

# GENERAL TERMS AND CONDITIONS

## OF SALE AND USE OF THE WEBSITE OF WAY OPTION

Welcome to the website of Option Way! Before using our website, you must read the General Terms and Conditions of use of the website of Option Way (hereinafter the Website). In case of a commercial partnership, the name of the Option Way's partner is clearly displayed on the Website in partnership followed by "powered by Option Way", and the General Terms and Conditions of use of Option Way are also applied.

These terms and conditions of sale and use (the General Terms and Conditions) govern your contractual relations with Option Way on any of the uses of our web site, either search for information on flights, compare flights, book flights, and subscribe to a travel insurance or any product or service in relation with the flights. However, for searching and booking hotels and cars' rentals, Option Way transfers the users to the websites of Booking.com and Rentalcars.com, who apply their own terms and conditions of sale and use of their websites.

The General Terms and Conditions and all contractual information referred to on the website are written in several languages, and available to all users directly on the Website. The French version of these documents shall always prevail to the documents translated in other languages.

By using this Website, you acknowledge having read and accepted expressly and unreservedly, these General Terms and Conditions.

By booking flight tickets, you state that you are of age and have the legal capacity to enter into this contract.

### **1. Our company**

The terms "Option Way", "we" or "us" refer to the company operating the website optionway.com. Option Way is a corporation registered in the Commercial Register of Grasse under number 752 774 521, whose registered office is located at Parc Haute Technologie, Font de l'Orme, avenue Maurice Donat, 06250 Mougins Sophia-Antipolis. The term "you" refers to any user of the Website or any buyer or traveler.

Option Way is an online travel agency registered within Atout France (No. IM006130009) and accredited by the International Air Transport Association (IATA). Option Way is a member of the Professional Association of Tourism Solidarity (APST) and of Entreprises du Voyage (EDV). Option Way has subscribed a professional liability insurance with the insurance company Generali.

The main activity of Option Way is the sale of flight tickets. For this activity, Option Way acts as an intermediary between the air carrier and the customer (traveler). Option Way acts in the name and on behalf of the travelers towards the airlines. The responsibility of Option Way is limited to an obligation of information and to the delivery of the flight tickets (article R 322-4 of the French code of civil air transportation). Acting as a travel agency in France, Option Way is subject to the regime defined by the article L.211-17—3 of the French tourism code and its responsibility cannot be engaged instead of the responsibility of the air carrier who is liable for the transportation of the passengers and luggages.

To contact us you can use the online form available on the website. You can also send an email to the following address: [contact@optionway.com](mailto:contact@optionway.com), or at the following mailing address: Option Way, Parc Haute Technologie, Font de l'Orme, avenue Maurice Donat, 06250 Mougins Sophia-Antipolis.

## **2. Access to the website**

Option Way updates the website regularly, and may change the content at any time. If necessary, Option Way reserves the right, in its sole discretion, to terminate access to the website, or close it indefinitely.

You agree to use the Website only for personal use or on behalf of those for which you have authorization to act. In the case you book the flight tickets on the Website and resell them to a third party, you agree to cope with the consequences of the sale and post-sale between you and the third party, as Option Way manages only the relationships with the buyer of the flight tickets.

You agree to not use this site for any unlawful or prohibited purpose. Option Way reserves the right at any time and without notice to deny access to the Site of any users, in case of doubt over an abusive use of it.

## **3. Your account**

You have the possibility to create an account by filling in the registration form. You declare that all information provided on this Site is true, complete and accurate, and you agree to update it.

When creating your account, your user name is your email address. You agree to provide Option Way with a valid email. In case of a change of email address, you agree to provide your new address to Option Way.

When you choose, or you are provided with a user identification code, password or any other information as part of our security procedures, you must keep such information confidential, and in no event shall transfer it to third parties.

You should periodically change the password you defined. The user's account includes personal data indicated by the user, who commits to the accuracy and veracity of this information. You can modify your personal data at any time directly on the website by accessing your user account.

We draw your attention to the fact Option Way exclusively sells electronic tickets. All air tickets purchased on our website, are sent by email as an electronic ticket. Each user agrees to provide a valid email address

to use this Website and assumes responsibility to check the filters applied to their e-mail account (especially with regards to junk email or spam filters) so that it may receive any email from Option Way.

#### **4. Book a flight**

The user is committed to fill in the correct information regarding the passengers' identity (first name/last name as stated on the official identity documents used for the travel) and certifies that he has the documents in compliance with the formalities for the country to travel, before booking a flight.

Through the website, you have the opportunity to purchase airline tickets by using our price comparison service, after stating the main criteria of the tickets you wish to purchase. These criteria include the origin, destination, departure and return dates as well as number of passengers, type of passengers (infant, child, adult), booking class and the number of pieces of luggage.

**We draw your attention to the fact that the age of the passengers to take into account during your search must be the one at the date of the last flight of your trip. Minor children cannot travel alone and must be accompanied by an adult, unless agreed by the airline with a special rate (unaccompanied child). The request to book flights for an unaccompanied child shall be done by contacting the customer service of Option Way.**

Option Way offers a list of flights that match your criteria. The airline ticket prices displayed on the website include the service fees charged by Option Way. If you need any luggage, the prices displayed include an estimation of the additional fees for these luggages in case they are in addition to the airfare. It is an estimation as the information is not always available at the time of the search.

Then you can select and book the flight ticket available at the time of your search. Regarding its flight ticket booking's service, Option Way acts, as a transparent intermediary, in the name and on behalf of the travelers towards the airlines.

You must specify the personal information of each passenger for the selected tickets. We draw your attention to the fact that this information will be used to issue electronic tickets. **Any error or mistake regarding the identity of the passengers (gender, names, surnames, date of birth, passport information, email, phone number...) or other essential information are under the sole responsibility of the buyer. In particular, we draw your attention on the fact that the last name and the first name shall be the ones as displayed on your identity documents, without the wording or the related name for "usage", "wife", "widow" or any other specific wording. Option Way will not be responsible for this kind of error that could generate important penalties for the buyer.**

**We draw your attention on the fact that, due to the fluctuation of the prices of airline tickets, the price of your quote at the time of the search results may change at any time.** Option Way checks the prices of selected tickets and alerts you if a change occurs. The final price is the one agreed and confirmed by the payment of the price and by the email of the booking confirmation you receive.

After having validated the purchase of one or more flight tickets on our website, you will receive a booking confirmation email. After this, you will receive your electronic ticket (e-ticket) by email, as well as the invoice if you have requested one. Please note that the service of airfare optimization, named “smart purchase”, is not offered anymore on the Website.

In some exceptional cases, Option Way can be in the incapacity to confirm the booking you made because of a problem of availability or prices that have not been updated by our Global Distribution System. In this case, Option Way will provide its best efforts to confirm the requested booking to the buyer within 48 hours. If the booking cannot be confirmed, Option Way informs the buyer and proceeds to the total refund of the purchase to the buyer. If the booking can be confirmed but with an increase of the price, the buyer can agree with this new price by paying the difference, or otherwise he can ask for the cancellation of the booking and the total refund of the paid price, before the flight ticketing date.

All the flight tickets booked on our Website are non-refundable and cannot be modified, except if the flight tickets conditions set by the airlines are more favorable. Consequently, change, modification, cancellation and refund of airline tickets purchased on our site will depend on the specific rules of each airline ticket airfare. You understand and agree that you may not change, modify, cancel, or receive any refund, for the tickets purchased on our website.

## **5. Price and payment**

The prices listed on the website are understood to be in euros and the equivalent in some foreign currencies can also be shown. All the payments are done in euros on the Website. These prices include all taxes, surcharges and service fees for booking and ticketing. The total amount payable by the user is displayed on the last page before paying the flight ticket. This price includes the applicable fees (service fees, additional luggage fees...) and insurance fees when the user has chosen to purchase an insurance, or any other services or products in relation with the flights.

Option Way prices are contractual rates. Therefore any dispute over the price cannot be taken into account once you have done the purchase of the airline tickets. The total price is due in full in order to confirm the flight booking.

Please note that our Website is located in France. The foreign credit card holders who process a payment on our Website might be charged with several additional fees by their banks.

Payment is due immediately, and only through credit cards accepted on our website (national credit card, Visa, Mastercard, and American Express). No means of payment other than those listed on our Website will be accepted, except for the French “Chèques vacances” for which a specific procedure is explained on the Website. Option Way is not responsible in any way for mailed paid media (including checks or cash).

Payment is made through the user interface of an online payment company, accredited for remote payments. Payment authorizations made through the user interface are guaranteed with user verification procedures (3D Secure). The data is encoded and sent to the online payment company’s server through a

secure session. Option Way has not, at any time, access to your credit card number and therefore cannot store it.

In case of any doubt about a fraud on the payment card, Option Way could cancel the transaction and the booking.

## **6. Fees**

The price of airline tickets on the website includes booking fees, which correspond to the remuneration of the search service, reservation and ticketing services from Option Way. Booking fees are clearly shown in the price details of each flight on the website. These booking fees are non-refundable.

In case the purchase is done offline and not on the Website, through the customer service by e-mail or by phone, the service fees are equal to 25€ per passenger per ticket for the Economy class and 50€ per passenger per ticket for other cabin class.

For any change, modification, or cancellation of flights, Option Way acts as an agent of the airlines, and applies the airfare conditions set by the airlines for each flight ticket as well as the specific commercial decision decided by the airlines. In case of “no-show” (ticket unused) and flights non-refundable, only the refundable part of the flight ticket taxes could be refunded.

If the airfare conditions allow any change, modification, or cancellation, any request to change, modify or cancel the flight tickets shall be submitted to additional service fees of 25€ per change per passenger (modification or cancellation) per air leg<sup>1</sup> (maximum of 50€ per passenger), in addition to penalties due to the airline. Nevertheless, in case of cancellation of the flights, the service fee shall not exceed 20% of the amount refunded.

In application of the article L. 224-66 of the French consumer code, the service fees are not charged in case of no-show (ticket unused) if the customer has made a request for refund of the refundable part of the taxes of its flight ticket by contacting the customer service of Option Way by email at [contact@optionway.com](mailto:contact@optionway.com)

les frais ne sont pas appliqués pour les cas de vol non utilisé (no-show) lorsque le voyageur a explicitement demandé le remboursement de la partie remboursable des taxes des billets d’avion auprès du service client d’Option Way par email à [contact@optionway.com](mailto:contact@optionway.com) .

Any request for an additional paying service (as additional luggage, seat or meal reservation for example) shall be submitted to additional service fees of 25€ per service per passenger and per segment.

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<sup>1</sup> An « air leg » is a one way for air transportation and can include several consecutive flights in case of stops. A round-trip includes 2 air legs (outbound and inbound).

## **7. Travel Insurance**

Option Way recommends that you subscribe to an travel insurance when you buy a ticket to protect you against certain risks before or during the trip, including the economic impact of certain cases of cancellation or special risks, such as medical expenses or repatriation in the case of accident or illness.

To this end, Option Way offers two insurance policies covering risks associated with the trip. Option Way has chosen the travel insurances distributed by Presence Assistance Tourisme. The sale prices of the travel insurances are clearly indicated on the website when the user wants to purchase its flight tickets and before the payment. The terms and conditions of insurance contracts can be found on our website.

When the user chooses a travel insurance on our website, the subscription is processed with the insurance company, on the day of the booking.

Option Way is not an insurance company, the insurer is only liable in connection with the underwriting and conditions of the insurance contract, the user has a direct contractual relationship with the insurer whose terms and conditions apply.

**For any question or query regarding the travel insurances, you understand and you agree to contact directly and without delay the insurance company.**

## **8. Issuing of electronic tickets**

Our obligation to issue electronic tickets is subject to the condition that the payment is well done in its entirety.

All tickets sold on our site are electronic tickets. The electronic ticket is an immaterial ticket format. Option Way will send you a confirmation email with your booking number. You will not receive tickets printed on paper.

Each airline has its own rules for electronic ticketing. Some airlines may ask for your reservation number and / or email confirmation as proof of your booking. Therefore, you should print the booking confirmation email and the electronic tickets.

We strongly advise you to proceed to your boarding online on the website of the airline several days before your departure in order to obtain your boarding pass that you have to bring with you at the airport. Some airlines, mainly low-costs, can ask you to pay significant fees in case you have not performed your boarding online or if you don't have your boarding pass with you at the departure. Option Way is not responsible for any costs or fees that airlines would ask you to pay if you have not your boarding pass.

Option Way considers that the information you provided is accurate and is not responsible for non-receipt of your e-ticket due to an incorrect email address or configuring your spam filter. You must notify us immediately if you change your email address or telephone number.

You should also check that the name on your identity document matches the name on the booking confirmation and your electronic flight ticket. Option Way is not responsible if users have submitted incorrect data or information when purchasing airline tickets.

Very exceptionally, due to ticketing constraints beyond our control, Option Way may be unable to transmit the information relating the purchase of the flight ticket to the airline company on time to successfully make the booking. If this happens, we will try to notify you within 48 hours and proceed to a full refund of your money, or find an alternative. If you choose a more expensive solution than your initial booking, you agree to pay the difference.

When booking a ticket on our website, you can enter the details of your frequent flyer program of your regular airline. We draw your attention on the fact that each of these loyalty programs are subject to the specific terms and conditions of the airline which runs them. These terms and conditions may restrict benefits to certain types or classes. You must facilitate all the information about the benefits you can get directly from the airline which runs the loyalty program. Option Way disclaims any responsibility for the application of these loyalty programs.

#### **9. Withdrawal, modification, cancellation, refund**

In accordance with paragraph 12 of Article L. 121-21-8 of the French Consumer Code (“Code de la consommation”), the right of withdrawal shall not apply to contracts for the provision of transport services to be provided on a date or a specified period. **You cannot claim any right of withdrawal for any purchase of airline tickets on our website.**

Option Way acts, as a transparent intermediary, in the name and on behalf of the travelers towards the airlines. Option Way proceeds to the purchase of the flight tickets in your name and your transport contract will be subject to the terms and conditions of the airline, in addition to the terms and conditions of Option Way. **We draw your attention on the fact that airlines are the only responsible of the transport contract, the responsibility of Option Way being limited only to issue and deliver the flight tickets. In particular, airlines can unilaterally modify the flight hours, or even cancel some flights, which is not under the responsibility of Option Way.**

All the flight tickets booked on our Website are non-refundable and cannot be modified, except if the flight tickets conditions set by the airlines are more favorable. Consequently, change, modification, cancellation and refund of conditions of airline tickets purchased on our site will depend on the specific rules of each airline ticket airfare. You understand and agree that you may not cancel or exchange tickets purchased on our website.

When a ticket has several flights involving different airfare rules, the more restrictive airfare rules apply. You should be aware of the most restrictive rules relevant to your booking by contacting the customer service of Option Way.

Failure to present to a flight departure can result in total cancellation of your ticket by the airline and therefore, the non-reimbursement of the ticket.

If the airfare conditions allow any change, modification, or cancellation, any request to change, modify or cancel the flight tickets shall be submitted to additional service fees, in addition to penalties due to the airline.

Please read the terms and conditions of the airline directly on their website. Also be sure to read the specific conditions of the airline fares, including the cost of change and cancellation of the ticket.

Regulation (EC) No 261/2004 common rules apply on compensation and assistance to passengers in case of denied boarding and of cancellation or long delays of flights, granting certain rights to passengers when a flight is delayed, canceled or boarding is denied to passengers, and in the case of booking class downgrade and over-booking. Depending on the situation, Regulation (EC) No 261/2004 provides for compensation, refund, reassignment or support to passengers.

The Regulation (EC) No 261/2004 applies to passengers on a flight departing from an airport located in the territory of the European Union and the airline passengers departing from an airport outside the territory of the European Union to an airport in the European Union, provided that the service be carried out by an EU airline.

#### **10. Contribution to financing environmental projects**

As part of booking flights, Option Way offers you the opportunity to participate in the financing of environmental projects to fight against global warming. This is a voluntary financial contribution from travelers, without tax advantage, nor any right of ownership or representation within the projects. The contribution is collected by Option Way and transferred to the project selected by the traveler. Then, in the event of a voluntary or involuntary cancellation of the flights' booking, the contribution paid will be refunded to the traveler.

For information, Option Way indicates the quantity of CO<sub>2</sub>e sequestered or avoided corresponding to the amount of the contribution chosen by the traveler. You understand that this is an estimate linked to the selected flights, the information provided by the carbon emissions calculator used by Option Way, and the cost of the project.

The projects offered to travelers benefit from recognized labels or certifications (such as the "low-carbon label"). You understand and agree that Option Way acts as an intermediary and cannot be held responsible for the certification, development and management of these projects.

Finally, in the exceptional case where the project selected by the traveler is ultimately no longer available (if it is no longer distributed, if its financing is closed, or for any other reason), Option Way reserves the right to pay the contribution to another project aimed at fighting against global warming.



## **11. Your Personal Data**

Option Way collects and uses your personal information in accordance with its Privacy Policy, disclosed on the website. By using the website, you consent to such processing and you warrant that all information is correct.

Option Way collects personal data as part of the consultation of the optionway.com site and of flight tickets bookings, in accordance with the General Data Protection Regulation (GDPR) of the European Union.

You understand and agree that your use of the website, and treatment of your bookings are subject to a nominative computerized processing system.

**In the case the Website is commercialized with a partner which name and trademark are clearly shown on the website (followed by “powered by Option Way”) during your search or booking process, you understand and you agree that your personal data are known and shared between Option Way and the partner. Option Way and the partner are thus entitled to send you information and offers additional services or products in relation with the booking you have done.**

## **12. Intellectual Property**

Option Way holds all intellectual property rights relating the Website, of which it retains any related rights of use.

Access to the website does not grant the user any rights to the intellectual property regarding the website, which remains the sole property of Option Way.

The items displayed on the Website (including trademarks, logos, text, photographs, images, audio and video files, the software used by the Site) are the exclusive property of Option Way and are protected by current laws of intellectual property.

The names and logos of other products, services and company names mentioned in the Website may be trademarks of their respective owners.

It is strictly prohibited to modify, reproduce, duplicate, copy, transmit, publish, adapt, on any medium whatsoever, distribute, sell, exploit for any commercial or non-commercial purposes, any item available on the Site, such as text, photographs, images, icons, maps, sounds, videos, software, databases, except the possibility to make copies for personal purposes of your searches, bookings, and confirmations.

Any reproduction or dissemination of materials from the Site, without the prior written consent of Option Way exposes violators to law suits.

### **13. Using the blog**

Comments and other contents posted by users on the blog website are not intended to be advices and should not be relied upon as such. Option Way disclaims any responsibility for the adequacy of these comments and cannot be held responsible because of the reliance on such information by any visitor of the site or by anyone informed of its contents.

The views expressed on this blog are those of the users and Option Way disclaims any responsibility for them. Users cannot, under any circumstances, post obscene, threatening, racist, or defamatory information or comments.

In accordance with applicable law in France, in the event of the presence of illegal content on the blog being brought to the attention of Option Way, we reserve the right to block or permanently remove this content if it appears to be manifestly or apparently unlawful and / or if the reasons for the content to be removed appear sufficiently precise and convincing.

Option Way cannot be held responsible, and responsibility cannot be held by third parties, due to any content or messages posted or published by any user on the blog, particularly in regards to the accuracy of information published by users.

In addition, we reserve the right, at our sole discretion, to remove any content or message you post on the blog, should we consider that such content or messages are not consistent with the terms contained in our responsible usage policy.

### **14. Links to our Website**

You may link to our home page, or other pages, provided that the creation of this link is legal and does not damage our reputation, and this is not done in order to get a particular benefit. If you create a link to our website, you are not in any way trying to suggest that there was any form of association or partnership, or mere approval from us, since such an agreement does not exist.

Do not, under any circumstances, create a link to our website from a website you don't own. Option Way reserves the right to withdraw without previous notice the permission to link to its website.

If you wish to use information or content appearing on this website, other than as provided in these Terms and Conditions, you must first contact us at the following address (Option Way, Parc Haute Technologie, Font de l'Orme, avenue Maurice Donat, 06250 Mougins Sophia-Antipolis).

### **15. Links accessible from our site**

If our website contains some links to other websites and sources provided by third parties, these links are displayed only for information purpose. Option Way does not have any control on the content of these third party's websites, and cannot be responsible for any prejudice or damage as a result of the use of their contents.

In particular regarding the search and the booking of hotels and car rentals, Option Way transfers the users to the website of booking.com and rentalcars.com, who offer their services to the users. Option Way has no responsibility regarding the bookings that users may perform with these websites.

#### **16. Our responsibility**

The main activity of Option Way is the sale of flight tickets. For this activity, Option Way acts as an intermediary between the air carrier and the customer (traveler). The responsibility of Option Way is limited to an obligation of information and to the delivery of the flight tickets (article R 322-4 of the French code of civil air transportation). Acting as a travel agency in France, Option Way is subject to the regime defined by the article L.211-17—3 of the French tourism code and its responsibility cannot be engaged instead of the responsibility of the air carrier who is liable for the transportation of the passengers and luggages. Indeed, Option Way cannot be responsible in case of any failure of the air transportation contract or in case of bankruptcy of the air carrier.

#### **17. Claims**

For any claim, you can use the contact form available online on our website, or you can send us an e-mail to the following address: [contact@optionway.com](mailto:contact@optionway.com) or a letter by mail to the following address: Option Way, Parc Haute Technologie, Font de l'Orme, avenue Maurice Donat, 06250 Mougins Sophia-Antipolis.

Moreover, as dispyed on the Website in application of the article L.111-1 of the French consumer code, you have the possibility to ask for a mediation by contacting the following entity:

MTV Médiation Tourisme et Voyage

BP 80 303

75823 Paris Cedex 17

<https://www.mtv.travel/>

#### **18. Applicable court and law**

The present General Terms and Conditions are governed by the French Law.

The French courts have the exclusive competence for any suit based on a visit on our website or the use of our services. However, Option Way reserves its possibility to suit you, in case of violation of the present General Terms and Conditions, in your country or in any other linked country.

#### **19. Modification and enforceability**

The present General Terms and Conditions cancels and replaces all previous versions.

In compliance with the article 1369-8 of the French code civil, you agree the use of an electronic format as a way to conclude the contract.

Option Way reserves its right to modify the present General Terms and Conditions at any time, without prior information. Any modification of the present document will be published par Option Way on the website. In case of modification, the applicable General Terms and Conditions are those in place at the date of the booking. The conservation and the reproduction of the General Terms and Conditions are done by Option Way in compliance with the article 1369-4 of the French Code civil. You can have access to these documents, at any time, by sending a request to Option Way.

The non-application of any of the conditions stated in the present General Terms and Conditions by Option Way cannot be understood as a waiver of any of the conditions.

The nullity of any of the present contractual conditions does not lead to the nullity of the present General Terms and Conditions.