

GENERAL CONDITIONS OF SALE **OF DEMYSOS.**

DECEMBER 16th 2018

RECITALS

These General Conditions of Sale (hereinafter referred to as the "Conditions") define the rights and obligations of the parties in the distance selling contract, excluding contracts concluded outside the establishment, and automatically apply to contractual relations between:

- On the one hand, the company DEMYSOS, simplified joint stock company with capital of €10,000, whose registered office is located at 31 rue Georges Thoretton 92230 GENNEVILLIERS, registered with the RCS of NANTERRE under n ° 840 940 670 and registered with Atout France under number IM092180018, represented by its President, Mr Corentin GALLENE (hereinafter 'DEMYSOS');
- And on the other hand, any customer ordering a custom-made tourist travel service, à la carte and accompanied tours, private or in groups, offered, composed and sold by DEMYSOS (hereinafter referred to as the "Customer").

DEMYSOS has taken out with HISCOX EUROPE UNDERWRITING LIMITED, whose head office is located 19 rue Louis Le Grand 75002 PARIS, an insurance contract n ° RCPAPST / 261 244 guaranteeing its professional civil liability up to 1,500.00 euros per claim and per insurance year. The financial guarantee intended to cover the total amount of the funds received, pursuant to articles L. 211-18 and R. 211-26 to R. 211-34 of the Tourism Code, is provided by the Professional Association of Tourism Solidarity, a collective guarantee organization provided for by Book II of the Tourism Code, of which DEMYSOS is a member.

These Conditions are brought to the attention of the Customer and govern the conditions of purchase on the website at www.demysos.com (hereinafter referred to as the "Site") and by telephone of the tailor-made tourist travel services offered, composed and sold by DEMYSOS. The Customer will also be provided with the descriptive sheets of the services and a quotation accompanied by a pre-contractual information form. This information constitutes a part of the prior information referred to in Article R.211-4 of the Tourism Code.

After express agreement by the Customer, DEMYSOS can modify the preliminary information relating to the price, the conditions of cancellations, transportation, progress of the stay, after publication on the Site and their consultation by the Customer.

In any case, the modified information will be provided to the Customer before signing the travel contract.

By accepting his contract, the Customer expressly acknowledges having read these General Conditions of Sale and the specific description of the services offered by DEMYSOS and chosen by the Customer.

These documents are sent to the Customer by e-mail.

The General Conditions of Sale are also downloadable and printable thanks to a dedicated link.

DEMYSOS for its part will keep proof of the sending and acceptance of the General Conditions of Sale by the Customer.

Failure to accept all or part of these General Conditions of Sale will result in the Customer renouncing any use or benefit of the Services offered by DEMYSOS.

These General Conditions of Sale are up to date as soon as they are published online and they cancel and replace any previous version.

The services offered by DEMYSOS are intended only for people with the capacity to consent to the processing of personal data. It is forbidden for people who do not have this capacity, and especially for minors under fifteen (15) years of age, to subscribe to the services offered by DEMYSOS. However, it is possible for a parent or guardian to subscribe to these services on behalf of the beneficiary who does not have the capacity to consent to the processing of personal data.

1. OBJECT - SCOPE

The purpose of these General Conditions of Sale is to provide a framework for relations between DEMYSOS, which offers distance selling, excluding selling off-establishment, of tailor-made tourist services, on the one hand, and on the other hand, Customers purchasing said services.

2. DEFINITIONS

Customer: any person capable of performing a Service Order with DEMYSOS.

Service: service offered and described by DEMYSOS, provided and accepted by the Customer, such as in particular a stay, a tailor-made circuit, private guided tours.

Provider: any provider of services provided by DEMYSOS such as hotels, carriers.

Tailor-made offer: personalized travel service developed by DEMYSOS at the Customer's request and not available as is on the Site.

Quotation: document describing the services offered by DEMYSOS to the Client including an estimate of the Price of the tourist package. This quotation is part of all the elements constituting the prior information provided to the Customer. It is accompanied by a pre-contractual information form. The quotation includes the reservation number.

Order: any definitive purchase of Services after acceptance of the quotation by the Customer.

Validation of the Order: refers to the validation operation of the information transmitted in particular concerning the content of the Order and the Price paid by the Customer at the time of the Order.

Travel Contract or Contract: consists of all the following documents:

- These General Conditions of Sale.
- The quotation drawn up between DEMYSOS and the Customer containing pre-contractual information
- Description of the services signed for

Description: sheet describing all the Services chosen by the Customer at the time of the Order.

Tourist package: combination of at least two different types of travel services such as transportation, accommodation offered by the Site exceeding a duration of 24 hours or including one night at least and offered at an all-inclusive price.

Reservation: any request for travel services made by the Customer by any means (internet, telephone, mail) and processed by DEMYSOS. When a Reservation is confirmed, it becomes an order.

Price: refers to the total price of the Tourist Package including all taxes.

Durable medium: any device that enables the Customer or DEMYSOS to store personally addressed information in a way that allows for future reference for a period of time appropriate to the purpose for which the information is intended and which allows reproduction identical to the stored information.

Exceptional and unavoidable circumstances: a situation beyond the control of the party invoking that situation and the consequences of which could not have been avoided even if all reasonable measures had been taken.

Non-compliance: non-performance or poor performance of the travel services included in a package.

Processing: any transaction or set of transactions performed or not using automated processes and applied to data or sets of personal data.

Personal data: any information relating to a natural person identified or identifiable directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more specific elements of its own.

3. BOOKING & REGISTRATION

DEMYSOS offers tailor-made trips via its Website.

The Customer contacts DEMYSOS using the form available on the Website in which he will specify his wishes, suggestions, budget and conditions of travel.

DEMYSOS will send the Customer an electronic tailor-made Quotation. The period of validity of the Quotation is indicated on the quotation itself. Once this period has elapsed, the Quotation becomes obsolete and the various components of the trip, prices and programs cannot be guaranteed.

The Customer must return to DEMYSOS by e-mail a signed version of the Quotation with the words "Approval accepted" together with these signed General Conditions of Sale. These signed documents apply as conclusion of the Travel Contract.

In the absence of sufficient availability at the time of acceptance of the Quotation by the Customer, and subject to prior consent by the Customer, DEMYSOS will offer the Customer Services similar to those originally requested and will forward new documents.

After sending in the signed Quotation, the Customer must pay a deposit of at least 30% of the total price for any trip whose departure date is more than 30 days from the time of Booking, or the full price for any departure date less than 30 days. Otherwise, the Order will not be validated by DEMYSOS.

The deposit will be returned to the Customer immediately, in case of non-availability of the requested Service. At DEMYSOS' proposal, the Customer can also accept a similar or replacement proposal to which the deposit will be transferred.

Once the Order has been validated, DEMYSOS will send the Client a Description of the trip.

If an Order is placed using payment instruments that have already been the subject of a report from an account or an e-mail address that has already experienced incidents or for any other legitimate reason, and in particular, when there is a dispute with the Customer regarding payment of the Price of a previous Order, DEMYSOS reserves the right to refuse and / or cancel the Order.

The correct spelling of the names and surnames of the travellers as well as the validity of passports and national identity cards whose number appears on the Travel Contract remains the sole responsibility of the Customer. DEMYSOS thus advises its Customers to exercise the greatest vigilance when reading the Travel Contract before its validation.

4. TARIFF CONDITIONS AND PAYMENT METHODS

4.1. PRICING CONDITIONS

The total price of the Tourist Package is the one indicated on the Quotation by DEMYSOS and signed by the Customer. It is expressed in Euros tax inclusive.

Only the Services explicitly mentioned in the description of the trip are part of the Package.

Unless otherwise stated in the Description of the trip, not included in the price of the tourist package are the following:

- vaccination and visa fees;
- excess baggage;
- personal expenses (gratuities, telephone, various securities etc.);
- optional excursions and, in general, any services not expressly mentioned in the travel contract.

Some requests may be subject to special pricing rules such as single rooms and child discounts; the cost is provided for information only. If a modification were to affect the amount of these rates after confirmation of the Quotation, the Customer will be informed before confirmation of his Order.

The Customer evaluates and accepts the Tourist Package Price before departure. By so accepting, he agrees that it is a fixed price including all the services specified in the Description and whose prices are not itemised by DEMYSOS.

Once the trip has been made, the Customer will not be able to contest the Price.

Prices are indivisible. Thus, barring any specific insurance, any waiver of benefits included in the Contract and / or any interruption of travel by the Customer (even in case of hospitalization or early repatriation), cannot result in a refund.

In the event of a clearly derisory or improperly low price relative to the objective value of the Tourist Package, communicated to the Customer by any means, DEMYSOS may cancel the booking file without any fees or penalties. A new Booking may be made by the Customer depending on the availability of Services at a comparable price.

The Price fixed in the Travel Contract is calculated on the basis of the price of the services known at the time the Quotation is requested by the Customer.

In accordance with the provisions of Articles L. 211-12 and R. 211-8 of the Tourism Code, DEMYSOS is entitled to change its prices, both upwards and downwards, to take account of variations between the date of signature of the Quotation and that of departure:

- The cost of passenger transport, including the cost of fuel or other sources of energy; or
- Fees and taxes relating to the services provided for in the Contract;
- Exchange rates applied to the trip or stay in question.

DEMYSOS will inform its Customers of any price change caused by these factors by any means making it possible to acknowledge receipt no later than twenty (20) days before departure.

In accordance with the provisions of the Tourism Code, in the event of an increase of more than 8% of the price of the trip, the Customer will receive, as soon as possible, a breakdown of the price change on a durable medium, its consequences on the price of the package and the choice that is offered to him. The Customer will be entitled:

- Either to cancel the contract and obtain, without penalty, the immediate refund of the sums paid. Termination must be notified to DEMYSOS as soon as possible after notification of the increase and by any means making it possible to acknowledge receipt thereof;
- Or to accept the price change.

In the absence of reply from the Customer on the choice made within a reasonable time, the Customer will be considered to have accepted the price change.

Below the 8% threshold, the Customer's refusal of the price increase will be considered as a cancellation on his part, and will result in application of the cancellation schedule in accordance with article 7 of these General Conditions of Sale.

The tourist tax is not included in the price of the trip. It will be paid in euros, at the place of accommodation.

4.2. TERMS OF PAYMENT

The methods of payment of the Tourist Package are limited to the following: credit card via the Site (*secure payment*), and bank transfer.

Only one method of payment is authorized for each Order.

Credit cards are Carte Bleue, Visa, Eurocard / MasterCard networks. Payments by credit card are made in euros on the Site through the "jepaieenligne" service of the bank Caisse d'Epargne.

The balance of payments by credit card will be automatically debited on the due date mentioned below. DEMYSOS does not check the creditworthiness of its Clients.

The full amount of the Order is debited to the Customer's credit card upon confirmation of the booking.

The obligation to perform the Tourist Package is definitive for DEMYSOS only after full payment of the Service by the Customer. Any default or rejection of payment may result in cancellation of the booking file due to the Customer.

Costs for rejection or cancellation due to non-payment or irregular payment as well as any price increase between the payment incident and regularization, if the issuance of new tickets is necessary, remain the responsibility of the Customer.

In accordance with Article L.132.2 of the Monetary and Financial Code, the commitment to pay given by credit card is irrevocable. By communicating the information relating to his credit card, the Customer authorizes DEMYSOS and its service providers to charge said card the amount corresponding to the Sales Price of the Tour Package.

To this end, the Customer claims that he is the holder of the bank card to be debited and that the name on the card is actually his. The Customer must communicate the sixteen (16) digits, the expiry date of his credit card and, where applicable, the numbers of the visual cryptogram.

Not considered as payment in full: communication of a credit card number before agreement by the payment centre, a transfer order before confirmation by the Customer's bank.

Payment can be stopped only in case of loss, theft or fraudulent use of the credit card. Stopping payment for another reason or as a pretext for withdrawal constitutes credit card fraud.

DEMYSOS makes available to its Customers a secure method of payment by credit card.

DEMYSOS ensures that the collection, registration and use of data comply with the legal and regulatory provisions relating to the protection of personal data (cf. *infra* art.13). These data are only used to finalize the Customer's Travel Contract (payment, possible refund, fees) and are encrypted by the secure DEMYSOS server.

The Customer hereby agrees that his bank details can be used by DEMYSOS to proceed to the payment of all the Services ordered.

Payments are made according to the following schedule:

For a booking more than 30 days prior to departure:

- 30% down payment of the amount at the time of Booking
- The balance no later than 30 days prior to the date of departure; no reminder will be made by DEMYSOS
- Handling fees: €0 / person

For bookings less than 30 days prior to departure:

- Payment of the full price at the time of Booking (checks are not accepted)
- Handling fees: €0 / person

For all bookings made less than ten (10) days prior to departure, extra non-refundable booking fees of €50 per person are applied.

In the event of non-compliance with the payment schedule, DEMYSOS will note the cancellation of the reservation by the Customer, with application of the cancellation schedule in article 7 of these General Conditions of Sale.

5. ADMINISTRATIVE AND HEALTH INFORMATION

DEMYSOS informs its Customers who are French, European or nationals of a State of the European Economic Area that they must make their own arrangements regarding the police and health regulations applicable during the trip.

Other nationals must approach their consular authority under their sole responsibility.

In order to complete their Tourist Package, Customers must ensure that the required administrative and health documents are compliant with the information provided by DEMYSOS. NB: our Customers who are not French nationals must inquire about the validity of their identity papers and / or passport with their consulate or embassy prior to departure.

The Customer cannot hold DEMYSOS responsible for the consequences of the Customer's failure to observe the police, customs or health regulations of the destination before or during his journey.

Obtaining visas is not included in the Services.

As a precautionary measure, DEMYSOS informs the Customer of the health and safety conditions of the place of destination.

DEMYSOS also urges the Customer to duly note the recommendations and sanitary measures to prevent the health and safety risks of the destination made available on the website of the Ministry of Health: www.sante.gouv.fr or that of the World Health Organization WHO (<http://www.who.int/fr/>) to complete its information.

DEMYSOS draws the Client's attention to the fact that this information may change anytime up to the date of departure. DEMYSOS recommends that this information be consulted regularly.

6. BENEFITS

6.1. ACCOMMODATION

The type of accommodation and places of accommodation are indicated in the Description of the Services.

DEMYSOS makes every effort to inform the Customer specifically about the characteristics of the accommodation. The appraisals posted by DEMYSOS on the Description come in particular from its knowledge of the establishments and the assessments sent to it by its Customers.

In the Description of Services, the number of stars awarded to the hotel corresponds to a classification established according to French standards.

Single rooms are limited and may be subject to a surcharge. Double rooms include either two beds or a double bed. Triple and quadruple rooms are often double rooms with extra beds that can reduce space and comfort.

Prices are calculated according to the number of nights. The first and last day are devoted to transportation.

In case of force majeure or security concerns caused by a third party, DEMYSOS or its supplier may be forced to change the place of accommodation and / or services mentioned; if this measure constitutes a modification of an essential element of the trip, it will be communicated in advance to the Customer, and DEMYSOS will offer a service in the same category as the one initially reserved.

6.2. SUBSCRIBED ACTIVITIES

The direction of the circuits can be modified, but all visits and planned stages will be observed.

The Client is informed that strikes and demonstrations in the places visited may lead to changes in or cancellations of visits or excursions. DEMYSOS cannot be held responsible for this.

Some proposed activities may present risks, especially for children, and the Customer will be held responsible for ensuring his liability insurance and protecting himself with specific insurance (medical and repatriation); moreover, he shall monitor the activities of his children.

Some activities listed in the Description may be deleted by the local DEMYSOS provider. DEMYSOS's responsibility cannot be engaged if these activities are cancelled in case of force majeure, are due to an unpredictable and insurmountable act by a third party foreign to the service or due to an act of the Customer.

6.3.MINORS

For babies, DEMYSOS urges parents to make all arrangements for specific equipment needed for their child, including accommodation and adapted food.

When minors, unaccompanied by a parent or other authorized person, travel on the basis of a package travel contract that includes accommodation, DEMYSOS will provide the Customer with information making it possible to establish direct contact with the minor or person responsible for the minor at the minor's place of residence.

6.4.PHOTOS AND ILLUSTRATIONS

In order to provide an overview of the services offered, DEMYSOS strives to illustrate them with proposed photos or illustrations. However, DEMYSOS specifies that the photos and illustrations appearing in the Description of the Services on the Site are merely illustrative. They engage DEMYSOS only to the extent that they indicate the category or degree of comfort and luxury of these services.

7. MODIFICATION AND CANCELLATION CONDITIONS

7.1.MODIFICATION OR CANCELLATION OF SERVICES BY THE CUSTOMER PRIOR TO DEPARTURE NOT RESULTING IN TOTAL CANCELLATION OF THE TRIP

Any request to change the name of the participants due to a spelling error or form of address by the Customer will result in the payment of fees charged by providers of DEMYSOS.

Before departure, the Customer may modify or cancel certain Services included in the Contract if and only if these requests do not upset the essential elements of the Contract.

The Services contained in the Travel Agreement may not be modified, without fees, less than 45 days prior to the date of departure.

- a. Thereafter, a fee for changes will be charged subject to the following conditions:
 - o More than 30 days prior to departure: €25 per person
 - o Between 30 and 31 days prior to departure: €50 per person
 - o Between 20 and 8 days prior to departure: €80 per person
 - o 8 days prior to departure: €100

- b. The following requests for written amendments are considered as cancellations of the Travel Contract, since they concern essential elements of the Travel Contract and therefore fall under Article 7.2 hereof:
 - o Change of departure city
 - o Change of destination
 - o Change of accommodation
 - o Change of dates of departure and arrival of the trip
 - o Cancellation of services

- c. DEMYSOS draws the Customer's attention to the fact that the cancellation fees for certain services indicated in the Description will come to 100% of the price of the initial service cancelled.

7.2. CANCELLATION OF THE TRIP

7.2.1. CANCELLATION BY THE CUSTOMER PRIOR TO DEPARTURE

7.2.1.1. No right of withdrawal

In accordance with the provisions of Article L221-28 12° of the Consumer Code, this Contract is not subject to the right of withdrawal.

7.2.1.2. Cancellation fees

The Customer may terminate the Agreement at any time before the start of the trip subject to payment of the cancellation fees set out below and subject to specific charges mentioned in the Tour Package Description.

Any request for cancellation must be sent to DEMYSOS in writing by registered letter with acknowledgment of receipt at the following address: 31 rue Georges Thoretton 92230 GENNEVILLIERS. The date of the postmark will be the date set to determine the cancellation fee.

Cancellation fees of the Tourist Package by the Customer amount to:

- More than 60 days prior to departure: 12% of the Tourist Package price per person excluding insurance (with a minimum deduction of € 200 per person)
- From 59 to 31 days prior to departure: 20% of the Tourist Package price per person excluding insurance (with a minimum deduction of €300 per person)
- From 30 to 21 days prior to departure: 40% of the Tourist Package price per person excluding insurance
- From 20 to 15 days prior to departure: 60% of the Tourist Package price per person excluding insurance
- From 17 to 8 days prior to departure: 75% of the Tourist Package price per person excluding insurance
- 7 days prior departure: 100% of the Tourist Package price per person excluding insurance

In case of cancellation of his trip by the Customer, insurance, fees and visas are never refundable. DEMYSOS informs the Customer of the existence of specific insurance contracts covering the consequences of the cancellation (see art. 8 *supra*).

In case of cancellation of a postponed trip or substitution of a trip (mentioned in the Description), the cancellation fee is 100% of the price of the stay excluding insurance.

For stays identified as "SPECIAL OPERATIONS", any request for cancellation by the Customer, regardless of the date on which it occurs, will be billed up to 100% of the price of the trip excluding insurance.

For the exceptional destinations indicated as such in the Description, the cancellation fee is 100% of the Firm Booking.

In the event of cancellation by only some of the participants registered on the Travel Contract, the fees will be applied as follows:

- For services common to all participants, a 100% billing will be applied to the Customer(s) cancelling their stay according to their share, regardless of the date of cancellation.
- For the particular case of services not shared with the other Customers registered on the Travel Contract, the cancellation costs corresponding to the standard schedule provided for in article 7.1 hereof will be applied on the price of the services not consumed of the stay on the date of registration of the cancellation.

The Customer has the right to terminate the Agreement prior to the commencement of the Tour Package without paying a cancellation fee if exceptional and unavoidable circumstances occurring at or near the destination have a significant impact on the performance of the Tour Package or on passenger transportation to the destination. In this case, the Customer is entitled to a full refund of the payments made under the terms of the Tourist Package but not to additional compensation.

Any unused service or any trip interrupted, abbreviated by the Customer does not give right to any refund.

If optional insurance is taken out by the Customer, covering in particular interruption of the Tourist Package, the latter must comply with the terms of cancellation contained in the general and special conditions of the insurance policy.

7.2.2. TRIP CANCELLATION BY DEMYSOS

In accordance with the provisions of the Tourism Code, DEMYSOS may terminate the Travel Contract and fully refund the Customer for payments made for the Tourist Package without additional compensation if:

- The number of people registered for the Package is less than the minimum number indicated in the Contract. DEMYSOS informs the Customer in any case:
 - at least twenty (20) days prior to the departure date if the duration of the trip exceeds six (6) days;
 - at least seven (7) days prior to the departure date if the duration of the trip is two (2) to six (6) days;
 - at least forty-eight (48) hours prior to the departure date if the duration of the trip is maximum 2 days.
- DEMYSOS is prevented from performing the Contract due to exceptional and unavoidable circumstances. DEMYSOS will notify the Client of cancellation of the Contract as soon as possible before the start of the journey or stay. DEMYSOS reserves the right to propose to the Customer a substitute stay.

7.3. MODIFICATION OF SERVICES BY DEMYSOS

DEMYSOS reserves the right to unilaterally modify the clauses of the Contract before the beginning of the stay, other than the Price, if the modification is minor. DEMYSOS will inform the Customer as soon as possible on a durable medium.

In the event of an external event weighing on DEMYSOS prior to departure and making it impossible for the latter to comply with one of the essential elements of the contract, DEMYSOS will notify the Customer and propose to him either to accept a change of services or to terminate the Contract without charge.

If, after departure, an essential element of the Contract cannot be performed within the meaning of article L.211-16 -V and -VI of the Tourism Code, and except in exceptional and unavoidable circumstances, DEMYSOS will propose, at its expense or with refund of the difference in price in case of lesser services, replacement services, or it shall organize the early return of the Customer.

8. INSURANCE

Taking an insurance covering the risks specific to travel such as in particular: cancellation, diseases, accidents, natural disasters or repatriation for health reasons is highly recommended to the Customer by DEMYSOS.

9. RESPONSIBILITY

DEMYSOS is responsible for trouble-free performance of the services provided for in the Contract in accordance with Article L. 211-16 of the Tourism Code.

DEMYSOS is required to provide assistance to the traveller in difficulty in accordance with Article L. 211-17-1 of the above-mentioned Code.

In the event of Non-compliance established by the Customer at the time of a Service included in the Contract, it is pointed out that the Customer is required to inform DEMYSOS thereof as soon as possible.

Failure to report non-compliance on the spot may affect the amount of any damages or price reduction due if reporting without delay could have avoided or reduced the Customer's loss.

In case of application of its full responsibility for its service providers within the meaning of the aforementioned article, the limits of compensation provided for in Article L. 211-17 IV of the Tourism Code will apply; failing this, and save for bodily injury, intentional or negligent damage, any damages shall be limited to three (3) times the amount of the trip or stay.

The Customer is informed that DEMYSOS's responsibility cannot in any case be engaged in case of non-performance or poor performance of all or part of the services provided for in the Contract, which would be:

- attributable to the Customer;
- attributable to the unpredictability and inevitability of an event attributable to a third party not involved in the provision of the Services;
- due to exceptional and unavoidable circumstances.

DEMYSOS declines any responsibility and cannot replace the Customer financially in the following cases:

- Loss of any identity document;
- Costs generated for the loss of tickets by the Customer (ticket reissue fees and penalties);
- Debt contracted by the Customer from a third party;

- Any incident occurring at the time of services purchased outside the Contract from an outside service provider or resulting from a personal initiative by the Customer;
- Support and organization of return in a case of force majeure occurring during the trip.

In case of a no-show by the Customer on the first day of the stay, DEMYSOS will be able to maintain the other services only if the Customer expressly requests it in writing within 24 hours of the departure initially planned. The Customer cannot claim any refund and / or compensation for Services not consumed because of a no-show at the departure originally planned.

In case of additional costs for DEMYSOS due to late arrival by the Customer, these costs will be borne by the Customer. If cancellation of the journey of one of the persons listed on the Travel Contract results in the booking of a single room instead of a double room, the supplement must be paid prior to departure by the Customer remaining registered.

10. FORCE MAJEURE

Force majeure is defined by the legal provisions and case law as any event external to the parties that is both unpredictable and irresistible and which prevents the Parties from carrying out all or part of the obligations provided for in the Contract (*riots, wars, political troubles, health situation, pollution, natural and / or climatic events*).

Prior to departure, Customers will not be entitled to claim any additional compensation in the event of cancellation imposed because of the circumstances of force majeure and / or motivated by protection of the security of the Customers and / or on the order of an administrative authority.

In compliance with the provisions laid down in the Tourism Code, DEMYSOS may in particular be brought to propose to its Customers a change of dates, schedules and planned itineraries. Accepted changes are the responsibility of the Customer.

In case of force majeure after departure, the obligations of the parties are suspended. No compensation for any reason whatsoever will be due because of the change or changes of itinerary that may result therefrom, including a change in the duration of the program originally planned or delay caused by change of planes or trains. Any additional costs related to a disruption (tax, hotel, change of means of transport, parking, etc.) will remain the responsibility of the Customer.

11. ASSIGNMENT OF THE CONTRACT BY THE CUSTOMER

In accordance with Article L. 211-11 of the Tourism Code, when the Contract relates to a stay or a circuit, the Customer can assign it to a third party. The Customer must imperatively inform DEMYSOS of the assignment of the Contract on a durable medium no less than seven (7) days prior to the beginning date of the trip, clearly indicating the name and address of the assignee and the participant in the trip, and by providing proof that he meets the same conditions as him to carry out the stay or the journey.

The assignor and the assignee of the Contract are jointly and severally liable for the payment of the balance of the price and the costs, fees or other additional costs occasioned by such assignment.

In the event of an additional cost for DEMYSOS as a result of the assignment of the Contract, DEMYSOS will inform the assigner of the amount of these actual costs of the assignment.

On the other hand, the Customer cannot transfer his insurance contract or contracts.

12. CONTACT DETAILS OF THE LOCAL REPRESENTATIVE

DEMYSOS shall provide the Customer with the name, address, telephone number, email address and, if applicable, fax number of the local DEMYSOS representative, of a contact point or of another service through which the Customer can quickly contact DEMYSOS and communicate with it efficiently, ask for help if the traveller is in difficulty or complain about any non-compliance found during the trip or stay.

13. PROTECTION OF PERSONAL DATA

DEMYSOS is very sensitive to the protection of your personal data. Your data is processed and managed in the context of the privacy policy which is an integral part of the Terms and Conditions of Sale. You can access it at this address: XXX

14. CLAIMS AND MEDIATION

DEMYSOS recommends, for any problem related to non-performance or poor performance of the services on site during the stay to report it as soon as possible to DEMYSOS.

Any complaint must be sent to DEMYSOS by registered letter within thirty (30) days after returning from the trip to the following address: 31 rue Georges Thoretton 92230 GENNEVILLIERS.

In the absence of a satisfactory answer within a period of sixty (60) days, then in accordance with the provisions of the Consumer Code, the Customer may apply free of charge to the Mediator of Tourism and Travel whose contact details and referral methods are available on the site: www.mtv.travel in view of amicable settlement of the dispute with DEMYSOS.

If the trip is sold online, the Customer may use the platform available at <https://webgate.ec.europa.eu/odr> to settle his dispute.

15. GOVERNING LAW AND COMPETENT JURISDICTION

These General Conditions are governed by French law.

The parties shall seek to resolve their differences amicably prior to referring the matter to the Courts.

Failing amicable settlement reached in accordance with Article 14, any dispute that may arise from the conclusion, interpretation, performance and / or termination of the Contract shall be referred to the competent courts to hear the dispute.