

# CONDITIONS OF SALE

*Date of last update: 01/03/2023*

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# 1. Legal Notice

## 1.1. Company

Syaways is a "Société par Actions Simplifiée", with a capital of 11 305 euros, registered in the Nanterre R.C.S. under the number 830 915 930, whose registered office is located at 33 rue Fernand Pelloutier, 92110 Clichy, France. The individual VAT number is: FR92830915930. Syaways has taken out insurance to cover the consequences of its professional civil liability with "HISCOX" - 12, quai des Queyries - CS 41177 - 33072 Bordeaux.

Syaways is an online travel agency that acts as an agent for transport companies for the sale of tickets to travellers. As such, Syaways is an intermediary between the traveller and the transport company, which keeps the responsibility to deliver the contractual information concerning the trip.

- Registration Atout France 200 Rue Raymond Losserand, 75014 Paris: IM092200012
- Financial guarantee is provided by APST, 15 AVENUE CARNOT, 75017PARIS, FRANCE

Syaways operates the Combigo brand and the <https://www.combigo.com> website, which offers services around transportation and travel.

### Practical information :

This contact information shall not be used in the context of a request relating to a reservation made on the Combigo website. In the case of a request related to a reservation made on the Combigo website, it will be necessary to use the form available at the following address : <https://www.combigo.com/en/contact>

Phone: +33 (0)1 89 70 17 94

Email : [hello@combigo.com](mailto:hello@combigo.com)

The Website's Director of Publication is Vincent El Khatib, President of Syaways.

## 1.2. 1.2 Hosting of the Website

This website is hosted by the company:

- OVH, whose head office is located at 2 rue Kellermann - 59100 Roubaix - France  
Phone: +33 (0)8 203 203 203 63  
Hosting provider's website: <https://www.ovh.com/>
- Amazon CS Ireland Ltd, located at Unit 27 - 6400 Cork Airport Business Park - Kinsale Road - Cork - Irlande. Amazon CS Ireland Ltd is an Amazon Web Services (AWS) company, headquartered in Inc. P.O/ Box 81226 - Seattle, WA 98108-1226.  
Phone: (206) 266-4064.  
Hosting provider's website: <https://aws.amazon.com/fr/websites/>

## 2. Definitions

The terms listed below are used in these Conditions of Sale and are defined as follows:

**"Conditions of Sale"**: means this document

**"Syaways", "We", "Us", "Our", "Combigo"**: refers to Combigo, a simplified joint stock company with a capital of 11 305 euros, registered with the Nanterre Trade and Companies Registry under number 830 915 930.

**"Client", "User", "You"**: means any person or entity using the Website either to search for a trip or to book a trip and, more generally, any person accessing the Website, its Services and its Products.

**"Booking"**: refers to the process of purchasing the Services and/or Products selected by the Customer.

**"Website"**: refers to the websites <https://www.combigo.com>, <https://www.combigo.fr>. It is owned and published by Combigo. The Website offers services related to transport and travel.

**"Contract of Transportation"**: refers to the agreement relating to transport and associated services which is concluded between the Customer and the Carrier(s) selected on the basis of the provisions of Our negotiation services provided under the Contract of Service.

**"Transportation Tickets", "Ticket"**: means an offer of transportation with the selected Carrier(s).

**"Passenger"**: means every person who have been provided with information by the search or Booking of Services on the Website.

**"Carrier"**: refers to airlines, bus companies, railways companies, shipping companies, carpooling or car rental service providers, and all other carriers.

**"Travel Suppliers"** means third party Carriers and travel agencies that provide Combigo with their travel offerings.

**"Elements"**: means all texts, files, animated or non-animated images, photographs, videos, logos, drawings, models, software, trademarks, visual identity, database, structure of the Website.

**"Services"**: refers to every service offered by the Website.

**"Products"**: refers to the inventory published on the Website. This inventory includes, but is not limited to, air, train and bus tickets.

**"Customer Service"**: means the availability of the communication channel through which Combigo will respond to the Customer's requests, by communicating all the information that Combigo is required to transmit to the Customer under these Conditions of Sale.

**"Combined Ticket"**: A combination of two or more Tickets for which the Carriers do not have a connecting agreement.

**"Redirection"**: means the fact that the Customer will book his Transport Ticket on a third-party Website with a link submitted by Combigo.

**"Hidden-destination ticketing"**: means the purchase of Tickets including segments that the Customer does not intend to use, in order to circumvent a Carrier's fare structure. For example: the Customer purchases a Ticket and does not intend to use all segments and therefore will end his or her journey in a place that is not the destination of the Ticket.

**"Hidden-return ticketing"**: means the purchase of Tickets including segments that the Customer does not intend to use, in order to circumvent the fare structure of a Carrier. For example: The Customer purchases a round-trip Ticket and uses only the outbound trip but does not intend to use the return trip.

### **3. General Terms related to these Conditions of Sale**

#### **3.1. Full Agreement of the Parties**

These Conditions of Sale constitute a contract governing the relationship between the Customer and Combigo. They constitute the entirety of Combigo's rights and obligations relating to their subject matter. If one or more provisions of these Conditions of Sale are declared invalid pursuant to a law or regulation or following a final decision of a competent court, the other provisions will retain their full force and scope. In addition, the fact that one of the parties to these Conditions of Sale does not take advantage of a breach by the other party of any of the provisions of these Conditions of Sale shall not be interpreted as a renunciation on its part to take advantage of such a breach in the future.

#### **3.2. Modification of these Conditions of Sale**

Combigo reserves the right to modify at any time and without notice the content of the Website or the services available on it, and/or to temporarily or permanently cease operating all or part of the Website. The Customer acknowledges that Combigo will not be held responsible in any manner whatsoever to the Customer or any third party as a result of such modifications, suspensions or terminations.

Combigo advises the Customer to save and/or print the present Conditions of Sale for safe and durable storage, and thus be able to invoke them at any time during the execution of the contract if necessary.

#### **3.3. Limitations on the rights to use the Website**

The Customer declares to be of legal age and to have the legal capacity to contract and acquire the Services offered on the Website.

The Customer expressly acknowledges and accepts that the Website is designed for personal use and agrees not to hinder or interfere in any way whatsoever with the operation of the Website. The Customer agrees not to use the Website for illegal or prohibited purposes.

#### **3.4. Conditions of Sale applicable to the Customer**

The Conditions of Sale applicable to the Customer are those available at the date of the order, a copy of which can be provided to the Customer upon request. It is therefore specified that any modification of the Conditions of Sale made by Combigo will not apply to any previous order, except with the express agreement of the Customer at the origin of a given order.

## **4. Description of the Booking Service**

### **4.1. Prior information**

The Website is a Website for comparing and/or Booking Tickets. Combigo seeks to provide the most accurate information possible on the Website. However, Combigo cannot be held responsible for any omissions, inaccuracies or failures of outdated information, whether caused by Combigo or by the third-party partners who provide Combigo with such information. Each Service presented on the Website are described in the present Conditions of Sale with their essential characteristics.

Combigo acts as an intermediary to help the Customer define his trip and facilitate his booking. The final contract is concluded between the Customer and the Carrier who will be in charge of the transport. The Customer is thus informed that Combigo is neither co-organizer of the trip, nor co-supplier of tickets and services associated with the trip. Combigo remains a third party to the contract concluded between the Customer and the Carrier.

Prior to any booking, the Customer is informed of the main characteristics of the proposed services relating to the transport, the Carrier's contact details, the unit price of the ticket, the total price of the ticket with taxes, the amount of the options, the amount of the chosen insurances.

### **4.2. Booking process**

The Website offers the booking of Transport Tickets directly on the Website. The prices displayed on the tickets include the commission charged by Combigo, but new costs may arise in the event of additional luggage, insurance or other additional services and Combigo cannot be held responsible.

The Customer must indicate the personal information relating to each Passenger corresponding to the selected tickets. This information will be used for the issuance of the Ticket(s). Any error in the last name, first name or other essential information is therefore the sole responsibility of the Customer. Combigo may not be held liable for any such error.

After having finalized the Booking by proceeding with payment on the Website, the Customer will receive a booking confirmation email as a first step.

During the order process, tickets are also subject to the cancellation and modification conditions mentioned in paragraph 7. The Customer will receive within 48 hours either:

- A booking confirmation with the electronic ticket(s) or the booking references of the transport companies related to the order
- A non-confirmation of the booking, and therefore the customer will receive a full refund within 10 days (this period does not include bank transfer times which are independent of Combigo)

- A proposal of alternative tickets which the Customer is free to accept. If the proposal is not acceptable to the Customer, the Customer is entitled to request a full refund of the booking. If the Customer accepts the proposal, this proposal will replace the original order.

Combigo is not responsible for the consequences of either the Customer entering an incorrect email, the Customer not being connected to the internet or the Customer's email provider categorising Combigo's email as junk mail. It is the Customer's responsibility to contact Combigo 48 hours prior to the departure date, in order to report missing emails relating to their order, or missing emails relating to trip changes or cancellations. It is also the Customer's responsibility to verify that his journey complies with his booking and must notify us 48 hours before his departure time in case of non-compliance.

#### *4.2.1. Booking Form*

The Customer may reserve Tickets for a set of Passengers. For each Passenger, the Customer is responsible for the respective personal data provided by him or her with the certainty of having the Passenger's consent to the use of his or her data. The data requested is necessary for the Carriers to obtain the Tickets, and Combigo will not be held responsible for the issue of a Ticket containing erroneous information provided by the Customer.

The Customer commits to provide accurate information regarding the identity of Passengers (surnames, first names, date of birth as indicated on the identity documents used for travel) and certifies that he is in possession of documents that comply with entry formalities in the countries of connections and destinations before making a purchase.

#### *4.2.2. Mandate*

The Customer acknowledges that it authorizes Combigo to act in its name and on its behalf in order to proceed with the Booking of the Tickets with the Carriers or through intermediaries. The Contract of Transport is concluded directly between the Customer and the Carrier. These Conditions of Sale apply for the intermediation of Combigo and the Carrier's conditions of sale apply for the execution of the Contract of Transport. Combigo cannot be held responsible for the consequences should the Carrier decide to make online check-in or ticketing more complex or charge a fee (some Carriers may randomly request verification of the traveller's identity).

Within the scope of its mandate, the Customer acknowledges that Combigo may use contact details (e-mail addresses, telephone numbers, postal addresses, etc.) different from those provided by the Customer in order to manage the Customer's reservation directly.

#### *4.2.3. Display Error*

If the price displayed on the Website is "unusually low", Combigo is allowed to cancel the Booking, on the basis that the Customer cannot claim to benefit from this price, which results from a display error, which is abusively low in relation to the actual value of the Ticket.

The information on the Total Price is provided on a final and binding basis except in the case of an apparent error in the amount of the Total Price; in such cases of apparent errors in the Total Price, We are entitled to unilaterally withdraw from the Service Agreement without notice.

### 4.3. Price

#### 4.3.1. *Final price*

The prices indicated on the Website are in the currency selected by the User, or in Euro. The prices indicated at the time of Booking include all taxes and service charges corresponding to the Booking and the issuance of the tickets.

#### 4.3.2. *Price of Baggage Options (during booking)*

Some fares do not allow Combigo to add luggage options after booking. Combigo undertakes to inform the customer of this specificity prior to purchase, and the customer assumes responsibility for not being able to add a baggage option after booking with Combigo. In some cases, this will not be possible with the carrier either.

In exceptional cases, baggage options purchased by the customer at the time of booking may not have been added by Combigo. In this situation, Combigo will have the choice of refunding the customer for the option not added or refunding the amount invoiced by the carrier directly to the customer (refund only on invoice).

#### 4.3.3. *Service Fees*

In some cases and when the Booking is made on Our Website, service fees may be applied for the search, Booking, ticketing and customer service.

The prices are contractual rates. No dispute regarding the price can therefore be taken into account once the ticket has been purchased. The price is accepted at the final stage of validation of the purchase of one or more tickets. The price is due in full upon confirmation of the immediate purchase of the ticket.

#### 4.3.4. *Change of Booking Price*

When booking a Ticket, the Customer may notice price changes up or down between the price displayed during the search and the price displayed at the time of booking. Combigo will not be held responsible for these price differences. If the Ticket Price changes after your Booking on the Website, particularly when the price falls, Combigo do not have to refund the Customer in any way, because Combigo will have booked the Customer's Tickets and processed the payment(s) with the Carriers corresponding at the price displayed at the time of the Customer's Booking.



#### 4.4. Method of payment

By clicking on the "Validate and Pay" button, the Customer accepts these Conditions of Sale. Payments include all taxes, and the customer has the option of choosing the currency in which the prices will be displayed, from among those available on the Combigo website.

The accepted means of payment are the following:

- Credit Card (Carte Bleue, Visa, Mastercard or American Express): the Customer is required to indicate the number of the payment card used, the date of expiration and the cryptogram on the back of the card. He/she guarantees that he/she is fully entitled to use the said card and that the card gives access to sufficient funds to cover all costs resulting from the Booking.

The Booking will only be considered validated after the Customer has received confirmation of acceptance of the order by email and after the full price has been paid.

If the Customer decides to pay for their Transport Tickets using a foreign credit or debit card, the Customer will be responsible for any exchange charges (e.g. margins and commissions). Changes to or refunds of your order may also be affected by these exchange charges.

Combigo reserves the right to cancel or refuse any order from a Customer with whom there is a dispute relating to the payment of a previous order. Combigo is not responsible if a Customer is refused boarding or if it is impossible for him/her to recover his/her tickets due to a current or previous dispute, whether banking or other, with the Carrier. The Customer must comply with the Carrier's general terms and conditions of sale, accepted when booking on Combigo, and respect the Carrier's conditions in order to obtain their Ticket.

#### Fraudulent Transactions:

In order to prevent fraudulent transactions, Combigo reserves the right to carry out checks (verification) of payment cards. For this reason, Combigo may seek the Customer's cooperation in verifying the identity of the payment card holder. In such a case, the amount owed by the Customer will be blocked at the bank, and We will not debit it.

The Customer is responsible for all consequences arising from fraudulent or unpaid transactions, and undertakes to assume responsibility for all such transactions carried out on the site. In the event that the transaction is disputed by the credit card holder, Combigo reserves the right to provide information relating to the booking to the credit card holder.

#### 4.5. Withdrawal of Tickets

After the Booking, the Customer will receive by e-mail the information concerning the Transport Tickets. The Transport Tickets can be in 2 formats:

- e-Ticket: the Ticket is to be printed by the Customer himself on an A4 sheet of paper, from the PDF file sent to the Customer by email or by the Carrier. Unless otherwise specified in the email, the e-Tickets must be printed. However, some Carriers allow to show the PDF on

mobile, others require a specific mobile format called m-ticket through the Carrier's own application.

- The physical ticket: The ticket can be picked up at a self-service kiosk or at the carrier's ticket office. The Customer must allow enough time to collect the Ticket.
- Carrier Reservation Reference: The Carrier Reservation Reference allows the customer to collect their tickets or boarding passes online or at the airport or station with a passport/ID card.

As mentioned in the confirmation email received by the Customer, the Customer is responsible for checking that he succeeds in connecting with his reservation numbers and the information at his disposal to the different websites of the carriers. If the Customer encounters difficulties in accessing his reservation, he must contact Combigo upon receipt of his confirmation e-mail so that Combigo can have the time to assist him and correct, if necessary, the information transmitted.

Combigo cannot be held responsible if the Customer contacts Combigo's customer service less than 48 hours before departure.

#### 4.6. Booking with external service providers

The Website offers some Tickets with a redirection link so that the Customer can make a Booking on a third-party Website. The ticket prices displayed on the Website are the prices communicated by the third-party Website, and Combigo cannot guarantee their accuracy.

All contracts relating to the Tickets Booked on these Booking Websites are concluded between the Customer and the said providers and only their General Terms and Conditions will apply. Complaints must be made directly on the websites of these third-party providers.

#### 4.7. "Hidden- return ticketing" and "Hidden- destination ticketing": Booking on the Website or Redirection to a third-party Website

In the search results, the Website offers the Customer itinerary solutions that may consist of "hidden-destination ticketing" or "hidden-return ticketing". These offers are proposed because they are more advantageous in terms of price, routes, availability, ...

Customer should be aware that some Carriers seek to prevent the sale and/or use of this strategy and Carriers may take action including cancellation of the ticket, denied boarding, additional charges billed, additional charges recovered at the time of boarding, or subsequent billing.

Combigo recommends the Customer to check the transport contracts of the selected Carriers for "hidden-destination ticketing" or "hidden-return ticketing". Combigo cannot be held responsible for the risks incurred by the Customer in the event that the Customer knowingly books a journey that consists of "hidden-destination ticketing" or "hidden-return ticketing".

#### 4.8. « Combination Tickets »

Combigo offers combined tickets, i.e. a combination of tickets from different transport companies with no commercial agreement between them.

Tickets listed on the website as combination tickets have specific contractual conditions which are displayed at the time of booking. The cancellation or modification of one of the tickets making up the booking does not entail the possibility of cancelling the entire booking and obtaining a refund if the other journeys in the booking are maintained. In order to improve the quality of service for this type of ticket, Combigo can offer the Combigo Guarantee, and this will be mentioned on the booking page and the details of this Guarantee are explained in the Combigo Guarantee paragraph.

In the case of Combination Tickets, if the Customer has hold luggage, the Customer will have to leave the transit area, retrieve and recheck their luggage and then go through security and immigration checks again. It is the Customer's responsibility to check the administrative and health conditions for transit connections, as if it were their final destination.

### 5. Combigo Guarantee

The Combigo Guarantee applies only to Combination Tickets on which it is mentioned in the ticket details that a connection is covered by the Combigo Guarantee. The Combigo Guarantee is not an insurance product, but a service offered by Combigo to provide a superior travel experience.

If the Customer changes the email address that Combigo has provided to the transport companies, the Customer will no longer be covered by the Combigo Guarantee because Combigo will no longer be able to be informed in time of any cancellations or changes to journeys.

The Combigo Guarantee only applies to Transport Tickets and options (luggage, seats, meals,...) purchased through the Combigo Website or the Customer Service. If a Customer purchases an option directly from the Carrier, this option will not be covered by the Combigo Guarantee.

If the Customer adds hold baggage through the carrier when it is mentioned on the booking page that hold baggage is not authorised for the ticket, the ticket will no longer be eligible for the Combigo Guarantee, regardless of the circumstances. Combigo mentions that hold baggage is not authorised when the connection time is too short to take hold baggage but the connection time is long enough for cabin baggage.

The Combigo Guarantee does not apply in cases of force majeure (worldwide epidemics, war, closure of airspace, exceptional weather conditions, bankruptcy of the Carrier, strikes by staff of the transport company, strikes by staff at the airport or station, etc.). The Combigo Guarantee only applies in the event of an event that disrupts the customer's journey and that this disruption is beyond the customer's control.

The Combigo Guarantee is limited to one application per booking. Repeated application of the Combigo Guarantee remains at the free discretion of Combigo.

## 5.1. Guarantee Combigo Basic, Guarantee Combigo Light

### 5.1.1. Before your departure

It is considered as "Before your departure" if the disruptive event (modification, cancellation) is known more than 24 hours before the scheduled time of your journey.

Type of event Disruptors	Combigo Light/Basic Guarantee conditions
Cancellation of part of the trip	<p>Complete Bookings made on Combigo cannot be refunded.</p> <p>a. <u>The cancelled Ticket is operated by Ryanair</u> If a segment of the journey (or a Ticket) making up the Combined Ticket is <b>cancelled</b> by Ryanair, and the connection is made impossible, the customer must request a refund directly from the Carrier, via its website. The refund period will be subject to the Carrier's refund period.</p> <p>b. <u>The cancelled Ticket is not operated by Ryanair</u> If a segment of the journey (or a Ticket) making up the Combined Ticket is cancelled by one of the Carriers, and the connection is made impossible, Combigo will only refund you the amount of the ticket cancelled by the Carrier when Combigo receives the refund from the Carrier or a credit note for the amount of your cancelled Ticket.</p>
In the event of a change with a connection that can still be made	<p>If a Ticket is only <b>modified</b> (time and date of departure or arrival, additional connection) by one of the Carriers, <b>and the connection can still be made</b>, the Customer is obliged to accept the modification made by the Carrier.</p> <p>If the modification made by the carrier is not to the customer's satisfaction, the customer has the right to request cancellation of the ticket or reservation. However, the cancellation conditions applicable will be those laid down for a voluntary cancellation in accordance with our terms and conditions.</p>
In the event of a change that makes a connection impossible	<p>If a Ticket is only <b>modified</b> (departure or arrival time and date, departure or arrival station or airport, additional connection) by one of the Carriers, and <b>the connection is made impossible</b>.</p> <p>Combigo may, at its discretion, offer one or more of the following solutions:</p> <ul style="list-style-type: none"> <li>- The refund of the Modified Ticket only in the event that Combigo is able to obtain the refund of the Modified Ticket from the Transport company.</li> <li>- An alternative route, which may require an additional an additional charge to be paid by the Customer</li> <li>- A credit note of a value equivalent to the amount of the Modified Ticket or the amount of the alternative offered by Combigo. The credit note will be valid on the Combigo website for 6 months and</li> </ul>

	<p>will be activated 48 hours after the request. However, please note that the amount of this credit cannot exceed 20% of the total amount of the initial reservation with a minimum purchase that will be calculated by the following formula. Minimum purchase = 4 x credit amount.</p> <p>For example, if the credit is 100€, you will need to make a purchase of at least 400€ to use it.</p> <p>If the Customer chooses one of the options proposed by Combigo (except option 1), the Customer waives the right to use the modified ticket, and Combigo may request the cancellation of the modified ticket from the Carriers and the Customer may not obtain a refund from the Carriers.</p>
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#### 5.1.2. During your trip

It is considered as "During your journey" if the disruptive event (change, cancellation, delay) is known less than 24 hours before the scheduled time of your journey.

If the Customer does not contact Combigo within 5 hours after the arrival time of the delayed or modified flight, train or bus, Combigo reserves the right not to apply the Combigo Guarantee. The Combigo Guarantee does not apply in the case of a delayed or cancelled journey which impacts another journey booked or not on Combigo and which is not included in the booking of the delayed or cancelled Combigo journey.

The Combigo Guarantee does not constitute compensation, but rather assistance designed to help the customer throughout their journey, with the aim of getting them to their initial destination. It applies exclusively in the event that a disruption makes it impossible to carry out the journey initially booked. It is important to note that Combigo cannot be held responsible if no route option is available to enable the customer to reach his/her destination, or if the route proposals suggested by Combigo do not correspond to the customer's criteria. In such circumstances, Combigo reserves the right to propose an alternative route, at its discretion.

In the event of a delay or modification: The Combigo Guarantee only applies if the delay or modification makes it impossible to make the connection with the next journey under the conditions of the options and services booked via Combigo.

Type of event Disruptors	Combigo Light/Basic Guarantee conditions
Cancellation/ Modification/Delay	<p>If, during your journey with a Combined Ticket booked on Combigo, your flight, train or bus is delayed, cancelled or modified and you miss the next journey (flight, train or bus) included in your Ticket booked on Combigo, and if you inform Combigo in time <b>(up to a maximum of 5 hours after the arrival time of the delayed flight, train or bus)</b>.</p> <p>Combigo may, at its discretion, offer one or more of the following solutions:</p> <ul style="list-style-type: none"> <li>- Refund of unused Tickets only in the event that Combigo is able to obtain a refund of unused Tickets from the Transport company.</li> </ul>

	<ul style="list-style-type: none"> <li>- An alternative route, which may require an additional an additional charge to be paid by the Customer</li> <li>- A credit note of a value equivalent to the amount of the Modified Ticket or the amount of the alternative offered by Combigo. The credit note will be valid on the Combigo website for 6 months and will be activated 48 hours after the request. However, please note that the amount of this credit cannot exceed 20% of the total amount of the initial reservation with a minimum purchase that will be calculated by the following formula. Minimum purchase = 4 x credit amount. For example, if the credit is 100€, you will need to make a purchase of at least 400€ to use it.</li> </ul> <p>If the Customer chooses one of the options proposed by Combigo (except option 1), the Customer waives the right to use the modified ticket, and Combigo may request the cancellation of the modified ticket from the Carriers and the Customer may not obtain a refund from the Carriers.</p>
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## 5.2. Guarantee Combigo Premium

### 5.2.1. *Before you leave*

It is considered as "Before your departure" if the disruptive event (modification, cancellation) is known more than 24 hours before the scheduled time of your journey.

Type of event Disruptors	Combigo Premium Guarantee conditions
Cancellation of a leg of the journey or change to a leg of the journey of more than 5 hours in relation to departure or arrival.	<p>If a Ticket is cancelled by the Carrier or if the journey is changed by more than 5 hours in relation to the departure time or 5 hours in relation to the arrival time, Combigo will offer either :</p> <ul style="list-style-type: none"> <li>- An alternative route or retain the change/cancellation, at Combigo's discretion</li> <li>- Cancellation of the Combigo booking and a credit note for the amount of the Combigo booking valid for 1 year. This credit note cannot be split and there is no minimum purchase.</li> <li>- Cancellation of the Combigo booking and reimbursement of 80% of the booking to the credit card used for payment.</li> </ul> <p>If the Customer chooses a refund in the form of a credit note or cash, the Customer renounces the use of the Transport Tickets, Combigo may request the cancellation of the tickets from the Carriers and the Customer may not obtain a refund from the Carriers.</p>
Modification of a leg of the journey by less than 5 hours in relation to departure or arrival	<p>If the journey is changed by less than 5 hours in relation to the departure time or 5 hours in relation to the arrival time, Combigo will offer either :</p> <ul style="list-style-type: none"> <li>- An alternative route or keep the change/cancellation</li> <li>- Cancellation of the Combigo booking and a credit note for the amount of the Combigo booking valid for 1 year. This credit note cannot be split.</li> </ul>

	<ul style="list-style-type: none"> <li>- Cancellation of the Combigo booking and reimbursement of 80% of the booking to the credit card used for payment.</li> </ul> <p>If the Customer chooses a refund in the form of a credit note or cash, the Customer renounces the use of the Transport Tickets, Combigo may request the cancellation of the tickets from the Carriers and the Customer may not obtain a refund from the Carriers.</p>
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### 5.2.2. During your journey

It is considered as "During your journey" if the disruptive event (change, cancellation, delay) is known less than 24 hours before the scheduled time of your journey.

If the Customer does not contact Combigo within 5 hours after the arrival time of the delayed or modified flight, train or bus, Combigo reserves the right not to apply the Combigo Guarantee. The Combigo Guarantee does not apply in the case of a delayed or cancelled journey which impacts another journey booked or not on Combigo and which is not included in the booking of the delayed or cancelled Combigo journey.

The Combigo Guarantee does not constitute compensation, but rather assistance designed to help the customer throughout their journey, with the aim of getting them to their initial destination. It applies exclusively in the event that a disruption makes it impossible to carry out the journey initially booked. It is important to note that Combigo cannot be held responsible if no route option is available to enable the customer to reach his/her destination, or if the route proposals suggested by Combigo do not correspond to the customer's criteria. In such circumstances, Combigo reserves the right to propose an alternative route, at its discretion.

*In the event of a delay or modification: The Combigo Guarantee only applies if the delay or modification makes it impossible to make the connection with the next journey under the conditions of the options and services booked via Combigo.*

Type of event Disruptors	Combigo Premium Guarantee conditions
Cancellation/ Modification/Delay	<p>If, during your journey with a Combined Ticket booked on Combigo, your flight, train or bus is delayed, cancelled or modified and you miss the next journey (flight, train or bus) included in your Ticket booked on Combigo, and if you inform Combigo in time <b>(up to a maximum of 5 hours after the arrival time of the delayed flight, train or bus)</b>.</p> <p>Combigo will offer either :</p> <ul style="list-style-type: none"> <li>- At Combigo's discretion, in an alternative route, and Combigo undertakes to : <ul style="list-style-type: none"> <li>o reimburse up to €25 per passenger per hotel bill, if the alternative route creates an unscheduled overnight stay.</li> <li>o reimburse up to €10 per passenger for meals during stopovers.</li> <li>o reimburse up to €10 per passenger for cab fares, if it is necessary to take a cab to complete the journey or to reach</li> </ul> </li> </ul>

	<p>the hotel.</p> <ul style="list-style-type: none"> <li>- Reimbursement of the alternative booked by the Customer (invoice to be provided). The refund may not exceed the price of the unused tickets that were not usable by the Customer.</li> </ul> <p>If the customer chooses one of the options proposed by Combigo, he/she waives the right to use the unused tickets, and Combigo may request the cancellation of the unused tickets from the Carriers and the Customer may not obtain a refund from the Carriers.</p>
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## 6. Conditions of Transport

### 6.1. Relationship with the Carrier

The Customer acknowledges that the General Terms and Conditions of a Carrier apply unconditionally to the Customer's contractual relationship with the selected Carrier and that the Customer must inform himself of these General Terms and Conditions as well as the terms and conditions of carriage before entering into the Service Agreement and completing the Booking.

The Customer hereby acknowledges that the Transport Ticket(s) included in the Customer's Booking may not be part of the "loyalty programs" of the selected Carrier(s).

### 6.2. Connection

In the event that one of the journeys involves connections, the Customer must allow a sufficiently long period of time taking into account possible delays and/or any change of airport, railway stations, bus stations, for journeys with a connection or transit.

It is the Customer's responsibility to comply with the Carrier's instructions, in particular with regard to the submission deadlines for check-in. These deadlines may vary for passengers requiring special assistance. Combigo cannot be held responsible and will not be able to pay any fees whatsoever if a passenger is refused check-in for being late at boarding.

*6.2.1. A delay or cancellation of one of the Tickets causes a missed connection and the connection is covered by the Carrier.*

In the event that the Carrier proposes a solution for routing to the destination, the Customer shall choose the solution proposed by the transport company.



*6.2.2. A delay or cancellation of one of the Tickets causes a missed connection and the connection is marked as provided by Combigo*

The conditions of the Combigo Guarantee will apply to this connection, see paragraph on Combigo Guarantee.

### 6.3. Document Compliance

Combigo will provide the Customer with all the necessary documents for your trip. However, it is the Customer's responsibility to verify that they have received every document and that they comply with Carrier's General Conditions. Combigo is not responsible for any problems resulting from the Customer's failure to ensure that the Customer has all correct and adequate passport documents with sufficient validity (at least six months), visas or other travel documents required by the Carriers, any authority or the destination, including countries through which the Customer may only be transiting.

It is the Customer's responsibility to check the health regulations, visa requirements, entry and exit requirements, and legal requirements of the country with the local authorities for their final destination and connecting cities as if it were their final destination before making their booking. Each country has its own unique visa requirements and health regulations, Combigo cannot be held responsible for denied boarding.

However, Combigo is in no way obliged to advise the Customer, who must obtain information prior to placing the order, from the competent authorities, concerning all the information on the countries to be visited and the administrative and health formalities to be carried out, without forgetting the countries which may be crossed during stopovers or transits. The completion of these formalities and the resulting costs are the responsibility of the Client.

If the Customer has not received any documentation from Combigo or if the Customer believes that any part of the documentation is missing or inaccurate, the Customer must contact Combigo and inform Combigo immediately and Combigo will use its best endeavours to provide the Customer with all necessary documentation, however, such documentation shall be provided for the Customer's information only, but shall not give rise to any liability for Combigo.

All passengers must be in possession of valid identification in their name. Minor children must also be in possession of identity papers in their name.

## 7. Modification, Cancellation and Additional Services

Every Booking made on the Website must be considered non-refundable and non-changeable. However, the Customer may contact Combigo' Customer Service Department, which will free to choose to respond favorably, without any obligation and solely for commercial purposes, to any of the Customer's requests by refunding totally or partially, or by modifying the Booking.

### 7.1. Combigo' intervention fees

Combigo applies intervention fees for changes or cancellations. These fees are detailed in the paragraphs below.

### 7.2. Modification of the Ticket at the Customer's initiative

If the fare conditions of the ticket defined by the Carrier allow it, the Customer will be able to modify his Tickets. The Customer must contact the Customer Service agents to find out the modification fees imposed by the Carriers, to which Combigo's intervention fees will be added.

**Combigo charges a €50 fee per booking code modification in addition to the Carrier's fees.** If the Ticket booked on our website has multiple booking codes, the amount of Combigo' modification fee will be determined by the following formula:

Combigo' modification fee = €50 x number of booking codes

Combigo recommends to read the Carrier's terms and conditions directly on the Carrier's website. The Customer must make sure to read the Carrier's specific tariff conditions, in particular concerning modification and cancellation fees.

### 7.3. Cancellation of the Ticket at the Customer's initiative

If no mention is made, the tickets booked on the Combigo website are by default economy fares. Economy fares are non-cancellable and non-refundable at the Customer's initiative, as long as the flight, train or bus is maintained.

However, some Carriers allow the Customer to cancel the ticket and obtain a partial or full refund.

The Customer should contact the Customer Service agents to find out the amount refundable by the Carrier, from which Combigo' cancellation fees will be deducted.

Combigo recommends that the Customer reviews the Carrier's terms and conditions directly on the Carrier's website. The Customer must make sure to read the Carrier's specific tariff conditions, in particular concerning cancellation fees.

Whatever the reason for cancellation given by the Customer (Covid, ....), Combigo may apply its cancellation fees and the reason for cancellation will be subject to the cancellation and refund conditions of the Transport Companies.

For options and fees paid booked directly with the Transport Company, the Customer shall apply directly to the Transport Company. Only options paid with Combigo may be eligible for a refund according to the refund and cancellation conditions of the Transport Company.

Combigo' cancellation fees are as follows:

Total amount of the Ticket booked on Combigo.com	Combigo cancellation fees
0€ - 500€	75 €
500€ - 750€	100 €
750€ - 1000€	125 €
1000€ - 1250€	150€
1250€ - 1500€	200 €
1500€ - 2000€	250 €
2000€ - 2500€	350 €
2500€ - 3000€	400 €
3000€ - 3500€	500 €
3500€ - 4000€	550 €
4000€ - 4500€	650 €
4500€ - 5000€	700 €
5000€ - 5500€	800 €
More than 5500€	850 €

For travel origin or destination in the United States:

**In accordance with US Department of Transportation law, the 24-hour refund/reservation requirement for airlines** selling a ticket originating or terminating in the United States **does not apply to tickets booked through online travel agencies**. As a travel agency, Combigo therefore has no legal obligation to provide a full refund to the Customer, but will make every effort to obtain a full refund from the Carriers.

## 7.4. Modification/Cancellation of a trip following cancellation of a Ticket by a Carrier

### 7.4.1. *The Booking is composed of a single Ticket*

In the event that the ticket is cancelled or modified by the Carrier, the Carrier's terms and conditions will be applied regarding the refund or modification of the Ticket.

Combigo offers customer service assistance to advise or help find an alternative solution. A supplement may be requested to the Customer in the event that the alternative solution is more expensive than the previous Booking. In some cases, the Customer will be required to advance the full amount of the new itinerary solution and Combigo will take steps with the Carrier to obtain a refund of the cancelled ticket at the carrier's fare conditions.

### 7.4.2. *The Booking is composed of several Tickets (for example: one outward and one return trip, one outward trip composed of several Tickets).*

In the event that the ticket is cancelled or modified by the Carrier, the Carrier's terms and conditions will be applied regarding the refund or modification of the Ticket.

Combigo offers customer service assistance to advise or help find an alternative solution. A supplement may be requested to the Customer in the event that the alternative solution is more expensive than the previous Booking. In some cases, the Customer will be required to advance the full amount of the new itinerary solution and Combigo will take steps with the Carrier to obtain a refund of the cancelled ticket at the Carrier's fare conditions.

Combigo will not be held responsible in the event that the trip cannot be made following cancellation or modification of one of the tickets.

The Customer is responsible for checking whether their journeys are maintained or cancelled as soon as they have their login details for the various carriers' websites, i.e. the carrier's booking reference. The Customer is also responsible for contacting Combigo as soon as they become aware of any changes or cancellations so that Combigo can help them find a solution.

## 7.5. Additional Services

Combigo charges fees in addition to the price of the Carrier's service, whether it is paid or not, and this concerns the addition of services or services provided by Combigo after the ticket reservation has been made on the Combigo website.

List of Combigo fees according to the type of services:

- Online check-in: 25€/travel segment
- Adding luggage (hold luggage, hand luggage,...): 25€/luggage/travel segment
- Adding a specific meal: 25€/meal/travel segment
- Change of name or passenger: 50€/travel segment
- Reservation of a seat in the flight/train/...: 25€/seat/travel segment
- Other services or requests: 25€/travel segment

## **8. Right of Retractation**

Combigo informs the Customer that no right of retraction applies to the Booking of Tickets on the Website. Consequently, the conditions of cancellation and modification of the Tickets booked on the Website are provided in these Conditions of Sale.

## **9. Insurance**

No insurance is included in the prices offered on the Website. Combigo advises the Customer to take out an insurance contract covering the consequences of certain cancellations and an assistance contract also covering repatriation in case of accident or illness.

When booking on the Website, Combigo sometimes offers insurance policy formulas. The risks covered, as well as the cost of the policies and the amount of the guarantees are indicated for information purposes only. If an insurance policy is taken out, the insurance policy will be given to the Customer by e-mail and will be available during the Booking process. Claims must be declared, in accordance with the terms of the insurance contract, and are made directly to the insurance company.

## **10. Governing Law**

These General Terms and Conditions are governed by French law, without prejudice to the mandatory provisions of the law of the country in which the Customer is domiciled.

## **11. Responsibilities**

Combigo declares to have taken out insurance covering its professional and contractual liability.

Combigo will not be held responsible for the non-performance of the contract due to the Customer or due to an event qualified as force majeure by the competent courts or due to the unforeseeable and insurmountable fact of any third-party.

### **11.1. The Customer and the Website**

The Customer remains responsible for the terms and conditions of his access to the Website, in particular via the Internet network. This access may involve the payment of fees to technical service providers such as Internet service providers, which remain at the Customer's expense. In addition, the Customer must provide and be entirely responsible for the equipment necessary to connect to the Website.

The Customer acknowledges that the characteristics and constraints of the Internet do not make it possible to guarantee the security, availability and integrity of data transmissions over the Internet. Thus, Combigo does not guarantee that the Website and its services will operate without interruption or error. In particular, their operation may be temporarily interrupted for maintenance, updates or technical improvements, or to develop their content and/or presentation.

Combigo cannot be held responsible for any use made of the Website and its Services by Customers in violation of these Conditions of Sale and for any direct or indirect damage that such use may cause to a Customer or a third-party. In particular, Combigo cannot be held responsible for false declarations made by a Customer and for his behavior towards third-parties. In the event that Combigo is held responsible due to such behavior by one of its Customers, the Customer undertakes to indemnify Combigo against any sentence pronounced against it and to refund Combigo for every cost, in particular attorney's fees, incurred in its defense.

### **11.2. Booking on the Website**

Combigo shall not be liable for any damage, harm or loss arising from the actions or omissions in connection with transportation or from a Carrier or other third-parties. Nor is Combigo responsible for any damage, harm or loss resulting from Customer's actions or omissions contrary to these Conditions of Sale.



### 11.3. Force majeure

Neither of the parties can be held responsible, nor be considered as being in violation of the Conditions of Sale for any delay or failure in the execution of the contract resulting from events of force majeure, as defined by the jurisprudence of the French Law.

## **12. Intellectual Property**

Combigo is the sole owner of all the Elements present on the Website, in particular and without limitation, intellectual property and other Elements, data or information which are protected by French and international laws and regulations relating in particular to intellectual property.

Consequently, none of the Elements of the Website may be modified, reproduced, copied, duplicated, sold, resold, transmitted, published, communicated, distributed, broadcast, represented, stored, used, rented or exploited in any other way, whether free of charge or in return for payment, by a Customer or by a third-party, regardless of the means and/or media used, whether known or unknown to date, without Combigo' express prior written authorization.

The trademarks, logos and service marks displayed on the Website are the registered and unregistered trademarks of their respective owners. We use these marks solely for your convenience.

Combigo owns all rights in the Website and its content; including software, hardware, products, processes, algorithms, user interfaces, know-how, technologies, designs and any other tangible or intangible materials, or other information that We make available to You for providing the Services or using Our Website. Except as expressly provided in these Conditions of Sale, no explicit or implied license or right of any kind is granted to You with respect to the Services and/or Our Website, or any part thereof, including the right to obtain any source code, data or other Technical Elements in connection with Our Website. All rights not explicitly granted to You in these Conditions of Sale are reserved to Us. Any Work Products, developments, inventions, technologies or materials of any kind that We provide to You in these Conditions of Sale or in connection with the use of Our Website or any Service are Our exclusive property. You must not modify or decompile the software provided by Us for the provision of the Services and the operation of Our Website; You must not copy this software.

In addition, all copyrights, trademarks, design rights, database rights, patents and other intellectual property rights (whether registered or not) in and to the Website belong to Us and/or third parties. We do not grant You the right or license to use any trademarks, design rights, database rights, copyrights or any other rights concerning the content of any website owned or controlled by Us (or any third-party).

The use of any manual or automated process, software, scripts, robots (scrapping or direct connection to our APIs), for the purpose of extracting data from the Website, is strictly prohibited.

Any unauthorized use of the Website or of any of the Elements it contains will be considered as an infringement and will be prosecuted in accordance with the provisions of articles L.335-2 and following of the Intellectual Property Code.

## **13. Customer Service**

Please note that the Customer Service phone line operates in order of callers. The availability of the Customer Service hotline will be provided by Combigo, and Combigo will not be liable in the event that the hotline is unavailable.

For any questions or complaints relating to the Booking of a trip, the Customer may contact Combigo by email by filling out the form on the following page of our website: <https://www.combigo.com/en/contact> indicating his name, phone number and the subject of his request.

## **14. Data and Evidence**

### **14.1. Data**

The Customer is hereby informed that the personal data indicated as mandatory on the forms and collected as part of the Service described herein are necessary for the use of the Website. The Customer's personal data that Combigo collects from the Customer may include:

- the messages
- The email address
- The IP address (virtual address of his computer), for statistical use and to respond to a request from a judicial or administrative authority.
- the city of residence
- travel preferences
- searches and Bookings
- Personal data filled in on the booking form (civility, surname, first names, date of birth, e-mail address, telephone number, passport number, passport expiry date, Nationality)
- financial data relating to the Customer's bank account or credit card with Combigo' payment service provider, in the context of payment for Products and Services on the Website

The data may also be used to compile statistics to improve the Website's Services.

Combigo' privacy policy is available on the Website.

### **14.2. Evidence**

The data on computer or electronic media contained in Combigo' information systems and any other element relating to the use of the Website can be used in court as evidence in the same way as any written document.

## **15. Hypertext Links**

### **15.1. Outgoing hypertext Links**

Hypertext links available on the Website may refer to third-party Websites not operated by Combigo. They are provided solely for the convenience of the Customer, to facilitate the use of resources available on the Internet. If the Customer uses these links, he will leave the Website and agrees to use the third-party Websites at his own risk or, where applicable, in accordance with the terms and conditions governing them. Consequently, Combigo cannot be held responsible in any way for the Customer's use of these hypertext links.

The Customer acknowledges that Combigo does not control or contribute in any way to the terms of use and/or content applicable to or appearing on such third-party Websites. Furthermore, the Customer acknowledges that Combigo does not endorse, guarantee or assume responsibility for all or part of the terms of use and/or content of these third-party Websites.

Combigo advise the Customer to inform Combigo of any hypertext link present on the Website which would allow access to a third-party Website offering content contrary to the law.

### **15.2. Incoming hypertext links**

The Customer may not use and/or insert a hypertext link pointing to the Website without the prior written consent of Combigo, which will be studied on a case-by-case basis.

## 16. Dispute

All disputes to which the present Conditions of Sale may give rise, concerning their validity, interpretation, execution and consequences, must be notified in advance to Combigo in order to obtain an amicable solution.

If a complaint has been sent to our Customer Service department and the response provided does not meet Your expectations, the Customer may contact the “Médiation Tourisme et Voyage” through their website [www.mtv.travel](http://www.mtv.travel) or by post MTV Médiation Tourisme Voyage BP 80 303 75 823 Paris cedex 17.

Disputes that could not be resolved by amicable agreement will be submitted to the competent courts under the conditions of French common law.

In case of a successful (banking,...) dispute on the part of Combigo, Combigo may apply the following handling fees in addition to these standard handling fees:

Total amount of the Ticket booked on Combigo.com	Combigo dispute fees
0€ - 500€	100 €
500€ - 750€	125 €
750€ - 1000€	150 €
1000€ - 1500€	200 €
1500€ - 2000€	250 €
2000€ - 2500€	350 €
2500€ - 3000€	400 €
3000€ - 3500€	500 €
3500€ - 4000€	550 €
4000€ - 4500€	650 €
4500€ - 5000€	700 €
5000€ - 5500€	800 €
More than 5500€	850 €

## **17. Approval of the Conditions of Sale**

The Customer acknowledges having carefully read the present Conditions of Sale. The use of the Website implies full and complete approval of the Conditions of Sale. These Conditions of Sale may be modified or supplemented at any time.

As the Conditions of Sale may be subject to subsequent modifications, the version applicable to Your Booking is the one in force on the Website on the date the order is placed. Combigo will ask the Customer to confirm at the time of Booking that the Customer accepts the most recent version of these Conditions of Sale. If the Customer does not agree with any changes that Combigo will make to these Conditions of Sale, the Customer must stop using the Booking Service and the Website.