

Terms and Conditions of Sale and Use of the Site

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Publisher and hosting

DIGITRIPS HOLIDAYS is a limited liability company whose registered office is located at 2871 Avenue de l'Europe, 69140 Rillieux-la-Pape, France. It is registered with the Lyon Trade and Companies Register under number 792 780 314 and listed in the register of travel and holiday operators (Atout France) under number IM069130011 (hereinafter referred to as "DIGITRIPS PRO"). Its financial guarantee is provided by GROUPAMA, 132 Rue des Trois Fontanot, 92000 Nanterre, France. DIGITRIPS PRO has taken out insurance to cover the consequences of its professional civil liability with MMA IARD SA, 14 Boulevard Marie et Alexandre Oyon, 72030 Le Mans, Cedex 9, France, for a total coverage amount of €5,000,000 per claim and per year, all damages combined.

As a software provider, DIGITRIPS PRO develops, operates, and markets a booking platform accessible via a login and password, exclusively dedicated to tourism professionals (hereinafter referred to as the "Professional"). The DIGITRIPS PRO booking platform is designed to enable the search, comparison, and booking of travel services offered on the Site.

1. Purpose and scope of the terms and conditions of sale

These terms and conditions of sale apply to the travel services marketed by DIGITRIPS PRO on the website www.digitripspro.com (hereinafter referred to as the "Site"). These terms and conditions govern the sale of stays. When opening an agency account and upon each booking, the Professional acknowledges having read and accepted these terms and conditions. It is imperative that the Professional informs its own clients of the DIGITRIPS PRO terms and conditions of sale.

2. Use of the Site

The Site offers a booking platform for travel services (hotel nights, car rentals, and transfers), hereinafter referred to as the "Products." The Site provides real-time descriptions and availability of the Products. It serves as a technical interface enabling the Professional to create, organize, and book stays for its own clients. The Site is intended for travel agencies and tour operators (hereinafter referred to as the "Professional") and is subject to these terms and conditions of sale.

The Professional represents and warrants that (i) it is a travel agency duly registered with Atout France, (ii) it has the legal capacity to enter into this agreement, and (iii) it holds professional liability insurance and a financial guarantee covering insolvency (where the Professional acts as an organizer). The Professional agrees to assume full financial responsibility for any use of the Site. Furthermore, the Professional declares that all information provided when opening the account is true, complete, and accurate, and undertakes to keep it up to date.

The Site is accessible by means of a login and password generated by DIGITRIPS PRO. The Professional must keep these credentials confidential. It is the Professional's responsibility to ensure that no unauthorized person gains access to this information, and the Professional shall be solely liable for any consequences arising from the disclosure, theft, or loss of the access codes. The Professional and DIGITRIPS PRO mutually authorize each other to reference their respective trademarks for commercial reference purposes, in accordance with standard industry practice.

The Professional expressly acknowledges and accepts that the Site is intended exclusively for professional usage. It agrees that it is making reasonable and normal use of it, which is not likely to cause any damage to DIGITRIPS PRO. It undertakes not to hinder or harm the operation of the Site. The Professional undertakes not to use the Site for illegal or prohibited purposes. The Professional is warned that it is impossible to guarantee a continuous service. Modifying, reproducing, duplicating, copying, selling, reselling the Site or exploiting it for commercial or non-commercial purposes, outside the limits established in these terms, is forbidden.

The Professional undertakes to inform DIGITRIPS PRO immediately (i) of any infringement of the Site or anything which could be described as such caused by third parties of which it has knowledge and (ii) of all loss or destruction of data as well as any malfunctions of the Site, even if it is not a blocking malfunction. DIGITRIPS PRO is subject to an obligation of means and shall not be liable for any malfunction of the Site.

DIGITRIPS PRO grants a right to use the Site, which is non-exclusive and non-transferable. The granting of the right of use does not entail any transfer of ownership. The right of use is only granted to the Professional from the opening of the account. DIGITRIPS PRO does not guarantee that the Site will be free of error and all malfunctions. Under reservation of the mandatory legal provisions to the contrary, DIGITRIPS PRO shall not, in any case and circumstance, be responsible for any indirect damage resulting from the use or an inability to use the Site. The Professional shall bear the sole risk associated with the use of the Site. In no case shall DIGITRIPS PRO be held responsible for the possible loss of turnover, of profits or consequential costs indirectly suffered by the Professional as a result of the use of the Site or any malfunctions that may occur. As a result, the Professional is solely responsible for the operations it carries out while using the Site.

DIGITRIPS PRO reserves the right, at any time and without prior notice, to refuse or suspend access to the Site on legitimate grounds, in particular in the event of non-payment of bookings. DIGITRIPS PRO may suspend access to the Site, without prior notice, without any claim for compensation, in the event of non-payment, cessation of payment, legal recovery or serious breach of contract.

3. Booking & Definitions

3.1 Definitions

Final Client refers to the client of the Professional.

Order refers to a request by which the Professional books travel services offered on the Site from DIGITRIPS PRO. Travel Supplier refers to all service providers delivering the travel service, such as hoteliers, car rental companies, transfer operators, etc.

Product refers to the travel services offered on the Site. These services include, without limitation, accommodation, car rental, and transfer services.

Professional refers to the travel agency or tour operator duly registered and holding an agency account with DIGITRIPS PRO.

Booking refers to any Order placed by the Professional on the Site on behalf of and for the account of a Final Client, which is assigned a booking number.

Stay refers to an accommodation service without transportation, offered on the Site and selected by the Professional on behalf of a Final Client.

3.2 Roles of DIGITRIPS PRO

With regard to the availability of the Site, DIGITRIPS PRO is an IT provider and is subject to an obligation of means.

In terms of the sale of Stays sold without transport, the Professional and DIGITRIPS PRO are responsible for the proper performance of the travel services planned in the contract in conformity with the provisions of the French Tourism Code (code de tourisme). In no case may DIGITRIPS PRO be held liable for circumstances of force majeure, for the actions of third parties not involved in the provision of the planned services or for poor execution due to circumstances attributable to the Professional and/or the End Client.

3.3 Role of the Professional and the End Client

The Professional makes a booking on behalf of the End Client from the Site. It remains solely liable to the End Client. In addition, it is the Professional's duty of information and advice to ensure the correct selection of departure dates, the Product and the correct provision and spelling of the personal information relating to the End Client. DIGITRIPS PRO shall not be held liable if the Professional has provided incorrect contact details or information at the time of booking. Any negligence on the part of the Professional shall not be attributable to DIGITRIPS PRO.

DIGITRIPS PRO shall not be liable for booking errors attributable to the Professional or caused by exceptional and unavoidable circumstances. Furthermore, the Professional must inform DIGITRIPS PRO of any particular circumstances concerning the End Client that may affect the progress of the trip (persons with reduced mobility with or without a wheelchair, presence of an animal, etc.) in accordance with the terms and conditions of sale, in writing and prior to making any booking. When a stay is purchased from DIGITRIPS PRO, the Professional must inform the End Client of his/her obligation to report any non-conformity immediately and not upon return. It is the responsibility of the Professional making the booking in the name and on behalf of the End Client to provide full and clear information on the specific border crossing formalities that the End Client must comply with in the destination country.

In the context of booking a hotel stay, the Professional and H-Résa take joint and several responsibility. The Professional has a responsibility i) in the choice of the services included in the Basket and ii) in the information provided to the End Client. DIGITRIPS PRO has a responsibility as an organiser within the meaning of the French Tourism Code. DIGITRIPS PRO provides the details on the Site as pre-contractual information. However, the obligation to provide pre-contractual information to the End Client lies with the Professional, particularly with regard to border crossing procedures. Because of its direct relationship and proximity to the End Client, the Professional is the privileged actor in the contractual relationship. This joint and several liability also implies that the Professional has sold the End Client the Stay without any additional services. If the Professional adds an additional service (not sold by DIGITRIPS PRO) to the Stay sold by DIGITRIPS PRO, the Professional will remain solely responsible to the End Client. If the Professional cancels any of the services included in the Basket, DIGITRIPS PRO's liability will correspond to the non-cancelled travel service and DIGITRIPS PRO will no longer be liable as a tour organiser, in accordance with the applicable regulations.

4. Prior information

In accordance with the French Tourism Code, the information displayed on the Site and the terms and conditions of sale are intended to inform Final Clients prior to any booking. These documents are designed to provide Final Clients with all necessary information before the conclusion of the travel contract between the Professional and the Final Client. The Professional is required to provide these elements to the Final Client. In accordance with Article L.211-9 of the French Tourism Code, the parties expressly agree that H-Résa may modify the information displayed on the Site, including, in particular, prices, the content of transport services, and the identity of the air carrier. The Site is updated several times a day, and the displayed prices may change based on these updates. The applicable price is the one in effect prior to final acceptance. The Professional must ensure that the pre-contractual information is duly communicated to the Final Client.

5. Booking

5.1 Booking process

After placing an Order, H-Résa will send the Professional a confirmation email. This confirmation email will summarize the essential elements relating to the Order placed by the Professional (the service booked, the price, the quantity, the travel date, the name of the service beneficiary, etc.). In the absence of such a document, the Order shall not be deemed to have been processed.

The Professional must ensure proper receipt of the confirmation email and regularly check their email inbox, including the "Spam" or "Junk Mail" folders. If the Professional selects Products in error or provides incorrect information when submitting a booking request, DIGITRIPS PRO shall not be held liable. All email addresses must be valid at the time of booking. Any carelessness or negligence on the part of the Professional cannot be attributed to DIGITRIPS PRO.

5.2 How to make a booking

The Professional acts in the name and on behalf of the Final Client. The booking process on the Site is as follows:

- The Professional selects the travel service(s) of their choice, in accordance with the wishes of the Final Client;
- They fill in the required information necessary for the booking;
- They access the payment method available to them pursuant to the commercial agreements concluded between the Professional and H-Résa;
- They review the content of their Order and may apply their own margin. This option is the sole responsibility of the Professional;
- By clicking the button to confirm and pay, the Professional fully and unreservedly accepts these terms and conditions of sale;
- The booking is definitively confirmed upon payment or upon selecting an option (if such an option is available). From this stage onward, the Professional is bound to DIGITRIPS PRO;
- The booking is recorded once DIGITRIPS PRO has generated a booking reference number;
- If the booked travel service is available, DIGITRIPS PRO sends a confirmation email, which constitutes the contract entered into with the Professional. In the absence of such a document, the Order shall not be deemed accepted;
- If the booked travel service is unavailable, DIGITRIPS PRO will send the Professional an email informing them that the Order is being processed or validated. This informational email does not constitute a contract. In the event of unavailability, DIGITRIPS PRO will refund the corresponding amount, where applicable;
- Once the booking is confirmed, DIGITRIPS PRO sends the Professional the travel documents relating to the Product;
- All travel documents for Products sold on the Site are issued electronically and are also available in the "Manage my bookings" section. The Professional must ensure proper receipt of the confirmation email and, to that end, regularly check their inbox, including "Spam" or "Junk Mail" folders. The Professional must forward the booking information to the Final Client. Otherwise, DIGITRIPS PRO shall not be held liable;
- If the Professional selects Products in error or provides incorrect contact details during the booking process, DIGITRIPS PRO shall not be held liable. Any carelessness or negligence on the part of the Professional cannot be attributed to DIGITRIPS PRO.

5.3 Special requests

The Professional may submit to DIGITRIPS PRO a specific request relating to a particular Product (for example: special meals, equipment for persons with disabilities, child seats, etc.). In order to best meet the need, the Professional must inform DIGITRIPS PRO by email of any traveler's need for assistance (physical or mental disability, age, illness, large build, etc.). Special requests are subject to the discretion and acceptance of the Travel Supplier. Any costs related to special requests are assessed on a case-by-case basis, depending in particular on the Travel Supplier. Accordingly, depending on the request, DIGITRIPS PRO may issue a quotation requiring the Professional's written approval. DIGITRIPS PRO undertakes to forward the request to the Travel Supplier but cannot guarantee its acceptance.

5.4 Travel documents

For all confirmed bookings, DIGITRIPS PRO will send the Professional an electronic voucher (e-voucher) reminding it of the essential details of the booking. Only the services mentioned exclusively on the e-voucher are included in the price of the service. The Professional must inform the End Client that this voucher must be presented to the hotel reception on the day of arrival.

6. Terms of purchase

6.1 Prices and payment

6.1.1 Price – The prices displayed on the Site are net rates, to which the Professional may add their own margin. Travel Suppliers are queried in real time. When the offer is refreshed with the Travel Supplier, price variations—either upward or downward—may occur between the price displayed during the search and the price at the time

of final booking. DIGITRIPS PRO shall not be held liable for such price discrepancies, which shall be borne by the Final Client.

For bookings involving accommodation, car rental, and/or transfers, the base price does not include service fees (if applicable), tourist taxes, optional supplements (e.g., room category upgrades, meal plan modifications, etc.), beverages, expenses to be paid on site, shows, excursions, vaccination fees, visas, possible tourist cards or deposits, insurance, or any service or benefit not expressly mentioned in the offer description. Certain taxes or additional fees may be imposed by local authorities. In such cases, these charges remain payable by the Final Client and must be settled on site.

For accommodation bookings, the prices published on the DIGITRIPS PRO website are calculated based on the number of nights. These prices are valid only for bookings including a maximum of four rooms. The prices published on the Site do not apply to group bookings (a group being defined as a booking of five rooms or more). Travel Suppliers reserve the right to cancel any bookings identified as group reservations or to adjust the applicable rates and cancellation policies accordingly. This rule also applies where the client divides a group into several separate bookings.

6.1.2 Payment – The booking becomes effective once DIGITRIPS PRO has generated a booking reference number. However, the booking becomes final only upon full payment by the Professional. Payment constitutes an essential condition of the contract, and the Order will be cancelled in the event of non-payment. The same applies to any payment rejection, regardless of the reason. Until receipt and clearance of full payment, DIGITRIPS PRO is under no obligation to process the booking with the Travel Supplier and reserves the right to cancel any file deemed unpaid. In all cases, the Professional remains responsible for the payment of all amounts agreed upon for the Products or services ordered. The following shall not be considered as discharge of the debt: the mere provision of a credit card number, unless authorization has been obtained from the payment center, or a bank transfer pending confirmation from the Professional's bank. If payment by the Professional is not made within the prescribed time limits, DIGITRIPS PRO is entitled to cancel the booking made by the Professional on behalf of the Final Client. In cases where the payment proves to be irregular, incomplete, or non-existent, for any reason whatsoever, the booking will be cancelled, and all related costs shall be borne by the Professional and/or the Final Client. DIGITRIPS PRO shall not be held liable for any price increase resulting from a payment default. Such increase must be paid in order to finalize the Order (including the issuance of travel documents). These rules apply to all Professionals making cash payments; specific exceptions may apply to Professionals with an account arrangement.

6.1.3 Means of Payment – DIGITRIPS PRO offers several payment methods depending on the Professional's file and/or the product concerned:

- Professional's bank cards only. It is strictly prohibited to use the End Customer's bank card to pay for the booking. If the Professional breaches this rule and proceeds with payment using the End Customer's card, the Professional assumes full responsibility for any resulting non-payment or fraud linked to this payment method. DIGITRIPS PRO shall bear no liability whatsoever in the event of non-payment or fraud arising from such use.
- Bank transfer: DIGITRIPS PRO accepts payments by bank transfer in euros only. The transfer must be duly confirmed by the issuing bank. This transfer confirmation must be sent by email to the accounting department, whose contact details will be provided upon order confirmation. The transfer confirmation must include the name, surname, and order number. It must be submitted before the option expiry date, the "option" being defined as the deadline by which the reservation file is closed. All transfer-related fees remain payable by the client.
- SEPA Business-to-Business Direct Debit (subject to the prior opening of an account with DIGITRIPS PRO's accounting department and governed by a framework agreement): this direct debit follows a specific procedure. For any further information, the Professional must contact DIGITRIPS PRO's sales department.

6.1.4 Security in credit card payment operations - The Professional must enter all the information that appears on the payment card for each purchase made from the Site. This information is only kept in DIGITRIPS PRO's files for the time necessary to finalise the contract (from payment to possible tax refunds). All information is encrypted on DIGITRIPS PRO's secure server. The Professional authorises DIGITRIPS PRO to use the payment card information to (i) purchase the requested services and process the related charges, (ii) forward to the Travel Provider in order to complete the booking, (iii) pay for insurance and tourist assistance, if applicable, (iv) process authorised refunds and (v) charge fees relating to (a) the modification of the booking or (b) the refund of taxes.

6.1.5 Rejected payments - DIGITRIPS PRO reserves the right to pass on charges for rejected payments.

6.1.6 Recovery - In case of late payment, compensation calculated on the basis of three times the legal interest rate in force as well as fixed compensation for recovery costs of 40 euros shall be payable in accordance with Article L 441-6 of the French Commercial Code (code de commerce). This fee will be in addition to a late payment penalty.

6.1.7 Derisory price - Pursuant to Article 1169 of the French Civil Code, if the price displayed on the website is "derisory", DIGITRIPS PRO may cancel the file, based on the principle that the Professional or the End Client cannot expect to benefit from this price, which is the result of a display error, and which is unreasonably low in relation to the real value of the goods.

6.1.8 Fraud and non-payment by the End Client - The Professional shall bear all the consequences of fraudulent and non-paying transactions. It undertakes to honour all fraudulent and unpaid transactions made from the Site.

6.2 Refunds

Refunds will be made to the payment method used at the time of purchase.

7. Modification and Cancellation at the Initiative of the Professional and/or the End Customer

7.1 Procedure Relating to Modification at the Initiative of the Professional and/or the End Customer

The Professional shall inform DIGITRIPS PRO of any request for modification or cancellation. All requests for modifications or cancellation can be made by email. Modification of the stay implies a cancellation of the initial booking in favour of a new booking. The cancellation costs and the difference in price of the new booking are to be borne by the Professional. DIGITRIPS PRO will confirm the modification and/or cancellation by email. If no such document is provided, the Professional's request will not have been taken into account and the DIGITRIPS PRO customer service department must be contacted.

Any modification on site (extension of the stay, delayed or early return, change of hotel, etc.) at the request of the Professional and/or the End Client will be subject to the prior agreement of DIGITRIPS PRO. Any modification will be subject to the availability of the Travel Provider and the payment by the Professional and/or the End Client of the price difference. :

If the modification concerns accommodation or car rental and the booked product is refundable up to the day before departure, the Professional may independently modify their booking using the DIGITRIPS PRO live chat. Once the Professional validates the modification via this chat, they will receive a modification confirmation email. The modification process remains unchanged, namely: (i) cancellation of the initial file and (ii) creation of a new file, as previously described. This autonomy is allowed for one modification only. For any subsequent modification or any specific modification request, the client may still contact DIGITRIPS PRO by email.

In the event of a modification by the Professional, and after deduction of the amounts due to DIGITRIPS PRO (taxes, cancellation/modification fees, insurance) and to the travel supplier, DIGITRIPS PRO shall reimburse the Professional, within a reasonable timeframe, all amounts previously paid, in accordance with the applicable terms of sale, except where specific contractual commitments apply (e.g., payment on statement). The modification of a booking, for whatever reason, does not release the Professional from payment of the amounts owed to DIGITRIPS PRO. In the event of a modification, DIGITRIPS PRO fees, travel supplier fees, insurance, and guarantees sold are never refundable.

If the Professional contacts the travel supplier directly to modify the booking, DIGITRIPS PRO shall not be held liable for any consequences resulting from such direct requests made to the supplier.

7.2 Procedure Relating to Cancellation at the Initiative of the Professional and/or the End Customer

The Professional shall inform DIGITRIPS PRO of any cancellation request by email. DIGITRIPS PRO will confirm the cancellation by return email. In the absence of such written confirmation, the Professional's request will not be processed, and the Professional must contact DIGITRIPS PRO's customer service department.

The Professional may also cancel the booking up to the day before departure by notifying DIGITRIPS PRO. Failing this, the booking shall be deemed maintained. The booking will then be payable in full and, as of the arrival date, will be non-refundable, non-cancellable, and non-modifiable, unless otherwise stated in the travel documents. In the event of a no-show on the date indicated on the voucher and in the absence of a cancellation request, the booking remains fully due. A no-show generally incurs charges equivalent to the total amount of the booking.

Cancellation gives rise to fees applied by the Travel Supplier. These fees are specified in the offer description. If the booked travel service is subject to cancellation fees, the Professional may either submit a cancellation request through the Website or send a cancellation request by email to DIGITRIPS PRO. DIGITRIPS PRO will communicate the applicable fees. The date on which DIGITRIPS PRO confirms receipt of the cancellation request shall be used to calculate the applicable cancellation fees.

The Professional may also cancel the travel service prior to the departure date without paying cancellation fees if exceptional and unavoidable circumstances occur at or near the destination that have a significant impact on the performance of the contract, it being understood that the assessment of such circumstances will be based on objective evidence.

If the cancellation request is submitted via the Website, a cancellation confirmation email will be automatically sent to the Professional. If cancellation via the Website is not possible, the Professional must send an email to DIGITRIPS PRO, which will confirm the cancellation and applicable fees by email. The cancellation shall only become effective once the corresponding fees have been paid.

In the event of cancellation by the Professional, and after deduction of the amounts owed to DIGITRIPS PRO (taxes, cancellation/modification fees, insurance) and to the Travel Supplier, DIGITRIPS PRO shall reimburse the Professional, within a reasonable timeframe, all amounts previously paid, in accordance with the cancellation conditions published on the Website. Cancellation of a booking, for any reason whatsoever, does not release the Professional from the obligation to pay the amounts owed to DIGITRIPS PRO. In the event of cancellation, DIGITRIPS PRO fees, Travel Supplier fees, insurance, and guarantees sold are never refundable.

If the Professional and/or the End Customer contacts the Travel Supplier directly to cancel the booking, DIGITRIPS PRO shall not be held liable for any consequences resulting from such direct requests made to the Travel Supplier.

7.3 Modification and cancellation fees

| Fees applicable to all products by file | |
|--|-------------|
| Actions | Fees |
| Modification/Hotel | Free |
| Cancellation/Refundable hotel | Free |
| Cancellation/ non-refundable hotel * | €15 |

Depending on the product sold, there may be exceptions to the modification and cancellation conditions defined above. DIGITRIPS PRO will advise of such circumstances on a case-by-case basis when processing the request for change or cancellation. The fees charged by DIGITRIPS PRO are in addition to the Travel Provider's fees. In case of cancellation or modification, insurance, booking and service fees (including modification and cancellation fees) are never refundable. For Hotel Products, only the Travel Provider's terms and conditions will apply. These are communicated at the time of booking.

* Contractually, the product sold is not refundable but following the intervention of DIGITRIPS PRO, the Professional will obtain a refund of the cancelled service. In this case, DIGITRIPS PRO will apply an administration fee for negotiating the cancellation with the Travel Provider.

8. Modification and cancellation of the contract by DIGITRIPS PRO before departure

8.1 Modifications made by DIGITRIPS PRO before departure

As a general rule, it is specified that DIGITRIPS PRO reserves the right to make changes to non-essential elements of the contract. In particular, it is noted that, in the case of a stay lasting more than two (2) nights, the departure and return times do not constitute an essential element of the contract, and DIGITRIPS PRO may modify them without the prior consent of the Professional. In the event of a modification concerning non-essential elements of the contract, DIGITRIPS PRO shall simply inform the Professional, who shall not be entitled to cancel free of charge. Any request from the Professional to cancel following a change to a non-essential element of the contract shall be treated as a cancellation request by the client and subject to the provisions of Article 9.2 hereof.

If, prior to departure, an external event compels DIGITRIPS PRO to modify an essential element of the contract concluded with the client, DIGITRIPS PRO shall inform the Professional as soon as possible by any means that allows for proof of receipt, and will offer either a modification of the trip or termination of the contract. The Professional must then inform the End Customer so that they may choose either to accept the proposed modification or to terminate the contract. The Professional must notify DIGITRIPS PRO in writing, and as soon as possible, of the End Customer's decision. A Professional who opts for termination may obtain a full refund of all sums paid. Unless otherwise specified, the Professional must communicate the End Customer's decision (acceptance of the modification or termination) within the shortest possible timeframe following receipt of the above-mentioned information. In cases of urgency (such as cancellations or changes on the day of departure, strikes, major disruptions, etc.), DIGITRIPS PRO may impose a response deadline. Failure to respond within this period shall be deemed acceptance, on behalf of the End Customer, of the proposed modification. External events shall include, without limitation, hotel closures or other changes imposed on DIGITRIPS PRO by travel suppliers.

In accordance with the applicable legal framework, if one of the travel services cannot be performed as initially booked, DIGITRIPS PRO shall, to the best of its ability, remedy the non-conformity, unless this is impossible or would entail disproportionate costs in light of the significance of the non-conformity and the value of the travel services concerned.

8.2 Cancellation by DIGITRIPS PRO before departure

DIGITRIPS PRO may cancel the contract before departure and, in the absence of an alternative solution at the applicable rate, refund all amounts paid without additional compensation, if DIGITRIPS PRO is prevented from performing the contract due to exceptional and unavoidable circumstances.

9. Assigning the contract

The End Customer may transfer their contract (excluding specific products) to a third party, provided that: i) the contract has not yet taken effect; ii) the transfer complies with the cancellation policies of the booked product and the conditions of the Travel Supplier; and iii) DIGITRIPS PRO is informed in writing no later than **7 days before the start of the stay**, specifying the full names and addresses of the transferee(s) and participant(s) in the trip, and providing evidence that they meet the same conditions required to undertake the trip (in particular, for children, belonging to the same age category).

A new contract will be issued in the name of the transferee. The transfer of the contract shall, in all cases, incur an **administrative transfer fee of €50 per person**, payable to DIGITRIPS PRO, as well as any additional costs incurred by DIGITRIPS PRO as a result of the transfer. This article does not apply to the **"transfer" product**.

10. Stay

10.1. Duration

For a Stay, the duration is calculated in nights (number of overnight stays) and does not include the time spent on transportation (including transfers) or the duration of the stay or tour at the destination, from the hotel check-in date to the end date of the stay. The duration of the hotel stay is that specified on the voucher. Stay prices are calculated based on a set number of nights. Consequently, it is possible that the first and/or last night, or the first and/or last day, may be entirely devoted to transportation. It is therefore strongly recommended that the End Customer not schedule any commitments on the day before departure or on the day after returning.

Check-in and check-out times shall follow international hotel industry standards, and no claim or refund request from the End Customer in this respect will be considered. The overnight stay corresponds to the period during which the rooms are made available, which varies depending on the hotel.

10.2. Room types

A “double” room is often composed of two twin beds and sometimes a double bed. A “single” room is generally a double room occupied by one person (hence the single-room supplement). It may be smaller and less conveniently located than a double room. A “triple” room is typically a double room with the addition of an extra or rollaway bed (of basic comfort). While this avoids paying the single-room supplement, it may involve drawbacks such as reduced space or the use of a folding bed. A “quadruple” room usually consists of a single room with a maximum capacity of four people (including extra, rollaway, or bunk beds). A “family” room consists of one or two rooms (depending on the establishment) and a shared bathroom or shower, with a maximum capacity generally of five people (including extra, rollaway, or bunk beds). “Connecting” rooms are available in certain establishments (sometimes with an additional charge) in limited numbers and are primarily allocated, upon request, to families with children.

Each hotel has rooms that are less favorably located yet sold at the same price as others. DIGITRIPS PRO cannot guarantee the room’s location. Depending on the hotel, the use of air conditioning in rooms may be limited to certain hours or periods (typically from June 1 to October 15). A hotel described as “seafront” does not necessarily mean that all rooms have a sea view.

Regarding “sea view” rooms, this does not always imply a room with a full, unobstructed view of the sea — the view may be lateral or partially obstructed.

Rooms labeled “Eco,” “Economic,” or “Basic” correspond to room categories offering a more attractive rate but with relatively lower comfort levels (e.g., location, limited natural light). The Professional must inform the End Customer of these characteristics so that they are aware of their choice, and the End Customer shall not claim compensation for reduced comfort if this information was known before the booking confirmation.

Please note that the mention “Shared Bed” in certain hotels means that the child (who may be an adult) shares the bed or beds with the two adults. Upon request and depending on the hotel’s availability, an extra bed may be provided on site (an additional charge may apply).

10.3. Classification of hotels

The level of comfort attributed to the hotels in the description corresponds to a classification established with reference to the local standards of the host country published by the local ministries of tourism, and which may therefore differ from French standards or those of the country of registration. Within the same category, the level of comfort can vary from one hotel to another.

10.4. Meals

Hotels offer different packages. The most usual are as follows:

| | |
|---|---|
| All Inclusive All-inclusive package | This package includes accommodation, breakfast, lunch, dinner, and standard beverages (mineral water, fruit juices, soft drinks, wine, and local spirits), generally available from 10:00 a.m. to 10:00 p.m. Certain alcoholic beverages may not be included in the package and may be subject to additional charges by the hotel. Please note that this package does not mean that everything is free of charge — only the official description applies. Any services (such as beverages, etc.) not expressly mentioned in the description are not included in the booked package. Furthermore, the beverages included in the package are local drinks only. |
| Full board | This package includes accommodation, breakfasts, lunches and dinners. It does not include drinks, unless otherwise indicated in the descriptions of the travel services. |
| Half board | This package generally includes accommodation, breakfast, and dinner, depending on the case, excluding beverages. |
| Breakfast | This package includes accommodation and breakfast, excluding beverages. |

In some countries, hotel operators do not provide drinking water and the purchase of a bottle of drinking water will be at the expense of the End Client. All additional drinks not included in the package are to be paid by the End Client to the hotel operator on site.

10.5. Activities

Although DIGITRIPS PRO endeavours to update the information contained in its descriptions of the free or paid activities offered on location, DIGITRIPS PRO cannot be held responsible in the event that the said activities are cancelled for weather reasons, in the event of force majeure, if the stay is outside the tourist season or if the number of participants required to carry out the activity is not met.

10.6. Hotel rules

By registering for a stay offered by DIGITRIPS PRO, travellers undertake to respect the rules of the hotels or establishments in which they are staying (in particular the rules and safety instructions) and to avoid behaving in an uncivilised manner.

10.7. Transfers

The type of transfer included in the price, where applicable, is specified in the product description. Various types of transfers exist (shared: serving several establishments; exclusive: serving only one establishment; private: linked to a single booking; public local shuttles). Drivers and/or transfer agents may not speak French, and transfers may take place without assistance. In the case of a package sold without transportation, or in the event of early, delayed, or additional arrival and/or return flights compared with the basic program, transfers and/or assistance (particularly between the hotel and the airport) will not be provided and shall therefore remain at the End Customer's expense.

10.8. Relocation and Modification of Hotels

The Travel Supplier or DIGITRIPS PRO may, for various legitimate reasons (force majeure, exceptional circumstances, actions by third parties, actions by the client, etc.), substitute the originally booked hotel with another hotel of the same category offering equivalent services. Whenever possible, the End Customer will be informed in advance.

10.9. Photos and illustrations

DIGITRIPS PRO endeavours to provide illustrative or descriptive photos of the services listed on the Site. The illustrative photos are only intended to illustrate the chosen destination and are only indicative. Descriptive photos are intended to give an overview of the category or standard of a service.

10.10. Extras

Payment for extras must be made on site at the hotel before departure. It is the sole responsibility of the End Client to check the correctness and accuracy of the invoicing of these extras and to settle any disputes on site. DIGITRIPS PRO shall not in any circumstances intervene, in any way whatsoever, in the consequences of a direct transaction (extras being by definition excluded from the services included in the price of the accommodation) between an End Client and a hotel operator, whether during or after the stay.

10.11. Thefts and Losses

It is strongly recommended not to carry valuables (such as jewelry, etc.) but only items necessary and appropriate for the purpose and specific conditions of the trip. DIGITRIPS PRO shall not be held liable for thefts committed in hotels. End Customers are advised to deposit valuables, identity documents, and travel tickets in the hotel safe. The End Customer is responsible for any forgotten or lost items, particularly during transportation or transfers.

10.12. Pre and post travel

DIGITRIPS PRO does not book any pre- or post-transportation on behalf of the End Customer. DIGITRIPS PRO therefore bears no liability in this respect. DIGITRIPS PRO advises the Professional (responsible for arranging pre- and/or post-transportation) to book flexible or refundable tickets in order to avoid any financial loss.

10.13. Miscellaneous provisions

In general, depending on local customs and legislation, travel suppliers may refuse to allow certain travellers to stay at their establishments. Nationals of foreign countries (i.e. End Clients) must check with the competent authorities of the country or countries of destination as well as of the country or countries of transit prior to their registration and must indicate their nationality in their files. Although DIGITRIPS PRO does not condone these practices, it is responsible for informing the Professional who will in turn inform the End Client of these practices.

11. Car hire

11.1 Prevalence of the Rental Company's Specific Terms and Conditions

Car hire contracts made on the Site will be concluded with car hire companies (hereinafter "Car Hire Company") and will be subject to their own terms and conditions (hereinafter "Specific Conditions"). The Hire Company's Specific Conditions apply to the offer and the product, as well as to any other document related to the car hire. The Professional shall accept the Specific Conditions at the time of booking. As a result, the Professional acknowledges, by the act of making a booking with DIGITRIPS PRO, that it is aware of, accepts without reservation and is bound by the Specific Conditions. DIGITRIPS PRO shall reproduce the Specific Conditions as communicated to it by the Car Hire Company and shall not be liable in any way for any dispute in relation to the Specific Conditions. The Professional undertakes to incorporate the Specific Conditions into the contract concluded with the End Client.

11.2 Terms of hire

The hire contract will be drawn up in the name of the main driver indicated on the voucher. The booking is relates to a specific person.

11.3 Provision of the vehicle and hire period

The vehicle is made available to the End Client at one of the car rental company's branches on the date and at the time stated on the voucher, as any delay may result in the car hire company being unable to honour the booking. The booking is made for a specific period of time specified on the exchange voucher. Any delay of more than 29 minutes in the return of the vehicle may result in an additional day being charged by the car hire company.

11.4 Requirements

The name of the driver stated in the booking will be the name stated in the hire agreement with the car hire company. He/she must present him/herself at the counter of the vehicle hire agency with the voucher sent by DIGITRIPS PRO, a driving licence (if the licence is not written in Roman script, an international driving licence must be presented) and a valid identity document as well as an international credit card in his/her name (payment cards such as Visa Electron or Maestro are not accepted by the hire companies). The credit card will be used by the rental company for the vehicle deposit. A minimum age may be required by the car hire company, which varies according to the country of hire and the type of vehicle hired. A young driver surcharge may also apply depending on the age of the driver. This surcharge is payable on site and must be paid for each additional driver below the required age. This surcharge is non-refundable.

If the End Client wishes to add one or more drivers to the rental contract, they must be present when the contract is drawn up and show a valid driving licence and identity document. Additional drivers are subject to additional charges, payable on site by the End Client directly to the Hire Company. These additional fees remain payable by the End Client.

The price list of the various surcharges mentioned, all local specificities, in particular the minimum age as well as the minimum duration of possession of the driving licence, will be communicated at the time of the booking. The rates for these surcharges are to be paid by the End Client and are indicative and subject to change without notice by the car hire company.

The prices published on the Site are only intended for people with a driving licence issued in one of the European Union countries.

If any of these conditions are not met when the hire contract is drawn up, the hire company reserves the right to cancel the booking, without the End Client or DIGITRIPS PRO being liable for any compensation.

11.5 Geographic restrictions

The geographic scope of the hire contract and the ability to cross borders varies depending on the car hire company and the country of hire. To avoid problems with the booking, it is strongly recommended that the End Client contact DIGITRIPS PRO directly.

11.6 Use of the vehicle

For the duration of the hire contract, the vehicle must be used with due care. In particular, the vehicle must not be sublet, transport people for a fee or take part in rallies or competitions.

11.7 Prices and terms of payment

The price to be paid is that applicable on the day the booking is made. This price is shown on the confirmation email. Any subsequent variation of the price on the Site, either upwards or downwards, will not affect the confirmed price.

Unless otherwise specified prior to the confirmation of the booking, the prices include:

- The provision of the vehicle for the duration specified in the booking;
- Unlimited mileage (if not included, the mileage will be specified at the time of the Booking and indicated on the voucher);
- Accidental damage insurance (CDW) and theft insurance (TPC): in the event of theft of the vehicle or an accident involving the vehicle, these insurances prevent the payment of the deductible corresponding to the market value of the vehicle by reducing your financial responsibility (for all rentals in the United States, the rates include the total buy-back of the deductibles). However, damage to the upper and lower parts of the vehicle, tyres and glass breakage are excluded from the damage insurance;
- Third-party liability insurance;
- Local taxes (VAT, federal and government taxes);
- Surcharges applying to railway stations and airports;
- Contribution to the costs of vehicle registration;
- Booking fees.

Any other items not mentioned in the above list are not included in the price. These include fuel, additional insurance that may be offered locally by the hire company, options such as child seats or additional drivers, charges for young drivers and traffic violations.

11.8 Cancellation, modification, no-shows

Any cancellation or modification request must be sent by the Professional to DIGITRIPS PRO by email. An email confirming that the cancellation or modification has been processed will be sent as soon as the request is handled; the confirmation will also be available in the client area. Contrary to the provisions set out in Article 7, any car rental booking may be modified or cancelled free of charge up to 48 hours before the vehicle pick-up time.

In the event of a modification, DIGITRIPS PRO must cancel the existing rental and create a new booking, which will be updated to reflect the current rate. The End Customer may be required to pay the difference between the initial booking and the modified one.

If the rental period is extended on site, the additional amount must be paid directly to the rental company and will be higher than the rate offered by DIGITRIPS PRO. If the rental period is shortened after the vehicle has been collected, the unused days will not be refundable.

If the booking is cancelled less than 48 hours before the vehicle pick-up, cancellation fees will apply and be borne by the End Customer. Any cancellation made on the vehicle pick-up day or any no-show at the rental agency will result in a penalty charge payable by the End Customer.

Certain specific rates are subject to stricter cancellation and modification policies, which are clearly indicated at the time of booking. Any refund resulting from a cancellation will be credited to the payment card used for the booking.

12. Transfer

DIGITRIPS PRO provides the Professional with the option of booking a transfer for the End Client. DIGITRIPS PRO offers the services of local transfer companies to transport the End Client and his/her luggage according to the instructions given by the Professional at the time of booking. The terms of the transfer are made available during the booking process.

12.1 The Professional's obligation to provide details of the transport involved in the transfer

The Professional undertakes to provide information relating to the End Client (surname and first name of the main traveller on the file), the date, time and place of pick-up, the number of people included in the transfer, the number of items of luggage and in particular the dimensions thereof.

If the pick-up is to take place at an airport or train station, the Professional undertakes to provide information relating to the transport. The Professional also undertakes to follow up on this transport so that the transfer agent is informed of any delay or cancellation of the flight or train.

If the Professional or the End Client does not inform the transfer agent of a delay or if the End Client does not show up at the meeting point, the transfer agent is entitled to consider the End Client's absence as a no-show. It is the responsibility of the Professional and the End Client to specify the pick-up times according to external requirements (e.g. flight times, personal appointments). It is the responsibility of the Professional and the End Client to allow sufficient time for the transfer so as not to create pressure during the transfer.

If the information provided is incorrect, DIGITRIPS PRO cannot guarantee that the transfer service can be maintained on the basis of the incorrect information. In this case, DIGITRIPS PRO cannot be held responsible. The Professional cannot book a transfer for a traveller who is a minor. It is essential that a minor traveller is accompanied by a traveller over the age of majority. The transfer shall only be valid for the main traveller named in the booking. The main traveller shall act in the name and on behalf of the other persons making use of the transfer service. Transfer bookings must be made at least 48 hours before the time of the transfer.

12.2 Special requests

If the transfer involves a person with reduced mobility, the Professional must inform DIGITRIPS PRO via the contact form in order to check the conformity and adaptability of the vehicle selected. Such requests shall be submitted to the transfer agent and shall be subject to written confirmation by the transfer agent.

If the transfer involves babies and children requiring car seats or baby seats. The Professional must inform DIGITRIPS PRO via the contact form to check the availability of suitable seats with the transfer agent. Additional fees may apply. The regulations applicable to the transport of children vary from country to country. The Professional must provide the End Client with information on local regulations.

12.3 Languages spoken

The default languages spoken by the transfer agent are English and the local language. This information is included on the voucher. However, there are some transfer agents who do not indicate the languages spoken.

12.4 Price of transfer

The price of transfer is applicable per vehicle and per transfer.

The price of transfers includes:

- Personalised welcome by the driver with a sign bearing the name of the main traveller on whose behalf the booking was made;
- The provision of a driver and a vehicle at the pick-up location and according to the information given at the time of booking and reproduced in the voucher;
- Transport of passengers and their luggage (within the limit of the number indicated on the voucher);
- All taxes.

The following remain the responsibility of the traveller:

- Telephone costs for on-site contact with the transfer agent
- Fees related to special requests

- Fees related to additional luggage not provided for in the basic transfer
- Any tips that the traveller wishes to give to the driver.

12.5 Voucher

Once the booking has been confirmed, DIGITRIPS PRO will send the Professional a voucher with the following information:

- Date and time of the pick-up;
- Pick-up location and meeting place between the End Client and the transfer agent;
- Information relating to transport provided by the Professional (when the pick-up is at an airport or station);
- Reminder of maximum number of pieces of luggage permitted
- Telephone number of the transfer agent (local telephone number which will incur an additional charge for any call)

The Professional must inform the End Client of the need to present the voucher (in paper or electronic format) to the transfer agent at the time of collection. The Professional and the End Client must check the accuracy of the information on the voucher. If any information is incorrect, it is the responsibility of the Professional to contact DIGITRIPS PRO in order to amend the information. The End Client must keep an unaltered version of the voucher.

12.6 Modification by the End Client

Modification of the date and place of pick-up is dependent on the policy of the transfer agent. DIGITRIPS PRO must submit all requests for changes to the Transfer Agent. The modification may result in additional costs to be paid by the End Client.

12.7 Cancellation by the End Client

Free cancellation is only possible 72 hours before the initial pick-up time. After this period, DIGITRIPS PRO will retain the full amount of the cancellation fee.

12.8 Assignment of the transfer

The transfer booking cannot be assigned to another person as it is linked to the main traveller of the file.

12.9 No-show by the End Client on the day of the transfer

If the End Client fails to appear, this is considered equivalent to a cancellation with less than 72 hours' notice.

12.10 Luggage

The transfer includes one piece of hand luggage and one suitcase (maximum average size: 158cm) per person. The transfer agent may enforce weight limits in addition to size limits. Any additional luggage must be added upon booking. Charges may apply for these additional pieces of luggage. The pricing policy is dependent on each transfer agent.

If the End Client wishes to bring specific luggage (e.g. golf clubs, skis, windsurfing boards, etc.) or is obliged to travel with a wheelchair, it is imperative that the Professional indicates this at the time of booking. The transport of such equipment may give rise to additional costs to be borne by the End Client.

DIGITRIPS PRO encourages the End Client to label their luggage with their first and last name and destination address.

It is understood that the End Client must keep all luggage and personal effects close to him/her. The transfer agent is only responsible for the security of the luggage once it is loaded into the vehicle. DIGITRIPS PRO recommends that the End Client be present during the loading and unloading of the luggage.

12.11 Conduct rules

DIGITRIPS PRO informs the Professional that transfer agents have the right to refuse to transport a person who is under the influence of alcohol or whose behaviour poses a threat (verbal and/or physical violence) to the driver, the vehicle or the passengers.

Smoking and drinking alcohol in the vehicle are prohibited (except for specific services related to the reservation of a limousine).

The End Client is responsible for any vandalism or damage caused during transport.

12.12 Change of destination

In the case of a change in the destination, the Professional is obliged to inform DIGITRIPS PRO. This change of destination may incur additional fees, according to the transfer agent.

12.13 Pick-up and drop-off points

Depending on the location of the pick-up or drop-off point, the transfer agent cannot guarantee pick-up and drop-off at the exact location of the destination. The pick-up and/or drop-off location may also vary depending on regulatory limitations in the area where the pick-up or drop-off is located (e.g. road works, traffic conditions, pedestrian areas etc.). In these cases, the transfer agent will come as close as possible to the pick-up or drop-off location.

12.14 Delays

In the event of delay at customs or when collecting luggage, the End Client must inform the transfer agent (contact details are on the voucher). Maximum waiting times are indicated on the voucher.

12.15 Responsibility

Drivers and vehicles are fully insured against road accidents in accordance with local law. If DIGITRIPS PRO is responsible for the delivery of the voucher, DIGITRIPS PRO can provide alternative transport (coach, private driver, taxi etc.). With the written agreement of DIGITRIPS PRO, the End Client may be required to advance the costs of alternative transport.

13. Formalities

It is the sole responsibility of the Professional to inform the End Client of the administrative and health formalities required to cross borders. DIGITRIPS PRO cannot be held responsible in this respect.

14. Responsibility and Force Majeure

DIGITRIPS PRO provides the Website "as is" and makes every effort to ensure it is updated, maintained, and operational, but offers no guarantee as to the absence of technical defects, the infallibility of its operation, or the continuous availability of the system or portal. Certain information is stored periodically and is only verified in real time at the moment of booking confirmation.

15. Formalities

Neither party shall be held liable, nor deemed to be in breach of the terms of sale, for any delay or failure in the performance of the contract resulting from events of force majeure, as defined by the case law of the French courts. The use of the Internet is at the user's own risk. DIGITRIPS PRO cannot provide any guarantee, particularly regarding the absence of service interruptions or errors, or the performance of the service — and the same applies reciprocally to the Professional. Neither party shall be held liable or deemed to have failed in its obligations if it is prevented from performing all or part of those obligations as a result of a case of force majeure. Their obligations shall be suspended for the duration of the force majeure event. If, as a result of a case of force majeure (including, in particular, political or social unrest or an unstable situation affecting safety), irregularities occur in bookings, confirmations, and/or the performance of travel services or service delivery due to unforeseen events beyond DIGITRIPS PRO's control, DIGITRIPS PRO shall be fully released from any legal liability arising from such irregularities or non-performance.

16. Travel insurance

No insurance is included in the prices offered on the Website. It is therefore recommended that, when making a booking, a travel insurance policy be taken out to cover the consequences of certain cancellations, as well as an assistance policy covering repatriation in the event of an accident or illness. For this purpose, various insurance policy options are offered during the booking process. The risks covered, the cost of the policies, and the amount of coverage are indicated on the Website for information purposes only. In the event of insurance subscription, the insurance policy will be sent to the Professional by email and made available during the booking process. Claims must be submitted directly to the insurance company, in accordance with the terms of the insurance policy. It is specified that the insurance policies offered on the Website are suitable for the sale of flight-only tickets or for flights combined with accommodation services within the same trip.

17. Personal data & Cookies

As part of the booking process, the personal data collected will be subject to computer processing. The Professional should read the privacy policy and inform the End Client of the ways in which DIGITRIPS PRO processes their personal data. In the event of any inconsistency between these Terms and the Privacy Policy, the Privacy Policy shall prevail. In accordance with the French Data Protection Act, data relating to travellers is necessary for the processing of their requests and bookings and is intended for DIGITRIPS PRO and the companies of the MisterFly Group for the conclusion and execution of the contract. To facilitate the conclusion and execution of the contract, the personal data will be communicated to DIGITRIPS PRO's partners, suppliers of the services booked (hotel operators in particular). Some of DIGITRIPS PRO's partners may be located outside the European Union. In general, travellers/End Clients have the right to obtain access to, transfer, oppose, rectify and delete all data concerning them from DIGITRIPS PRO - DPO - 2871, avenue de l'Europe 69140 Rillieux-la-Pape, France. DIGITRIPS PRO's personal data policy ("Privacy Policy") is available on the Site.

18. Right of Withdrawal

Products booked on the Site are not subject to the right of withdrawal and are exclusively subject to the cancellation and modification conditions provided for in these terms and/or in the specific conditions of the Travel Provider.

19. Intellectual property

The Professional acknowledges that DIGITRIPS PRO is the owner of the Site. The Professional acknowledges that the software is original and is protected by the provisions of the French Intellectual Property Code and by international conventions. All elements of the Site, both visual and audio, including the underlying technology, are protected by copyright, trademark or patent. Similarly, the trademarks, logos, designs and models on the Site are

the exclusive property of DIGITRIPS PRO. The disclosure of such information shall in no way be interpreted as granting a licence or any right to use the said trademarks and distinctive elements protected by copyright. They can therefore not be used under penalty of infringement. Therefore, no material from the Site may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way. However, the documents may be downloaded to a computer for personal use only and for non-commercial purposes, provided that only the information contained therein is modified and that all copyrights and other proprietary notices are kept intact. Modification of these documents or their use for any other purpose constitutes an infringement of the intellectual property rights of DIGITRIPS PRO. Consequently, the Professional must take all necessary care when using the Site. The Professional shall refrain from infringing the property rights held by DIGITRIPS PRO in any way whatsoever. Any hypertext link to the Site using the "framing" or "in-line linking" technique is strictly prohibited. In any case, any link must be removed at the request of DIGITRIPS PRO.

20. Assistance at destination

DIGITRIPS PRO provides the Professional and/or End Customer with a non-premium-rate telephone number to receive their calls for the purpose of ensuring proper performance of the contract, handling complaints, reporting any non-conformity, or requesting assistance if the traveler encounters difficulties during the trip. The Professional and/or End Customer must report any non-conformity observed on site as soon as possible, taking into account the specific circumstances of the case. In this regard, DIGITRIPS PRO recommends that End Customers report and have any failure in the performance of the contract formally acknowledged in writing on site by the Travel Supplier. Failure to report a non-conformity while on site may affect the amount of any potential compensation or price reduction (if applicable), insofar as prompt notification could have prevented or mitigated the damage suffered by the customer.

21. Complaints

All complaints must be submitted with supporting documents within a maximum of 30 days after the date of return. Only complaints relating to the contractual elements of the booking will be considered. Subjective assessments will not be taken into account. Any compensation for claims relating to ground transportation shall be based solely on the price thereof. DIGITRIPS PRO shall endeavour to process complaints within four (4) weeks of receipt. However, depending on the complexity and whether there is a need to investigate Travel Providers, this period may be extended.

After contacting the customer service department, and if no satisfactory response is received within the above-mentioned period, the End Client may refer the matter to the French Tourism and Travel Ombudsman (Médiateur du Tourisme et du Voyage), whose contact details and the procedure for referring matters to it are available on its website: www.mtv.travel. If necessary, the client may also refer the matter to the European platform for online dispute resolution provided for in Regulation (EU) No 524/2013 of the European Parliament and of the Council (<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>).

22. Assistant IA

The "AI Assistant" service provided by DIGITRIPS HOLIDAYS integrates an artificial intelligence system designed to assist the Professional throughout the booking process. The Professional may use the AI Assistant's filter function to select specific search criteria and receive personalized accommodation suggestions. This system relies on machine learning models, and the results are generated automatically and provided for information purposes only. They can in no way replace professional expertise, judgment, or human validation. The Professional expressly acknowledges that the artificial intelligence system may produce incomplete, approximate, outdated, or incorrect responses, and that it is their sole responsibility, in all cases, to review the results before using them. The AI Assistant is provided "as is", and DIGITRIPS HOLIDAYS disclaims any express or implied warranty, including but not limited to accuracy, reliability, completeness, relevance, performance, or fitness for a particular purpose. DIGITRIPS HOLIDAYS shall not be held liable for any error, omission, malfunction, or direct or indirect damage resulting from the use, interpretation, or reliance upon the results generated by the artificial intelligence system. In addition, the AI Assistant offers the Professional an auto-fill feature for certain fields, intended to facilitate use of the service and save time. However, it is the Professional's responsibility to verify the accuracy and completeness of the information provided, for which they remain solely responsible. The Professional undertakes to use the AI Assistant in compliance with all applicable laws and regulations, including, but not limited to, the General Data Protection Regulation (GDPR) and the European Artificial Intelligence Act (AIA). The Professional is prohibited from any unlawful, fraudulent, discriminatory, defamatory, unethical, or public-order-offending use, or from any action infringing the rights of third parties. The Professional is also prohibited from submitting or introducing into the AI Assistant any confidential information, personal data, or, more generally, any information not intended to be processed by the artificial intelligence system.

23. Evidence

It is expressly agreed that, except in the case of a manifest error on the part of the Travel Supplier or DIGITRIPS PRO, the proof of which must be provided by the Professional or the End Customer, the data stored in the information system of DIGITRIPS PRO and/or the Travel Supplier shall serve as conclusive evidence of the bookings made by the Professional. Data stored in electronic or digital form shall constitute valid evidence and shall be admissible under the same conditions and with the same evidential value as any document that is established, received, or retained in written form.

24. Changes to the terms and conditions of sale and precedence of the terms and conditions of sale

The terms may be changed at any time without notice. These changes shall be reflected in the updating and dating of these terms. It is understood that these changes will only apply to any bookings made after the changes are applied. It is therefore imperative that the Professional:

- Reads the general and special terms and conditions at the time of booking, in particular to ensure that they are applicable;
- Informs the End Client of DIGITRIPS PRO's terms and conditions (providing the terms and conditions of sale).

Should there be any contradiction between these terms and conditions and any pre-contractual information published on the Site, the latter shall prevail.

25. Applicable law and jurisdiction

The terms and conditions of sale and use govern the relationship between the parties and are subject to French law. Any dispute arising from their interpretation and/or execution shall be referred to the Commercial Court of Lyon.

GENERAL TERMS AND CONDITIONS OF SALE

In accordance with the provisions of the French Tourism Code, the provisions reproduced below are not applicable to the reservation or sale of transport tickets that are not part of a tourist package. All the information contained on the Site is provided as prior information. Therefore, in the absence of provisions to the contrary, the characteristics, special conditions and prices of the trip as indicated on the website will be considered contractual upon acceptance of the terms and conditions of sale.

EXTRACT FROM FRENCH TOURISM CODE

Article R. 211-3

Any offer and sale of the services referred to in Article L. 211-1 shall be subject to the submission of appropriate documents complying with the rules defined in this Section.

Article R. 211-3-1

The exchange of pre-contractual information or the provision of contractual conditions shall be in writing. This can be done electronically. The name or company name and address of the organiser or retailer as well as its entry in the register provided for in Article L. 141-3 or, where applicable, the name, address and entry in the register of the federation or union mentioned in the second paragraph of Article R. 211-2 shall be mentioned.

Article R. 211-4

Prior to the conclusion of the contract, the organiser or retailer must provide the traveller with the following information:

- 1) The main features of travel services:
 - a) The destination(s), itinerary and periods of stay, including dates and, where accommodation is included, the number of nights;
 - b) The modes, characteristics and categories of transport, the locations, dates and times of departure and return, the duration and location of stopovers and connections. If the exact time is not yet fixed, the organiser or retailer shall provide the traveller with the approximate time of departure and return;
 - c) The location, main characteristics and, if applicable, the tourism classification of the accommodation according to the rules of the country of destination;
 - d) The meals supplied;
 - e) Visits, excursions or other services included in the total price agreed for the contract;
 - f) Where it is not apparent from the context, whether any travel services will be provided to the traveller as part of a group and, if so, the approximate size of the group;
 - g) Where the provision of other tourist services to the traveller relies on effective verbal communication, the language in which these services will be provided;
 - h) Information on whether the trip or stay is generally suitable for people with reduced mobility and, at the request of the traveller, precise information on the suitability of the trip or stay for the traveller's needs;
- 2) The company name and geographical address of the organiser and retailer, as well as their telephone and, if applicable, electronic contact details;
- 3) The total price including taxes and, where appropriate, any additional charges, fees or other

costs, or, where these cannot reasonably be calculated before the conclusion of the contract, an indication of the type of additional costs the traveller may be expected to incur;

- 4) The terms of payment, including the amount or percentage of the price to be paid on account and the timetable for payment of the balance, or the financial guarantees to be paid or provided by the traveller;
- 5) The minimum number of persons required for the trip or stay and the deadline referred to in III of Article L. 211-14 preceding the start of the trip or stay for possible cancellation of the contract if this number is not reached;
- 6) General information on passport and visa requirements, including approximate time to obtain visas, as well as information on health formalities, for the country of destination;
- 7) A statement indicating that the traveller may cancel the contract at any time before the start of the trip or stay, subject to payment of an appropriate cancellation fee or, where appropriate, a standard cancellation fee charged by the organiser or retailer, in accordance with Article L. 211-14, I;
- 8) Information regarding compulsory or optional insurance covering the cost of cancellation of the contract by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death.

With regard to the packages defined in e of 2° of A of II of Article L. 211-2, the organiser or retailer and the professional to whom the data are transmitted shall ensure that, before the traveller is bound by a contract, each of them provides the information listed in this article insofar as it is relevant to the travel services they offer.

The form in which the information listed in this article is communicated to the traveller shall be determined by a joint order of the French Minister for Tourism and the Minister for the Economy and Finance. This order specifies the minimum information to be provided to the traveller when the contract is concluded by telephone. — See Order of 1 March 2018, below.

Article R. 211-5

The information referred to in 1°, 3°, 4°, 5° and 7 of Article R. 211-4 which is communicated to the traveller is part of the contract and may only be modified under the conditions defined in Article L. 211-9.

Article R. 211-6

The contract must include, in addition to the information defined in Article R. 211-4, the following information:

Any special requirements of the traveller that the organiser or retailer has accepted;

- 1) A statement indicating that the organiser and the retailer are responsible for the proper performance of all travel services included in the contract in accordance with Article L. 211-16 and that they are obliged to provide assistance to the traveller if he/she encounters difficulties, in accordance with Article L. 211-17-1;
- 2) The name of the insolvency protection entity and its contact details, including its geographical address;
- 3) The name, address, telephone number, e-mail address and, where appropriate, fax number of the organiser's or retailer's local representative, contact point or other service through which the traveller can contact the organiser or retailer quickly and effectively, request assistance if the traveller is in difficulty or complain about any non-conformity found during the trip or stay;
- 4) A statement indicating that the traveller is obliged to communicate any non-conformity that he/she observes during the trip or stay in accordance with II of Article L. 211-16;
- 5) Where minors, unaccompanied by a parent or other authorised person, are travelling on the basis of a contract including accommodation, information enabling direct contact to be made with the minor or the person responsible for the minor at the place where the minor is staying;
- 6) Information on available internal complaint handling procedures and out-of-court dispute settlement mechanisms and, where applicable, on the entity to which the trader belongs and on the online dispute settlement platform provided for in Regulation (EU) No 524/2013 of the European Parliament and of the Council;
- 7) Information on the traveller's right to transfer the contract to another traveller in accordance with Article L. 211-11.

With regard to the packages defined in e of 2° of A of II of Article L. 211-2, the professional to whom the data is transmitted shall inform the organiser or retailer of the conclusion of the contract resulting in the creation of a package. The professional shall provide the necessary information to enable it to fulfil its obligations as an organiser. As soon as the organiser or retailer is informed that a package has been created, it shall inform the traveller of the information referred to in points 1 to 8 using a durable medium.

Article R. 211-7

The traveller may assign his/her contract to a person who fulfils the same conditions as he/she does for the journey or stay, as long as this contract has not yet become effective.

Unless otherwise agreed, the person assigning the contract is obliged to inform the organiser or retailer of his/her decision by any means that allows an acknowledgement of receipt at least seven days before the start of the journey. This assignment is in no way subject to prior authorisation by the organiser or the retailer.

Article R. 211-8

Where the contract expressly provides for the possibility of price revision, within the limits provided for in Article L. 211-12, it shall specify the precise methods of calculating both upward and downward price variations, in particular the amount of transport costs and related taxes, the currency or currencies which may affect the price of the trip or stay, the proportion of the price to which the variation applies, and the exchange rate of the currency or currencies used as a reference when establishing the price in the contract.

In the event of a price reduction, the organiser or retailer is entitled to deduct its actual administrative expenses from the refund due to the traveller. At the request of the traveller, the organiser or retailer shall provide proof of these administrative expenses.

Article R. 211-9

If the organiser or retailer is obliged to make a change to one of the essential elements of the contract before the traveller's departure, if the specific requirements mentioned in 1° Article R. 211-6 cannot be met, or in the event of a price increase of more than 8%, the organiser or retailer shall inform the traveller as soon as possible, in a clear, comprehensible and transparent manner, on a durable medium

- 1) Proposed changes and, if applicable, their impact on the price of the trip or stay;
- 2) The reasonable period within which the traveller must inform the organiser or retailer of his/her decision;
- 3) The consequences of the traveller's failure to respond within the set time limit;
- 4) If applicable, the alternative service offered and the price thereof.

If the changes to the contract or the substitute service result in a reduction in the quality of the trip or stay or in its cost, the traveller is entitled to an appropriate price reduction.

If the contract is terminated and the traveller does not accept another service, the organiser or retailer shall reimburse all payments made by or on behalf of the traveller as soon as possible and in any case no later than fourteen days after the termination of the contract, without prejudice to compensation pursuant to Article L. 211-17.

Article R. 211-10

The organiser or retailer shall issue the refunds required under II and III of Article L. 211-14 or, under I of Article L. 211-14, shall refund all payments made by or on behalf of the traveller minus the appropriate resolution costs. These refunds to the traveller shall be made as soon as possible and in any event within fourteen days at the latest after the termination of the contract.

In the case provided for in III of Article L. 211-14, the additional compensation that the traveller is likely to receive shall be at least equal to the penalty that he would have incurred if the cancellation had been caused by him/her on that date.

Article R. 211-11

The assistance owed by the organiser or retailer pursuant to Article L. 211-17-1 shall consist in particular of:

- 1) To provide useful information on health services, local authorities and consular assistance;
- 2) To assist the traveller in making long-distance calls and finding other travel services.

The organiser or retailer is entitled to charge a reasonable price for this assistance if this difficulty is caused intentionally by the traveller or by his/her negligence. The price charged shall in no case exceed the actual costs incurred by the organiser or retailer.

STANDARD FORM OF INFORMATION FOR CONTRACTS RELATING TO A TRAVEL SERVICE REFERRED TO IN 2° OF I OF ARTICLE L. 211-1 OF THE FRENCH TOURISM CODE, EXCLUDING THOSE REFERRED TO IN 1° AND 2° OF I AND II OF ARTICLE L. 211-7 OF THE SAME CODE

PART D

If you purchase this travel service, you will benefit from the rights granted by the French Tourism Code. DIGITRIPS PRO will be fully responsible for the proper execution of the travel service. In addition, as required by law, DIGITRIPS PRO has coverage to refund your payments in the event that the travel agency is declared insolvent.

Essential rights under the French Tourism Code:

Travellers will receive all essential information regarding the travel service before concluding the travel contract.

Both the service provider and the retailer are responsible for the proper execution of the travel service.

Travellers will be provided with an emergency telephone number or contact details to reach the service provider or retailer.

Travellers may assign their travel service to another person, subject to reasonable notice and possible additional charges.

The price of the travel service may only be increased if specific costs increase and if this possibility is explicitly provided for in the contract, and may in any case not be changed less than twenty days before the start of the trip. If the price increase exceeds 8% of the price of the travel service, the traveller may cancel the contract. If the service provider reserves the right to increase the price, the traveller is entitled to a price reduction if the corresponding costs are reduced.

Travellers may cancel the contract without paying a cancellation fee and receive a full refund of payments made if any of the essential elements of the contract, other than the price, are significantly changed. If, before the service begins, the responsible professional cancels the service, travellers may obtain a refund and compensation, if applicable.

Travellers may cancel the contract without paying a cancellation fee before the start of the service in the case of exceptional circumstances, e.g. if there are serious safety concerns at the destination that are likely to affect the trip.

In addition, travellers may, at any time before the start of the journey, cancel the contract on payment of an appropriate and justifiable cancellation fee.

If, after the start of the journey, significant components of the trip cannot be provided as planned, appropriate alternative services must be offered to the traveller at no extra cost. Travellers may cancel the contract without paying a cancellation fee if the services are not performed in accordance with the contract, the trip is significantly disrupted and the service provider does not remedy the problem.

Travellers are also entitled to a price reduction and/or compensation in the event of non-performance or poor performance of the travel service.

The service provider or retailer must provide assistance if the traveller encounters difficulties.

If the service provider or retailer becomes insolvent, the amounts paid will be refunded.

DIGITRIPS PRO has taken out insolvency protection coverage with by GROUPAMA, 132, rue des Trois Fontanot 92000. Travellers can contact this organisation if they are denied services due to the insolvency of DIGITRIPS PRO.

<https://www.legifrance.gouv.fr/affichCode.do?cidTexte=LEGITEXT000006074073&dateTexte=20181218>