

Terms and Conditions of Use

for the online platform <https://www.bus-et-clic.com>

The website www.bus-et-clic.com is administered by VFD, registered in the Grenoble business registry under the number 2005 B 00856 - Siret number: 482 645 058 000 17. Our registered office is at: 14 rue du Lac CS 20105, 38120 Saint Egrève, France. CEO: Mr Laurent Lejeune. In compliance with current requirements, this website is subject of a declaration filed with the CNIL (French National Commission for Information Technology, Data Files and Civil Liberties) under the number: 1546337 v 0.

Online data collection form

This form is activated when an account is created at <https://www.bus-et-clic.com> before payment for a purchase is made. The information collected enables us to send coach tickets to the Customer. It can also be used to inform the Customer of changes to existing services or of new services. This information is intended for the sole use of VFD. In compliance with the terms of Article 34 of the law on 'Information Technology, Data Files and Civil Liberties' and Article 13 of these Terms and Conditions of Use (relating to the General Data Protection Regulation applied by VFD), customers have the right to view, modify, rectify and delete any personal data pertaining to them. In order to exercise this right, the Customer can contact us by email at contact.busetclic@vfd.fr or by letter at: VFD – 14, rue du Lac – 38120 Saint Egrève – France.

Article 1. DEFINITIONS

For the purposes of these Terms and Conditions:

"VFD" refers to the company VFD which is registered with the French national business registry under the number 482 645 058 000 17 and is registered in this regard, with the Commercial Court of Grenoble. VFD's registered office is at 14, rue du Lac – 38120 Saint Egrève, France. It provides a travel ticket booking and purchase service under the trade name "bus-et-clic".

'Portail bus-et-clic.com' refers to VFD's website which enables the Customer to book and buy travel tickets online.

'Customer' refers to a physical person using the www.bus-et-clic.com website for non-commercial purposes and to book and buy travel tickets online.

'Accredited call centres' refers to VFD service providers responsible for providing travel times and for carrying out travel ticket bookings, purchases and deliveries for bus-et-clic.com online Customers.

'Basket' refers to purchases made by the Customer and confirmed by payment of the total amount due.

'Reseller network' refers to the VFD points of sale and consignees licensed by VFD to book and sell travel tickets for VFD.

'Public coach services operated by VFD' refers to all the public coach services operated by VFD, including:

- Aérocar services: Grenoble – Geneva Airport
- all Transalitude network services
- Grandes Alpes service: linking Les 2 Alpes/Alpe d'Huez

Article 2. PURPOSE

These Terms and Conditions of Use set forth the contractual basis for all exchanges between VFD and the Customer. They shall apply to all the services offered on the bus-et-clic.com booking engine.

Article 3. SCOPE

The services offered on the bus-et-clic.com booking engine are for the sole use of the Customer who has read and accepted these Terms and Conditions in full either by clicking on the *'I have read and agree to the Terms and Conditions of Use'* button on the bus-et-clic.com booking engine or, if needs be, by verbal agreement on the telephone.

VFD reserves the right to modify these Terms and Conditions at any moment and without prior notice. Any such modification shall not be applicable to bookings accepted by VFD prior to the modification date.

The Customer agrees to adhere to the specific terms and conditions of the different public coach services operated by VFD and featured on the bus-et-clic.com booking engine. The Customer also agrees to pay all amounts due and to accept the liability conditions concerning the availability of the Products and Services offered.

Article 4. SERVICE DESCRIPTION AND AVAILABILITY

4.1

VFD provides the Customer with timetables for the different public coach services operated by VFD on the following websites:

- www.transalitude.fr
- www.vfd.fr

After having viewed the timetables currently in effect on one of the three websites mentioned above, the Customer is redirected to the bus-et-clic.com booking engine to book and pay for selected travel tickets.

The Customer can also benefit from this service via the Call and booking centres and our reseller network.

4.2

The bus-et-clic.com booking engine can be accessed 24/7.

However, owing to the nature of the Internet, VFD cannot guarantee this website's availability at all times and shall not be held liable in this regard. The Customer shall not seek any compensation for any direct or indirect damage arising from any interruption of services.

5. Article 5. ORDERING & RECEIVING TICKETS

5.1.

Customers may book and order tickets:

- via the bus-et-clic.com booking engine, via our contact centres and via our network of agencies right up to the last minute before departure and subject to availability.

5.2

On the bus-et-clic.com booking engine, the Customer has the following choices:

- arrival and departure locations;
- outward and/or return journey dates and times;
- the number of passengers and;
- the fare per passenger from the ticket price offering for the selected route.

The Customer provides the following information: - last and first name of each passenger.

Before the Customer completes any order, they will need to create an account and will need to give certain information:

- their last name;
- their first name;
- a phone number;
- an e-mail;
- a password;
- a security code provided by the website;
- whether they want to receive offers from VFD partners or not and;
- a confirmation that they agree to the Terms and Conditions of Use of the bus-et-clic.com booking engine.

The Customer shall ensure that the information they provide is true and accurate at the different order stages.

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All online payments made on the bus-et-clic.com booking engine need to be made using a bank card.

VFD debits the card in real time. The payment is perfectly secure.

At payment, a window appears in which the Customer chooses the type of card to use (CB (France), Mastercard, Visa) for the transaction via PayBox's secure system.

Once this window has been validated, the Customer enters their bank card details.

When the order has been received, the Customer is sent:

- an email from PayBox confirming that the payment has been received and;
- an email from the bus-et-clic.com booking engine containing a payment receipt with the order reference and details.

5.3

On the bus-et-clic.com Booking engine, the Customer will see their payment confirmation with booking and journey details.

The Customer may then print their e-tickets in PDF format.

If ever an internet connection problem occurs before the e-tickets can be printed, the Customer simply returns onto the bus-et-clic.com booking engine and signs in to their account again. They can then view their orders and print their travel ticket(s) by clicking on the purchased product.

The Customer is responsible for printing their e-ticket before departure. The ticket must be printed on white A4 paper (21 cm x 29.7 cm), in its original size and in portrait format (vertical).

The print must be of good quality. Partially printed, soiled, damaged or illegible tickets will not be accepted by the coach driver and will be deemed invalid. The Customer is permitted, if necessary, to show their ticket on an electronic device at boarding (e.g. iPhone, tablet, laptop).

5.4.

If an order is made via telephone at our Call and booking centre, the phone operator will give the Customer a verbal summary of their order which the Customer must accept before confirmation.

The Customer will then receive an e-mail containing a payment receipt with their order details and reference.

The Customer then uses this payment receipt to print their travel ticket by clicking on the hyperlink for the purchased product.

In the event of the Customer not possessing an e-mail address, the order details (summary and travel ticket) will be sent by post to the delivery address given when ordering.

In the event of the Customer not receiving their travel ticket(s) on time and before their departure date, they should contact the Call and booking centre where the order was placed.

Article 6. FINANCIAL CONDITIONS

6.1

The prices featured on the bus-et-clic.com booking engine are in Euros (€) and all taxes included.

The prices are subject to change at any time by VFD.

6.2

Payment of orders placed on the bus-et-clic.com booking engine using a bank card is processed by PayBox, an SSL secure payment system.

Accepted bank cards are represented on screen by an icon at payment. VFD guarantees the secure handling and confidentiality of payment-related user data.

VFD uses SSL encryption on its bus-et-clic.com booking engine to ensure that exchanges and transactions are secure. All personal data required for processing orders, such as postal addresses, e-mail addresses, and bank details, are encrypted when they are entered on the website.

6.3

Payment for orders placed via Call and booking centres is made exclusively using a bank card.

Article 7. PROOF OF ORDER

The payment received confirmation email sent by PayBox and the email sent by the bus-et-clic.com booking engine contain a payment receipt where the order details and reference appear and thereby act as proof of order.

Article 8. MODIFICATIONS

For information concerning cancel and refund requests, please read article 10 of these Terms and Conditions of Use.

Article 9. LOSS AND/OR NON-USE

In the event of one or more ordered travel tickets being lost or remaining unused on the travel date for which they were purchased, and in the event of the Customer not cancelling the ticket(s), the ticket(s) shall not be exchanged or refunded, notwithstanding the means by which they may have been ordered.

Article 10. TICKET REFUNDS AND AMENDMENTS

Refunds for an order purchased online at <https://www.bus-et-clic.com> : Customers may be refunded for tickets directly online.

Requesting a refund

Tickets purchased at a ticket agent's or paid for using an 'e.Carte Bleue' (online debit card) cannot be refunded online.

Conditions for ticket order refunds:

- Ticket orders may be refunded as of the day after the purchase (after midnight on the day of purchase).
- Refund requests must be submitted at least ten hours before the earliest of the departure times indicated on the tickets purchased within that order. Any 'last minute' bookings, made within ten hours of the coach departure time, cannot be refunded.
- Online ticket order refund requests are free of charge and irreversible.

- If one ticket is refunded, any tickets contained in the same order are also refunded (e.g. a 'Return' ticket may not be partially cancelled).

- Tickets may not be refunded if they are included in a SKILIGNE OFFER or are on PROMOTION (one-off discount, etc.).

Refunded tickets are rendered null and void in the online database system and will be refused if used for travel.

Procedures for requesting a refund for an online purchase

The Customer:

- signs in on the website used to purchase the tickets (email and password);
- opens their account order history;
- opens the 'Order details' for the order to be cancelled and;
- selects the 'REFUND' option at the end of the order.

Confirmation of refunds

- The Customer receives an e-mail:
- confirming that their refund request has been received;
- confirming that their order has been refunded. The refunded amount should appear in their bank account within 48 hours.

Refund request via post

The Customer may submit a refund request by post for their order, in exchange for returning non-used travel tickets, 48 hours before the coach departure time (postmark taken as proof of postage). The travel tickets must be sent with the request.

The letter must be addressed to:

VFD - Customer Claims Service - 14, rue du Lac - 38120 Saint Egrève - France.

The refund request will be processed as soon as VFD receives the Customer's letter.

No refund can be made if the date the refund request is received falls after the projected journey departure date(s). The Customer will hence be subject to Article 9 of these Terms and Conditions.

Refunding will be applied to all the tickets contained in the same order (e.g. a 'Return' ticket may not be partially cancelled).

Changes to bookings

The Customer may amend a ticket booking.

Changing a booking

- Changes to bookings are free of charge.
- Amendments may be made at <https://www.bus-et-clic.com> up to ten hours before the departure time on the ticket to be amended (ticket booked 'last minute', i.e. less than ten hours and up to 15 minutes before the coach departure time, cannot be amended online).
- Tickets may be amended at an agency up to two hours before the departure time on the ticket to be amended.
- Tickets may not be amended if they are included in a SKILIGNE OFFER or are on PROMOTION (one-off discount, etc.).
- Tickets purchased on board may not be amended.
- A ticket that has already been used (punched at boarding) may not be amended.
- A booking may only be amended for the same type of booking in terms of travel, prices and overall price.
- For orders containing tickets for several passengers, amending tickets for just a few passengers is not possible. Amending either the 'Outward'

or the 'Return' part of an order includes the 'Outward' or 'Return' tickets for all the passengers within the order.

- Changes to a booking may only be made if the ticket to be amended is still on sale (in compliance with the sales terms applicable on websites and at points of sale).
- The original tickets that have been amended are rendered null and void in the online database system and will be refused if used for travel.

Amendment requests for tickets purchased at an agency

The Customer simply goes to an agency with the travel tickets they want to change.

Amendment requests for tickets purchased via our Call Centre

The Customer simply calls the Call Centre back with their order reference and/or their e-mail address and customer account password.

Amendment requests for tickets purchased at <https://www.bus-et-clic.com>

A booking made at <https://www.bus-et-clic.com> may be amended by the Customer:

- at <http://www.bus-et-clic.com>
- at a ticket agent's
- by calling an accredited Call Centre

Procedures for amending a booking online at <https://www.bus-et-clic.com>

The Customer:

- signs in on the website used to purchase the tickets (by entering their email and password),
- opens their account order history;
- opens the 'Order details' and;
- selects the 'Exchange' option at the end of the order.

Article 11. MISCELLANEOUS

11.1

In the event of one of the provisions in these Terms and Conditions being found null and void owing to an existing or future legal or regulatory provision, or a legal ruling by the courts carrying the authority for the matter judged and emanating from a competent jurisdiction or authority, this provision would then be considered as unwritten, whereas any or all other provisions of these Terms and Conditions of Sale between the contracting parties, would retain their mandatory force.

11.2

In using our service, the Customer agrees to the Terms and Conditions of Use of the bus-et-clic.com booking engine.

Article 12. GOVERNING LAW, JURISDICTION AND MEDIATION

This Contract is subject to French law. Any dispute that may arise from the interpretation, performance or termination of this Contract shall oblige the contracting parties to endeavour to settle their dispute amicably. If the dispute cannot be settled out of court, it shall be referred to the Commercial Court (Tribunal de Commerce) of Grenoble, notwithstanding a plurality of defendants or an impleader. **Mediation:** After having contacted VFD's Customer Services located at 14 rue du Lac, CS20105, 38120 SAINT EGREVEcedex, France, and not having received a satisfactory reply within 60 days, the Customer can lodge a complaint with the French *Médiateur du Tourisme et du Voyage* (mediator), whose contact details and complaint procedures are available at www.mtv.travel. The Customer can alternatively contact the mediator directly by post: MTV Médiation Tourisme Voyage, BP 80 303, 75823 Paris Cedex 17, France.

Article 13 - General Data Protection Regulation

When the services provided by the website <https://www.bus-et-clic.com> are used, VFD, as the data controller, may collect and process its customers' personal data. VFD cares deeply about complying with the rules for protecting the privacy of its customers and the visitors to its website. All processing of personal data undertaken in the provision of services complies with governing data protection law and particularly the provisions of the General Data Protection Regulation (Regulation EU 2016/679). VFD never sells or transfers your personal data to a third party for any other purpose than to fulfil the online services it provides.