implies that the purchaser has agreed to these Terms and Conditions of Sale.

Terms and Conditions of Use for www.bus-et-clic.com

By buying an AEROCAR travel ticket online you implicitly agree to the Terms and Conditions of Use for



Travel with a valid ticket:

Passengers may travel if their seat is paid for. On payment, you are issued with a ticket purchased:

- via <u>www.aerocar.fr</u>
- from a driver on board Aérocar vehicles
- from a coach station or partner outlet

Section I.1 - Passengers travelling with invalid or no tickets - Fines

If a passenger is not able to present a valid ticket for travel when requested to do so, they will be fined €150.

Fares:

Section II.1 - Free travel

Beneficiaries: children under 3 if seats are available.

Section II.2 - Fares and travel ticket validity:

Only one way tickets can be purchased, at the price indicated on the purchase date. One-way tickets marketed:

- full adult fare
- full child fare. The Child fare is reserved for children under 12 years old (applied from 3 to 11 years old).
- DUO formula, valid for 2 passengers traveling together.
- TRIBU formula, valid for 5 passengers traveling together.

The DUO and TRIBU formulas are not sold by the drivers on board AEROCAR vehicles.

For return journeys, you will need to purchase two single tickets.

Travel tickets are valid for the journey, date and departure time indicated on the ticket. Travel tickets purchased via www.aerocar.fr are subject to the Terms and Conditions of Use of the www.bus-et-clic.com/aerocar website. At boarding, passengers may show a printed (A4) or electronic (e.g. smartphone, tablet, laptop) version of their ticket.

Tickets printed out on a sheet of paper need to be of good quality and legible. Partially printed, soiled, damaged or illegible tickets will not be accepted by the coach driver and will be deemed invalid.

Section II.3 - Payment

All payments must be made in Euros. Accepted forms of payment:

- ▶via <u>www.aerocar.fr</u>: by bank card
- on board Aérocar vehicles: by card (except for American Express), in cash (provided the driver has the right change), by ANCV holiday voucher or by "Tickets Service Transport".
- ▶ at a coach station or partner outlet: by card, in cash or by French cheque, depending on the partner.

Travel terms and conditions:

Section III.1 - Timetable

The coach times for bus stops are not contractually binding. They are calculated according to average traffic conditions and may be impacted by variations in these conditions. Passengers planning to take the coach should be at their bus stop at least 15 minutes before the coach times marked on the timetable. **Geneva Airport**: Please plan to arrive at the airport at least 2 hours before the luggage check-in closing time.

For journeys with connections to other modes of transport (train, bus, plane, etc.), Aérocar may not be held liable for a missed connection and any ensuing costs.

Section III.2 - Luggage

The carriage of mail is prohibited.

All luggage must be labelled with the name, phone number and address of the passenger concerned. The passenger can also add their email address on the label. Passengers must provide their own labels and are solely responsible for labelling their luggage.

Luggage transport is free of charge under the following conditions:

▶All Aérocar tickets include a free per passenger luggage allowance which consists of and cannot exceed the following: one standard-sized suitcase or travel bag with a maximum weight of 20 kg (place in the hold*) + one piece of hand

luggage (stored in the overhead rack). Any additional luggage or any oversized or overweight luggage shall be charged according to the going rates.

*Hold baggage must not weigh more than 20 kg per person and be larger than 150 cm in overall size: length + width + depth.

▶ Hand luggage carried on board is done so at the owner's risk: it must not obstruct

any aisle or emergency exits. Hand luggage must not weigh over 10 kg and must be of standard size (length: 50 cm x width: 35 cm x height: 20 cm). Any object exceeding 10 kg and 50 cm, must be stowed in the luggage hold* and will incur extra cost. Any luggage left unattended near the coach before boarding or after disembarking will not be taken into account by the driver.

Luggage carriage conditions:

- ▶ Luggage must not exceed 20 kg per person.
- ▶ Luggage must be packed safely and securely so that its content may not spill out during the journey. The owner of any luggage not respecting this condition shall remain entirely responsible for any damage caused and not hold VFD liable.
- ▶ To ensure that journeys are as safe as possible, VFD refuses to carry any hazardous, unsanitary, corrosive, inflammable, explosive or gas substances.
- ▶ Passengers agree to respect the above conditions. If a passenger takes prohibited substances on board, VFD reserves the right to refuse boarding, take legal action and hold the passenger responsible.
- ▶ Both parties agree by common consent that the passenger shall not hold VFD responsible in the event of damage caused by deficient or incorrect packing and packaging.

Non-standard or over-sized luggage:

Non-standard **or** over-sized luggage shall incur a surcharge of **€16.00** per piece. The luggage shall only be accepted if there is space available.

Passengers may book and pay for extra hold space at www.aerocar.fr at the same time as they book their travel tickets. They may also be asked to pay for extra hold space by the driver at boarding.

Bikes, bike trailers, trunks, or baggage exceeding the authorised dimensions and/or weight are considered as 'non-standard' or 'oversized' luggage.

Theft or damage in the hold:

Aérocar is liable for any luggage placed in the hold. However, the carrier is not liable for cash, bank notes or any other paper money, jewellery, and precious or valuable objects.

Should the carrier be found liable for any loss or damage, compensation may be awarded on presentation of a proof of purchase not exceeding €150 and allowing for fair wear and tear.

Aérocar may not be held liable for any possession that may have been left on or forgotten in the vehicle or next to the vehicle by a customer.

Section III.3 - Access to vehicles

The carrier reserves the right to refuse boarding or to demand that a passenger leave the bus without compensation or ticket refund in the following cases:

- ▶use of intimidation or abusive language;
- ▶if a passenger is under the influence of alcohol, drugs or medication;
- ▶if a passenger does not have a valid ticket and;
- ▶if a passenger is carrying goods that do not comply with customs regulations.

Seat belts must be worn. Any passengers aged 13 and above refusing to do so remain entirely responsible for their actions. The carrier shall in no case be held liable.

Wheelchair users:

Wheelchair users are welcome on Aérocar services. Before booking either online at https://www.bus-et-clic.com/aerocar, or at a coach station or partner outlet, wheelchair users need to give Aérocar Customer Support 72-hours prior notice of their intention to travel, by sending an email to contact.aerocar@vfd.fr .

Section III.4 - Customs regulations

Passengers need to obtain, and have with them, all documents required for border crossings (customs regulations), and only carry goods that comply with customs. Otherwise, the carrier

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will be obliged to leave the passenger at border control or refuse that s/he boards the coach.

To travel on board the international Aérocar service, each passenger must have a valid photo identity with them.

In light of the global COVID-19 pandemic, customers are responsible for checking beforehand whether there are any requirements that need to be fulfilled for travelling on the Aérocar service, such as providing the compulsory health documents that will be requested at the French/Swiss border checks and at Geneva Airport. Aérocar shall not be held liable if such health documents are missing or non-compliant. On the date these Terms and Conditions of Sale were printed, passengers crossing into or out of France must have a negative PRC test, taken less than 72 hours before departure. These measures may change.

Children travelling alone or unaccompanied by a legal guardian:

All minors must be accompanied by a legal guardian at departure and also picked up on arrival by a legal guardian. The legal guardian must send an e-mail to contact.aerocar@vfd.fr as early as possible before the travel date to obtain the waiver of liability form. This form needs to be filled in and handed to the driver on the day the child is travelling. As of 15 January 2017, minors travelling alone or unaccompanied by a legal guardian may not leave French territory without an exit permit. The exit permit is required for all minors residing in France, whatever their nationality. The exit permit, French Cerfa form no.15646*01, needs to be filled in and signed by a legal guardian, and a photocopy of the signatory's identity papers is also required (valid or less than five years past its expiry date). For more information, visit www.service-public.fr

Section III.5 - Accompanied animals

Animals are not permitted on board Aérocar services.

Terms and conditions for purchasing tickets & Customer Support

Section IV.1 - Ticket purchase

- ►Online via: www.aerocar.fr
- ▶On board Aérocar vehicles, from the driver
- ▶From a coach station or partner outlet

Section IV.2 - Refunds/Booking amendments

1- Refunds

- ▶All refund requests must include the full name of the purchaser and the order number (information featured on the ticket). Without this information, the refund request cannot be processed and will be rejected.
- ▶If a ticket is refunded, all the tickets contained in the same order are refunded (e.g. a 'Return' ticket may not be partially cancelled),
- ▶If the travel date has expired, the tickets may not be amended or refunded.
- ▶ Refunded tickets are rendered null and void in the online database system and will be refused if used for travel.
- ▶Tickets purchased from a driver on board a vehicle may not be exchanged or refunded.

Special conditions

1.a) Refund requests for tickets purchased online using the 'Click to book' link on the www.aerocar.fr website:

Customers may cancel and be refunded directly online for tickets purchased at https://www.bus-et-clic.com/aerocar.

Ticket orders may be refunded as of the day after the purchase (from midnight on the day of purchase).

Customers must submit a refund request 10 hours, at the latest,

before the departure time for the first ticket in their order.

Any 'last minute' bookings, made within ten hours of and 15 minutes at the latest before the coach departure time, cannot be refunded.

Online refund requests are free of charge and irreversible.

Procedure:

The Customer:

- ▶ signs in on the web site used to purchase the tickets (email and password);
- ▶opens the account order history;
- ▶opens the 'Order details' for the order to be refunded and;
- ▶ selects the 'REFUND' option at the end of the order.

Acknowledgement of receipt:

The Customer receives an e-mail:

- ▶ confirming that his/her refund request has been received;
- ▶ confirming that his/her order has been refunded. The refunded amount should appear in their bank account within 48 hours.

When tickets are purchased using an 'e.Carte Bleue' (online debit card), they cannot be refunded via the www.aerocar.fr website. The Customer has to submit a refund request in writing (see section 1.d).

1.b) Refund requests for tickets purchased at a coach station or partner outlet:

Partner outlets and coach station ticket offices cannot refund tickets. Customers who need to be refunded have to **send a written request** (by post or by email: contact.busetclic@vfd.fr – see details below in point 1.c).

1.c) Refund requests made in writing:

If the Customer cannot cancel and get a refund online at https://www.bus-et-clic.com/aerocar, s/he can do so in writing in accordance with the refund procedures described above in section IV.2. This written request must be sent at least 48 hours before the departure time for the first ticket in the order (postmark or date sent (for e-mails) taken as proof). The online order reference, travel tickets, an IBAN and any supporting documents must be sent with the request.

Incomplete requests shall not be processed. The written request must be sent to:

- via post: VFD Service Relations Clients, 14 rue du Lac, CS: 20105, 38120 Saint Egrève cedex, France.
- via e-mail to:contact.aerocar@vfd.fr

The refund request will be processed as soon as VFD receives the Customer's letter.

Refunds will be applied to all the tickets contained in the same order (e.g. a 'Return' ticket may not be partially cancelled – see Section IV.2, point '1' above).

A €5 administrative fee is deducted from the total of each refund request made in writing.

Refunds can only be made within 45 days following the booked travel date. A €5 administrative fee is deducted from the total of each refund request made in writing.

2 - Making changes to bookings

Changing a booking:

- ▶ Changes to bookings are free of charge.
- ► Amendments can only be made online via the https://www.bus-etclic.com/aerocar web site up to ten hours before the departure time on the ticket to be amended (ticket booked 'last minute', i.e. less than ten hours and up to 15 minutes before the coach departure time, cannot be amended online at www.aerocar.fr).
- ▶ Tickets may be amended at coach stations or partner outlets which use the https://www.bus-et-clic.com/aerocar application, up to two hours before the departure time on the ticket to be amended. Bookings cannot be amended in coach stations and partner outlets which do not use the https://www.bus-et-clic.com/aerocar application.
- ► A ticket that has already been used (punched at boarding) may not be amended.
- ►A booking may only be amended for the same type of booking in terms of travel, prices and overall price.
- ▶ For orders containing tickets for several passengers, amending tickets for just a few passengers is not possible. Amending either the 'Outward' or the 'Return' part of an order includes the 'Outward' or 'Return' tickets for all the passengers within the order.

 ▶ Changes to a booking may only be made if the ticket to be amended
- ▶ Changes to a booking may only be made if the ticket to be amended is still on sale (in compliance with the sales terms applicable on websites and at points of sale).
- ▶The original tickets that have been amended are rendered null and void in the online database system and will be refused if used for travel.

2.a) Procedure for amending tickets booked online at https://www.bus-et-clic.com/aerocar:

The Customer:

- signs in to the account at https://www.bus-et-clic.com/aerocar
 which was used to purchase the tickets (by entering the email and password),
- opens the account order history;
- opens the 'Order details' and;
- selects the 'Exchange' option at the end of the order.

2.b) Making a request to amend tickets purchased from a coach station or partner outlet which uses the application: https://www.bus-et-clic.com/aerocar:

The Customer returns to the point of sale where they purchased their ticket(s), with the ticket(s) s/he wishes to amend.

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Terms and Conditions of Use for www.bus-et-clic.com:

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Section IV.5 - Claims

We are committed to always improving the quality of our Aérocar services, so please send any suggestions or claims to the following addresses:

- via post to: VFD Service Relations Clients, 14 rue du Lac, CS: 20105, 38120 Saint Egrève cedex, France.
- via the online contact form available at www.aerocar.fr or via email to: contact.aerocar@vfd.fr

Aérocar guarantees a reply to your suggestions or claims within 15 days. Each claim will be analysed and processed according to the conditions applicable to the travel tickets concerned and set forth in these Terms and Conditions of Sale.

Section IV.6 - Governing law, jurisdiction and mediation

These Terms and Conditions are subject to French laws. Any dispute arising concerning these Terms and Conditions shall be referred to the competent court for the Grenoble jurisdiction. In the event of discrepancy between the French and English versions of these Terms and Conditions, those in French shall prevail. Mediation: After having contacted VFD's Customer Services located at 14, rue du Lac – CS: 20105 - 38120 Saint Egrève Cedex, France, and not having received a satisfactory reply within 60 days, the Customer can lodge a complaint with the French Médiateur du Tourisme et du Voyage (mediator), whose contact details and complaint procedures are available at www.mtv.travel. The Customer can alternatively contact the mediator directly by post: MTV Médiation Tourisme Voyage, BP 80 303, 75823 Paris Cedex 17, France.

Section IV.7 - General Data Protection Regulation

As data controller for the website www.aerocar.fr, VFD may need to collect and process the personal data of customers using the services offered on the website. VFD is committed to complying with the regulations on protecting the privacy of customers and visitors to its website. All personal data processing undertaken as part of its service offer complies with the current personal data protection regulations, including the provisions of the General Data Protection Regulation (Regulation EU 2016/679). VFD does not sell or disclose your personal data to third parties under any circumstances and for any purpose other than to ensure its online services operate correctly.

Section IV.8 - Measures relating to the COVID-19 health crisis

Passengers agree to comply with French and Swiss health regulations in force on the day they travel, including the obligation to wear a face mask on board public transport vehicles and comply with preventive measures. Passengers must provide their own compulsory personal protective equipment.

Customers are responsible for checking beforehand whether there are any requirements that need to be fulfilled for travelling on the Aérocar service, such as providing the compulsory health documents that will be requested at the French/Swiss border and at Geneva Airport. Aérocar shall not be held liable if such health documents are missing or non-compliant. On the date these Terms and Conditions of Sale were printed, passengers crossing into or out of France must have a negative PRC test, taken less than 72 hours before departure. These measures may change.

Ticket refund or amendment requests made by passengers who cannot travel because they need to comply with isolation measures or any other COVID-19 related measures, will not give rise to any special treatment. These requests will be processed in the same way as any other similar request made under these Terms and Conditions of Sale.