleraveclesoiseaux.com)

I/we (\*) hereby notify you of my/our (\*) decision to withdraw from the Contract concerning the sale of the following products:

Description of the product(s):

Order Number: \_\_\_\_\_

Other (\*): \_\_\_\_\_

**Name of consumer(s):**

**Address of consumer(s):**

\_\_\_\_\_

Signature of consumer(s)

Date : \_\_\_\_\_

*(Only in case of notification of this form on paper)*

*\*cross out what does not apply*