

Terms & Conditions of CitizenPlane

Article 1. General Provisions and Definition of Terms

1. Parties.

These Terms & Conditions regulate the legally binding relationship between us, the private limited company CITIZENPLANE, a French société par actions simplifiée, having its registered office at 32 rue de Paradis - 75010 Paris, registered with the French registry (Registre du Commerce et des Sociétés) under number 834 261 380 (hereinafter referred as "CitizenPlane", "We", "Our", "Us"), and you as Our customer (hereinafter referred as "You", "Your", "Yourself"); ("You", "Your" and/or "Yourself" can also be used to refer to a passenger to be transported in a plane or a train under the Contract of Carriage).

2. Definition of Terms.

The terms in **BOLD** listed below, and used throughout these Terms & Conditions refer to the following:

1. **Booking**: means the purchasing process of selected Flight(s) and the actual outcome of this process, which includes the following (i) Your selection of the Flight(s) listed on Our Website or a Partner Website, (ii) completing the information required in the online form on Our Website, (iii) Your acceptance of the Terms & Conditions stated hereunder and Our immediate performance of Services (iv) sending Us the completed online form (v) and making the payment of the Full Price through the appropriate payment method or through a Partner Website. By making the Booking, You accept the offer of Our Services. The Booking is completed by Our acceptance of Your payment made in accordance with these Art. 1.2.1 (v) and 3.1 hereof.
2. **Contract of Carriage**: means the agreement of carriage and related services concluded between You and the Selected Carrier(s) based on the provisions of Our brokerage services provided upon the Service Agreement in accordance with the provision of Art. 2.13 hereof.
3. **Destination**: means the airport or train station which is, according to Your Booking (see Art. 1.2.1 hereof), the last airport on Your one-way journey. You can order carriage for more than one Destination in a single Booking in the form of Multi-city carriage, further defined in Art. 1.2.7 hereof. The carriage to the Destination can also be arranged for two or more Flight Connections – see Art. 1.2.5 hereof. We reserve the right to change any of the interim destination(s) displayed in Your Booking if it

does not affect Your ability to reach Your final Destination, unless You select the interim destination(s) in the form of a Multi-city itinerary.

4. **Flight or Flights:** means an offer of carriage by air or by train to the Destination via a Selected Carrier(s). Flight time duration and the identification of Selected Carrier. The Flight time duration may also include technical stopovers undertaken by the respective operating carrier during the Flight from the departure airport (train station) to the arrival airport (train station) on one leg of Your journey. 'Flight' can also be used to mean two or more Flights to carry You to Your Destination.
5. **Flight Connection(s):** means a form of carriage wherein You will need to exit the plane or train at each given airport or train station and either change planes or trains, or re-board, in order to reach Your Destination. In some cases You may also need to change the Selected Carrier when changing the plane or train.
6. **Full Price:** the price that We charge You for the provision of Our Services and the price for the Flight ticket(s) and other related services (e.g. priority boarding, additional luggage, meal, etc.) You ordered with Us within the Booking. The Full Price is further defined in Art. 3.1 hereof.
7. **Multi-city:** means a form of carriage which includes a combination of Flights which pass through one or more interim destination(s), which You have expressly selected within the Booking.
8. **Additional Services:** means the services provided by Us related to Your Flight(s) which consist of arranging the services that are offered by the Selected Carrier(s) and/or any other third party, such as preferred meals, checked luggage, preferred seat selection, Flight/passenger's name change, Flight cancellation, priority boarding, etc. The fee for providing Additional Services is not included in the Full Price, unless you add these Additional Services during the Booking. If You should order Additional Services after the Booking We will offer You the processing of these services for an additional Handling Fee (as defined below).
9. **PNR:** means (Eng. Passenger Name Record) is a code identifying Flight reservation(s), passenger and itinerary information. It may consist of any combination of numbers and/or letters and one PNR may include the information about the type of Flight ticket(s), date of travel, number of bags and seating information related to one or more Flights operated by one or more cooperating airlines. The PNR can always be found on the e-Ticket or boarding pass. The PNR does not, under any circumstances constitute a CitizenPlane order number. You should note that when travelling via multiple Flights the PNR may vary between these Flights. This also applies to return Flights.
10. **Selected Carrier:** means the airline providing the services of carriage by air or the operator of the ground transportation by train with which You enter into the Contract of Carriage through the use of Our brokerage services. Your Flight(s) may include the services of two or more Selected Carriers – where this is the case, the term Selected Carrier will be used to mean the airline or railway company carrying You across the

relevant part of Your route. Please note that the actual operating carrier may differ from the Selected Carrier with which You have entered into the Contract of Carriage and as such, it is Your responsibility to verify the identity of the operating carrier at the airport or train station for the relevant route before departure.

11. **Service or Services:** means the brokerage services directly related to the carriage of You and Your luggage to a Destination which We provide You in accordance with these Terms & Conditions and the Service Agreement for the pre-arranged and agreed fee, included in the Full Price. Our Services, through which You will be able to conclude the Contract of Carriage with the Selected Carrier are defined in Art. 2.1 hereof. Beyond the provision of these brokerage Services We provide You with assistant Optional Services in the form of the CitizenPlane Guarantee (as defined below) in the case of Flight cancellation, Flight schedule change or Flight Delay as specified in Art. 4 and Art. 5 hereof and Enforcement Services as specified in Art. 5.7 hereof. Please note that Our fee which is included in the Full Price is related solely to the provision of brokerage Services. These assistant Optional Services are provided free of charge under the conditions stipulated herein and the Enforcement Services are provided under the conditions and fees stipulated in Art. 5.7 hereof.
12. **Service Agreement:** means the agreement on the provision of the Services concluded between You and Us in accordance with Art. 1.2.1. hereof, i.e. the Service Agreement is concluded upon Your receipt of Our confirmation e-mail accepting Your payment. The purpose of the Service Agreement is to set forth the contractual relationship between You and Us on the basis of which We will provide You with the Services related to Your Flight(s) to the chosen Destination with a Selected Carrier for the Full Price. These Terms & Conditions form an integral part of every Service Agreement.
13. **Terms & Conditions:** means Our terms and conditions stated herein.
14. **Website:** means the website located at CitizenPlane.com, including the subdomains for respective markets and/or Our other websites on which You can make the Booking.
15. **Handling Fee:** has the meaning set forth and defined in Art. 2.2 hereof.
16. **No Check-in Baggage Booking:** means a Booking itinerary of one or more Flight(s) which is specially construed and offered to You under the condition that You cannot have any other baggage than a carry-on luggage as defined and limited by each of the Selected Carriers; should You add any check-in baggage to this itinerary We cannot guarantee You flawless travel on Your journey and We are relieved of any financial or other obligations to You in this regard.
17. **Optional Services:** means the services related to the Flight change, delay or cancellation which We will provide You in a form and under the conditions stipulated herein namely in the Art. 4 and 5.

18. **Complete Information:** You must provide Us with complete, accurate and correct information and all data necessary for Our provision of the Services to You (especially the information and data (including personal data) necessary for the conclusion of the Contract of Carriage with a Selected Carrier(s), for billing and Flight tickets delivery, etc., for which You are requested during the Booking or any time before or after. It is Your responsibility to ensure that all the information is correct and updated at the time of the Booking and this information will be in this form valid and complete at the time of Your travel. It should also be noted that You must provide all the information using Latin script. We are not responsible for any damages, additional costs or any other issues or complications, which may arise as a result of Your failure to provide Us with complete and accurate information during the Booking process.
19. **Intellectual Property:** We retain any, and all, rights to Our Website and its content; including software, hardware, products, processes, algorithms, user interfaces, know-how, technologies, designs and other tangible or intangible technical materials or information made available to You by Us throughout the provision of the Services or by using Our Website. Unless expressly set forth herein, no expressed or implied license or right of any kind is granted to You regarding the Services and/or Our Website, or any part thereof, including any right to obtain possession of any source code, data or other technical material relating to Our Website. All rights not expressly granted to You herein are reserved to Us. Any work product, developments, inventions, technology or materials provided by Us under these Terms & Conditions and/or the Service Agreement or while using Our Website or any Services are exclusively owned by Us. You shall not alter and/or decompile the software used by Us for the provision of the Services and operation of Our Website; You shall not make copies of such software. We, in Our sole discretion, may use all comments and suggestions, whether written or oral, provided by You in connection with Your order and use of the Services and or Our Website. Furthermore all copyrights, trademarks, design rights, database rights, patents and other intellectual property rights (registered and unregistered) in and on Website belongs to Us and/or third parties. We do not grant You the right or licence to use any trademark, design right, database right, copyright or any other right regarding the content in or on a Website owned or controlled by Us or any other third party except as expressly provided in these Terms & Conditions.
20. **Trademarks:** The trademarks, logos, and service marks (hereinafter referred to as the "Trademarks") displayed on the Website are registered and unregistered Trademarks of their respective owners. All Trademarks related to the operating airlines, railway companies and other third party providers that are displayed on the Website belong to their respective owners and We use these Trademarks solely for Your convenience. Nothing contained on this Website should be construed as Our pretension of these third party Trademarks or as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Website without the express written permission of its respective owner. Your misuse of the Trademarks displayed on the Website, or any other content on the Website, is strictly prohibited. You must ensure that Your use of the third party content (Trademarks, logos, watermarks and other registered details) complies with all applicable law and

the intellectual property and other rights of the relevant third party provider. You acknowledge and agree that the third party content and all intellectual property rights subsisting in third party content will remain the property of the relevant third party provider. No part of the third party content may be modified, duplicated, published, uploaded, distributed, translated, adapted, marketed or used, without the prior written consent of the relevant third party provider.

Article 2. Service Agreement

In order to remain in full compliance with all applicable national laws and regulations of the European Union, by this Art. 2 hereof We provide You with all the mandatory information before entering into the Service Agreement:

1. Service Description

Our Services shall consist of the following:

1. Displaying the offered Flights and their combination on Our Website;
2. Brokerage of the Contract of Carriage between You and the Selected Carrier;
3. Delivery of the Flight tickets (itinerary) for the selected Flight(s), which You have purchased in accordance with Art. 1.2.1 hereof, as a result of the Booking, to You in accordance with Art. 2.18 hereof; and
4. Performance of online check-in (in the event that it is available and/or is stated in Your e-ticket) with regard to the respective Flight(s) within your Booking.

Beyond the provision of the previously described Services We provide You with (ii) Our Optional services in the form of the CitizenPlane Guarantee in case of Flight cancellation, Flight schedule change or Flight Delay as specified in Art. 4 and Art. 5 hereof and (ii) Enforcement Services as specified in Art. 5.7 hereof.

2. Additional Services.

Please note that Our Services do not include the services related to the Additional Services, such as the processing of Your request(s) for the Additional Services and We are not obliged to provide You with these Additional Services. However, We may assist You in a reasonable manner with the processing of such request(s) on the basis of a separate agreement concluded between You and Us for pre-agreed fee. Please note, that the Optional Services may also be subject to additional charges imposed by the Selected Carriers or any other third parties providing the Additional Services. Additional Services in the form of arranging voluntary Flight(s) alteration, change, cancellation, processing of the refunds of any kind with the Selected Carrier and/or processing of any other of Your request regarding Your Booking are charged an additional handling fee amounting to €20 (twenty Euros) (hereinafter referred as the "Handling Fee", which will be charged separately or will be deducted from the refund

of the Flight price and/or other refunds from the Selected Carrier. Please note that Our Handling Fee charged for managing cancellations and/or changes does not include the amounts eventually charged by the Selected Carrier(s) and/or other service provider(s), according to their terms and conditions.

3. Should the amount of the potential refund from the carrier for the cancellation of the Flight(s)

be lower than the Handling Fee, We will not offer You the provision of these Additional Services. Please be informed that the Handling Fee stipulated herein does not apply in a case of Flight cancellation and/or a request for a refund made in relation to the provision of the CitizenPlane Guarantee. Please note that We will not assist You in relation to the processing Additional Services within the last 48 hours prior to the departure of Your first Flight in Your itinerary, or any time thereafter, as We are unable to arrange processing of Your request within this time period.

4. Means of Distance Communication and Costs.

We will not charge You any extra costs in addition to the Full Price for the use of means of distance communication that We use in order to communicate, negotiate and enter into the Service Agreement with You, i.e. there are no service charges for Our communication with You via the internet or over the telephone. All fees relating to all phone communications with Us are dependent on Your phone or internet provider; We are not liable for any costs incurred and We will not reimburse You for these costs. Given this You should request the bill payer's permission beforehand.

Please note that phone calls between Us and You may be monitored, recorded and stored. You hereby acknowledge and agree that Your conversation with Our staff when discussing Your complaint, request or suggestion via telephone may be recorded in the form of an audio recording for the purpose of (i) provision of Our Services under the Service Agreement, (ii) internal inspections of service quality, (iii) improvement of service quality and/or (iv) collecting evidence concerning the transaction implemented via Our customer service department. Please note that with regard to the purpose of recording phone calls as stipulated in this Art. 2.3 para. (ii) and (iii), Your consent to audio recording of phone calls can be withdrawn at any time during communication with Us.

5. Supervisory Authorities.

The authorities that supervise Our business activities and to whom You can address complaints are the French Trade Inspection Authority.

6. Service Agreement and Contract of Carriage as two separate legal relationships.

You should note that by the completion of the Booking, You are entering into two separate agreements: (i) the Service Agreement concluded with Us and (ii) the Contract of Carriage for air transportation concluded with the Selected Carrier(s). These two legal relationships are mutually independent, concluded with different parties, (i) You and Us on one hand and (ii) You and the Selected Carrier on the other, and as such these relationships are regulated by different rules, terms and conditions and usually are governed by different legal orders. The circumstances under which You may withdraw from and/or amend the Service

Agreement are explicitly stated in these Terms & Conditions (regarding the withdrawal right, please see Art. 9.2 hereof). Please note that the stipulation of Provision 2.14 regarding exemption from the right to withdraw from the contract within 14 days of its conclusion in accordance with the applicable EU regulation, applies to the Service Agreement concluded between You and Us. In relation to the potential withdrawal from the Contract of Carriage concluded with the Selected Carrier, the terms & conditions of each of the respective Selected Carrier shall apply. By conclusion of the Service Agreement You express and represent to Us that You have the necessary legal capacity to enter into and be bound by these Terms & Conditions and that You are familiar with the terms & conditions of each of the respective Selected Carrier; namely their terms regarding potential withdrawal or termination from the Contract of Carriage, voluntary and involuntary cancellation and change of the Flight(s), and/or any other changes related to the Flight(s).

7. Proof of conclusion of the Service Agreement.

In accordance with the EU Directive (2000/31/EC) on eCommerce and its national transpositions, as applicable, please be informed that the confirmation e-mail of Your Booking is the proof of the conclusion of the Service Agreement between You and Us.

8. Language of the Service Agreement.

The Service Agreement is executed in English. Please note that only the English version of the Terms & Conditions stated herein is legally binding. Translations have been provided purely for user convenience. In the event of any discrepancy between a translation and the English master of the Terms & Conditions stated herein, the English master shall prevail.

9. Technical Steps to enter into the Service Agreement with Us / Data Correction.

Our Website contains an interactive web interface through the use of which the Service Agreement between You and Us is concluded by completing and sending Us the online order form and making online payments in accordance with Art. 1.2.1 hereof or by logging-in

to check your Booking. Before sending the online order form, You are able to check, change and correct any data You have entered.

10. Code of Conduct.

Throughout the provision of Our Services, We always comply with all applicable laws and regulations of France and the European Union and Our internal principles of customer satisfaction and rules for personal data protection. We choose not to make these internal rules and principles public.

11. Quoted Prices.

The prices quoted on Our Website include the base fare to the Destination, the airport charges, fuel charges, VAT and fee for Our Services. All these components of the quoted price are displayed as a single Full Price. However, given the character of Our Services, Our prices cannot include any extra fees charged by the Selected Carrier, or any other third party in connection with the carriage to the Destination. (For more information please see Art. 3.1 hereof).

12. Territorial Limitations.

There are no territorial limitations on the provision of Our Services unless stated otherwise explicitly.

13. Service Agreement conclusion.

By concluding the Service Agreement. We undertake to perform Our obligations related to the provision of the Services under these Terms & Conditions and You undertake to pay Us the Full Price in accordance with Art. 3.1 hereof. By completing a Booking, You accept Our offer and enter into the Service Agreement with Us. You also authorize Us to use Your personal details (especially Your first name and surname) for the purpose of the creation of a “virtual credit card”, which will be issued solely for the purposes of financial settlement with the Selected Carrier(s).

14. Change or cancellation of the Flight(s).

We reserve the right to change or cancel any Flights and/or intermediary airport that We offered to You if a Selected Carrier’s offer changes; especially if the change concerns the features of the Flight tickets You have selected, namely when the price of Your selected Flight(s) increase in between the moment We accept Your Booking and Our completion of reservation processing. If, during the provision of Our Services, the conditions of carriage are changed by a Selected Carrier in the aforementioned manner, We will notify You accordingly in a reasonable manner and make every effort to offer You reasonable alternative carriage options and proceed in accordance with the provision of Art. 9.2 hereof.

15. Immediate Performance of the Service Agreement and 14-Day no Withdrawal Period.

Given the character of Our Services, which We will start providing immediately after the conclusion of the Service Agreement with You, i.e. before the expiration of the 14-day withdrawal period according to EU legislation, You shall not withdraw from the Service Agreement within a 14-day period after its conclusion, or at any time thereafter, even in case You are a citizen of an EU member state to whom this right generally applies. Your order of Our services made via conclusion of the Service Agreement between You and Us will be considered as Your request for Our immediate provision of Our Services. This provision of Art. 2.15 hereof do not affect the possibility to withdraw from the Service Agreement under the conditions stipulated in Art. 9.2 hereof.

16. Brokerage of the Contract of Carriage.

We are responsible primarily for brokering the Contract of Carriage between You and a Selected Carrier. By making a Booking, You instruct Us to broker a Contract of Carriage between You and a Selected Carrier. The content of any such Contract of Carriage will be determined by Your selection of the Destination and other Flight attributes on Our Website and the Selected Carrier's conditions of carriage. A brokered Contract of Carriage can be applied to carriage of more than one person and/or a person(s) other than Yourself; however, the Contract of Carriage is always concluded between You (as the person making the Booking) and the Selected Carrier. The price for the carriage services provided under the Contract of Carriage brokered by Us with the Selected Carrier(s) is included in the Full Price (Art. 3.1 hereof) and if not specifically ordered during the Booking it does not cover any extra services provided by the Selected Carrier in connection with the carriage to the Destination. Subject to the limitations of Art. 2.14 and 9.2 hereof, We must broker the Contract of Carriage for You without undue delay after Our acceptance of the payment of the Full Price by You in accordance with Art. 1.2.1 hereof and for this purpose You are entitling Us, in this respect, to act on Your behalf with the Selected Carrier(s). On average We broker Contract(s) of Carriage within 30 minutes unless explicitly stated otherwise. Please note that the Service Agreement between You and Us and the Contract of Carriage between You and the Selected Carrier(s) are two separate agreements.

17. Power of Attorney.

If the Service(s) is/are only provided to You on the basis of a power of attorney, You, by entering into the Service Agreement with Us, appoint Us as Your attorney-in-fact and grant Us all such powers to represent You in the extent necessary for the provision of all Services by Us. If a written power-of-attorney is required, You must undertake to provide it to Us upon Our request.

18. Flight Ticket Delivery.

We will send You Our e-ticket(s) or voucher with the respective PNR for each respective Flight purchased from the Selected Carrier to Your email box at the email address that You entered in the online order form during the Booking on Our Website or on a Partner Website. It is necessary that You enter Your email address in the correct and unabbreviated form. We are not liable for faulty the delivery or non-delivery of e-ticket(s) or voucher for a Flight, if caused by circumstances on Your part such as entering an incorrect email address or incorrect email settings. You must notify Us without undue delay of any changes to Your contact information that may affect Our ability to deliver the ordered Flight e-ticket(s) or voucher to You. Please be reminded that We do not deliver Flight e-ticket(s) or voucher in paper form; please print out the Flight e-ticket(s), vouchers, boarding pass(es), visa(s), and a copy of Your passport and/or other travel documents required by the Selected Carrier(s) and/or relevant authorities and bring them with You to the airport or train station.

In case your e-ticket is not available, only a voucher will be delivered to You by email. It is Your responsibility to retrieve Your boarding pass at the airport, at the Selected Carrier's check-in desk.

Article 3. Fees, Costs and Charges

1. Full Price.

The Full Price that is displayed on Our Website or a Partner's Website is the final price for the Flight ticket(s) and it includes the base fare to the Destination, the airport charges, fuel charges, VAT and price of Our Services. However, it does not include other fees, charges or payments for services related to Your carriage under the Contract of Carriage, which are provided by the Selected Carrier(s) and/or third parties, such as Additional Services, tourist taxes, banking fees, visa fees, airport transfer fees etc. You must pay the Full Price with a payment card or by another online payment method offered on Our Website or Partner Website by entering the required data in the relevant online form. Until We receive the payment of the Full Price from You and confirm its acceptance to You, We are not obliged to commence the provision of any Service(s).

2. Price change.

Please note that in case the price of the Flight ticket(s) changes any time after You make Your Booking with Us, namely when the price become lower, We are not obligated to provide You with any kind of a refund, because We booked Your Flight(s) and processed the respective payment(s) for the price valid at the time of Your Booking and we are unable to make any further changes in this regard.

3. Set-off.

In case Your itinerary is changed due Your request for a change of Your itinerary (hereinafter referred as "Itinerary Change"), You hereby agree that any refunds which shall be provided by the respective Selected Carrier(s) to Our account, may be unilaterally set-off against the price paid for an alternative Flight(s) or refunds provided to You in relation to the Itinerary Change.

Article 4. Conditions of Carriage

1. You acknowledge that a Selected Carrier's terms and conditions and conditions of carriage will apply unconditionally to Your contractual relationship with the Selected Carrier and that You must make Yourself aware of such terms and conditions as well as conditions of carriage before the Service Agreement is concluded and You complete the Booking. By concluding the Service Agreement You hereby acknowledge that the Flight(s) included in your Booking may not be part of the "frequent flyer programs" of the Selected Carrier(s). This article 4.1 also applies to the terms and conditions of the airlines/railway companies which are offered to You based on (i) application of the CitizenPlane Guarantee or (ii) voluntary change of the Booking based on Your request.
2. We will provide You with all necessary documents for Your journey. However, it is Your responsibility to check that all documents have been received and are in order. We are not responsible for any issues arising due to Your failure to ensure that You have all the correct and adequate passport with sufficient validity (at least six months), visas, or other travel documents required by any airline, authority, or the Destination, including countries You may only be transiting through. If You have not received any documentation from Us, or You believe that some of the documentation is missing or inaccurate, You must contact and inform Us immediately and We will make Our best effort to provide You with all the necessary documentation.

Article 5. Flight Connection(s) Arrangement

In some cases with Flight Connections, or carriage to the Destination and back, the carriage to the Destination is arranged so that You receive the relevant one-way ticket (or tickets) for each part of Your route, i.e. each Flight en route to Your Destination (or back from Your Destination). If this is the case, please be aware that:

1. Each Flight may be subject to different rules, especially if operated by a different Selected Carrier;
2. When changing planes or trains, You need to collect Your luggage and have to personally check it in for the next Flight; if You do not use a transfer/transit Flight but a separate one-way Flight, they are sometimes operated by a different Selected Carrier.

3. Once in the airport or train station it is Your responsibility to ensure that You catch the relevant Flight Connection based on all information available at the airport or train station surrounding gate changes, terminals, transit time to gates etc. We are not responsible for any issues arising from You missing a Flight Connection and/or taking an incorrect flight.

Article 6. Administrative Formalities/Governing Laws/Amendments/Fraud

1. Visas.

We are under no obligation to advise You to obtain visas nor assist You in obtaining visas or obtain visas for You to the destinations that You will visit and/or pass through en route to Your Destination. However, We do generally advise You that some of the destinations may require a visa from You and that it is Your responsibility to obtain the required visas early enough, and at Your own expense. Please note that when using Flight Connections You may be required to obtain transfer visas even in order to check in for the connecting Flight.

2. Severability.

If any of the provisions of the Service Agreement is found to be invalid or ineffective, the other remaining provisions shall remain fully valid and effective to the extent that they are not dependant on such an invalid or ineffective provision. In such an event, any invalid or ineffective provision shall be replaced with a new, valid and effective one which corresponds to the intent and purpose of the provision that it being replaced.

3. Governing Law.

The Service Agreement and any legal relations established under it or derived from it, including issues of its formation and validity, shall be governed by the laws of France with the exclusion of any rules on conflict of laws.

4. Personal Data Processing.

Our processing and protection of personal data, that You provided to Us, as a natural person in accordance herewith, is governed by Act No. 101/2000 Coll., on the protection of personal data and amendments to certain related acts, as amended, as well as by Our Privacy Policy, which is available online on Our Website. The Privacy Policy forms an inseparable part of these Terms & Conditions and You are obliged always to read Our Privacy Policy before accepting these Terms & Conditions. By accepting these Terms & Conditions You also confirm that You have read and understood Our Privacy Policy.

5. Force majeure.

In case We are not be able to fulfil any of Our contractual or other obligations towards You, due to reasons of force majeure, including, but not limited to factual, technical, political, economic, meteorological and other unexpected circumstances that CitizenPlane cannot reasonably resolve, We are exempt from any derived legal responsibilities arising from such deficiencies or non-compliances related to the effect of force majeure.

6. Amendments.

We reserve the right to amend these Terms & Conditions at any time, and without prior consultation with Our customers. These Terms & Conditions are valid and effective from the time when You send Us a completed online order form via Our Website and will apply to the respective Service Agreement. Please be advised that these Terms & Conditions may have changed by the time You choose to use Our Services again, and You should read them carefully before requesting any order of Our Services. All versions of Our Terms & Conditions are available and downloadable on Our Website.

7. Applicability.

These Terms & Conditions shall apply to all Service Agreements concluded as of 20 November 2018.

8. Fraudulent Transaction Protection.

To ensure the high standard of Our Services and to protect against fraudulent transactions, We reserve the right to perform checks (verification) of payment cards. For this reason, We may request Your cooperation to verify the identity of the payment card holder. Until successful verification, Our obligation of immediate commencement of the provision of Our Services is suspended. In this event Your funds will be blocked at the bank and therefore We will not withdraw them. The time that it will take to verify a payment card is not included in the period within which We undertake to broker a Contract of Carriage for You in accordance with Art. 2.15. hereof.

9. Information about the Full Price.

Information about the Full Price is provided as final and binding with the exception of an apparent error in the amount of the Full Price; in these cases of apparent errors in the Full Price, we are entitled to unilaterally withdraw from the Service Agreement without further notice.

Article 7. Discharge / Extinguishment of Obligations

1. Discharge by Performance.

Your obligations and Our obligations under the Service Agreement will be discharged, and the Service Agreement performed, when You pay the Full Price in accordance with Art. 3.1 hereof and We provide the Services to You.

2. Extinguishment by Default.

If We fail to broker the Contract of Carriage for You in accordance with Art. 2.15 hereof within 48 hours after We accept Your payment of the Full Price, We will contact You. We will try to offer You an alternative solution, or You or We may withdraw from the Service Agreement.

Article 8. Liability for Damage

We are not liable for any damage, harm or loss arising out of any actions or omissions of a Selected Carrier or other third parties in connection with carriage to the Destination. Nor are We liable for any damage, harm or loss arising out of Your actions or omissions that are contrary to these Terms & Conditions.

Article 9. Dispute Resolution

1. In cases of disputes the courts of France shall have complete jurisdiction over all disputes arising between You and Us.
2. According to EU legislation all consumers residing in EU countries are, prior to filing any legal action with a court, pursuant to Act No. 634/1992 Coll., on Consumer Protection, as amended, entitled to commence out-of-court settlement of their dispute with Us, provided that any such dispute between an EU consumer and Us has not been successfully settled directly.
3. Pursuant to the EU Regulation No. 524/2013, EU consumers are also entitled to commence the out-of-court settlement of consumer disputes on-line through the ODR platform for the online resolution of consumer disputes accessible at (ec.europa.eu/consumers/odr).
4. Prior to the commencement of any of the above methods of dispute resolution, You are advised to contact Us through Our contact email available at: support@citizenplane.com to resolve any of Your complaints or suggestions.