

TERMS AND CONDITIONS OF SALE

ONLINE SERVICES

FOR CONSUMERS

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I. SERVICES PROVIDED BY AEROPORTS DE LA COTE D'AZUR (ACA)

A. TERMS COMMON TO ALL ACA 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 Service on the Website implies acceptance of these Terms and Conditions of Sale by the Customer. The complete pre-contractual information for the consumer is provided by these Terms and Conditions of Sale and by all the information available on the pages reserved for each Service on the Website.

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 Customer and attached to its order confirmation, are opposable.

The fact that Aéroports de la Côte d'Azur does not avail itself, at any given time, of any of these Terms and/or an infringement by the User of any of the obligations described herein, may not be interpreted as a waiver by Aéroports de la Côte d'Azur of the said Terms at a later date.

The Customer states it is fully entitled to enter into the present contract and fulfil the obligations or benefit from the rights stipulated therein.

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;
- **Customer** means any adult individual or (duly established) legal entity using the Service and/or having subscribed to a Service via the Airport Website;
- **Terms and Conditions of Sale** means the present Terms and Conditions of Sale and use of the Services;
- **Website** means the site <https://en.nice.aeroport.fr/> and any variation of the latter in mobile format (optimized site or application);
- **Service** 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) Access to Service - Marketing Ban

Services sold under these Terms and Conditions of Sale are not accessible:

- to individuals under 18 years of age;
- to legal entities whose purpose is to market the Service to third parties.

Unless otherwise provided, the Service cannot be sold to any third parties, without the express permission of Aéroports de la Côte d'Azur. Any persons who purchase/resell the said Service for commercial purposes will be prosecuted.

Business Partners wishing to market the said Services to their own customers are requested to contact ACA and/or to read [the conditions applying to this kind of activity](#).

4) Creating an online account

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

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

Customers 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;
- to suspend or cancel the Customer's account in the event of non-compliance with its obligations under this agreement (in particular with respect to any payment obligations).

5) Protection of personal data

ACA agrees to protect these data in accordance with the provisions of the European General Data Protection Regulation (GDPR) of 27 April 2016.

The personal data communicated by the Customer via the Website are collected with the latter's consent, in order to allow the opening of the personal account and the subscription to the Service.

The type of data necessary for the creation of the personal account and the subscription to the services provided by ACA are detailed in full in article 3 of our personal data protection policy: <https://www.nice.aeroport.fr/en/personal-data-protection-policy>

These personal data is confidential and will only be used to manage the personal account. ACA undertakes not to disclose to third parties personal data relating to the Customer without the latter's authorization.

For any further information or request, the Customer is invited to contact ACA at: dpo@cote-azur.aeroport.fr

6) Right of withdrawal

The Services provided by ACA include welcome services, the booking of parking spaces or access to lounges or other services, provided on a specific date or period. Consequently, Customers have no legal right of withdrawal, in accordance with the provisions of article L. 121-21-8 of the French Consumer Code of Law. Customers however have the right to modify and/or cancel bookings as defined in the conditions specific to each Service below.

7) 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.

The Service can only be paid for online when ordering, using the following means of payment:

- 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 Partners can also opt for monthly payments by direct debit at the end of the month.

In case of rejection of the 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, Business Partners 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.

8) Liability - Insurance

In accordance with Article L. 221-15 of the French Consumer Code, ACA is legally liable to the consumer 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.

However, ACA cannot be held responsible for any indirect damages such as, without this list being exhaustive, damage to image, foreign exchange losses, lost profit, income, turnover, data, customers or orders.

ACA cannot be held responsible for the non-fulfilment of the order, especially in case of unavailability of the Website, disruption or an all-out or partial strike affecting the means of communication in particular.

9) Intellectual property

By providing access to the Website (<https://en.nice.aeroport.fr/>), ACA only grants the Customer 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.

10) Regulations specific to airports

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

These texts are accessible to the public via the following link:

<https://www.nice.aeroport.fr/en/legal-notice>

11) 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 Customer undertake to do their best to reach an amicable settlement.

The Customer may also:

- refer free of charge any disputes of a contractual nature that oppose them to the ACA company to the consumer Ombudsman designated below: **MTV Médiation Tourisme Voyage, BP 80 303 - 75 823 Paris Cedex 17**, www.mtv.travel. Consumers can only refer to the mediator if they have already attempted to settle the dispute directly with ACA in a written complaint, and have not received a satisfactory answer within 60 days from the date when the initial complaint was received. All the other procedures for referral to the mediator are available on its website: www.mtv.travel).
- refer any dispute to the Online Dispute Resolution platform set up by the European Union: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>

If an amicable settlement cannot be reached, all disputes pertaining to the interpretation or execution of these conditions will be referred to:

- the common law courts,
- the competent courts in Nice, if the Customer is a commercial trader.

12) Ethics

In the framework of the services it provides, ACA confirms that it complies with the ethical standards and principles set out in the Mundys Group Code of Ethics (Anti-corruption policy), the link to which can be found on the ACA website <https://corporate.nice.aeroport.fr/the-group/anti-corruption-policy> This Code of Ethics and Conduct clearly states the values that underpin its objectives.

13) Contacts

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

- By post: ACA, Espace Relation Clients, Rue Costes et Bellonte, BP 3331, 06206 NICE Cedex 3.
- By email: nice.aeroport@cote-azur.aeroport.fr
- By telephone: 04 93 21 38 38 (non surcharged call)

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

B. TERMS AND CONDITIONS SPECIFIC TO EACH ACA SERVICE

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 Customers within the limits of the places available.

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

This Service entitles Customers to 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:

| Car Park | Maximum height |
|-----------------|-----------------------|
| P2 | 1m85 |
| P3 | 2m20 |
| P4 | 2m20 |
| P5 | 2m10 |
| P6 | 2m30 |
| P8 | 2m90 |
| P9 | 2m20 |
| G1 | 1m85 |
| G2 | 2m00 |

Details and illustrations of the Service (car park maps, access roads, etc.) are available for Customers 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 made, Customers receive a confirmation email via their email address with a summary of their order and a car park access code.

If the customer has provided their number plate at the time of booking, they may drive straight into the car park on arrival, as the number plate will be automatically recognised. Otherwise, the customer should enter the digicode sent by email or SMS or scan the QR code on the machine at the entrance.

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 Customer - Car Park Regulations

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

As such, each Customer must respect the rules of the highway code outside as well as inside the car park by respecting the parking regulations available on the site [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 ticket (containing the access code) delivered to the Customer is strictly personal and confidential. It cannot be assigned or transferred to a third party. It is up to the Customer to keep it until it is used at the entrance to the car park. ACA declines any responsibility in case of fraudulent use or by a third party.

Article 5 – Parking overstay

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

For an overstay of less than 12 hours, the hourly parking rate applies, from 12 to 24 hours, the parking day rate applies, beyond 24 hours, an overrun rate per 24 hours applies:

- € 15/day of overstay for car parks P8 and P9
- € 20/day of overstay for car park P4
- € 25/day of overstay for car parks P3 and P6
- € 30/day of overstay for car parks P2 and P5
- € 46/day of overstay for car parks G1 and G2

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

Article 6 – Modifications – Cancellations – Withdrawals

6.1 Modifications

Customer may modify bookings by logging into the Customer 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.

All bookings can be modified up to 5 minutes before entering the car park. Once a vehicle is parked, the booking may only be extended for a further 6 hours.

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 Customer must pay the additional charge.

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

If the client has provided the number of their return flight at the time of booking, the booking will be automatically extended at no extra cost, should the flight be delayed.

6.2 Cancellation

Any order made on the Website may be cancelled free of charge by the Customer **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 Customer's bank account (account attached to the credit card when booking or Paypal account).

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 Customer to rapidly access 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 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) and accessible to Customers who have created a personal account and have an e-mail address.

Once the account has been created and payment has been made, the Customer 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 Customer undertakes to print in order to use it,
or (according to the Customer's choice)
- a 2D code sent by SMS on their mobile phone number (the Customer then acknowledges having 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).

This Access Pass:

- is unique and allows only one pass (the code becomes immediately inactive after the 1st use).
- enables access to the Service during a time slot (date/time) available at the time of order, chosen and validated online by the Customer (nevertheless it can be used 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 to the Customer is strictly confidential and personal and it is the responsibility of the Customer to keep the pass until it is used at the entrance to the priority lane.

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 of the Customer - Police / Security Rules

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.

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 Customers to book one or more welcome services for persons at the Airport, on both departure and arrival.

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

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

Access to the Service is also open to business customers booking the Service on behalf of their customers.

The Customer, or the person(s) designated by the 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 Customer undertakes to transfer all the information relating to the reception service to the third party in question (place and time of appointments, contact details of the welcome officer, etc.) and to obtain from the latter the use of the personal data collected.

The Customer 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, Customers will be refunded in full, without any right to claim compensation.
- In the event that the Customer has made a booking for a third party, the Customer undertakes to guarantee payment to ACA of any additional costs related to the acceptance by ACA of any additional baggage brought by the third party upon arrival, and not foreseen when ordering on the Website.

Article 2 – Availability

Customers 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

Customers 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

Customers 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, Customers' orders are refunded in full.

Article 4 – Direct contact with the VIP Welcome Service

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

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

Article 1 – Description of the service:

The Service allows Customers to access the VIP Lounges, located in the departure lounges of the Airport, by purchasing an Access Pass.

Within the VIP Lounges, ACA provides Customers with an extensive range of services, including meet and greet, 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

Customers 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 Customers.

- Reception and presentation of access passes/rights:

Once online payment has been made, the Customer receives a confirmation of purchase to their email address.

This confirmation contains an access code (which can be materialized in the form of a multidimensional barcode of the QR code type or other) to enter the Lounge: Customers undertake to print the confirmation and submit the code to the reception desk of the Lounge in order to benefit from the right of access. Failure to do so may result in entry being refused.

Depending on the availability of the option on the Website, Customers may also choose to receive the access code on their mobile, via SMS or any other mobile application. Customers undertake to submit the code via their mobile to the reception desk of the Lounge in order to gain access.

For Customers 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.

Customers are reminded that the access code provided by ACA in the purchase confirmation is strictly confidential and personal. 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 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 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 Customer.

The Customer hereby accepts 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 Customers within the limit of available seats, at the time of the request.
- depending on their flight destination, the Customer may only have access to certain VIP Lounges within the corresponding departure lounges. In all cases, the Customer must undertake to verify the availability of the VIP Lounge they wish to use, depending on their intended travel plans.
- they 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 time of access to the lounge is defined and authorised according to the flight schedule: 2 hours before flight time for flights in the Schengen boarding area, 3 hours before flight time for flights in the Non-Schengen area.

Article 3 – Mandatory rules

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

- can not 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 Customers 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 Service 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, 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.

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.

5) RENTAL OF AREAS IN THE NICE CÔTE D'AZUR AIRPORT BUSINESS CENTRE

Article 1– Description of the Service

The Service allows Customers to rent areas for meetings, welcoming guests or holding conferences, essentially including online bookings of rooms and offices located in the airport's Business Centre (publicly accessible area) and the welcome desks for conference guests located in the arrivals areas of the terminals.

It is possible to rent the aforementioned areas for private and/or professional events and activities within the limits set out in Article 3.

The Service also offers Customers additional services at the time of booking, the details of which are available on the web page for sale of such services.

Article 2 – Availability – Order Confirmation

The dates and times when the Service is available are shown automatically when you book via the website.

By default, the Service will only be available during the Business Centre and/or airport terminal opening hours.

Customers receive an automatic confirmation email for their order.

Article 3 – Rules for Use of the Areas

Customers undertake to comply with all the applicable rules inside the rented areas and/or the terminals, particularly those relating to security, health and safety.

Customers are aware that the following activities, events, behaviour and usages are prohibited inside or in the vicinity of the areas:

- those which pose a threat to public order, safety or security in the terminals, or which could at any time run the risk of disturbing the comfort and peacefulness of other users or third parties in the vicinity, or affect the normal running of the public airport service;
- those which run contrary to the ethical values and commitments of the Aéroports de la Côte d'Azur Group;
- more broadly speaking, those that fall outside the scope of any law or regulation in force concerning use of public or private areas in the context of a public airport service.

Any breach of these rules will result in the immediate cancellation of any event in progress (with a mandatory order to leave the premises) and will not give rise to any refund.

ACA also reserves the right to terminate any order, prior to the start of the event/activity concerned, if said event or the conditions in which it will take place are likely to undermine the rules set out in this Article 3.

Further, Customers are aware of the fact that some areas provided are located in regulated areas of the airport, not freely accessible to the general public, and that access to such areas is subject to the presentation of personal documents and/or police inquiries conducted beforehand. Accordingly, Customers undertake to carry out all the formalities required in order to access the areas concerned in the conditions laid down by the prefectural police order in force.

Article 4 – Modification – Cancellation

4.1 Modification

Customers have the option of requesting a modification to their booking by sending an email to the following address: meeting@cote-azur.aeroport.fr.

ACA reserves the right to accept the request depending on the availability of the areas concerned and the rules set out in Article 3.

Any modification of an order may result in an additional charge, in accordance with the rates in force.

4.2 Cancellation - Refund

Customers can cancel their orders.

Any cancellation must be made via the website.

Any office or room rental cancelled:

- later than 24 hours in advance will be charged at 90% of the applicable rate, in which case the balance will be refunded;
- between 24 and 72 hours in advance will be charged at 70% of the applicable rate, in which case the balance will be refunded;
- between 3 and 7 days in advance will be charged at 50% of the applicable rate, in which case the balance will be refunded;
- more than 7 days in advance will be fully refunded.

Any welcome desks for conference guests rented and cancelled:

- later than 72 hours in advance will be charged at 95% of the applicable rate, in which case the balance will be refunded;
- between 3 and 10 days in advance will be charged at 50% of the applicable rate, in which case the balance will be refunded;
- more than 10 days in advance will be fully refunded.

Services cancelled without notice will be charged in full.

ACA reserves the right to cancel any order in the event of:

- force majeure events;
- unavoidable operational constraints (including, for example, strikes, fire, water damage, pressing needs related to safety conditions or airport security);
- a breach of the rules set out in Article 3 (“Rules for Use of the Areas”).

In this case, Customers' orders are refunded in full.

Article 5 – Direct Contact with the Business Centre

Customers can contact the Business Centre directly by email: meeting@cote-azur.aeroport.fr

II. SERVICES PROVIDED BY THIRD-PARTY TRADERS

The services, the terms and conditions of sale of which are described below, are provided and sold by ACA's partner merchants ("Third Party Merchants").

ACA allows these Third Party Merchants to sell their services through its Website directly to consumers.

In this context, each sales contract is concluded directly online between the Third Party Merchant and the Customer. ACA remains a third party to the transaction and cannot be held liable for same by the Customer.

1) BAGGAGE PROTECTION SERVICE

This document defines the terms and conditions of use and sale (herein, the "**Conditions**") of the Baggage Wrapping Service (herein the "**Service**") provided on Nice Côte d'Azur airport (herein the "**Airport**") by the following company:

FSB Services (herein « **Safe Bag** »), a limited liability company with share capital of € 50 000 euros, headquartered at 58 avenue de Wagram – 75017 PARIS, registered in the Paris Trade and Companies Register under the number RCS 494 253 867.

These Conditions apply to anyone (herein the "**Customer**") who makes a booking of baggage wrapping service (herein the "**Booking**"), provided by Safe Bag through the web site en.nice.aeroport.fr.

The Aéroports de la Côte d'Azur company allows Safe Bag to market its Services through its own website.

Aéroports de la Côte d'Azur being not the seller of the Service, the contract concerning the sale of the Service is considered as concluded **solely between the Customer and Safe Bag**. Consequently, any operation, order, browsing made by the Customer and related to a Service provided by Safe Bag remains under its own responsibility. As such, Aéroports de la Côte d'Azur's responsibility can in no way be incurred nor sought by the Customer.

Registering to this Service implies prior and full acceptance of these Conditions.

Article 1 – Definitions and Description of the Service

1.1 – Definitions

In the present Conditions, the following terms shall have the following meaning:

Baggage: any container treated with the services offered by Safe Bag, excluded the items contained therein.

Wrapping of the Baggage: wrapping with a protective film.

Customer/User: the passenger of any air carrier purchasing the services offered by Safe Bag through the en.nice.aeroport.fr web site.

Customer Care: the Safe Bag team available to each Customer as to provide information and assistance regarding any Safe Bag services.

Safe Bag Code: unique code of 14 alphanumeric characters associated with each Baggage

Damaged Baggage: breakage of the outer parts of the Baggage (including locks, hinges, handles and wheels), which makes it unusable, excluding scratches, small tears, damage to internal parts of the Baggage and except any damage to its content and any damage to objects wrapped with the protective film that have no specific containers (by way of example: strollers and sports equipment).

Damaging Events: Damaged Baggage, Partial Theft of Personal Items from Baggage (as well as, for Premium Service, failure to find the Baggage within the time limit under Art. 1.2.6. hereof, and Lost Baggage).

Partial Theft of Personal Items from Baggage: stealing of objects and/or personal clothing from the Baggage

Failed Baggage Delivery: failure to deliver the Baggage upon arrival at the destination airport.

Lost Baggage: failure to find the Baggage within 21 (twenty) days of the Failed Baggage Delivery.

Active Tracking: system of Baggage active tracking allowing Customers to have immediate information on positioning and movements of their Baggage as from the day of Failed Baggage Delivery. The Safe Bag Customer Care directly queries the dedicated SITA World Tracer system used by all airport handlers in the world and directly provides the Customer with information.

Airline Compensation: the amount acknowledged to the Customer by the airline company in case of any Damaging Event attributable thereto.

Penalty or Safe Bag Penalty: shall have the meaning under article 5.2.1 hereof.

Compensation Request Form: shall have the meaning under Art. 5.3 hereof.

Compensation Request: shall have the meaning under article 5.3.3 hereof.

SOSTRAVEL Mobile App: mobile application to be used by Premium Customers for the Active Tracking service.

Safe Bag Web site: website accessible by Premium Customers for the Active Tracking service at: <https://www.safe-bag.com>.

Bank Card: any card issued by a credit establishment or a financial institution which is a member of the GIE Cartes Bancaires (CB Bank Card Group) and used to make remote payment for the Service.

Website: website accessible at the following URL: en.nice.aeroport.fr, through which Safe Bag markets its Service.

E-mail: any message sent to the electronic address provided by the Customer in the Booking Form.

Booking: any order of the Service, placed by the Customer on the website en.nice.aeroport.fr. The order is validated upon reception by the Customer of the confirmation email.

The Service:

The **Basic** service includes:

- baggage wrapping with a protective film specially designed to protect the baggage against damage during flight and during wrapping process; it also acts as a deterrent against theft.
- the possibility to easily identify the Baggage, thanks to the red protective film and to the Safe Bag Code stuck on it.

The **Premium** service includes:

- baggage wrapping with a protective film specially designed to protect the baggage against damage during flight and during wrapping process; it also acts as a deterrent against theft.
- the possibility to easily identify the Baggage, thanks to the red protective film and to the Safe Bag Code stuck on it.
- the Active Tracking service in case of Baggage being lost by the Airline, within the limits and terms below.

The Service is only available during the times specified on the Website.

1.2 – Safe Bag commitments – Characteristics of the services

1.2.1. Safe Bag shall wrap the Baggage with a special ultra-resistant protective film that allows effective protection and deterrence against breakage, damage, scratches, rain, dirt, accidental opening, total and partial theft. The protective film used for wrapping is designed to ensure utmost protection of the Baggage and, at the same time, of the environment (it is 100% recyclable). The film comes in bright red to make it easy to identify the Baggage at the airport and is easy to remove after use thanks to its reduced thickness.

1.2.2. Within the limits set forth in Art. 5.2 hereof (“Penalty Clause”), Safe Bag guarantees that the protective film is suitable to prevent any damages to the Baggage and that no Partial Theft of Personal Items from Baggage shall occur. Subject to the terms hereunder and limits as per Art. 5.2 (“Penalty Clause”) hereof, Safe Bag shall be therefore responsible for any Damaged Baggage and Partial Theft of Personal Items from Baggage, provided that it is duly reported according to the Instructions in Case of Damaging Events herein specified.

1.2.3. (only for Premium service) The finding of the Baggage is ensured by the Active Tracking service. The Customer is required to activate the service before flight departure by registering the Safe Bag Code (namely the code specified on the sticker applied to the wrapping film) and the baggage tag issued by the airline company on Safebag24 Mobile Apps or Safebag24 Web Site and by indicating names and contact details. Registering before departure is important because it allows Customers to take advantage of the App and the Website functionality, specifically designed to accompany the travel experience of both passengers and their Baggage.

1.2.4. (only for Premium service) Thanks to the Active Tracking system Safe Bag Customer Care takes a lead role in providing Customers assistance in case of Failed Baggage Delivery. This service is made possible by direct access to the information on Baggage status generated by airport handlers via the dedicated SITA World Tracer portal. Safe Bag Customer Care may query the system and directly provide the resulting information to the Customer. The query is based on the Safe Bag Code or, as an alternative, on the baggage

tag issued by the airline company that the Customer has pre-registered on the App or on the Safebag24 Website.

1.2.5. (only for Premium service) The query based on the Safe Bag Code is possible thanks to the right of Safe Bag of using the SITA Worldtracer Unique Identification Services (UIS). This service allows Lost & Found agents, member of SITA, at any airport to enter the Safe Bag Code in the appropriate field of the database dedicated to the description of found Baggage (OHD – On Hand Database). Upon entering the Safe Bag Code in the OHD, an instant message is generated and sent to Safe Bag, which shall then combine data and contact Customers as to support them in claiming their Baggage.

1.2.6. (only for Premium service) Safe Bag shall track Baggage within 1 (one) day of the date on which the Customer has filled in the PIR (Property Irregularity Report) form for Failed Baggage Delivery at the Lost & Found office in the destination airport. The Tracking service shall, in any case, terminate after 21 (twenty-one) days as from the Failed Baggage Delivery. It is understood that Safe Bag Customer Care shall provide support to Customers in searching any Baggage not delivered by the air carrier only to facilitate the finding thereof and without being responsible for the localization processes of air carriers or airport handling companies, nor being involved in their internal procedures for this purpose. The Customer Care reserved for Premium Customers is available 24/7 at the following phone numbers: Italy: +39 0691511041; France: +33 170615702; Portugal: +351 300505951; Switzerland: +41 435507016; Canada: +1 514 3126536; USA: +1 305 4347126; Poland +48 22 3906422; Brazil +55 2120180328 or by e-mail to: customer.care@safe-bag.com.

Article 2 – Booking conditions

Any Customer (as defined above) can subscribe to the service for their own needs. It is accessible to people who have created a personal account on the Website. Customers must have an email address.

For the reservation to be considered final and definitive, the Customer must complete all of the following steps:

- complete the mandatory fields of the subscription form available on the Website, as well as the chosen option, the date and the flight references (company and destination). Aéroports de la Côte d’Azur reserves the right to refuse the subscription to this service if the customer provides incorrect or incomplete information.
- provide payment for the cost of the booking.

Once the account has been created and payment has been made, the Customer will receive a confirmation email to their email address, containing the order summary and a unique booking number, which they must present to the Safe Bag agent when they go to the sales point at Nice airport.

The booking confirmation (containing the booking number) sent to the Customer is strictly personal and confidential. It cannot be assigned or transferred to a third party. It is the responsibility of the Customer to keep it until they use it at the Safe Bag wrapping point. Safe Bag and/or Aéroports de la Côte d’Azur cannot be held liable in the event of use by a third party or fraudulent use.

The email address and mobile telephone number provided by the Customer will be used by Safe Bag or its service provider, to communicate with the Customer. The Customer must ensure that these contact methods are functional. Unless otherwise notified or informed, Safe Bag will consider that the Customer's email address is valid, and that any email sent by Safe Bag to this email address has been received by the Customer.

Unless otherwise notified or informed, Safe Bag will consider that the Customer's mobile telephone number is valid, and that any SMS sent by Safe Bag to this number has been received by the Customer. The Customer guarantees the veracity and accuracy of the information provided upon creation of their Personal Account and/or upon identification. Safe Bag cannot be held responsible for operational problems directly or indirectly connected with incorrect information provided by the Customer at the time of booking. Fraudulent use of the Website, or use that contravenes the General Conditions of Sale, may at any moment cause Safe Bag to refuse access to the proposed Service, even if Safe Bag has confirmed the Booking, without prejudice to any proceedings available to Safe Bag before the competent courts.

Article 3 – Payment terms and Price conditions

3.1 – Price conditions

The prices and information available on en.nice.aeroport.fr Web Site are those applicable at the time when the order is validated by the Customer. The prices are given in euros, include all taxes, and are subject to VAT in force in France. Any change in the legal rate of VAT will impact the price of the Services proposed on en.nice.aeroport.fr Web Site, at the date stated on the corresponding application decree.

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

The price excludes any additional costs not expressly mentioned as included in the confirmation of the Booking with advance payment. Safe Bag can therefore offer the Customer optional services at the time of providing the baggage protection service. If the Customer accepts these optional services, specific payment will be collected directly at the Safe Bag sales point, according to the price conditions displayed on site.

3.2 – Payment terms

The Service can only be paid for online when ordering, using the following means of payment:

- Bank cards (e.g. Carte Bleue, VISA, MASTERCARD), or
- Paypal
- American Express

The amount paid corresponds to the rate (incl. VAT) in euros of the chosen Service (Basic or Premium), applicable at the time of booking, as described and indicated on the booking page.

The amount of the purchase is debited as soon as the order is validated by the Customer and that the transaction is finalized. The corresponding invoice will be sent by e-mail to the Customer.

Should the payment fail, for any reason (means of payment invalid, bank operation refused, ...), the transaction and the Booking will be automatically cancelled.

Any unforeseen bank charges of any nature charged to Safe Bag following the payment must be paid by the Customer.

Safe Bag reserves the right to cancel or refuse any order from a Customer with whom it has had a dispute concerning the payment of a prior order, or who it considers might represent any form of risk.

Article 4 – Modification – Cancellations -Withdrawal

4.1 Modification and Cancellation

No modification or cancellation of the Booking shall be possible after it has been confirmed and paid.

4.2 Right of withdrawal

The Service carried out by Safe Bag constitutes a service that is provided on a certain date or over a certain period. As such, the Customer has no legal right of withdrawal pursuant to the provisions of **Article L. 221-28 of the French Consumer Code**.

Article 5 –Liability - Insurance

5.1 – Respect of the Terms and Conditions

The Customer shall respect the present Conditions.

5.2 – Safe Bag Responsibility - Penalty Clause

5.2.1 - Safe Bag and the Customer agree that, in case of any Damaging Event, Safe Bag shall be required to pay an amount of money quantified as hereinafter provided, without prejudice to any further damages (hereinafter “Safe Bag Penalty” or “Penalty”).

5.2.2 - Penalties are acknowledged and paid in case of

- a.** Damaged Baggage
- b.** Partial Theft of Personal Items from Baggage
- c.** Delayed Baggage Delivery (*only for Premium service*)
- d.** Lost Baggage (*only for Premium service*)

5.2.2.-a- In case of Damaged Baggage, Safe Bag Penalty shall be paid only after the Customer has received the Airline Compensation and for an amount equal to that compensation, in any case not exceeding €1,000.

By way of example, in case of Damaged Baggage:

- if the Airline Compensation amounts to €500, also Safe Bag Penalty shall be equal to €500;
- if the Airline Compensation amounts to €1,000 or more, also Safe Bag Penalty shall be equal to €1,000;
- if the air carrier does not pay any compensation, also Safe Bag shall not pay any compensation.

5.2.2.-b. In case of Partial Theft of Personal Items from Baggage, the Penalty paid by Safe Bag shall not

exceed €100.

5.2.2.-c. (only for Premium service) In case of failure to find the Baggage within the terms referred to in Article 1.2.6. hereof (1 day), the Penalty shall be equal to €100 per day calculated as from the day following the expiration of the term under Article 1.2.6. until the Baggage is actually found. The Penalty shall in no case exceed € 1,000 even if more than 10 (ten) days have elapsed as from the aforementioned expiration date.

5.2.2.-d. (only for Premium service) In case of Lost Baggage, Safe Bag Penalty shall be paid only after the Customer has received the Airline Compensation and for an amount equal to that compensation, in any case not exceeding €4,000.

By way of example, in case of Lost Baggage:

- if the Airline Compensation amounts to €2,500, also Safe Bag Penalty shall be equal to €2,500, for a total of €5,000;
- if the Airline Compensation amounts to €4,000 or more, also Safe Bag Penalty shall be equal to €4,000;
- if the air carrier does not pay any compensation, also Safe Bag shall not pay any compensation.

5.2.3 - The obligation to pay Safe Bag Penalty is subject to the following conditions:

- a) Baggage must have been wrapped with the Safe Bag system as well as registered and handed over at the check-in area (baggage tag) to the authorized airport staff;
- b) the Customer must have submitted the necessary reports within the established terms and complied with the Instructions in case of Damaging Events under Article 5.3 hereof.

5.2.4 - It is understood that:

- a) in case of Damaged Baggage delivered on delay, the Customer shall be entitled only to the Penalty for Delayed Baggage Delivery (*only for Premium service*);
- b) the Penalty paid to the Customer by reason of Delayed Baggage Delivery as provided for under Article 1.2.6 hereof cannot be cumulated with the Penalty for Lost Baggage

5.2.5 - It is understood that the Customer shall not be entitled to any Penalty or, in any case, to any compensation:

- i) if the Customer fails to comply with the Instructions in case of Damaging Events
- ii) in the event of Damaged Baggage or Lost Baggage (*only for Premium service*), if the Customer does not provide adequate documentation related to the Airline Compensation received and does not specify the amount thereof
- iii) (*only for Premium service*) if the Customer fails to provide a copy of the document certifying the date of actual delivery of the Baggage by the airline company, should the Baggage not be found within the terms under Article 1.2.6. hereof;
- iv) (*only for Premium service*) by reason of any expenses incurred for the purchase of goods or any other costs or inconvenience resulting from Failed Baggage Delivery and/or Damaged Baggage.

5.2.6 - Any compensation for damages other than the Penalty provided for under this Article is expressly excluded and no other obligations shall exist for Safe Bag as a result of the Damaging Event.

5.3 – Instructions in case of Damaging Events – Compensation Request

5.3.1 - Filling-in of the PIR form at the Lost&Found office in the destination airport (*only for Premium*

service)

In case of any Damaged Baggage and/or Failed Baggage Delivery at the destination airport, the Customer is required to immediately refer to the Lost&Found office and fill in the P.I.R. (Property Irregularity Report) form before leaving the airport.

5.3.2 Report to the air carrier *(only for Premium service)*

After filling in the PIR form, the Customer is required to report the Damaged Baggage and/or Failed Baggage Delivery to the air carrier as to trigger the procedures necessary to the payment of the Airline Compensation.

5.3.3 Compensation Request to Safe Bag S.p.A. within the provided terms

By and not later than 21 (days) (i) as from Baggage delivery, in case of Damaged Baggage, and (ii) as from the expiration of the term under Article 1.2.6. hereof, the Customer is required to claim compensation by following the relevant wizard on the Safefag24 Web Site or, as an alternative, by contacting the Customer Care Office of Safe Bag s.p.a., located Via Olona 183/G 21013 Gallarate (Va), Italy, at the following contact numbers:

- Italy: +39 0691511041
- France: +33 170615702
- Portugal: +351 300505951
- Switzerland: +41 4355070
- Canada: +1 514 3126536
- USA: +1 305 4347126
- Poland +48 22 3906422
- Brazil +55 2120180328

else be e-mail: customer.care@safe-bag.com

5.3.4 Collection of documents & filling in and delivery of the Compensation Request Form and the Receipt Form

Following the Compensation Request within the provided terms, the Customer shall receive an e-mail with a pre-filled form containing all collected data and the instructions to follow to obtain the compensation for damages from Safe Bag, as established under Article 3 hereof (hereinafter "Compensation Request Form").

Le Client doit transmettre, sur la section dédiée du Site Safefag24, une copie numérique des documents suivants :

- P.I.R. (Property Irregularity Report) form, as released by the Lost & Found office in the airport;
- Tax receipts of the service purchase;
- Air ticket and baggage tag as released by the air carrier;
- Receipt of the airline company with an indication of the compensation amount (if necessary / Premium service);
- Bank transfer or other proof of payment of the Airline Compensation (if necessary/ Premium service);
- Waybill of the courier which took care of delivering the Baggage to the Customer or document issued by the airline company upon Baggage delivery at the airport, with an indication of the date on which it was found (if necessary/ Premium service);
- Compensation Request Form duly completed and signed;
- Photos of the damage (if necessary);
- Valid identity document of the Customer;
- Report to the judicial authorities, in case of Partial Theft.

Following the receipt of all the aforementioned documents, Safe Bag Customer Care shall be in a position to process the compensation request and carry out the necessary checks. Should no anomalies be found, the

Customer shall receive a "Receipt Form" by e-mail.

The Customer is required to upload an electronic copy of the Receipt Form, duly completed and signed, in a dedicated section of Safebag24 Web Site and to send the signed original thereof by mail to **Safe Bag S.p.A.**, Customer Care Office, located Via Olona 183/G 21013 Gallarate (Va), Italy or by fax +39 0282940065.

Safe Bag shall pay any compensation amount only after receiving the original Receipt Form, duly completed and signed, by registered letter with acknowledgement of receipt or by fax.

After 6 months as from the Compensation Request being submitted to Safe Bag, in the event of non-delivery of the requested documents or any delay in the management processing of the Damaging Event not attributable to Safe Bag S.p.A., the Customer's request shall be dismissed without paying any compensation.

5.4 – Use of *en.nice.aeroport.fr* Website

The Website is, in principle, accessible 24/7, with the exception of interruptions (scheduled or otherwise) for maintenance requirements, suspension of activity, or in the event of force majeure. Being bound by a best endeavours obligation, Safe Bag cannot be held liable for any damage, of any kind, resulting from the unavailability of the Website.

5.5 - Limitation of liability

Safe Bag cannot be held liable to the Customer or any third party for indirect damage, in particular operating losses, commercial damage, loss of customers, or any commercial problems.

Article 6 – IT and Civil Liberties - personal data - canvassing

Safe Bag undertakes to adhere to current laws and regulations relating to the protection of privacy, in particular to Community Regulation 2016/679 of 27 April 2016 (GDPR).

Customers are informed that, while supplying the Service on the Web Site, Aéroports de la Côte d'Azur exclusively collects the following personal data on behalf of Safe Bag: name, surname, email address, phone number.

These personal data are processed confidentially.

Safe Bag agrees to refrain from disclosing the User's personal data to any third parties without the User's authorisation. Moreover, Safe Bag will not keep any personal data, apart from the data required to operate the Service.

Safe Bag undertakes to implement the following measures:

- Computer surveillance is accessible to internal staff only, and not to third parties,
- The choice of access passwords that are not easily recognisable to third parties,
- The servers are situated in closed spaces and are not freely accessible to third parties,
- Data integrity is ensured,
- The network is protected by the perimeter,

In any case, the User can request the following from Safe Bag at any time, by writing to customer.care@safe-bag.com :

- the right to access their personal data that has been collected;
- the right to correct or delete any such data;
- limitations on the processing of their data, in the cases specified in article 18 § 1 of GDPR;
- the right to oppose any processing of their data;
- the right to the portability of their data.

Article 7 – Information, claims and legal disputes

7.1 Information

All requests for information, explanations and claims must be sent to the following address:

Safe Bag S.p.A.
Ufficio Customer Care
Via Olona 183/G
21013 Gallarate (VA)
Italie

Users may also contact Safe Bag:

- By phone at the following numbers:
 - o Italy: +39 0691511041
 - o France: +33 170615702
 - o Portugal: +351 300505951
 - o Switzerland: +41 4355070
 - o Canada: +1 514 3126536
 - o USA: +1 305 4347126
 - o Poland +48 22 3906422
 - o Brazil +55 2120180328
- By e-mail: customer.care@safe-bag.com

7.2. Laws applicable - Language

These Conditions of Sale are subject to French law. Only the French version of these conditions prevails between the Parties.

7.3. Mediation – Legal disputes

If any clause of the Conditions proves to be unnecessary, void or unenforceable, the other clauses of the Conditions will remain unchanged and will continue to apply, as if the unnecessary, void or unenforceable clauses did not appear.

The temporary or permanent non-application of one or more clauses of the Conditions by Safe Bag shall not be construed as a waiver of the other clauses in the Conditions, which will continue to apply.

In the event of a legal dispute, Safe Bag and the Customer undertake to do their best to find an amicable solution. The computerised records, kept in the computer systems of Safe Bag and its partners in reasonable security conditions, will be considered proof of communication, orders and payments between the parties.

In accordance with the terms of the French consumer code, all consumers are entitled to refer any disputes of a contractual nature that oppose them to FSB Services company to the consumer ombudsman designated below : MTV Médiation Tourisme Voyage, BP 80 303 - 75823 Paris Cedex 17, www.mtv.travel . The Consumer may only refer to the ombudsman if he or she has attempted to resolve the dispute directly with Safe Bag by a written claim and has not received a satisfactory response within a period of 60 days from the date of receipt of the original claim (all the other rules of referral to the Ombudsman are available on its website (www.mtv.travel)).

Any Consumer may also refer any dispute to the Online Dispute Resolution platform set up by the European Union:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=FR>

If an amicable settlement cannot be secured, any litigation arising in connection with the interpretation or performance of this agreement will be submitted:

-to common-law courts

-to the competent courts in Nice, in the case of a dispute with a User qualifying as a trader