



Terms and Conditions of Use of the Paytravel Service

These Terms and Conditions of Use (hereinafter the "TCU") govern the relationship between:

- **Evaneos**, a public limited company with capital of 86,476.96 euros, whose registered office is located at 27 rue de Mogador - 75009 Paris, registered in the Paris Trade and Companies Register under number 513 191 122 (hereinafter the "**Service Provider**"); and
- any natural person who is a customer of a travel agency that has subscribed to the Paytravel Service (hereinafter the "**Local Agency**") and wishes to use the service offered (hereinafter the "**User**").

1. DESCRIPTION OF THE PAYTRAVEL SERVICE

The Service Provider provides Local Agencies with a payment platform enabling Users to make secure direct payments to the Local Agencies with which they wish to organise their travel (hereinafter the "**Paytravel Service**" or the "**Service**").

Users of the Paytravel Service are customers of the Local Agencies who have booked their trip directly with the Local Agencies' booking platforms (website, mobile application).

In order to make payments, the Service Provider provides the User with payment methods such as bank card or bank transfer.

2. LEGAL AND REGULATORY FRAMEWORK

The Service Provider provides the Paytravel Service under the exception provided for in Article L. 521-3 of the French Monetary and Financial Code ("**CMF**"), which states that a company may provide payment services based on payment methods that are accepted, for the acquisition of goods or services, only within the premises of this company, or under a commercial agreement with it, in a limited network of persons accepting these payment methods.

To this end, the Service Provider has entered into a written commercial agreement with each Local Agency that accepts the payment methods offered by the Service Provider.

As part of the provision of the Paytravel Service, the Service Provider reiterates that it is not approved as a payment service provider within the meaning of Article L. 521-1 of the CMF. Consequently, the Service Provider is not subject to the provisions relating to the protection of users of payment services as defined in article L. 522-17 of the CMF.

Furthermore, the Service Provider is not subject to the obligations relating to the protection of the payment service users' funds or to the obligations relating to the fight against money laundering and the financing of terrorism set out in Chapter I of Title VI of Book V of the CMF.

3. USE OF THE PAYTRAVEL SERVICE

3.1 Access to the Paytravel Service

An internet connection is required to use the Paytravel Service.

No enrolment or account registration by the User with the Service Provider is required to use the Service.

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The Service Provider undertakes to use all reasonable means to maintain its Platform fully operational 7 days a week and 24 hours a day. The Service Provider does not guarantee that the Paytravel Service will operate continuously and without error.

The Service Provider may not be held liable for the unavailability, interruption or malfunction of the Paytravel Service, for any reason whatsoever and in particular in the event of failure of its Internet access provider, its host, hacking by a third party or force majeure.

The Service Provider may not be held liable for any inconvenience or damage inherent in the use of the Internet, such as the presence of computer viruses or spyware in particular.

The Service Provider may refuse, interrupt or suspend access to all or part of the Paytravel Service, in particular for maintenance and upgrade operations, or for any other reason, in particular technical reasons. The Service Provider is in no way responsible for these interruptions and the consequences that may result for the User or any third party.

Please note that the Service Provider may terminate or modify the characteristics of these services at any time, without prior notice.

The User guarantees that he/she is an adult (or a minor with the authorisation of a legal representative) and undertakes to provide accurate, verifiable, complete and up-to-date personal information.

The User accepts that neither the Service Provider nor its suppliers may be held liable for any material or immaterial, direct or indirect damage of any nature whatsoever arising from the inability to use the Paytravel Service.

Furthermore, neither the Service Provider nor its suppliers may be held liable for any indirect and/or immaterial damage arising from the use of the Paytravel Service, or in case of a damage, of any nature whatsoever, arising from a mistake or a fault from the User or a third party.

3.2 Payment interface

When the User enters into a travel contract with a Local Agency, he/she is subject to the payment conditions set out in the Local Agency's terms and conditions of sale.

The Service Provider does not determine the payment terms governing the User's obligation to pay the Local Agency. These payment terms, including but not limited to the payment due date, the amount due and the number of instalments in any payment plan that the Local Agency offers to the User, are determined by the Local Agency's terms and conditions of sale which the User accepts. The Service Provider is not a party to these agreements and has no role in setting the terms of these agreements.

Payment by the User is made via the Paytravel Service. To this end, the Local Agencies shall send the User a payment link by e-mail or any other means of transmission once the quote has been accepted.

By clicking on the payment link, the User accesses the Paytravel Service payment interface. The payment schedule set up by the Local Agency is displayed to the User. When they wish to pay an instalment, Users must confirm their travel details and personal details and choose one of the payment methods offered by the Paytravel Service (bank card, bank transfer or any other payment method offered on the Paytravel Service).

The User authorises the Service Provider to carry out any investigations it deems necessary to validate the information provided by the User. The Service Provider reserves the right to request additional information from the User and to ask the User to take steps to confirm ownership of his/her e-mail address or financial instruments used.

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It is not possible for Users to modify their payment details once they have been communicated. It remains the User's responsibility to ensure that their payment details are accurate before submitting them.

3.3 Payment terms

- In the case of payment by bank card: the User enters his/her card number, expiry date, security code and the name appearing on the card.
- In the case of payment by bank transfer: the Service Provider's bank details are sent to the User so that he/she can make the transfer. Once the transfer has been received by the Service Provider, the payment will be marked as paid on the User's Paytravel interface.

Once the payment has been received by the Service Provider, the User will receive a payment confirmation by email, which will constitute proof of the User's payment and the Local Agency will be informed of the receipt of the payment.

If the User's payment fails or if there are insufficient funds, the User will have to resubmit it.

3.4 Delay or cancellation of payment by the User

The Service Provider undertakes to use its best endeavours to ensure that payments made by the User are processed within reasonable timeframes; however, these timeframes do not constitute a guarantee that the Service Provider will be able to process the transaction in time. For information, please note that:

- In the case of payment by bank card, the User usually receives confirmation of payment within a few minutes of making the payment;
- In the case of payment by bank transfer, the usual processing times apply and the User will therefore usually receive confirmation of payment within 4 to 5 working days following the issue of the transfer.

A payment may be delayed or cancelled in the following situations:

- as part of the steps taken by the Service Provider to verify the User's identity, validate the payment instructions, contact and locate the User, and comply with its internal identity verification protocols in relation to government sanctions or watch lists, or any other applicable international, national, federal, provincial or local law;
- in case of typographical, pricing or other errors (regardless of whether such errors are caused by the Service Provider); or
- other circumstances beyond the control of the Service Provider, where the Service Provider deems it necessary to make such a cancellation due to its legitimate business interests.

In such cases, the User will receive notification of the cancellation and will have the option of making a new payment, at a new price if applicable.

If delivery of the funds paid by the User has already been initiated, the User will receive a refund of the amount sent to the Service Provider. The refund will be made to the User's original payment account as soon as possible. If the User has paid by bank transfer, they will be asked to provide their bank details so that the refund can be made.

4. SUSPENSION OR TERMINATION

The Service Provider may suspend or terminate access to the Paytravel Service for a User, or refuse to provide the Paytravel Service, at any time and without notice, if the Service Provider reasonably believes that the User has breached or is likely to breach these TCU or any other applicable law or regulation, or if the Service Provider reasonably believes that the User's account has been hacked or is being used for criminal purposes.

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5. LIABILITIES

5.1 Liability of the Service Provider

The Local Agency is free to determine the amount that the User owes to the Local Agency. The Service Provider shall not be liable for any errors in invoices or other notices and communications received by the User from the Local Agency indicating the amounts owed by the User to the Local Agency.

The Service Provider is not responsible for refunding payments made by the User via the Paytravel Service. The Local Agency to which the payment was made will determine the User's eligibility for a refund. In the event of a refund request, the User must contact the Local Agency directly for further details on obtaining a refund.

The Service Provider does not provide any payment services within the meaning of Article L. 314-1 of the CMF to the User. In this respect, it may not be held liable as a payment service provider for any unauthorised or incorrectly carried out transaction by the User's payment service provider.

5.2 Liability of the User

The travel contract is concluded exclusively between the User and the Local Agency. In this respect, the User acknowledges having read and accepted the terms and conditions of sale provided by each Local Agency when they accept their quote and/or make an initial payment.

The User remains solely responsible for the security, use and safekeeping of the payment instruments that he/she uses in the context of the Paytravel Service. The User guarantees that he/she is the owner of or has the right to use any bank account, credit or debit card, or any other payment method used to initiate a payment via the Paytravel Service.

The User ensures the confidentiality of the information used to use his/her payment instruments and not to communicate it to third parties. The User shall inform the Service Provider immediately of any loss, theft, misappropriation or unauthorised use of a payment instrument, as soon as he/she becomes aware of it.

6. COMMUNICATIONS BETWEEN THE SERVICE PROVIDER AND THE USER

For any question, claim or communication, the User may contact the Service Provider via the following means of communication:

Email: contact@pay-travel.com

Telephone: +33 1 89 71 90 73

Postal mail:

Evaneos - Service Paytravel

27 Rue de Mogador

75009 Paris

7. PERSONAL DATA

In the context of the use of the Paytravel Service, personal data is processed in accordance with the legal and regulatory provisions in force, in particular Regulation (EU) 2016/679 of 27 April 2016 (GDPR) and French Law no. 78-17 of 6 January 1978 relating to information technology, files and freedoms, as amended.

The terms and conditions relating to the processing of personal data, including the purposes, the retention period and the rights of Users, are described in the [Paytravel Privacy Policy](#), which the User acknowledges having read and accepted.

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8. CHANGES

The Service Provider reserves the right, at its sole discretion, to modify these TCU at any time. The Service Provider will inform the User of any changes made to the TCU. Use of the Paytravel Service by the User implies acceptance of these changes. Changes made to these terms and conditions will come into force as soon as they are published.

9. FORCE MAJEURE

If the performance of all or part of the Service Provider's obligations is interrupted or made impossible by the occurrence of an event of force majeure, as defined in the applicable regulations, the Service Provider is released from the performance of its contractual obligations until the circumstances causing this impossibility or interruption have ceased.

The Service Provider will inform the User of this without delay and will take all reasonable steps to ensure that the interruption ceases promptly and to resume performance of its obligations as soon as possible.

10. APPLICABLE LAW AND COMPETENT COURTS

The Paytravel Service is developed and governed in accordance with French law. The TCU are governed by French law.

This applies to both substantive and formal rules, and its content will be assessed by the competent French court alone. Conflict of law rules are excluded in favour of the full and unreserved application of French law, except in the event that provisions applicable in the User's country of residence require the application of other rules or a different attribution of jurisdiction, and that such provisions cannot be set aside by contract. In particular, the Service Provider draws the User's attention to the fact that the law applicable in the User's country of residence located in one of the Member States of the European Union may provide for more favourable legal rules which will apply to the Service Provider if the User so requests.

Both the User and the Service Provider agree to submit any dispute between them to the non-exclusive jurisdiction of the French courts. In this respect, the User may bring an action to enforce his/her rights in France or in the European Union country in which he/she resides.

In the event of a dispute between the User and the Service Provider, the User may have recourse to a conventional mediation procedure or any other alternative dispute resolution method. The Service Provider's consumer ombudsman is the Tourism and Travel Ombudsman (Médiation du Tourisme et du Voyage, <https://www.mtv.travel/>). The User may contact the Tourism and Travel Ombudsman at the following address: MTV Médiation Tourisme Voyage BP 80 303 75 823 Paris Cedex 17.

The European Commission also provides the User with an online dispute resolution platform which can be accessed here:

<https://ec.europa.eu/consumers/odr/>

11. USER CONSENT

The User acknowledges having read the TCU before using the Paytravel Service.