

PREAMBLE

The SERVICES that appear on the website www.hellotrive.com (hereafter cited as “WEBSITE”, as defined more precisely below), are proposed by the company HENDLER, S.A.S. with a capital of 10.000€ headquartered at 88, rue de Sèvres, 75007 Paris, registered in the Paris Trade and Companies Register under number 802973444 – tel.: +336.64.34.94.04 – e-mail: contact@hellotrive.com.

HENDLER S.A.S. holds the license to operate as a travel agent #IM075160004 issued by ATOUT France.

The name, company name, address and the telephone number of the WEBSITE host may be found on the WEBSITE.

The WEBSITE proposes the sale of the following SERVICES:

- * tourism packages as defined in article 7 hereafter,
- * accommodation services,
- * transportation services,
- * recreational services, gift certificates and spa treatments,
- * travel insurance,

According to the conditions laid out by the Tourism Code, HENDLER S.A.S. has taken out an insurance policy with the HISCOX company, a Professional Liability Insurance that covers, notably, the financial risks that may fall upon the insured person as a result of physical injury, or material and immaterial damage inflicted upon the clients, upon SERVICE PROVIDERS or upon third parties as a result of errors, whether de facto or legal, omissions or negligence committed during its activity as a travel agency, in the amount of €1,500,000 (one million, five hundred thousand Euros) per claim and per insured year pour for all types of damages altogether.

In order to secure our relations from a legal standpoint, we invite you to consult these standard terms and conditions and read them carefully, along with the legal provisions contained in the Law #92-645 of 13 July 1992 establishing the operating conditions applicable to the organization and sale of travel packages and holidays and in the Decree #94-490 of 15 June 1994 pursuant to Article 31 of said law, notably codified under the Articles L 211-1 and seq. of the Tourism Code and the Articles R 211-1 and seq. of the same Code.

ARTICLE 1 – DEFINITIONS

“WEBSITE” designates the website <http://www.hellotrive.com>, owned by the company HENDLER S.A.S.

“APPLICATION” designates the mobile application available via cellular telephones and other mobiles devices such as tablets, etc.

“SERVICE” designates a provision of services such as the providing airline tickets, accommodations, tourism packages, insurance, etc.

“ORDER” designates any reservation made by the USER directly on the WEBSITE, via the APPLICATION, and/or by telephone.

“VOUCHER” or “EXCHANGE COUPON” designates the document emitted by HENDLER S.A.S. granting access to one or more SERVICES at hotels, restaurants and more generally from the SERVICE PROVIDERS of HENDLER S.A.S.

“SERVICE PROVIDER” designates all providers or suppliers for HENDLER S.A.S. and includes notably airline companies, hotels, aparthotels, tour operators, amusement parks, restaurants, insurance companies, etc.

“YOU” or “USER” designates any person using the WEBSITE, the APPLICATION or the call centers, the contact information of which is listed hereinafter to inquire about, reserve, order and/or purchase any SERVICE proposed by HENDLER S.A.S.

“FLASH SALE” designates a sales area on the WEBSITE in which SERVICES are offered at promotional prices for a duration not to exceed seven (7) days.

ARTICLE 2 – SCOPE OF WORK

The present Standard Terms and Conditions for HENDLER (hereafter cited as “Standard Terms”) are valid as of 9 July 2015.

The Standard Terms apply to any use of the WEBSITE, the APPLICATION, and call centers, notably during purchases on the Internet, via the APPLICATION and/or by telephone any and all SERVICES proposed by HENDLER S.A.S.

Thus, it is imperative that the USER read carefully the Standard Terms accessible by hyperlink on each page of the WEBSITE.

It is especially advised to download and/or print them so as to save a copy on the day of PURCHASE.

The Standard Terms may be modified by HENDLER S.A.S. at any moment and without prior notice, it being understood that such modifications may not apply to SERVICE ORDERS made prior thereto.

The Standard Terms may be complemented by the Conditions of Sale of the SERVICE PROVIDERS, available either on the website of each SERVICE PROVIDER, or on the premises of each SERVICE PROVIDER.

ARTICLE 3 – USER STATEMENTS

The USER declares that he/she has the legal capacity to contract with HENDLER S.A.S., that is to say that he/she is at least 18 years of age, has the legal capacity to contract and is not under tutelage or legal guardianship.

The USER also declares that he/she has the right to use the WEBSITE and/or the APPLICATION in accordance with existing Standard Terms, in his or her name and/or in the name of and on behalf of those who benefit from the SERVICES purchased from HENDLER S.A.S. which he or she recognizes as the agent (hereafter, the “Beneficiaries”) and on whom the existing Standard Terms will be binding.

The USER is responsible for the financial burden of the SERVICE ORDERS made with HENDLER S.A.S., on their own behalf and on behalf of the Beneficiaries, except in the case of fraudulent use of the WEBSITE or the APPLICATION, not resulting in any fault or negligence on their part.

The USER guarantees the veracity and accuracy of the information furnished by him or her and on his or her behalf and/or in the name of and on behalf of the Beneficiaries using his or her data on the WEBSITE or APPLICATION or via the call center.

HENDLER S.A.S. reserves the right at any moment not to contract with a USER who would use the WEBSITE, or APPLICATION fraudulently, or who would violate the existing Standard Terms.

The company here intends to recall the terms of article 313-1 of the French Criminal Code:
“Fraud is the act of deceiving an individual or legal entity by the use of a false name or a fictitious capacity, by the abuse of a genuine capacity, or by means of unlawful maneuvers, thereby to lead such a person, to his prejudice or to the prejudice of a third party, to transfer funds, valuables or any property, to provide a service or to consent to an act incurring or discharging an obligation.

Fraud is punished by five years' imprisonment and a fine of €375,000.”

ARTICLE 4 – CONCLUSION OF THE CONTRACT: PLACEMENT OF AN ORDER

The USER may ORDER the SERVICES proposed on the WEBSITE or the APPLICATION directly online or by telephone at +336.64.34.94.04, after having read and accepted the existing Standard Terms.

The ORDER procedure includes at least the following steps:

1. The USER performs a search that will result in the communication of one or more offers of SERVICE

corresponding to the request and/or the USER consults the offers proposed as FLASH SALES that may appear on the WEBSITE and/or APPLICATION and/or by telephone.

2. The USER selects the SERVICE of his or her choice by clicking on it (or by telling the agent over the telephone) to access its description.

3. The USER validates the SERVICE of his or her choice, which adds the ORDER to the USER's shopping cart on the WEBSITE and/or the APPLICATION.

4. An order summary is communicated by telephone to the USER, or appears when the USER clicks on the shopping cart. This summary lists all of the SERVICES selected and the total price of the SERVICES, thus enabling the USER to verify the ORDER in detail. The USER must verify that all the information shown (or sent) is consistent with what they have chosen, because it can no longer be modified after validating the ORDER.

5. The USER may then continue with the ORDER, provided that he or she has already read and agreed to the Standard Terms as well as those of the SERVICE PROVIDER, either on the WEBSITE by clicking the checkbox "I accept the Standard Terms and Conditions" or "I have read and I agree with the Standard Terms and Conditions", or in the case of a reservation by telephone, by returning the signed contract by e-mail, in response to the e-mail order summary sent by HENDLER S.A.S., bearing the words ["Agreed and Accepted"],

HENDLER S.A.S. reminds the USER that without acceptance of the Standard Terms, no ORDER can be made.

5. The USER will issue payment for the ORDER, if need be online, under the conditions described in article 9 below.

6. HENDLER S.A.S. will send the USER an ORDER confirmation by e-mail summarizing the principal terms of the contract, such as the type of SERVICE, the name and address of the USER, the name(s) of the Beneficiaries of the SERVICE(S) purchased, the quantity and the price.

All information that appears in the confirmation e-mail will be considered as constituting an agreement between the USER and the company HENDLER S.A.S. The confirmation e-mail is not to be considered as definitive confirmation of the ORDER but to indicate it has been received and will undergo subsequent processing.

7. HENDLER S.A.S. will send an invoice to the USER by e-mail and/or by mail at the earliest opportunity.

HENDLER S.A.S. presents the WEBSITE, the call center and the APPLICATION as they stand, and does its utmost in order to guarantee that they are up-to-date, well maintained and functioning correctly, but makes no guarantee with regard to technical problems or the infallibility of the WEBSITE or with regards to the fact that they will be operational at every given moment.

HENDLER makes no declaration with regards to the sincerity, the veracity, l'exhaustivité et the updating of the data contained in the information and offers published or communicated via the WEBSITE, the APPLICATION and the call centers. Certain information is occasionally cached and only verified in real time during the confirmation of the reservation.

HENDLER S.A.S. declines any responsibility in case of damages caused directly or indirectly by the purchase of a product or a service offered via the WEBSITE, the APPLICATION or the call center.

HENDLER S.A.S. has no control over the websites to which the WEBSITE or the APPLICATION could lead through linking, and is not responsible for their content. These links are only present for reference and information purposes.

ARTICLE 5 - CONDITIONS APPLICABLE TO TRANSPORTATION SERVICES ONLY

5.1. AIR TRANSPORTATION

5.1.1 Identity of the transporter

In accordance with articles R-211-15 and seq. of the French Tourism Code, the USER is informed of the identity

of the transporter(s) contracted or de facto, susceptible of carrying out the purchased flight. HENDLER S.A.S. will inform the USER of the identity of the actual airline company that will insure the flight(s).

In the case of a change in the transporter, USER will be informed by the transporter contracted or by HENDLER S.A.S. through whatever means necessary as soon as it has been made aware and at the latest during check-in or boarding for connecting flights.

5.1.2 Hours, itinerary and airport

The modification of the hours or itineraries, connections, changes in airports, delays, connecting flights missed, cancellations of flights, are all constraints specific to air transportation and may be imposed on by airline companies.

Most of the time, they are linked to congested air space during certain periods, to respecting air traffic rules, to delays in processing aircrafts at airports, and this, in the interest of ensuring passenger security.

HENDLER S.A.S. cannot be held responsible with respect to such delays.

In regards to airplane delays, if you have taken out an insurance contract as set out in Article 16 of the existing Standard Terms, HENDLER S.A.S. reminds you that you shall make your declaration exclusively with the insurance company Mondial Assistance in accordance with the conditions laid down in the insurance contract. It does not fall within the obligation of HENDLER S.A.S. to take any steps whatsoever in this regard.

Lastly, HENDLER S.A.S. would like to remind the USER that direct flights can be “non-stop” or include one or more connections (according to airline companies, it is the same flight if the flight number is identical), either with a change in aircraft or not.

The same goes for connecting flights that may require a change in aircraft. Hence, when you reserve a flight (regular or special) that includes a connection in one city and the second flight departs from an airport in this city that is different from the airport of arrival, please ensure that you will have sufficient time to reach the second airport. Travel to this airport is your responsibility and is at your expense. HENDLER S.A.S. cannot be held responsible in this matter.

5.1.3 Return flight

No matter the type of flight, regular or special, the return must absolutely be reconfirmed on the location with the airline company, within 72 hours prior to the planned departure date. As for package tours, the local representative typically performs this formality. We would like to bring your attention to the fact that this procedure is mandatory and, in failure to comply, your seat might not be guaranteed by the airline company, which may assign it to another person. Furthermore, this procedure also enables you, at the same time, to confirm the hours of your return flight that may have undergone some modifications.

HENDLER S.A.S. cannot be held responsible as a consequence of your failure to confirm.

5.1.4 Connections

In accordance with international conventions, connections are not guaranteed. It is therefore advised to not make any commitments, the day of, or the day after, your departure and return trip.

5.1.5 No-show upon departure

Failing to present yourself at boarding for the departing flight (special or regular) will automatically result in the cancellation of your return flight by the airline company.

Any trip interrupted or cut short, or any unconsumed SERVICE on your behalf will not result in a reimbursement. If you have taken out insurance to cover, notably, the interruption or cancellation of your trip, you must abide by the terms of cancellation set out in the terms and conditions of your insurance contract.

5.1.6 Inbound and outbound transport

If the special flight planned for inbound or outbound transport were to be cancelled or delayed, the companies reserve the right to insure the transport, in this case, by any other mode of transportation (bus, train, etc.).

5.1.7 Special flights – charters

The transportation documents for special flights are delivered at the airport upon presentation of the convocation.

Furthermore, special flights are most often carried out under the specific conditions described hereafter. Any seat on a special flight unused by you inbound and/or outbound will not be eligible for a reimbursement, even in the cases of a postponed date. Should you deliberately elect to relinquish a special flight in favor of a regular flight, you shall assume the full payment of the travel price at the applicable rate.

Lastly, in the case of special flights, your travelling hours and flights are subject to modification. Also, we recommend that you regularly consult your e-mail inbox and your voice mail up to the moment of departure, even if you have already received your travel documents.

5.1.8 Instructions and safety

It is your responsibility to abide by the safety instructions set forth by the airline companies or the relevant authorities, including in particular:

- Check-in time: thus HENDLER S.A.S. advises you to arrive for check-in at least three hours before the plane's departure for international flights, and at least one and a half hours before domestic flights.

Note: the disabled, Unaccompanied Minors (UM), passengers with oversized or overweight baggage, or traveling with animals that have been placed in the hold, must contact the airline company beforehand in order to verify the latest check-in time.

- The objects authorized on board the planes: HENDLER S.A.S. advises you to verify that the objects or products you are carrying in your hand or cabin luggage are permitted. We remind you that the articles concerned by IATA international regulations addressing dangerous materials, and notably explosive articles, inflammables, corrosives, oxidants, irritants, toxic or radioactive materials, compressed gas and objects not authorized by the States are forbidden in such luggage.

Further to that, we also invite you to visit this site: <http://www.aviation-civile.gouv.fr/html/service/partir.html>. HENDLER S.A.S. cannot be held responsible for any denial to board, or confiscation of objects considered to be dangerous by the company or the airline authorities. It is the passenger's responsibility to inform himself or herself about objects forbidden in the hold and the cabin.

5.1.9 Babies, Children

Babies (under two years of age) are not assigned a seat in the plane, consequently, only one baby is allowed per adult passenger. The price of their tickets is generally 10% of the adult price. Children (from two to 11 years old) may qualify for a discount of up to 50 % on certain flights but availability may be limited.

UMs (Unaccompanied Minors) are not always authorized to take advantage of these reduced prices. Children under 15 years of age not accompanied by an adult not traveling as a UM are not permitted.

Babies and children are considered as such, if they have not reached the age of two and 12, respectively, prior to the date of use of their return ticket.

5.1.10 Pregnant Women

Airline companies may sometimes deny a pregnant woman the right to board if they believe, because of the due date, in the possibility of a premature birth that could occur during the flight. It is thus the USER's responsibility to seek their doctor's advice before placing a plane ticket ORDER.

5.1.11 Luggage

HENDLER S.A.S. would also like to draw your attention to the fact that certain airline companies apply rules as to the number and/or maximum weight on the luggage, which will be indicated on the documentation and tickets

sent to the USER.

In the case of overweight in luggage (if permitted), the USER is required to pay a supplement directly to the airline company, to the airport, or the website of said company. HENDLER S.A.S. will not be responsible for any supplement related to any overweight.

In the case of loss of, or damage to, your luggage during air transport, you must contact the airline company before taking any other steps:

- in having them record the loss of, or damage to, your luggage before leaving the airport,
- then in sending them a declaration to which you will attach the following original documents: ticket, declaration of loss, and registered baggage tag.

The airline company has no responsibility to you, for the luggage that you have confided in them, except for the allowances established by international conventions.

Therefore, you are advised to take out an insurance policy to cover the value of the items placed in your luggage.

If you have taken out an insurance policy as mentioned in Article 16 hereof, it is your responsibility to send the damage claim to Mondial Assistance under the conditions provided for in the insurance policy.

5.1.12 Failure to or not using a plane ticket attributed to the USER

In the event you miss a flight or fail to use a plane ticket attributed to the USER, you shall be responsible for making the appropriate declarations with the police, airline company and insurance (if applicable) as well as for the cost of the return ticket by purchasing another ticket from the issuing company. Any and all consequences as a result of said negligence or failure to use the ticket remain your responsibility. Nevertheless, you might eventually make a reimbursement request with the airline company (remaining at the company's discretion), accompanied by all of the original documents (ticket stub, boarding pass, etc.).

5.1.12 Loss or theft of airline tickets

In the case of loss or theft of your plane ticket, you must make a direct request with the airline company so that they can reissue your plane ticket, if they propose this service (at the discretion of the company) and in any event exclusively at your expense.

5.1.13 – Plane ticket – electronic ticket

The plane tickets, except for certain special flights such as mentioned in paragraph 5.1.7 above, are now intangible tickets called “electronic tickets”. Thus, you will not receive a printed ticket after your ORDER.

To use your electronic ticket and obtain a boarding pass, you must present yourself at the airport at the check-in counter of the appropriate airline company concerned, with your reservation confirmation (e-mail, etc.) as well as a photo I.D. (passport, identity card, residence permit, etc.) whose number you will have submitted at the time of placing the ORDER.

Thus, you must conform to the check-in deadlines that are communicated to you in order to be able to carry out all formalities.

5.1.14 – Limitation of responsibility of airline transporters

HENDLER S.A.S. draws your attention to the fact that the responsibility of airline transporters is most often limited by domestic or international law applicable to them, or by their own sales policy, which you will have accepted prior to placing any ORDER.

5.1.15 – Specific provisions in relation to prices

The cost of PROVIDING flights purchased separately is governed by the terms and conditions in articles 9-1.1, 9.1.3, 9.2 and 9.3 hereof.

5.1.16 – Terms and conditions for modifications or cancellations

The terms and conditions of modifying or cancelling the PROVISION of flights purchased separately and all related costs are governed by the provisions in Articles 14.1, 14.2.1, 14.3.1 and 15.1 hereof.

5.2 TRAIN TRANSPORTATION

The Standard Terms of the SERVICE PROVIDER, which will have been accepted by the USER when ORDERING, will be applicable to train transportation.

The use of tickets is subject to the specific conditions of validity to be found on the train tickets. No modification of the itinerary or duration can take place during the trip without the prior agreement of HENDLER S.A.S. Any cost incurred by any modification caused by the USER or by force majeure will be the responsibility of USER.

Children having been granted a discount must be able to provide proof of their age.

HENDLER S.A.S. cannot be held responsible for modifications in the hours, itineraries or changes in train station caused by external events such as: strikes (except strikes by personnel of the transporter), technical incidents or weather-related problems. In any case, the responsibility of transporter is limited by international conventions governing train transportation and by the Standard Terms of the SERVICE PROVIDER. Furthermore, HENDLER S.A.S. cannot be held responsible for any theft, loss or physical or material damage within the context of SERVICES rendered by the SERVICE PROVIDER.

Certain transporters apply their own luggage policy. USERS must imperatively make himself aware of the items they may carry in their baggage and the existing restrictions from the SERVICE PROVIDER.

5.3 TRANSPORTATION WITH CHAUFFEUR([VTC], VAN, ETC.)

The Standard Terms of the SERVICE PROVIDER that were accepted by the USER when placing the ORDER will apply to the USER in connection with the car transportation with chauffeur.

HENDLER S.A.S. cannot be held responsible for any negligence, delay, theft, loss, accident, or physical or material damage with respect to the services rendered by the SERVICE PROVIDER.

ARTICLE 6 - CONDITIONS APPLICABLE TO ACCOMODATION SERVICES ONLY

HENDLER S.A.S. proposes accommodation SERVICES on behalf of its SERVICE PROVIDERS.

6.1 – CLASSIFICATION

The number of stars attributed to a hotel included in the description corresponds to the established classification based on local norms of the country of destination. Thus, they may differ from French and European norms.

Although HENDLER S.A.S. does its best to have as precise information as possible about the conditions of your accommodation, the evaluation that we provide in our descriptions stem notably from our knowledge of establishments and the evaluations sent to us by our clients. Therefore, we cannot guarantee that the information provided will reflect the actual conditions of your accommodation.

We reserve the right, for technical, security or force majeure reasons or due to a third party, to replace the booked hotel with an establishment of the same category offering equivalent services. This would only be in exceptional circumstances and, in such cases we will do our best to inform you about a replacement hotel as soon as we are made aware thereof.

6.2 - TYPE OF ROOM

6.2.1 Single rooms

Single rooms have a single bed. They require a price supplement, and are offered in limited quantities and are often less spacious and comfortable, and not as located as well as the other rooms.

6.2.2 Double or twin rooms

Doubles rooms have two single beds or one double bed.

6.2.3 Triple rooms

Triple rooms, in most cases, are double rooms to which have been added an extra bed/cot (**note**: this bed may be smaller in size than standard single beds).

6.2.4 Quadruple rooms:

Quadruple rooms, in most cases, are double rooms to which have been added two extra beds/cots (**note**: these beds may be smaller in size than standard single beds). In cases of two adults with two children, if the surface area of the rooms does not allow sleeping over two or three people in the same room, two double rooms next to each other, or connected (as far as possible), will be requested and the adult price will then be applied (unless otherwise noted).

6.2.5 Family rooms:

Certain triple or quadruple rooms have three or four beds of standard size and therefore are not available at discounted prices.

6.3 – OCCUPATION AND DEPARTURE TIMES

6.3.1 We would like to inform you of the rules that apply to the international hotel trade typically require that clients be allowed to enter their room from 2 p.m., notwithstanding the time of transportation arrival, and to leave the room before noon, notwithstanding the time of transportation departure. If you derogate from this rule, you risk being billed an extra night.

6.3.2 For any reservation of a hotel in FRANCE without transportation, your arrival to the location is usually expected in the afternoon (after 2:30 p.m.), except if otherwise provided in your hotel documents. You must leave the room by noon, on the day of your departure.

6.3.3 For any reservation of an aparthotel in FRANCE without transportation, your arrival there is usually expected in the late afternoon (after 4:30 p.m.), except if stated differently in your travel documents. You must leave the room by noon, on the day of your departure.

Because of this, if you decide to occupy your room or not leave by the time stipulated above, you could be billed for an extra night, without the possibility of a reimbursement.

6.4 – BABIES

HENDLER S.A.S. advises parents with babies to bring food for the baby, which they might not always find once there. A fee may be requested, for example for heating food or bottles and/or installing a baby bed that should be requested upon reservation, nevertheless subject to the availability at the hotel or aparthotel.

6.5 – MEALS

Meals depend upon the chosen formula.

6.5.1: The “All inclusive” formula includes, apart from the lodging: breakfasts, lunches, dinners and typical beverages (mineral water, fruit juice, sodas, wines, and local alcohol) usually from 10 a.m. to 10 p.m. Certain alcohol may not be included in the formula and may only be available upon payment of a supplement.

6.5.2: Full Board: includes, apart from the lodging: breakfasts, lunches, and dinners, but no beverages.

6.5.3: Half Board: includes, apart from the lodging: breakfasts, and either lunches or dinners, but no beverages.

6.5.4 Within the context of Full Board or Half Board, beverages are not included, except unless mentioned in the description. In certain countries, SERVICE PROVIDERS do not always have drinkable water, so the purchase of bottle(s) of water will be at the client’s expense.

Anything not comprised in the foregoing formula ordered by the USER shall be paid directly to the hotel on location, and prior to departure thereof.

On location, hotel rules must be respected, notably the opening times of the restaurant(s) or bar(s), or places designated for eating or drinking.

6.6 – ACTIVITIES PROPOSED BY THE HOTEL

HENDLER S.A.S. would also like to draw the USER's attention to the following:

- It is possible, especially in high season, that the number of beach umbrellas, beach chairs, athletic equipment, etc., be insufficient.
- The hours and openings of the bars, restaurants, and dance clubs, etc., may be irregular and depend solely on the management of those establishments.

6.7 – PREGNANT WOMEN – HEALTH

For all thalassotherapy, balneotherapy or spa reservations, HENDLER S.A.S. advises pregnant women to consult their doctor before making the reservation, to confirm that they may participate in a thalassotherapy cure, or other care/treatments proposed as part of the package.

We inform you that, unless stated otherwise, these cures are not adapted to pregnant women, and a cure might not be possible in certain cases. Please specify the stage of your pregnancy when reserving so that we may inform our SERVICE PROVIDERS.

HENDLER S.A.S. will not be held responsible in cases of improperly performed cures, or ones in which you are unable to participate because of your health condition, and no reimbursement will be possible as a result thereof.

6.8 – PHOTOS, ILLUSTRATIONS

HENDLER S.A.S. uses efforts to provide photos and illustrations to you that give you an idea of the SERVICES offered by the chosen establishment. They are provided in order to give you an approximate value of the category or degree of comfort of the SERVICES concerned.

6.9- MODIFICATION OR CANCELATION

The terms and conditions of the modification or cancelation of accommodation SERVICES only and the inherent fees are governed by the provisions of Articles 14.1, 14.2.2, 14.3.2 and 15.4 hereof.

ARTICLE 7 – TRAVEL PACKAGES

The following SERVICES shall constitute a travel package:

- SERVICES resulting in the pre-arranged combination of at least two operations relating respectively to the transport, the accommodation or other tourism services not incidental to transport or to accommodation, representing a significant part of the package;
- SERVICES going beyond twenty-four hours (24) or including an overnight stay;
- SERVICES sold or offered for sale at an all-inclusive price.

7.1 – TRANSPORTATION

The transportation SERVICES included in the travel packages are governed by the stipulations in Article 5 hereof.

7.2 - LODGING

The accommodation and stay SERVICES included in the travel package are governed by the stipulations of Article 6 hereof.

The following are included in the duration of the trip:

- The day of departure, from the time of notification to be at the airport,
- The day of return until the time of arrival at the airport.

The first and last day are typically attributed to transportation. Accordingly, if it so happens as a result of travel times imposed by the airline companies, the first and/or last day and/or night are shortened by a late arrival or an early departure, no reimbursement will be possible. The same thing applies if the length of stay was to be extended. It is important, when travelling by charter, to plan ahead for this eventuality and take the necessary precautions in your personal, as well as professional, arrangements.

7.3 – TRAVEL DOCUMENTS

The terms and conditions of the remittance of travel documents for travel packages are governed by the stipulations in Articles 10.1 and 10.3 hereof.

7.4 – PRICES

The prices of travel packages are governed by the stipulations in Articles 9.1.1, 9.1.2, 9.2 and 9.3 hereof.

7.5 – TRANSFER OF ONE OR MORE SERVICES

In accordance with Article 18 of the Law of 13 July 1992, the USER will be able to transfer their contract (except insurance contracts) to a third party, subject to informing the company HENDLER S.A.S. by registered mail with return receipt no later than seven (7) days before the beginning of the stay, by clearly indicating the name(s) and address(es) of transferee(s) and of those participating in the trip and by providing proof that they fulfill the same conditions as them to travel or for the stay (especially for children who would be in the same age group).

Beforehand, the transferor and the transferee will be required to pay the fees as provided for in Article 14.3.3 below, that is to say in the same conditions to those regarding the modifications brought to the travel package SERVICES.

The transferor and the transferee are jointly and severally responsible for the payment of any eventual balance price, as well as any additional expenses brought about by said transfer.

In all cases, if the charges were superior to the amounts aforementioned (flight with a reservation that cannot be modified or else), HENDLER S.A.S. will be due the exact amount, which will be invoiced to the client upon presentation of documentary proof. Supplementary insurance is in no case reimbursable or transferable.

7.6 - CANCELLATION AND MODIFICATION

The terms and conditions of cancellation or modification and related fees are governed by the provisions in Articles 14.1, 14.2.4, 14.3.3 and 15.2 hereof.

ARTICLE 8 – OTHER SERVICES (TRANSPORTATION OF MERCHANDISE, RENTING A VEHICLE, GIFT COUPONS, CURES, LEISURE SPORTS, ACTIVITIES)

8.1 RENTING A VEHICLE:

The Standard Terms of the SERVICE PROVIDER, which the USER will have accepted when placing the ORDER, will apply in the event the USER rents a vehicle.

HENDLER S.A.S. strongly recommends that the USER buy comprehensive insurance shall in no event be held responsible for the USER's refusal to take out this insurance.

HENDLER S.A.S. shall not be, for that matter, held responsible for any negligence, theft, loss or physical or material damage as part of the services rendered by the SERVICE PROVIDER.

8.2 TRANSPORTATION OF MERCHANDISE:

The Standard Terms of the SERVICE PROVIDER, which the USER will have accepted when placing the ORDER, will apply in the event of merchandise transportation.

HENDLER S.A.S. strongly recommends that the USER take out insurance in the case of delay, loss, theft or damage to property that is covered by the transportation SERVICE.

HENDLER S.A.S. shall not be, for that matter, held responsible for any negligence, theft, loss or physical or material damage as part of the services rendered by the SERVICE PROVIDER.

8.3 CURES – LEISURE SPORTS

With respect to cures and care provided in spas, balneotherapy or thalassotherapy centers or SERVICES of leisure sports, HENDLER S.A.S. draws the USER's attention to the necessity of inquiring, prior to placing the ORDER and on the day of such activity, about the ability of all Beneficiaries to take part to the foregoing by taking all necessary precautions that their medical condition requires. The responsibility of the company HENDLER S.A.S. will not be engaged in the case of an incident or accident attributable to a lack of your vigilance.

In certain cases, the SERVICE PROVIDERS of HENDLER S.A.S. will require a medical visit for the Beneficiaries, to ensure that their health condition matches the SERVICES ordered. The company HENDLER S.A.S. shall not, in any event, be held responsible for a decision of refusal to participate, following the medical visit.

8.4 PROPOSED ACTIVITIES

It is expressly agreed that certain activities or installations indicated are not necessarily available outside of high tourist seasons.

It is expressly agreed also that certain activities or installations may be eliminated by our SERVICE PROVIDER notably for reasons due to the weather or a force majeure event, or as a result of a minimum number of participants required for doing the activity that could not be reached (examples: team sports, kid's club).

Most of the beaches, even ones called "private", are open to the public. They may not be cleaned regularly.

All of these risks are an integral part of the contract you enter into and they shall not constitute the responsibility of HENDLER S.A.S.

Furthermore, the proposed athletic activities you may participate in are often organized by SERVICE PROVIDERS which are third parties to and independent from the hotel. Those activities that do not figure in the description of the SERVICE are not contractual. Consequently, all travel deemed necessary remains the responsibility of the USER. Likewise, any cancellation of these activities in the organizer's sole discretion as a result of insufficient demand will in no way lead to compensation of any kind by HENDLER S.A.S.

HENDLER S.A.S. would like to finally draw the USER's attention to the fact that certain activities offered might present risks, notably for young children. The responsibility of the company, HENDLER S.A.S., will in no way be engaged in case of an incident or accident attributable to your negligence.

ARTICLE 9 – FINANCIAL TERMS

9.1 - PRICES AND TAXES

9.1.1 – General Terms

The description of the SERVICES presented on the WEBSITE specifies the elements included in the price and any potential specific conditions for each SERVICE. The prices provided are those that apply on the date of the reservation.

All prices are indicated in Euros, including all taxes, except handling and/or delivery fees. HENDLER S.A.S. invoices shall not indicate the VAT collected for SERVICES sold, as further provided by the VAT rules applicable to the benefits obtained by travel agents.

In addition to this price, the company HENDLER S.A.S. will invoice the USER a one-time payment, called “dossier fees”, not included in the price, which cover the costs and expenses for handling ORDERS, established as follows:

It should be specified, furthermore, that certain taxes or additional expenses (visitor’s tax, tourist tax, visa fees and/or tourist cards, etc.) may be required by certain State authorities. These supplementary expenses are excluded from the price for the SERVICES and when applicable, such additional expenses will be paid by USER upon/after arrival.

In addition, more generally and except where expressly stated otherwise, are not included in the price, all personal or accessory expenses to the SERVICE, such as insurance, post fees for mailing the tickets and travel documents, excess baggage fees, airport parking fees, vaccination fees, dry cleaning fees, telephone charges, drinks, room-service, tips, excursions, and the use of sports facilities, and more generally any and all SERVICES not expressly included in the ORDER summary.

Finally, when the ORDER includes an accommodation SERVICE, the prices are calculated according to the number of nights, and not the number of full days.

9.1.2 – Specific provisions for tourist packages

The price of the SERVICES for tourist packages may, at the request of the SERVICE PROVIDERS, be modified up to 31 days before the departure date in relation to fluctuations, including increases, affecting petroleum prices, legal or required fees or exchange rates.

These modifications will only be reflected in the price of the SERVICE in proportion to their share in calculating the price of the SERVICE.

In cases where the increase is inferior or equal to 15 Euros per passenger, the difference will automatically be debited from your debit or credit card and you will be notified thereof.

In cases where the increase exceeds 15 Euros per passenger, we will inform you and ask for your approval, and you will be able to either accept or cancel your ORDER at no expense, as reflected in the standards provided for in the stipulations of Article 14.1 hereof.

9.2 – PAYMENT

All PURCHASES are payable in Euros.

▪ Payment for all PURCHASES may be made with the following credit/debit cards:

- The French Carte Bleue
- VISA cards with the tri-colored VISA band (blue, white, orange) on the right corner and the Visa hologram
- AMERICAN EXPRESS (AMEX) cards
- EuroCard/MasterCard cards, identified by their “MC” hologram
- The Aurore card
- Wire transfer
- Check, if deposited by HENDLER S.A.S. 15 days before departure
- Holiday Vouchers

The USER represents and warrants that (s)he is fully entitled to use the chosen payment method, and that (s)he will have sufficient funds for covering all the necessary costs to pay for the ORDER.

▪ Based on the legal provisions resulting from the French Monetary and Financial Code, the commitment to pay with a credit/debit card is irrevocable. Payment may only be cancelled in the event of loss, theft, or fraudulent use of the card (the foregoing being provided for on a limitative basis by the legislator), and any other reason

will engage the responsibility of the bearer of the card for credit card fraud. The USER shall not cancel payment to compensate for the absence of right of withdrawal (cf. Article 13 hereinafter).

For all ORDERS paid by credit card, the entire amount of the ORDER will be debited from the card upon confirmation of the reservation.

- HENDLER S.A.S. also accepts that all or part of the ORDER be paid by check or with holiday vouchers after having made the ORDER online or by telephone.

It should, nevertheless, be recalled that the company HENDLER S.A.S. itself also has a financial commitment to its SERVICE PROVIDER once the ORDER is made. Consequently, and to avoid any non-payment, the USER agrees to conform the following procedure:

- the USER orders online or by telephone with a credit card.

- once the ORDER is confirmed, and provided that the USER has selected payment by check or holiday voucher when placing the ORDER, the USER may send his/her holiday vouchers, up to 30 days prior to the departure date, by registered mail with return receipt requested, and shall provide in such mail the first and last names and ORDER number, to the following address: HENDLER S.A.S. – 88, rue de Sèvres, 75007 Paris.

- upon receipt of payment of the holiday vouchers to HENDLER S.A.S. by the ANCV, we will reimburse you the amount credited by check.

Finally, in the event the payment is made by holiday vouchers, HENDLER S.A.S. would like to draw the USER's attention to the following:

- the receipt of holiday voucher must occur no later than 30 days before the departure date.

- it is not possible to receive the difference, if the amount of the holiday vouchers exceeds the price of the ORDER.

- in the event of cancellation, solely the value of the travel package will be reimbursed, after deduction of any potential cancellation fees - not the total value of the holiday vouchers that have been submitted.

In all cases where the ORDER is not entirely paid for 30 days prior to departure, we will be forced to cancel the ORDER. In such event, cancellation fees may be invoiced, according to the terms of Article 14.2 below.

- HENDLER S.A.S. also offers the USERS the possibility of choosing a loan to pay for the SERVICES.

To this end, it's the USERS are provided with a hypertext link on the payment page. HENDLER S.A.S. draws the USER's attention to the fact that in this case, the USER will contract directly with the loan company, for which (s)he will have already accepted the Standard Terms and that HENDLER S.A.S. will be a third party to said contract.

- HENDLER S.A.S. reserves the right to suspend or cancel any ORDER and/or delivery, notwithstanding its nature or state of progress, in case of non-payment of any sum owed by the USER or in case of payment issues.

9.3 – EXCHANGE RATES

Exchange rates that may appear on the WEBSITE are for reference only. The company HENDLER S.A.S. does not in any way guarantee their exactness and shall not be held responsible for their updates in real-time.

ARTICLE 10 – DELIVERY OF TRAVEL DOCUMENTS

10.1 - GENERAL PROVISIONS

The method of delivering travel documents (exchange coupon, voucher, airport notification and/or ticket...) depends on the period of time available between the issue date of the travel documents, the departure date, and/or the type of SERVICES.

In certain cases, and in the event you would make an express request therefor, these travel documents could be sent to you in paper form or by other modes of delivery, subject however to the feasibility of the foregoing taking into account your ORDER date, your departure date, as well as, if applicable, your departure city. HENDLER S.A.S. would invoice you, if applicable, the delivery fees set forth below for each ORDER:

- delivery by registered mail with return receipt requested: 10 Euros, all taxes included,
- delivery by Chronopost: 40 Euros, all taxes included,
- delivery by International Chronopost: 50 Euros, all taxes included,
- in person at the airport or the train station: 25 Euros, all taxes included

In any event, if the USER supplied erroneous contact information, HENDLER S.A.S. declines any responsibility in the event of non-execution or improper execution of the trip for the absence of receipt of the travel documents, including notably for delivery by registered mail with return receipt requested or by Chronopost, or when the mailing labels are automatically edited based on an address typed online by the USER.

The same shall apply when USER does not go to the Post Office to collect the letter containing his/her travel documents (in case, for example, of the mailing of a “Client Frequency” given by the Post Office in exchange for the client’s signature only, or when sent by Chronopost).

The company HENDLER S.A.S. would like to draw the USER’s attention to the fact that it is impossible to request delivery by registered mail with return receipt requested, Chronopost or International Chronopost to a Post Office box.

10.2 – SPECIFIC PROVISIONS APPLICABLE TO TRAVEL PACKAGES

For reservations of travel packages, exchange coupons for the terrestrial SERVICES (staying in hotels, transfers, etc.) and the notifications (meeting at the airport) will be sent to you by fax or e-mail according to the type of SERVICE.

The USER must therefore send a valid e-mail address or a fax number to HENDLER S.A.S. allowing HENDLER S.A.S. to send certain documents related to his/her trip, from Monday to Saturday, 9 a.m. to 10 p.m.

As a precaution, in cases where you have not yet received your travel documents five (5) days prior to your departure (under the condition of actually having made your ORDER more than five (5) days prior to your departure), for whatever reason, HENDLER S.A.S. requests that you make it aware of this fact.

ARTICLE 11 - ADMINISTRATIVE AND HEALTH FORMALITIES

Only a national identity card or a valid passport allows you to travel. No other document will allow an adult, child or baby to travel.

As a general rule, a valid passport is required for foreign destinations that we offer outside of the European Union. Certain countries require that the passport be valid for at least six (6) months beyond the return date, and also that you have a round-trip ticket, or a return ticket and with sufficient funds, etc.

Under-age children must be in the possession of identification documents in their name. Minors travelling on their parents’ passports, as well as "old model" passports, known as Delphine passports, are now deemed insufficient. Minors must have their own individual passport.

For minors accompanied by a single parent from or to a foreign country and the French Overseas Departments and Territories, along with the usual formalities, the accompanying parent must be in the possession of a family record book as well as an authorization to exit the territory provided by the parent who is not traveling with them. The same applies to minors accompanied by third parties.

HENDLER S.A.S. will under no circumstances accept the registration of an unaccompanied minor. Consequently, HENDLER S.A.S. will not be held responsible in the case that, in spite of this interdiction, an unaccompanied minor would be registered to travel without HENDLER S.A.S.’s being aware thereof.

Likewise, HENDLER S.A.S. would like to inform USERS that certain countries require the passenger to justify having taken out emergency travel and repatriation insurance for visa issuance.

The administrative and/or health formalities required to travel will be communicated to you prior to your ORDER, within the description of our SERVICES. They will also be present in your contract, as part of an ORDER for a travel package.

HENDLER S.A.S. would like to draw the USER's attention to the necessity of being aware of information regarding health risks identified by the health authorities for all destinations and transit countries, as well as the recommendations and the sanitary measures in place against these risks, prior to the departure of the Beneficiaries and during their stay. To that end, the USER and the Beneficiaries must consult the related hypertext link: http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs_909/index.html.

In the same manner, HENDLER S.A.S. would like to draw the USER's attention to the fact that it is the USER's responsibility to be aware of abovementioned formalities, as well as the administrative formalities (such as those related to visa issuance), that would eventually need to be carried out for traveling to the destination country, and when appropriate, to the transit country.

Furthermore, to prepare correctly for your trip, no matter what your nationality, we strongly advise you to consult all the information concerning the country/countries to be visited, and concerning the required administrative and health procedures on these Internet pages: http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs_909/index.html, without forgetting countries that may be visited during connecting flights or transits.

Completing these formalities, along with paying any fees involved as a result, is your responsibility.

The formalities mentioned on the WEBSITE concern French citizens. Consequently, citizens of foreign countries must imperatively inform themselves via the competent authorities of their countries of origin before their registration, as well as the destination countries and/or transit countries.

Between the appearance of information on the WEBSITE and the departure date of the USER, certain modifications might occur. HENDLER S.A.S. thus advises the USER to consult the WEBSITE just before departure.

Finally, it is up to you to strictly abide by these formalities and to insure that your first and last names and other identification information that appears on your travel documents (reservations, tickets, exchange coupons, etc.) correspond exactly to those that are shown on your identity cards, passports, visas, etc.

If as a result of non-compliance with these administrative and health formalities, or the misidentification of your first and last names and other personal identification information, you are unable to board or disembark, the purchase price can in no way be reimbursed. In the same manner HENDLER S.A.S. will not be responsible for fees or fines and/or duties resulting from the non-compliance with Customs or health regulations of the countries visited.

ARTICLE 12 – PROOF

In accordance with the provisions of Article 1316-2 of the French Civil Code, it is expressly agreed that, except in the case of an obvious error by HENDLER S.A.S., the data saved in HENDLER S.A.S.'s information system and/or of their partners' and/or of their SERVICE PROVIDERS', notably within the electronic message tools used shall have evidential value with respect to ORDERS made and the execution of the obligations of the parties involved. Such data thus saved in computer or electronic format constitutes proof, and if given as a means of proof by HENDLER S.A.S. in any litigious or other procedure, this data would be admissible, valid and enforceable as between the parties in the same manner, under the same conditions and with the same evidential value as any document that would be drawn up, received or conserved in writing.

ARTICLE 13 - RIGHT TO WITHDRAWAL

Under the provisions of Article L. 121-40 of the French Consumer Code, the SERVICES proposed on the WEBSITE by HENDLER S.A.S. are not subject to right to withdrawal set out in Articles L. 121-20 and according to the French Consumer Code for matters of online purchases (APST and Atout France).

Consequently, the SERVICES purchased on the WEBSITE are exclusively subject to the conditions of cancellation and modification as provided for in the Standard Terms and USER will in no way be able to invoke any right of withdrawal.

ARTICLE 14 – CANCELLATION – MODIFICATION – TRANSFER BY THE USER

14.1 – CANCELLATION TERMS

14.1.1 General Provisions

Any request to cancel your ORDER must be sent to HENDLER S.A.S. by e-mail to the following address: contact@hellotrive.com.

HENDLER S.A.S. will respond to you, by e-mail where necessary, the confirmation of receipt of your request to cancel. If you do not receive this e-mail, the modification or cancellation was not taken into account. Thus, it is your responsibility in all cases to ensure receipt of the confirmation e-mail.

In the interest of legal certainty and transparency, HENDLER S.A.S. will then remind you in an e-mail of the price scale for cancellation or modification as stipulated in Article 14.2 below, and will ask you to return to us within a defined period of time, the following e-mail: "I have taken careful note of the amount of the cancellation fees indicated hereinbefore and I confirm the cancellation of my SERVICE. Date, last name, first name and mailing address," and the comment "Agreed and accepted." to confirm your request for cancellation or modification.

Only an e-mail sent by you will constitute a request for definitive cancellation or modification. Consequently, sending the e-mail after the deadline may, where required, increase the cancellation fees in the conditions of the price scale for cancellation or modification as defined in Article 14.2 hereinbelow, because insofar as it will not have been sent, the reservation will be upheld as initially set and HENDLER S.A.S. itself will remain engaged vis a vis its SERVICE PROVIDER(S), from whom it booked the SERVICE(S);

In the case of modification or cancellation, and after deduction of any amounts due pursuant to the stipulations of Article 14.2 hereof, HENDLER S.A.S. will reimburse you all sums previously paid within a reasonable timeframe, potentially subject to the specific provisions specific to certain SERVICES such as referred to in Article 14.1.2 below.

As for you, the cancellation of your SERVICE for whatever reason does not exempt you from the payment of sums of which you are liable to HENDLER S.A.S. pursuant to the provisions of this Article.

HENDLER S.A.S. would like to draw the USER's attention to the fact that external fees or those not included in the SERVICE, and already undertaken by the latter, such as those undertaken for visa issuance, other travel documents, vaccination expenses, will in no way be subject to reimbursement.

If you have taken out a policy of cancellation insurance, we would like to remind you that you will be responsible for informing the insurer directly of the cancellation or of any other claim within the conditions and deadlines indicated in the insurance contract.

14.1.2 – Special provisions for certain SERVICES

- As regards regular flights, all steps of the trip must be used, otherwise, the airline company will have the right to modify the price or cancel the seats.

Furthermore, certain airline companies do not refund the taxes on partially used tickets. Consequently, no reimbursement and no other invoice for cancellation fees may be obtained if the ticket(s) is/are not in the possession of HENDLER S.A.S.

To obtain a reimbursement of the price of the airline tickets (after any deductions of the cancellation fees referred to in 14.2 hereinafter), the USER, concurrently with the cancellation request sent by e-mail or fax, under the conditions referred to in Article 14.1 hereinbefore, must mail the ticket(s) to the company HENDLER S.A.S. by registered mail with return receipt requested along with the request in writing. The period to process the request may vary, depending on the airline company.

We would also like to inform you that, as a result of the specificity of the conditions applied by each transporter,

and according to the type of reservation made (non modifiable/non refundable ticket, delay in issuing the ticket, etc.), certain tickets may not be subject to the reimbursement set forth below. Therefore, we invite you to verify the cancellation, modification and issuance terms depending on the type of ticket booked.

- As regards SERVICES of accommodation, HENDLER S.A.S. would like to remind the USER that any and all such SERVICES interrupted or cut short or any SERVICE unclaimed by USER for any and all reasons, including, for example, failure to appear or late arrival at the meeting place, shall not give rise to a refund.
- As regards health care, the SERVICES cannot be modified. HENDLER S.A.S. would like to remind the USER that any and all such SERVICES interrupted or cut short or any SERVICE unclaimed by USER for any and all reasons, including for example, failure to appear or late arrival at the meeting place, shall not give rise to a refund.
- Tickets for shows or SERVICE ORDERS for leisure activities are neither returned nor exchanged.
- As regards travel packages, HENDLER S.A.S. would like to remind the USER that except in the case of force majeure or due to an act of a third party, that any and all holidays interrupted or cut short or any SERVICE unclaimed by USER for any and all reasons, including for example, failure to appear or late arrival at the meeting place, shall not give rise to a refund from HENDLER S.A.S.
- Insurance is never reimbursed.
- Handling fees are never reimbursed.

14.2 – PRICE SCALE FOR CANCELLATION FEES

The cancellation of your SERVICES provided however that handling fees and insurance are not refundable.

14.2.1 For accommodation SERVICES only

Over 30 days prior to departure: USER will be invoiced for 100% of the total amount, all taxes included;
Between 30 and 16 days prior to departure: USER will be invoiced for 55% of the total amount, all taxes included;
Between 15 and 7 days prior to departure: USER will be invoiced for 75% of the total amount, all taxes included;
Less than 7 days prior to departure and after the departure: USER will be invoiced for 100% of the total amount, all taxes included.

14.2.2 For one-day care and any leisure activity SERVICE without accommodation

Before the reservation date of the care at the center, or before the leisure SERVICE: USER will be invoiced for 30% of the total amount, all taxes included;
After the reservation date with the center or after the leisure SERVICE: USER will be invoiced for 100% of the total amount, all taxes included;
In the case no-show at the care center or the leisure SERVICE: USER will be invoiced for 100% of the total amount, all taxes included.

14.2.3 For travel packages

Flight are non refundable. Airport Taxes could be refund if contacting directly the airline.
Over 30 days before the departure: USER will be invoiced for 30% of the total amount, all taxes included;
Between 30 and 16 days prior to departure: USER will be invoiced for 55% of the total amount, all taxes included;
Between 15 and 7 days prior to departure: USER will be invoiced for 75% of the total amount, all taxes included;
Less than 7 days prior to departure and after the departure: USER will be invoiced for 100% of the total amount, all taxes included.

14.3 - PRICE SCALE FOR MODIFICATION FEES

14.3.1 For accommodation SERVICES only

The modification of your accommodation SERVICES, dates of stay or other modification will incur fees that will be invoiced to you according to the price scale below, it being understood that these fees will be in addition to those possibly required by the SERVICE PROVIDERS.

Modification of the dates of stay for the accommodation SERVICES:

Over 30 days prior to departure: USER will be invoiced for 30% of the total amount, all taxes included;

Between 30 and 16 days prior to departure: USER will be invoiced for 55% of the total amount, all taxes included;

Between 15 and 7 days prior to departure: USER will be invoiced for 75% of the total amount, all taxes included;

Less than 7 days prior to departure and after departure: USER will be invoiced for 100% of the total amount, all taxes included.

14.3.2 For travel packages

All of the modifications of the dates of stay and/or modification of the destination and/or the departure city and/or hotel, will be considered a cancellation and will be governed by the provisions of Articles 14.1 and 14.2 hereof.

ARTICLE 15 - CANCELLATION OR MODIFICATION BY THE COMPANY HENDLER S.A.S. AND/OR ITS SERVICE PROVIDERS

15.1 Cancellation of a travel package

If HENDLER S.A.S. was forced to cancel your trip, you would be informed immediately, and all sums paid by you would be returned to you immediately and the provisions of Article R 211-12 of the Tourism Code would apply (cf. Article 21 hereinafter).

Similarly, if HENDLER S.A.S. was forced to modify your trip before departure, the provisions of Article R 211-11 would apply (cf. Article 21 hereinafter).

15.2 Cancellation of all other SERVICES

For any other SERVICES not otherwise mentioned in Article 15.1 above, the cancellation will result in reimbursement to the USER, in a reasonable amount of time and taking into account delays imposed by the SERVICE PROVIDER, of all sums paid, without HENDLER S.A.S. being responsible in any way for obtaining any compensation whatsoever.

HENDLER S.A.S. would also like to remind you that, in the same manner, it shall in no event be held liable for any modification not otherwise mentioned in Articles 15.1 and 15.2 hereinabove,.

ARTICLE 16 – INSURANCE

No assurance is included in the price for the SERVICES proposed on the WEBSITE.

Consequently, HENDLER S.A.S. recommends that, at the time of placing the ORDER, you take out an insurance policy covering the consequences in certain cases of cancellation, and foresee an assistance contract covering certain particular risks, notably the expenses of repatriation in the event of accident or illness.

In the case of an insurance contract that you would take out, the insurance policy is accessible, before confirming your ORDER, via the hypertext link “insurance conditions” included in your ORDER summary. In any event, it is your responsibility to carefully read the insurance contract (notably the exclusion clauses, qualifying clauses or establishing the terms of the insurance) before taking it out.

The company HENDLER S.A.S. would like to draw the USER’s attention to the fact that taking out the insurance contracts proposed on the WEBSITE is definitive, so that it will not be possible to modify, replace or

cancel the contract afterwards.

The sums due for insurance remain payable in any and all circumstances, and it will not be possible to request a reimbursement except in the case of cancellation by HENDLER S.A.S. without any fault of the USER.

Claims will be made directly to the insurance company, in compliance with the terms of the insurance contract taken out by USER.

ARTICLE 17 - CLAIMS

Any claim of a commercial nature or related to the quality of the SERVICES must be notified by registered letter with request for return receipt as soon as possible, and no later than thirty (30) days from your return date, to the following address:

HENDLER S.A.S., 88, rue de Sèvres, 75007 Paris. After the thirty (30) day delay, no claim will be taken into consideration.

A return receipt of your letter will be sent to you by e-mail within a maximum of seven (7) days, as evidence that your claim was received and of its handling by the appropriate department.

Claims will only be allowed to the extent that the problems to which they are subject will have previously been reported during the execution of the SERVICE, directly on-site to the SERVICE PROVIDER or in writing (letter, fax or e-mail) addressed to HENDLER S.A.S. so that HENDLER S.A.S. and/or its SERVICE PROVIDERS attempt to address them so as to limit the damages you feel to have suffered.

Finally, the company HENDLER S.A.S. would like to draw your attention to the fact that it is up to the USER to find out, before any ORDER, about any local events such as carnivals, religious festivals/holidays, national holidays, public holidays, etc. which could affect your trip, it being stated that no claim could be subsequently made to the company HENDLER S.A.S. in this respect.

ARTICLE 18 - RESPONSABILITY

18.1 – For use of the WEBSITE and/or the APPLICATION

HENDLER S.A.S. does not guarantee that the WEBSITE will be free of anomalies, errors or bugs, nor that they will be corrected, nor that the WEBSITE may work without interruption or breakdown, nor that it is compatible with all materials and devices without exception. HENDLER S.A.S. cannot be held responsible for malfunctions attributable to third-party software.

Under these conditions, HENDLER S.A.S. cannot be held responsible for all types of foreseeable or unforeseeable and material or immaterial damage arising from the use or, on the contrary, the total or partial impossibility to use the WEBSITE.

Finally, HENDLER S.A.S. cannot control the websites referred to via hypertext links, which exist only to facilitate USER searches. HENDLER S.A.S. shall in no way be held responsible for their content.

Under these conditions, by accepting the existing Standard Terms, the USER declares being aware of the characteristics and limits of the Internet, notably as regards technical capabilities, the applications developed and about communications and data security.

18.2 – For the SERVICES

HENDLER S.A.S. will pay particular attention to the choice of its SERVICE PROVIDERS and thus will look that they respect contractual agreements undertaken vis a vis the USERS when ORDERING a SERVICE, whatever the SERVICE may be.

As regards SERVICES for travel packages, HENDLER S.A.S. will not be held liable in the case of any non-execution or improper execution of all or part of the SERVICES if caused by the USER, or in the case of a force majeure event, or an unforeseen and irresistible event caused by a foreign/unknown third party in providing the SERVICES. In any event, in the event that HENDLER S.A.S. would be held responsible, the limit of the monetary compensation referred to in Article L211-16 of the Tourism Code would be found to apply.

As regards all other SERVICES, including the sale of flights purchased separately, the company HENDLER S.A.S. will only be held responsible in the event of damages exclusively caused by an error on the part of HENDLER S.A.S, which error shall be proven by the USER (and which error can only consist, for “ flights purchased separately, in an error on its part in issuing the ticket).

ARTICLE 19 - PROTECTION OF PERSONAL DATA

The WEBSITE is regularly declared with the CNIL.

Information that the USER communicates to HENDLER S.A.S. during an ORDER will not be shared with any third party except for the SERVICE PROVIDERS responsible for the purchased SERVICES, and if need be, health authorities. This information is considered by the company HENDLER and by its suppliers as being confidential. It is used only by the internal departments of the company HENDLER S.A.S. and by its suppliers for processing the ORDER of the USER, and to reinforce and personalize the communication and the services offered to the USERS of the company HENDLER S.A.S., as relates to their centers of interest.

As a member of our WEBSITE, you expressly accept to receive our newsletter but shall have the right to request to stop receiving the newsletter at any time. Our newsletter is strictly personal.

In accordance with the Data Protection Act of 6 January 1978, the USER has a right to access to, correct, and oppose his or her personal data.

In this respect, the USER shall only make a request online or by mail to HENDLER S.A.S., by indicating his last names, first name and address.

HENDLER S.A.S. uses the services of third party advertising companies that present advertisements during your visit to the WEBSITE. These companies may use the information (excluding your name, address, telephone number, and e-mail address) gathered from your visits to the WEBSITE and other sites, in order to send you advertisements about products and services related to your centers of interest. In any event, the USER may at any moment clear the cookies from the USER’s browser(s) and free the USER from this system.

ARTICLE 20 – COOKIES

In accordance with Directive 2009/136/CE, the USER declares that the WEBSITE and the APPLICATION accept the use of cookies. Most web browsers accept the use of cookies by default, but the USER may at any moment verify the use of these cookies by modifying the USER’s browser preferences.

During your first connection to the WEBSITE, a message will appear for you to accept the use of certain of these cookies. The WEBSITE uses, in particular, the following cookies. If you would like more information about the use of cookies on our WEBSITE, do not hesitate to contact us at contact@hellotrive.com.

Analytical cookies, that allow HENDLER S.A.S. to know the number of visitors interested in the WEBSITE and to record the type of information that the USERS consult or in which they are interested in seeing.

Social cookies, that are required for social networks (Facebook, Google and Twitter). Their role is to control the interaction with social Widgets present on a given page. These cookies are used on the following domains: “facebook.com”, “google.com” and “twitter.com”.

Associated cookies, that permit tracking the visits from other Internet sites with which the WEBSITE has affiliation agreements.

Behavior/advertising cookies, that collect information about USER preferences and choices on the WEBSITE. They are used to propose customized advertising.

Technical cookies, that are strictly reserved to using this WEBSITE.

Functional cookies, that are used to provide services requested by USERS of the WEBSITE.

ARTICLE 21 – GOVERNING LAW AND JURISDICTION

These Standard Terms, and more generally, the contract that you conclude with HENDLER S.A.S., are subject to French law. Any legal conflict relating to their interpretation and/or their execution is under the exclusive jurisdiction of the French courts.

ARTICLE 22 - REPRODUCTION OF THE ARTICLES R211-3 TO R211-13 OF THE TOURISM CODE

These articles are reproduced in these Standard Terms solely for informational purposes and the USER shall be responsible for ensuring the current version of the text at the time of the ORDER.

Article R211-3

Subject to the exclusions in the third and fourth paragraphs of Article L.211-7, any offer or sale of travel services or stays result in the delivery of appropriate documents that meet the rules defined by this section. In the case of the sale of airline tickets or tickets on a regular line not accompanied by services related thereto, the seller delivers to the purchaser one or more tickets for the entire trip, issued by the carrier or under its liability. In the case of transport on demand, the name and address of the carrier on whose behalf the tickets are issued, must be mentioned. The separate billing of the various components of a tourist package does not exempt the seller from fulfilling its obligations under the regulatory provisions of this section.

Article R211-4

Prior to the conclusion of the contract, the seller must provide the consumer with information on prices, dates and other aspects of the services provided during the trip or the stay such as:

1. the destination, the means, characteristics and categories of transportation used;
2. the type of accommodation, its location, its level of comfort and its main features, its approval and its tourist classification corresponding to the regulations or customs of the host country;
3. the restaurant services proposed;
4. the description of the itinerary when it is a tour;
5. the administrative and health formalities to be carried out by nationals or by citizens of another Member State of the European Union or a State that is party to the Agreement on the European Economic Area in case of, in particular, border crossings and their delays;
6. the visits, excursions and other services included in the package or available at extra cost;
7. the minimum or maximum size of the group allowed to make the journey or the stay and, if the journey or stay is subject to a minimum number of participants, the deadline for informing the consumer in case of cancellation of the trip or holiday. This date cannot be set at less than twenty-one days before departure;
8. the amount or percentage of the price to be paid as a deposit upon signing the contract and the schedule for payment of the balance;
9. the conditions for revising prices as provided by the contract pursuant to Article R.211-8;
10. the cancellation policy for the contract;
11. the cancellation policy set out in Articles R.211-9, R211-10 and R211-11;
12. the information on the optional purchase of an insurance contract covering the consequences of certain cases of cancellation or an assistance contract covering certain special risks, including repatriation costs in case of accident or illness;
13. When the contract includes air transportation, the information for each flight segment, pursuant to Articles R.211-15 to R.211-18.

Article R211-5

Without prejudice to the exclusions provided for in the second paragraph (a and b) of Article L. 211-8, any offer and any sale of travel and holiday services give rise to the relevant documents being handed over, these documents meeting the rules defined by this heading.

In the case of the sale of tickets for transport by air or the sale of tickets for transport by regular flights not accompanied by services linked with this transportation, the seller hands over to the purchaser one or more travel tickets for the entire journey issued by the carrier or on his own account. In the case of transport being provided on request, the name and address of the carrier on whose account the tickets have been issued, must be mentioned. The separate invoicing of the various elements making up a package does not release the seller from any obligations coming under this heading.

Art. R211-6

The contract between the seller and the buyer must be in writing, in duplicate, one of which is given to the purchaser, and signed by both parties. When the contract is concluded electronically, it is concluded pursuant to

Articles 1369-1 to 1369-11 of the Civil Code. The contract must contain the following clauses:

1. the name and address of the seller, its guarantor and its insurer and the name and address of the organizer;
2. the travel destination or destinations and, in case of a segmented trip, the various periods and their dates;
3. the means, characteristics and categories of transportation used, the dates and places of departure and return;
4. the type of accommodation, its location, its comfort and its main characteristics and its tourist classification under the regulations or customs of the host country;
5. the proposed restaurant services;
6. the itinerary if it is a tour;
7. the visits, excursions or other services included in the total price of the trip or stay;
8. the total price of the services billed and an indication of any possible review of this billing pursuant to the provisions of Article R.211-8;
9. an indication, if any, of the charges or fees related to certain services such as taxes for landing, embarkation or disembarkation at ports and airports, visitor's taxes where these are not included in the price of the service or services provided;
10. the payment schedule and method; the last payment made by the buyer shall not be less than 30% of the travel or stay and shall be made upon delivery of the documents entitling the trip or stay ;
11. the special conditions requested by the buyer and accepted by the seller;
12. the manner in which the buyer may make a claim to the seller for non-performance or improper performance of the contract, which claim must be sent as soon as possible, by any means that provides a receipt to the seller, and, where appropriate, notified in writing to the tour operator and service provider concerned;
13. the deadline for informing the buyer in case of cancellation of the trip or stay by the seller if the trip or stay is subject to a minimum number of participants, in accordance with the provisions of paragraph 7 of Article R.211-4;
14. the cancellation policy for the contract;
15. the cancellation policy provided for in Articles R.211-9, R211-10 and R211-11;
16. the details of the risks covered and the amount of coverage under the insurance contract covering the consequences of the seller's professional liability;
17. the particulars of the insurance contract covering the consequences of certain cases of cancellation signed by the purchaser (policy number and insurer's name) as well as the information concerning the assistance contract covering certain special risks, including the costs of repatriation in case of accident or illness, in which case, the seller must give the buyer a document specifying at a minimum the risks covered and the risks excluded;
18. the deadline for informing the seller in case of transfer of the contract by the buyer;
19. the commitment to provide to the buyer, at least ten days before the scheduled departure, the following information:
 - a) the name, address and telephone number of the seller's local representative or, failing that, the names, addresses and telephone numbers of local organizations that can assist the consumer in case of difficulty or, failing that, the telephone number to urgently establish contact with the seller;
 - b) for the travel or stay of minors abroad, a phone number and an address providing direct contact with the child or the responsible person at the location of the stay;
20. The termination and refund clause for the amounts paid by the buyer, without penalty, in case of non-compliance with the notice requirement under 13 of Article R.211-4;
21. The commitment to provide to the buyer, in good time before the beginning of the trip or stay, the departure and arrival times.

Art. R211-7 - The buyer can transfer the contract to a transferee who meets the same conditions as him for the trip or stay, as long as the contract has not gone into effect. Unless there is a stipulation that is more favorable to the transferor, he must inform the seller of his decision by any means that can produce an acknowledgment of receipt within seven days before the trip begins. In the case of a cruise, this period is extended to fifteen days. This assignment is not subject in any case, to any prior authorization of the seller.

Art. R211-8 - When the contract contains an express right to revise prices, within the limits provided for in Article L.211-12, it must indicate the specific terms for calculating the price changes, both to the upside and downside, including the amount of related transportation costs and taxes, the currency or currencies that may affect the price of the trip or stay, the portion of the price to which the variation applies, the exchange rate for the currency or currencies used as a benchmark when setting the price shown in the contract.

Art. R211-9 - If, before the buyer's departure, the seller is forced to make a change to one of the essential elements of the contract such as a significant price increase, and when he disregards the obligation to inform referred to in 13 of Article R211-4, the buyer may, without prejudice to claiming reparation for any damages suffered, and after being informed by the seller by any means that can provide an acknowledgment of receipt:

- Either cancel the contract without penalty and obtain an immediate reimbursement of the amounts paid;
- Or accept the modification or alternative trip offered by the seller; an addendum to the contract detailing the changes is then signed by the parties; any decrease in price is deducted from the sums remaining due by the buyer and, if the payment already made by the latter exceeds the price of the changed service, the overpayment must be returned before the date of his departure.

Art. R211-10 - In the case provided for in Article L.211-14, when, before the buyer's departure, the seller cancels the trip or stay, he must inform the buyer by any means capable of providing an acknowledgment of receipt; the buyer, without prejudice to claiming reparation for any loss suffered, shall obtain from the seller the repayment of the sums paid without penalty; the purchaser shall receive, in this case, an compensation at least equal to the penalty he would pay if the cancellation was of his own act by that date. The provisions of this Article shall in no way prevent the conclusion of an amicable agreement whose purpose is the acceptance by the buyer of an alternative trip or stay proposed by the seller.

Art. R211-11 - When, after the buyer's departure, the seller is unable to provide a major portion of the services under the contract representing a significant percentage of the price paid by the buyer, the seller must immediately make the following provisions without prejudice to claiming reparation for any loss suffered:

- Either offer services to replace the services to be provided and bear any additional cost and, if the services accepted by the buyer are of inferior quality, the seller must reimburse him the price difference, upon his return;
- Or, if unable to propose any alternative service or if this is refused by the buyer for valid reasons, provide tickets to the buyer, at no extra price, to ensure his return, in conditions that may be deemed equivalent, to the place of departure or to another location agreed by both parties.

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

Article R211-12

Within the terms of the Article L.211-15, when the seller cancels the journey or the holiday before the buyer's departure, he or she must inform the buyer by registered letter with acknowledgement of receipt; the buyer, without prejudice to any other right to damages, receive from the seller an immediate reimbursement of sums previously paid, without penalty; the buyer receives in this case an allowance at least equal to the penalty that he or she would have had to pay if he had cancelled the trip or stay at that time.

The provisions of this Article under no circumstances prevent the reaching of an amicable agreement by which the buyer a replacement journey or holiday offered by the seller.

Article R211-13

When, after the departure of the buyer, the seller cannot provide a major part of the services expected as per the contract representing a non-negligible percentage of the price paid by the buyer, the seller must immediately take the following steps without prejudice to any other right to damages:

- Either offer services in replacement of the expected services, the seller bearing any extra cost involved, and, if services accepted by the buyer are of lower quality, the seller must reimburse him or her, on his or her return, for the difference in price;
- Or, if he or she can offer no replacement or if the replacement is refused by the buyer for valid reasons, the buyer must provide travel tickets to the seller, at no additional charge, to assure his return to the place of departure or another place accepted by both parties, under conditions that can be considered as equivalent.

The provisions of this Article shall apply in case of non-compliance with the requirement in 14 of Article R. 211-6.

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