

TERMS AND CONDITIONS OF SALE

ONLINE SERVICES

PROFESSIONAL RESELLERS

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I. TERMS COMMON TO ALL SERVICES

1) Identity of seller and acceptance of the Terms and Conditions of Sale

The Services placed online and sold on the "e-commerce" platform of the Website <https://en.nice.aeroport.fr/> and whose terms and conditions of sale are described below, are proposed by the company:

AEROPORTS DE LA COTE D'AZUR ("ACA")

a limited liability company governed by an executive board and a supervisory board with share capital of €148,000, headquartered at Aéroport Nice Côte d'Azur, rue Costes et Bellonte – BP 3331 – 06206 NICE Cedex 3, registered in the Nice Trade and Companies Register under the number 493 479 489, managing company of Nice Côte d'Azur Airport and Cannes-Mandelieu Airport, by interministerial order dated 24 January 1956 as amended, VAT number: FR35493479489

Any purchase of a Service via the Website implies acceptance of these Terms and Conditions of Sale by the Business Partner. Services sold by ACA do not carry any legal or commercial warranty.

These Terms and Conditions of Sale are subject to change at any time; however, only those in force at the time of the sale of a Service, previously accepted by the Business Partner and attached to its order confirmation, are opposable.

The fact that ACA does not avail itself, at any given time, of any of these Terms and/or an infringement by the Business Partner of any of the obligations described herein, may not be interpreted as a waiver by ACA of the said Terms at a later date.

2) Definitions:

With respect to the present Terms and Conditions of Sale, the following words have the meaning defined below:

- **Airport** means Aéroport Nice Côte d'Azur.
- **End Customers** refers to adult individuals or legal entities, contracting with the Business Partners and ultimately benefiting from the Service on the Airport by means of the Access pass purchased by the Business Partner via the Website.
- **Terms and Conditions of Sale** means the present Terms and Conditions of Sale and use of the Services.
- **Business Partner** refers to any person operating as a travel agency, air transport operator or any other type of service provider, duly established in accordance with the regulations in force, and booking the Service on a professional basis in its own name in order to make the Service available to End Customers (resale of access passes).
- **Website** means the site <https://en.nice.aeroport.fr/> and any variation of the latter in mobile format (optimized site or application).
- **Service** means any service available on the Airport and sold online by ACA, as described and illustrated on the Website and whose special terms and conditions are described below.

3) Marketing of the Services

3.1. Relationships and responsibilities between ACA, Business Partners and End Customers

It is understood that these Terms and Conditions of Sale constitute a service contract concluded solely between the Business Partner and ACA.

ACA does not enter into any contract with the End Customer and remains **a third party** to the contract entered into by and between the Business Partner and the End Customer ultimately benefiting from the Service.

For this reason:

- Aéroports de la Côte d'Azur is responsible for the performance of the Service only with respect to the Business Partner and not the End Customer.
- The Business Partner remains fully responsible with respect to their End Customers for the performance of the Service and all of the obligations imposed by the French Consumer Code of Law relating to consumer information and the formation of contracts.
- It undertakes to communicate to its End Customers all of the pre-contractual information related to the Service, including:

- these Terms and Conditions,
 - the laws and regulations applicable on the Airport,
 - all the details and illustrations of the Service available on the Airport Website.
- The Business Partner guarantees ACA against any recourse by End Customers because of poor performance of the Services and/or a lack of pre-contractual information.

The Business Partner recognizes that it's on his own account independently.

The Parties agree that these Terms and Conditions cannot be deemed to constitute in any way a subsidiary or common company, or to create any ties of subordination or representation, mandate, agency or any other similar relations between the Parties.

3.2. Prohibition on resale

The Business Partner is prohibited from reselling the Services to the following persons:

- to individuals under 18 years of age;
- to any person whose purpose is to market the Service to third parties (chain marketing).

3.3. Resale price

The Business Partners undertake to resell the Service at the same public rate sold by ACA, as indicated on the scale available on the Website:

<https://btob.nice.aeroport.fr/Professionals/AIRLINES-SERVICES/Airport-Fees>

3.4. Commission

ACA agrees to pay a commission to the Business Partner for the resale of its Services. The conditions for the payment of these commissions are stipulated in the Terms and Conditions specific to each Service (chapter 2).

4) Creating an online account

The Service is sold on the Website and is therefore accessible to Business Partners with an internet connection, according to the availability of the Website.

The use of the Service by the Business Partner is subject to the condition that they have created a personal account on the Website beforehand and therefore have a valid e-mail address.

Business Partners must complete all the mandatory fields in the Service subscription form in order to proceed with the purchase and benefit from the Service. ACA reserves the right to refuse or cancel any transaction, if the data provided are incorrect or incomplete.

5) Protection of personal data

ACA and the Business Partner undertake to respect the laws and regulations in force relating to the protection of personal data and more particularly the General European Regulation on the Protection of Data (GDPR) of 27 April 2016.

The Business Partner undertakes in particular to obtain permission systematically from End Customers prior to the transmission of their personal data to ACA. It is the Business Partner's responsibility to provide the End Customers with information regarding the processing of their data and their rights.

The Business Partner is informed that ACA has implemented a personal data protection policy available via the following link: <https://en.nice.aeroport.fr/Passengers/Personal-data-protection-policy>

ACA undertakes to:

- process the personal data of the Customers communicated by the Business Partner for the sole performance of the Service.
- securely retain personal data transmitted via the Website.
- guarantee the confidentiality of personal data processed within the framework of this contract.
- ensure that persons authorized to process personal data under this contract:
 - undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality,
 - receive the necessary training in the protection of personal data.
- take into account, with respect to tools, products, applications or services, the principles of data protection as of the design stage, and the protection of data by default.
- notify the Business Partner of any personal data breach as soon as possible after having read it.

Upon completion of the Service, ACA will delete all personal data.

ACA may use a subcontractor (hereinafter "the Subcontractor") to carry out specific data processing activities.

In accordance with the GDPR, End Customers will be able to exercise their rights:

- either direct with ACA: dpo@cote-azur.aeroport.fr,
- or with the Business Partner who will have to inform ACA of the requests of the End Customers.

The Business Partner undertakes to communicate to ACA the details of his DPO.

6) Online rates and terms of payment

The rates applicable to each Service provided by ACA are published in the public rate brochure of the Airport accessible via the following link:

<https://btob.nice.aeroport.fr/Professionals/AIRLINES-SERVICES/Airport-Fees>

ACA reserves the right to modify the rates of the Service at any time without prior notice, providing that the applicable rates are those in effect at the time of the transaction.

Each Service is payable online, when ordering, using the following payment methods:

- Bank card: Credit Card, VISA, MASTERCARD, AMERICAN EXPRESS;
- Paypal.

The payment is made on a secure web page. The amount of the purchase is debited as soon as the transaction is finalised, giving rise to an invoice that can be viewed and printed out.

If the means of payment is invalid, the bank transaction will be refused and the sale will not be effective. It will therefore be cancelled automatically.

Business Customers can also opt for monthly payments by direct debit at the end of the month.

In case of rejection of the Business Partner's monthly payment, late payment will result in the application of late payment penalties, due the day following the date of debit, at the fixed annual rate of 12% without the need for prior formal notice. Notwithstanding the penal clause in a specific Service contract between the Parties, the Business Partner will also be required to pay a fixed sum of €40 excluding VAT for collection costs (see Article L.441-6 of the French Commercial Code), and the costs incurred by the processing of arrears by ACA's Litigation department.

7) Liability - Insurance

In accordance with Article L. 221-15 of the French Consumer Code, the Business Partner is legally liable to the consumer (End Customer) for the proper performance of the obligations arising from the contract, except in cases where the non-performance or improper performance of the contract is attributable either to the consumer or to the unforeseeable and unavoidable presence of a third party to the contract, or to a case of force majeure.

In accordance with article 3, the Business Partner undertakes to ensure that the End Customer complies with these Terms and Conditions of Sale and thus remains fully liable to ACA for the use of the Service by its End Customers.

ACA cannot in any way be held liable for any damage or loss of any kind, whether it be immaterial, consequential or not.

ACA cannot be held liable for any non-fulfilment of an order due to the unavailability of the Website, loss of identifiers, disruption or problems related to the means of communication, any case of force majeure.

Neither the Business Partner nor the End Customer may exercise recourse against ACA or its insurers in the event of use by a third party of the Pass or right of access made available to the Business Partner or End Customer.

In accordance with the above, the Business Partner will make it their personal business to cover the aforementioned risks, with a reputedly solvent Insurance Company, and waive any recourse against ACA, its agents and Insurers, the State and its agents, for any damage and/or claims registered to this effect.

In the event of a claim for which it is liable under these Terms and Conditions, the Business Partner will be able to present to ACA an insurance certificate in force in accordance with these provisions accompanied by the waiver of recourse by the Insurers against ACA, its agents and its insurers, the State and its agents.

8) Intellectual property

By providing access to the Website (<https://en.nice.aeroport.fr/>), ACA only grants the Business Partner a private, individual and non-exclusive right to the content of the site.

All reproduction rights are reserved, including downloadable documents and iconographic and photographic representations.

Any networking, redistribution or reproduction, either partial or complete, in any format whatsoever, even partially and on any electronic medium, is strictly forbidden without the express permission of ACA.

9) Applicable Law and Regulations on the Airport Concession

Any user of the Airport (End Customers and Professionals included) is held to strictly abide by the laws, regulations and instructions in force on the aeronautical concession, with particular respect to the prefectural decrees for policing (security / general policing) and the Operating Regulations (regulations governing car parks, bus stations etc.).

In this context, any Professional undertakes to respect and strictly apply the aforementioned rules, and prohibits in any case from engaging in any unauthorized or illegal activity on the Airport. Otherwise, ACA reserves the right to prohibit or withdraw the rights granted to the Professional in order to market the Services and to delete the corresponding online account if necessary.

The current Prefectoral Police Ordinance is available via the following link:

<https://www.nice.aeroport.fr/content/download/425778/15256740/version/1/file/AP.ANCA.16102017.pdf>

10) Dispute Resolution - Language

These Terms and Conditions of Sale are subject to French law.

Only the French version of these terms and conditions shall prevail between the Parties.

In the event of dispute, ACA and the Business Partner undertake to do their best to reach an amicable settlement.

If an amicable settlement cannot be reached, all disputes pertaining to the interpretation or enforcement of these conditions will be referred to the competent courts of Nice.

11) Contacts

All requests for information, additional details and any complaints must be sent to the following address:

- By post: ACA, Espace Relation Customers, Rue Costes et Bellonte, BP 3331, 06206 NICE Cedex 3.
- By email: nice.aeroport@cote-azur.aeroport.fr
- By telephone: 0820 423 333* (*€0.12 / min) or +334 898 898 28 from abroad.

If available, the Business Partner may also contact ACA via the contact details of the managers of each Service, as indicated in the terms and conditions below.

12) Miscellaneous

The fact that one of the Parties does not demand the application of any particular clause of the Contract, permanently or temporarily, shall not be considered a waiver of the said clause.

This Contract entered into on-line represents the entire original agreement entered into and prevailing between the Parties. It replaces and cancels all contracts previously entered into by and between the Parties relating to the same subject.

The Contract cannot be deemed to constitute in any way a subsidiary or common company, or to create any ties of subordination or representation, mandate, agency, or any other similar relations between the Parties.

Prior to the signing of the contract, the Parties declare that they have received from one another all the information necessary for its conclusion and proper performance and that they have been able to ask each other any questions they wish, such that they consider themselves to be in full possession of their rights in accordance with Article 1112-1 of the French Civil Code of Law.

No special conditions, except those formally accepted in writing by Aéroports de la Côte d'Azur, shall prevail over the following provisions, so that the application of Article 1119, paragraph 2 of the French Civil Code of Law is excluded.

TERMS AND CONDITIONS SPECIFIC TO EACH SERVICE (SOLD TO THE END CUSTOMER)

1) PARKING BOOKING SERVICE - "CLICK & PARK"

Article 1 – Description of the service

The Click & Park Service allows Customers to book a parking space via the **Website** for a specific person, date and time. This offer is made on the basis of a limited number of places and offered to Business Partners within the limits of the places available.

Only Business Partners who have previously booked on the Website may benefit from this Service.

This Service enables access a prepaid parking space with a vehicle for a limited period of **40 days maximum in accordance with the Airport car park regulations**.

It is strictly forbidden to combine two consecutive bookings.

The booking period must be respected. Only "light" vehicles of a maximum height compliant with the limits indicated in the table below can park there:

Parking	Maximum height
P2	1m85
P4	2m20
P5	2m10
P6	2m30
P7	2m10
P9	2m20
G1	1m76
G2	2m10

Details and illustrations of the Service (car park maps, access roads, etc.) are available for Business Partners on the Website.

Article 2 – Booking and use conditions

The Service is marketed only on the internet and accessible to persons who have created a personal account and have an e-mail address.

Once the account has been created and payment has been taken, the Business Partner receives a confirmation email to their email address with a summary of their order and a car park access code.

In order to open the car park barrier, the Business Partner is required to enter (digicode) or present (2D code) the access code at the entrance control terminals provided for that purpose.

Access to the car park will not be authorised prior to the booking start date registered at the time of the order. To exit the car park, the ticket given upon entry must be inserted, and if necessary, an extra fee must be paid for exceeding the booked parking time.

Warning: it is important to allow sufficient time between the arrival time of the flight and the exit time of the car park. ACA cannot be held responsible for any lateness due to events outside the service.

Article 3 – Special obligation of the Business Partner - Parking Lot Regulations

Any use of the Service and therefore of the car parks of the Airport is subject to the [Airport Car Park Regulations](#).

As such, each Business Partner informs the End Customer of the obligation to respect the rules of the highway code outside as well as inside the car park.

The Parking regulations are available on the Website [by clicking here](#).

Fines will be issued if these rules are not adhered to (parking taking up 2 parking lots, inconvenient positioning, etc.).

Article 4 – Characteristics of the access code

The access code issued to the Business Partner, who provides it to the End Customer, is strictly confidential and personal and it is the responsibility of the End Customer to keep the code until it is used to enter the car park.

ACA declines any responsibility in case of fraudulent use or by a third party.

Article 5 – Parking overstay

If the End Customer stays longer than the booked parking period, the additional amounts described below must be paid, applicable from the first hour of overstay:

- € 15/day additional fee for car park P9
- € 19.1/day of overstay for car parks P2 and P5 only in the areas reserved for Club Airport Premier members
- € 25/day of overstay for car parks P2, P4, P5, P6 et P7
- € 35/day of overstay for car parks G1 and G2

End Customers can then pay directly by credit card on the automatic pay stations or the exit terminals provided for this purpose or, or by going to the cash register for payment in cash or by check.

All the tariffs applicable to the services which are governed by these terms and conditions are freely available on the Website: <http://professionnels.nice.aeroport.fr/Entreprises/SERVICES-COMPAGNIES/Tarifs-redevances-aeroportuaires>

Article 6 – Modifications – Cancellations – Withdrawals

6.1 Modifications

The Business Partner may modify a booking by logging into the Business Partner Area of the Website on the "My Account" tab.

This is the only means of modification possible. Bookings cannot be modified in the Customer Relations Area (ERC).

Modifications can be made to a booking up to 5 minutes prior to the time of entry to the car park. Once the vehicle is parked, no modification is possible.

Modifications are in all cases subject to the availability of parking spaces.

If the booking, after having been modified, is of a lesser amount than the initial booking, **the difference will not be refunded.**

If the booking, after having been modified, is of a higher amount than the initial booking, the Business Partner must pay for the excess.

A booking can only be modified **once.**

6.2 Cancellation

Any order made on the Website may be cancelled free of charge by the Business Partner **up to 24 hours before the date and time of parking**, by connecting to the Customer Area of the Website via the "My Account" tab.

In case of cancellation, the refund will be paid directly to the Business Partner's bank account (account attached to the credit card when booking or Paypal account).

Article 7 – Commissioning

As a result of the volume of business brought to ACA, in return for the resale of the Service, Business Partners will be paid a commission of 10% calculated monthly on the basis of the current public rate, as follows:

- (a) For Business Partners opting for monthly payments by direct debit at the end of the month. The commission will be deducted from the total amount owed by the Business Partner to ACA.
- (b) For Business Partners opting for payment at the time of order, the commission calculated on the total amount due will be deducted from the payment of the order.

In the event the booking is cancelled by the End Customer or the Business Partner, no commission can be granted to the Business Partner.

2) "NICE ACCESS" PRIORITY NO-QUEUE SERVICE

Article 1 – Description of the Service - Limits

The "Nice Access" Service is a service that can be booked online via the Airport Website allowing the Business Partner to have the End Customer benefit from No-queue access to the security checkpoints in the terminals of the Airport on a date defined at the time of purchase.

This no-queue service does not allow the End Customer to avoid the security checks.

The availability of the Service (access via terminal 1 or 2) may vary depending on the operating constraints of the terminals (including capacity constraints). ACA does not guarantee any speed or fluidity of access to security checkpoints and/or the priority lanes under any circumstances, particularly at times when large numbers of passengers are present.

Article 2 – Terms of use - Access pass

The Service is marketed only on the internet (except for access granted directly by certain authorized airlines to their customers).

Once the account has been created and payment has been made, the Business Partner receives a confirmation email or an SMS (depending on the option selected at the time of booking) to their email address with a summary of their order and an access pass for the Service.

This access pass is presented in the form of:

- an electronic document containing a 2D code, which the End Customer undertakes to print in order to use it, either (according to the choice of the Business Partner)
- a 2D code sent by SMS to their mobile phone number (the Business Partner acknowledges it has a valid telephone number and the necessary equipment and telephone subscription to receive and present the 2D code in front of the entrance control terminals on the planned day of use).

The Business Partner undertakes to communicate the Access pass to the End Customer so that the latter has access to the No-queue service.

This Access Pass:

- is unique and allows only one pass (the code becomes immediately inactive after the 1st use).
- grants access to the Service during a time slot (date/time) available at the time of order, chosen and validated online by the Business Partner (nevertheless it remains usable between 1 hour prior to the chosen time slot and 6 hours after the chosen time slot).
- must be inserted into the entrance control terminals provided for this purpose, located at the entrance to the priority lanes (the 2D code must be presented on a printed page or on the screen of a mobile phone/tablet and displayed in front of the entrance control terminal).

The Access Pass issued is strictly personal and confidential and must be carefully kept until it is used at the entrance to the priority queue covered by the Service.

ACA declines any responsibility for misuse of the Access Pass in accordance with these terms, in the event of use by a third party or fraudulent use.

ACA reserves the right to cancel the Access Pass if it appears that fraudulent use is suspected.

Note: it is important to allow sufficient time between going through the security checkpoints and the flight departure time. ACA cannot be held responsible for any lateness due to events outside the service.

Article 3 – Special Obligation - Police / Security Rules

The Business Partner agrees to inform the End Customer of the following specific obligations:

- Customers of the Service are subject to the prefectural policing order in force at the Airport, which, in accordance with the applicable legislation, defines the procedures for the movement of Airport Customers in public areas and departure lounges (including compulsory security checks).
- Each Customer must obey these rules and regulations and accept all the necessary security checks in order to access the departure lounges, failing which they will be subject to administrative fines or legal proceedings.

Article 4 – Modification – Cancellation

4.1 Modifications

No modifications may be made to the order once it has been paid for.

4.2 Cancellation

No orders may be cancelled once they have been paid for.

Article 5 – Commissioning

As a result of the volume of business brought to ACA, in return for the resale of the Service, Business Partners will be paid a commission of 10% calculated monthly on the basis of the current public rate, as follows:

- (a) For Business Partners opting for monthly payments by direct debit at the end of the month. The commission will be deducted from the total amount owed by the Business Partner to ACA.
- (b) For Business Partners opting for payment at the time of order, the commission calculated on the total amount due will be deducted from the payment of the order.

In the event the booking is cancelled by the End Customer or the Business Partner, no commission can be granted to the Business Partner.

3) VIP WELCOME SERVICE AT NICE CÔTE D'AZUR AIRPORT

Article 1 – Description and conditions of supply of the Service:

As described on the page of the Website, the purpose of the Service is to enable Business Partners to book one or more welcome services for persons at the Airport, on both departure and arrival, either on their own behalf or for their End Customers.

The Service is available every day of the year during the Airport's opening hours.

It is provided at a time agreed with the Business Partner, on the basis of the appointment times proposed by ACA that are aligned with the scheduled flight times, and up to 2 hours before the flight (for departures).

The Business Partner, or the End Customer to be welcomed, will be greeted by the ACA welcome officer on the agreed date, time and meeting point, with a sign, tablet or any other document on which will be displayed the first and last names of the person(s) to be welcomed.

When the booking is made on behalf of a third party (identified at the time of booking the Service), the Business Partner undertakes to transfer all the information about the welcome service to the third party in question (place and time of appointments, contact details of the welcome officer etc.).

The Business Partner is informed that:

- ACA cannot be held responsible for the non-performance of the Service if, for any reason, the passenger(s) to be welcomed do not report to the ACA welcome officer and/or are not present on time at the agreed place of appointment. No refund would then be possible.
- ACA cannot guarantee the delivery of the Service when arrivals or departures are delayed by more than 1h30. In this case, ACA is no longer bound by any obligations, but will nevertheless do its utmost, depending on the availability of its personnel, to deliver the Service, failing which, no refunds are possible.
- last-minute bookings can be made less than 8 hours before the required appointment time. However, ACA cannot guarantee this type of Service, and reserves the right to cancel the Service at any time up to 2 hours before the appointment. In this case, the Business Partner will be refunded in full for the order, without any right to claim compensation.

Article 2 – Availability

Business Partners can book the “VIP WELCOME” Service at the times and on the days proposed by ACA in the online booking form.

ACA can limit bookings to a maximum number of transactions per day.

Article 3 – Modification – Cancellation

3.1 Modifications

Business Partners can change the time of their appointment by clicking on the following link: vipservice@cote-azur.aeroport.fr.

ACA reserves the right to refuse changes if no welcome officer is available, and in particular in the event of arrivals well in advance of the scheduled time of the appointment in the terminal.

Changes to appointment times approved by ACA may be subject to charges for overtime.

3.2 Cancellations - Refunds

Business Partners can cancel their orders.

All cancellations, even partial, must be made on the web site

All Services that are cancelled:

- later than 48 hours in advance will be charged at 50% of the applicable rate, in which case the balance will be refunded;
- on the day of the appointment, will be charged in full, in which case no refunds will be made.

Services cancelled without notice will be charged in full.

ACA reserves the right to cancel the contract in the event of force majeure or any incidents beyond its control (strikes, fire, flooding, safety or security problems, etc.). In this case, Business Partners' orders are refunded in full.

Article 4 – Direct contact with the VIP Welcome Service

Business Partners can contact the VIP Welcome Service direct by email: vipservice@cote-azur.aeroport.fr

Article 5 – Commissioning (applicable from 1 January 2019)

As a result of the volume of business brought to ACA, in return for the resale of the Service, Business Partners will be paid a commission of 10% calculated monthly on the basis of the current public rate, as follows:

- (a) For Business Partners opting for monthly payments by direct debit at the end of the month. The commission will be deducted from the total amount owed by the Business Partner to ACA.
- (b) For Business Partners opting for payment at the time of order, the commission calculated on the total amount due will be deducted from the payment of the order.

In the event the booking is cancelled by the End Customer or the Business Partner, no commission can be granted to the Business Partner.

4) ACCESS TO VIP LOUNGES AT NICE CÔTE D'AZUR AIRPORT

Article 1 – Description of the service:

The Service enables Business Partners to purchase, via the Website, one or more access passes/rights to the VIP Lounges within the departure lounges of the Airport terminals, for the purpose of reselling them to their End Customers ("Access Passes").

Within the VIP Lounges, ACA provides End Customers with an extensive range of services, including welcome services, information and catering services.

These VIP Lounges have limited capacity and access is subject to availability (see below).

Information relating to the number, location and availability (timetables and open and close dates) of the VIP Lounges and the description of the services available in each, are outlined on the page reserved for that purpose of the Airport Website, and are accessible prior to any transaction.

The rates are valid regardless of the time of entry to the VIP Lounge and the length of time the Service is used.

Article 2 – Use of access passes/rights

The Business Partner may purchase access passes for a day of their choice, including same-day passes.

The purchase of access passes may be limited by ACA to a maximum number of transactions per day, as defined on the online subscription form available to Business Partners.

- Reception and presentation of access passes/rights:

Once online payment has been taken, the Business Partner receives a confirmation of purchase to their email address.

This confirmation contains an access code (which may be in the form of a multidimensional QR barcode or another form) which enables entry to the VIP Lounge.

The Business Partner undertakes to:

- forward this confirmation to the End Customer, and,
- inform the End Customer of the obligation to print the confirmation and present the code at the VIP Lounge reception, in order to gain access.

Failure to do so may result in entry being refused.

Depending on the availability of the option on the Website, Business Partners may also choose to receive the access code on their mobile, via SMS or any other mobile application. They also undertake to provide this code to End Customers to enable them to present the code at the VIP Lounge reception, using their own mobile device, in order to gain access.

For Business Partners with a loyalty card authorized by ACA (including holders of the "Airport Premier" card), the latter may, once the payment has been made, access the Lounge simply by presenting their loyalty card.

Business Partners are reminded that the access code provided by ACA in the purchase confirmation is strictly confidential and personal. End Customers must keep the access code until the intended day of use in order to gain access to the VIP Lounge. ACA declines all responsibility in case of loss and/or fraudulent use or by a third party. The same applies to the loyalty cards ("Airport Premier" card included).

- **Validity of access passes/rights**

The purchase of a VIP Lounge access pass grants End Customers (whether or not they have a loyalty card) the right to access a single VIP Lounge of their choice, subject to the availability of the chosen Lounge.

An access pass (attached to an access code or a loyalty card) can only be used once: the End Customer who has entered the first VIP Lounge **cannot leave and subsequently re-enter the same Lounge** or enter another Lounge, unless a new access pass has been purchased.

An access pass is only valid for the day chosen by the Business Partner.

The Business Partner hereby agrees that:

- the offer, which is accessible via the Service, is based on a limited number of spaces in the VIP Lounges and is therefore made available to End Customers within the limit of available seats, at the time of the request.
- depending on their flight destination, the End Customer may only have access to certain VIP Lounges within the corresponding departure lounges. In all cases, the Business Partner must undertake to verify the availability of the VIP Lounge they wish to use, depending on the intended travel plans of the End Customer.
- the End Customer must take all necessary measures to go through airside security checks in good time, and if necessary, any police or custom checks they must go through before entering the VIP Lounge.

The Business Partner undertakes to inform the End Customer of this necessity prior to the sale of the VIP Lounge access pass.

Article 3 – Mandatory rules

ACA reserves the right to deny an End Customer access to the Lounge, or to request the latter leave the Lounge in cases where the End Customer:

- cannot present a valid Access Pass, and/or
- shows up in an obvious state of intoxication, and/or
- poses a threat to public order, or is liable to disrupt the comfort and tranquillity of other users within the VIP Lounge.

ACA may also refuse entry to any holder of an Access Pass, in accordance with airport security regulations and particularly if the maximum capacity of the VIP Lounge has been reached at the time the holder presents their access pass at the VIP Lounge entrance. ACA will make its best efforts to ensure that End Customers can access the Lounges but ACA cannot guarantee the availability of seats in advance.

During their time in the VIP Lounge and the use of the services provided, End Customers will make it their personal business to connect their devices to an electrical or computer network available within the VIP Lounge and will assume full responsibility for their devices.

End Customers undertake to comply with any other applicable regulations inside the VIP Lounge, particularly those relating to security, hygiene and safety.

Article 4 – Modification – Cancellation

4.1 Modifications

No modifications may be made to the order once it has been paid for.

4.2 Cancellation

No orders may be cancelled once they have been paid for.

Article 5 – Commissioning

As a result of the volume of business brought to ACA, in return for the resale of the Service, Business Partners will be paid a commission of 20% calculated monthly on the basis of the current public rate, as follows:

Methods of repayment:

- (a) For Business Partners opting for monthly payments by direct debit at the end of the month. The commission will be deducted from the total amount owed by the Business Partner to ACA.
- (b) For Business Partners opting for payment at the time of order, the commission calculated on the total amount due will be deducted from the payment of the order.

In the event the booking is cancelled by the End Customer or the Business Partner, no commission can be granted to the Business Partner.