# WORLDIA.COM TERMS AND CONDITIONS OF USE

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Welcome to Worldia.com! The Worldia.com website (the "Site") is published by WORLDIA GROUP, a company with a capital of €80,716.8 registered in the Bobigny Trade and Companies Register under the number 751 602 285 NAF 7911Z, whose head office is located at 86 rue Voltaire 93100 Montreuil ("WORLDIA"). WORLDIA is registered with Atout France under number IM075120326 and is insured by HISCOX under policy number HA RCP0227529. WORLDIA is a member of APST for its financial guarantee. We hope you will find our Site useful and entertaining. Please feel free tò visit us frequently and let your friends know about Worldia.com. In order to use the Site, we ask you to kindly comply with the following Terms and Conditions ("T&Cs").

Please read them carefully. Thank you for your visit!

# ARTICLE 1 - ENFORCEABILITY OF THE GCUS

Access to the Site and its use are subject to these GTC. These terms and conditions are a contractual document applicable to the relationship between WORLDIA and any individual of legal age or capacity who wishes to use the Web Site.

This means that any act of browsing the Web Site implies your full acceptance of all of its terms. If you do not agree to all or part of the TOU, please do not use the Site.

WORLDIA reserves the right to revise the TOU periodically. If you have a Worldia account, you will be notified of any new TOS by e-mail, to the address provided in your account, prior to their effective date. In any case, any new version of the TOU will be posted on the Site at <a href="http://www.worldia.com/page/cgu">www.worldia.com/page/cgu</a>. The new version of the TOU will be applicable as of the date of its posting. You can download the latest version of the TOS in PDF format for easy reference.

## ARTICLE 2 - RULES GOVERNING THE USE OF THE SITE

WORLDIA is an intermediary for online travel reservations. The Site is free to use and enjoy.

The Web Site is designed to allow you to book customized travel in the easiest and most intuitive way possible. You select an itinerary, which you can customize

according to your wishes and tastes. The price is adjusted in real time. And you can book in one click!

The Site provides the main characteristics of the services offered, in particular those relating to transport and the stay. The Site also provides the contact details of the organizers, as well as the price and payment terms, cancellation and cancellation policy, in addition to information on insurance and border crossing conditions. This information is contained in WORLDIA's Terms and Conditions of Sale.

You do not need to create an account in order to use the Site in a basic manner. You may browse the Site and review the various packages offered. However, if you wish to take advantage of all the features of the Site, such as saving a customized itinerary or obtaining a quote, you will need to create a Worlddia account. To register on the Site, you must provide your first name, your last name and your e-mail address, then choose a password, which you must keep confidential to prevent third parties from entering your private space. After your registration, you will receive a confirmation e-mail from hello@worldia.com.

You are solely responsible for the use of your login on the Site and your password. If your user ID and password are misused, you must notify WORLDIA immediately so that WORLDIA can take appropriate action to stop the misuse.

Use of the Site is limited to personal, non-business or commercial purposes.

WORLDIA reserves the right to take any action it deems necessary in the event the Site is used to disseminate material of this nature.

#### **ARTICLE 3 - INTELLECTUAL PROPERTY**

The entire contents of the Site (images, text, trademarks, all logos, designs, product names) are protected by copyright and/or other intellectual propertý rights, worldwide, and are the property of WORLDIA and/or its licensors. You may use the Site only for your own private and personal purposes, under a personal, limited and non-exclusive license.

No part of the Site may be reproduced, distributed, transmitted, broadcast, performed, downloaded, modified, edited, reused, reposted, or otherwise exploited in any manner or medium, electronic or otherwise, without the express prior written consent of WORLDIA, failing which WORLDIA may be prosecuted for infringement.

All trademarks mentioned on the Site are the property of their respective owners.

#### **ARTICLE 4 - LIMITATION OF WARRANTY**

The Web Site is provided to you, free of charge, on an "as is" basis, without any warranties of any kind other than those set forth in applicable law. In particular, WORLDIA does not warrant that the operation of the Site will be error-free or error-free. WORLDIA shall not be obligated to provide access to the Site in the event of force majeure, defined as any event beyond WORLDIA's control, including any failure of the technical infrastructure underlying the operation of the Internet as a global network.

WORLDIA may, at any time, temporarily or permanently suspend the operation of the Site for any reason, without entitlement to compensation to users.

To enable you to book your vacation in the best possible conditions, WORLDIA endeavours to provide the most accurate and up-to-date pre-contractual information on the Site. However, WORLDIA is dependent on information provided by its partners and suppliers, which it does not have the ability to verify on a regular basis. WORLDIA THEREFORE MAKES NO WARRANTY OR COMMITMENT AS TO THEIR ACCURACY, PARTICULARLY WITH RESPECT TO, FOR EXAMPLE, DEPARTURE DATES, FLIGHTS, HOTEL RESERVATIONS AND CHARACTERISTICS OF ESTABLISHMENTS, VEHICLE RENTALS OR ACTIVITIES, AS WELL AS PRICES. THIS PRE-CONTRACTUAL INFORMATION MAY BE MODIFIED AT ANY TIME BY THE PROVIDERS CONCERNED.

Subject to any rights you may have under the law of your state of residence, WORLDIA disclaims all warranties with respect to the service providers involved in the travel arrangements offered on the Site. In particular, all vendors, such as carriers, accommodation providers and any other partners providing travel or other services on the Web Site are independent contractors of WORLDIA and WORLDIA makes no warranties to them.

#### **ARTICLE 5 - LIMITATION OF LIABILITY**

WORLDIA is liable only for the consequences of its own actions and those of its agents. Subject to any applicable laws, WORLDIA SHALL NOT BE LIABLE FOR ANY THIRD PARTY'S FAULT, INCLUDING THIRD PARTY SERVICE PROVIDERS IN CONNECTION WITH THE HOLIDAYS AND TRAVEL OFFERED ON THE WEBSITE.

WORLDIA SHALL NOT BE LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF SUCH INDEPENDENT CONTRACTORS, REGARDLESS OF THE APPLICABLE LEGAL BASIS.

WORLDIA is also not responsible for information contained in traveler reviews. Information published on the Site is subject to change without notice, including availability.

WORLDIA shall not be liable for any damages whatsoever, direct or indirect, consequential, or otherwise, arising out of your access to, use of, or inabilitý to use the Site, or any errors or omissions in its content.

You are solely responsible for your use of the Site. In particular, you must ensure that your data is backed up regularly and that your computer equipment is protected against any attack, in particular by viruses.

#### **SECTION 6 - THIRD PARTY WEB SITES**

WORLDIA makes no representations or warranties regarding any third party web sites which you may access through the Site or through which you may access the Site. Indeed, WORLDIA has no control over the content provided by third parties, nor over the links set up by third parties to the Site.

Therefore, WORLDIA is not responsible for the content of any off-site pages, including the collection and processing of any personal information and the protection of privacy. It is your responsibility to be aware of WORLDIA's privacy policy and the policies of any site linked to the Web Site and to use only those sites whose content and policies you agree to.

### **ARTICLE 7 - PROTECTION OF PERSONAL DATA**

The use of the Web Site and the placing of orders for services offered on the Web Site may result in WORLDIA processing personal data about you. The terms and conditions of such collection and processing are set forth in WORLDIA's Privacy Policy, which is available at

https://s3-eu-west-1.amazonaws.com/static.worldia.com/documents/WORLDIA\_Charte\_de\_confidentialite-fr.pdf.

#### **SECTION 8 - TERMINATION OF THE TUS**

This Agreement shall terminate upon the earlier of: (i) the termination of the Web Site; or (ii) the termination of your Worldia account by either you or WORLDIA, in particular for breach of this Agreement.

### SECTION 9 - APPLICABLE LAW - JURISDICTION -MEDIATION

The TOS are governed by French law. Any dispute arising out of or in connection with the TOS or your use of the Web Site shall be submitted to the jurisdiction of the courts of your place of residence. You also have the possibility to resort to free mediation through the specialized mediator, the association Médiation Tourisme Voyage : MTV Médiation Tourisme Voyage BP 80 303 75 823 Paris Cedex 17 http://www.mtv.travel

You also have the possibility of using the online dispute resolution platform for services provided by companies in the European Union made available to all citizens by the European Commission, by clicking on the following link: <u>https://ec.europa.eu/consumers/odr</u>.

#### **SECTION 10 - CONTACTING WORLDIA**

If you have any questions about these TOU or the operation of the Site, please send us an e-mail: kontakt@worldia.com