

GENERAL CONDITIONS OF SALE No. CGV-062018-DJ-US - XL AIRWAYS FRANCE

DEFINITIONS	2
I. SCOPE OF APPLICATION	2
II. CHARACTERISTICS OF TICKETS	3
III. PRICES AND PAYMENT	6
IV. MODIFICATION, REFUNDING AND CANCELLATION OF TICKETS	7
V. SALES OF ADDITIONAL SERVICES.....	11
VI. COMPLAINTS AND REFUNDS.....	16
VII. PARTNERSHIPS	17
VIII. DATA PROTECTION.....	17
IX. LEGAL PROVISIONS AND APPLICABLE LAW	18
Appendix 1: Service charges.....	20
Appendix 2: Nonrefundable charges and taxes	21

DEFINITIONS

- a. The terms "we" and "us" refer to XL Airways France:

Legal form: Public limited company (*Société Anonyme*) with share capital of €17,997,200
Address: BP 13760, 95727 Roissy CDG Cedex, France
Registered in the Bobigny Company Register under number 401 858 659
French data protection authority (CNIL) authorization number 1430699
Carrier code shown on Tickets: SE

- b. The term "you" refers to any person who books, purchases and/or benefits from a Service.
- c. The term "General Conditions of Sale" refers to these general conditions of sale, No. CGV-062018-DJ-US, composed of clauses I to IX, the appendices and the General Conditions of Carriage, which are included by reference. The General Conditions of Carriage form an integral part of the General Conditions of Sale.
- d. The term "General Conditions of Carriage" denotes the general conditions of carriage of XL Airways France with reference number CC-062018-DJ-FR or any other document that subsequently replaces them.
- e. The term "Additional Service" denotes Seat Selection or the purchase of an excess baggage allowance or the purchase of specific meal or any other service incidental to the flight itself, and for which we have received payment in addition to payment for the flight itself.
- f. The term "child" denotes a minor who is over two years of age and has not reached his or her twelfth birthday by the time the journey starts.
- g. The term "coupon" denotes the part of the ticket identified as "valid for travel" or, in the case of an e-ticket, the electronic coupon indicating the exact points between which you, the Passenger, are to be carried.
- h. The term "day" shall be understood to mean a "calendar day" unless otherwise specified.
- i. The term "infant" denotes a minor who has not reached his or her second birthday by the time the journey starts.
- j. The term "service" denotes a journey by air or an Additional Service.
- k. The term "website" refers to www.xl.com/us, www.xl.com/en or/and www.xl.com including mobile versions or any other versions developed on a different computer support.
- l. The term "ticket" refers to the document, in paper or paperless (including electronic) form, which confers a right to travel and which is issued by our agent or by a third party. It constitutes the Contract of Carriage.

I. SCOPE OF APPLICATION

1. The General Conditions of Sale concern the services described here, which are offered to consumers or non-business users via various distribution channels:
- 1.1. On the websites www.xl.com; www.xl.com/en; www.xl.com/us; including mobile versions or any other versions developed on a different computer support
 - 1.2. Through our accredited representatives or agents, such as travel agencies;
 - 1.3. By telephone using the following numbers:
 - For France: 0892 692 123 (0,35€/minute + price of the call)
 - For other European countries : +33 3 51 86 00 22
 - For the USA: 877 496 98 89
 - For Mexico : 01 800 501 82 12
 - For Israel : +972 768 029 029
2. The General Conditions of Sale do not apply to:

- 2.1. Sales to any corporation with which we are doing business;
 - 2.2. Contracts of carriage formalized by paper or electronic control cards issued under a chartering agreement between us and a tour operator;
 - 2.3. Sales made by unauthorized third parties with whom you have agreed different terms and conditions of sale. In such cases, your only point of contact in relation to your ticket is that third-party seller. However, the General Conditions of Carriage are still applicable to your journey. If you consider that the seller has not properly informed you of the General Conditions of Carriage applicable to your journey, you must contact him. If you or your luggage are not transported, or not properly transported, you must make a complaint to us in writing within the time limit laid down under the applicable law. These time limits are given in the General Conditions of Carriage.
3. The booking and purchase of services is open only to people who have unconditionally accepted the General Conditions of Sale in their entirety. The General Conditions of Sale form an integral part of the contract concluded with us.
 4. By booking or purchasing a service:
 - You certify that you have checked beforehand that the services concerned meet your requirements.
 - You certify that you have (i) downloaded the General Conditions of Sale onto a permanent and sustainable medium; or (ii) printed them so that you can refer to them later, in particular during the performance of the purchased service.
 5. The General Conditions of Sale shall take effect on June 25th, 2018 and govern all new bookings. This edition supersedes the previous edition.

II. CHARACTERISTICS OF TICKETS

Here, we detail all the general points applicable to all tickets, as well as certain points specific to certain tickets. However, before making your purchase, you should refer to the General Conditions of Carriage, or contact us.

1. Non-transferability of tickets

- 1.1. Tickets bear the name of their holder and may not be transferred.
- 1.2. You must produce proof of identity, such as a national identity card or a passport, whenever asked.
- 1.3. The spelling of names, civility, and inversions first name-surname may be corrected, subject to the payment of:
 - €80 per intervention and per ticket for a long-haul destinations; or
 - €50 per intervention and per ticket for a short- or medium-haul destinations (including Tel Aviv).

In all cases, the request must reach us no later than 72 hours before the scheduled departure of the flight.

- 1.4. If the ticket was purchased by telephone from the call centers or on one of our websites www.xl.com; www.xl.com/en; www.xl.com/us; the correction request must be made by telephone to one of our call centers (refer to article II.1.3) or by email using the address www.xl.com/contact. or on their English versions "<https://www.xl.com/us/contact-us>" or "<http://www.xl.com/en/contact-us>". When the purchase has been made by other means, corrections may only be requested from the agency that issued the ticket.

2. Validity of tickets

Unless otherwise specified on the ticket, in these General Conditions of Sale or in the applicable fares, a ticket shall be valid for:

- One year from its date of issue;
Or
- One year from the date of the first journey indicated on the ticket, provided that the first journey takes place within one year following the date of issue, whichever is later.

3. Flight times, routes and connections

- 3.1. The complexity of air transport operations is such that we cannot always guarantee strict compliance with scheduled flight times. Nevertheless, we undertake to do everything necessary to transport you and your luggage with reasonable care.
- 3.2. Connections are not guaranteed. Consequently, if you are organizing your travel to your airport of departure or from your airport of arrival yourself, we advise you to book exchangeable or indeed refundable travel tickets in order to avoid any risk of financial loss.

4. Passengers with special needs

The carriage of persons with reduced mobility cannot be refused, unless otherwise provided by the European regulations or the regulations applicable to the journey concerned.

4.1. Infants:

Two types of infant tickets are available depending on the applied price reduction:

4.1.1. The infant ticket with a 90% price reduction of the adult fare:

- This ticket does not include a seat on the airplane. The infant must travel on the knees of a self-sufficient adult. Refer to the General Conditions of Carriage.
- This ticket allows the transport of one (1) piece of luggage in the cabin up to a maximum of five (5) kilos.
- This ticket does not allow the transport of a checked baggage, except in some cases for some flights.

4.1.2. The infant ticket with a 25% price reduction of the adult fare (or a 33% price reduction of the adult fare for flight from/to French overseas departments):

- This ticket includes a seat on the airplane. However, you must nonetheless provide at your own cost a baby seat approved for air transport which can be fixed on the seat of the airplane;
- This ticket allows the transport of one (1) piece of luggage in the cabin up to a maximum of five (5) kilos
- This ticket allows the transport of checked baggage.

4.2. Children traveling alone

- Unaccompanied minors: Minors who have reached the age of 5 but have not yet reached the age of 12 by the time the journey starts and who are traveling alone must be declared to us prior to purchase of the ticket. Unaccompanied children can only be carried if we have given you our consent before you make your purchase.

To purchase a ticket for unaccompanied minors, contact:

- Our call centers (refer to article II.1.3)
- The email address: for the USA XLAirways_fr@apg-usa.us
- Any travel agency.

- Minors who have reached the age of 12 may travel alone without any special assistance. However subject to the Carrier's consent at least three (3) business days before the day of the first departure and payment of an additional fee, minors over 12 years and less than 17 years may be treated as Unaccompanied Minors. Booking is only available by phone (see contact details above).

4.3. Passengers with reduced mobility/Disabled passengers

- If you need special assistance due to a disability or reduced mobility, you must contact us as early as possible. We strongly recommend that you inform us of your presence and needs at least 48 hours before the scheduled departure of the flight.
- We recommend that you contact us **before purchasing your ticket** so that we can check that our airline will be able to meet your requirements. If your ticket is already purchased and we are unable to meet the conditions of carriage, we will refund the purchase price.
- Subject to the applicable law and regulations, we may ask for you to travel with an accompanying person if the presence of such a person is necessary (i) for your safety or (ii) for your health or (iii) if it appears that you do not understand the emergency evacuation instructions or (iv) if you are not able to exit the aircraft unassisted in the event of an emergency evacuation. Refer to the General Conditions of Carriage. In some circumstances, we may charge the carriage of the safety assistant. Please contact us.

See more information in the conditions of carriage.

4.4. Corpulent passengers

- Corpulent passengers may be allocated an additional seat free-of-charge if the seat is available at the time of check-in on the day of the flight. However, we may refuse to allow you to travel if a second seat is unavailable in the class in which you are traveling. We therefore recommend that you purchase a second seat when making your initial purchase.
- The choice of two seats side-by-side may be limited due to restricted availability or the layout of the aircraft, as some seats have fixed armrests. Contact us prior to your purchase.

5. Luggage

Each ticket entitles the holder to carry a certain number of items of luggage(s), subject to the weight and size restrictions set out in the General Conditions of Carriage and stipulated on your ticket, the "allowance". If you exceed these allowances, you will be liable to pay additional charges as specified in the General Conditions of Carriage.

XL Airways France checks in your luggage to the destination shown on your XL Airways France ticket. If you have a ticket with another airline after your XL Airways France flight that takes you to a destination different from the one indicated on your XL Airways France ticket, you must collect your luggage and re-check for your next connection. Please make sure you comply with the immigration formalities of your XL Airways France flight destination.

6. Animals

- The carriage of animals is subject to our prior approval and to the payment of the applicable fee for the carriage of your animal. Service animals are carried free-of-charge.
- The list of animals accepted on our flights and the applicable restrictions to their carriage are stated in the General Conditions of Carriage.
- Even if we have agreed to carry an animal, if the conditions of carriage specified in the General Conditions of Carriage are not met on the day of the flight, your animal will not be carried. If you are not responsible for this non-compliance, it may be carried on another flight free of charge, or you will be reimbursed.

III. PRICES AND PAYMENT

1. Lower prices may be available through other distribution channels. They may vary in particular due to the service charges applied by the seller. The prices offered are only guaranteed once full payment has been received, or, as the case may be, after a booking reference has been issued. If you book without paying for your ticket within the specified time limit, we may cancel your booking.
2. The fare corresponds to a journey from the airport of departure to the airport of arrival, as indicated on the ticket, in the travel class booked. All other transports and services are not part of the contract. The fare is that applicable to your journey at the time of booking, for the dates and travel class requested and for the number of people indicated in your request. If the conditions of your fare so allow, you may change your date of travel, but this may be subject to an additional charge.
3. The fare is based on the information you supply and you must provide the necessary supporting documents to prove your eligibility for the fare selected.
Some examples (not an exhaustive list):
If you purchase a ticket for a child aged under two years, you must provide proof of the child's age. If you do not do so, you may have to pay the fare applicable on the day of travel.
If you pay a group rate and your group is reduced in size such that you no longer meet the conditions to benefit from this rate, each ticket-holder must pay the additional price applicable on the day of travel.
4. Some services are optional.
5. Fares include airport taxes and other charges related to air transport known on the date of purchase, as well as any charges added by the airline (the "Carrier Imposed Charges" such as YQ). These are generally identified separately on the ticket. Some taxes, in particular exit taxes, are not included. These are payable at your destination, in the local currency or in US dollars.
6. Service fees apply to your purchase. These are detailed in Appendix 1 for sales made via our distribution channels. If you purchase tickets from sellers not accredited by us, these sellers may apply different service charges. Find out what these charges are before starting the booking process with them.
 - 6.1. For sales made via the websites or via our call centers, the service charges payable per person are included in the price published on the websites www.xl.com/us.
 - 6.2. The service charges applicable to sales made via the American call center are higher than those applicable to sales made via the websites, and the final fare to be paid booked by phone may therefore be higher than the published fare; Refer to Appendix 1.
7. We collect taxes and charges on behalf of States, authorities and airports (YQ taxes shall not be considered a tax or a charge). These taxes and charges are paid to these States, authorities and airports in their entirety. They may be revised at any time without prior notice, even after you buy your ticket. By accepting the General Conditions of Sale, you consent to such revisions. If you do not travel and your ticket is no longer valid, only the individualized taxes and charges will be refunded to you upon request. Refund should take place within 30 days from the receipt of the request. Depending on your destination, some charges or taxes are not refunded (see Appendix 2). Only the taxes and charges which are collected because of the passenger boarding will be refunded. Costs may apply. They will be automatically deducted from the refund. Costs will not exceed 20% of the refund.
8. You must pay the fare, Carrier Imposed Charges and the taxes, duties, charges and supplements in the currency of the country in which the ticket was issued, unless we indicate at or before the time of payment that you must use another currency. We may decide to accept payment in another currency.
9. If you use a payment card issued by a foreign bank, this bank may apply additional conversion charges.

10. The order of use of the flight coupons governs the pricing of each ticket. The coupons must therefore be used in sequential order (coupon 1 must be used before coupon 2, etc.).
 - 10.1. If the coupons are not used in sequential order, we will recalculate the fare applicable to your new itinerary and you must pay the additional charge applicable to the route you actually followed. (if your ticket is non changeable, you will not be allowed to change the sequential order of the coupons, your ticket will be lost and you will have to buy a new ticket). If your ticket is changeable:
 - The price can be higher to the price initially paid
 - And if you refuse to pay the additional fee applicable to your new journey, you will not be allowed to board. You will, however, still be entitled to use your ticket if you follow the initial route on the date shown on your ticket.
 - 10.2. To change the order in which coupons are used, you must contact us by telephone no later than 48 hours after the departure time of the flight that has not been used and pay the additional fee and service charges (please call our call centers during their opening hours). If we find that coupon 1 has not been used and you have not contacted us within the allotted time, coupon 2 is canceled. If you contact us after the deadline, subject to availability of seat, coupon 2 may nevertheless be issued again subject to the payment of the additional fee as well as the service charge.
 - 10.3. Example: you buy a ticket consisting of coupon 1: Paris CDG – New York JFK and coupon 2: New York JFK - Paris CDG. You will not be able to travel on the New York JFK - Paris CDG flight until you have flown on your Paris CDG- New York JFK flight. If you have not traveled on the flight Paris CDG - New York JFK, and subject to your initial ticket being changeable, you must contact us within 48 hours after the departure time of the flight that has not been used (time shown on the ticket) to ensure that you keep your booking on the flight New York JFK - Paris CDG. You will have to pay the applicable fare for the trip you wish to take. If you do not contact us within the time limit, your transportation on the New York JFK - Paris CDG route is canceled and you take the risk that the place is sold.
11. The only payment cards accepted are Visa and Mastercard.
12. When you pay, and when you check in at each airport of departure, we may require you to show us:
 - 12.1. A copy or the original of the payment card used to pay for your ticket;
 - 12.2. A copy or the original of the identity document of the holder of the payment card;
 - 12.3. A declaration from the card-holder confirming authorization to use his/her card to purchase the ticket concerned.If you are not able to provide these documents, the ticket may not be issued or we may deny your boarding.
13. When a cash payment is made, additional fees and / or commissions may apply. They are at your expense. We do not accept payments by check.

IV. MODIFICATION, REFUNDING AND CANCELLATION OF TICKETS

1. Depending on its fare category, a ticket may be modifiable and/or refundable.
2. The conditions for the modification and refunding of unused tickets are specified in the table below.
3. **Carrier Imposed Charges (including YQ charge) can only be refunded when the fare is refundable.**
4. **Service fees (unless the cancellation is made by the seller) and/or insurance or assistance charges are not refundable.**

5. Right to withdraw and free booking option on some flights.
You do not have the right to withdraw from the purchase of your tickets and the services incidental to your journey (including additional services).
 - 5.1. However, when a booking is made a week or more before the scheduled departure of the flight via our website www.xl.com/us or our American call center, and only for flights to or from the United States, we allow you to place an option on the fare offered at the time of your booking for a period of 24 hours.
 If you pay during this 24-hour period, we guarantee the fare booked for the people included in the booking. If you do not pay during this period, your booking will automatically be canceled and you must make a new booking at the fare available at the time of your new booking. This fare may be lower or higher.
6. We recommended that our customers take out insurance. If the customer has taken out an optional insurance policy, he or she must comply with the applicable procedures set out in the general and specific conditions of the insurance policy concerned.
7. Discounts specified in the table below only apply on Fare. Discounts do not apply on Carrier Imposed Charges, taxes and fees.

Fare type	Description	Fare rules
<p>ECO PROM</p> <p>Booking classes E/U/X</p>	<p>Ticket is non-refundable, no changes permitted.</p>	<p>Ticket is non-refundable, no changes permitted. The fare is valid only for dates shown on the ticket. The flight coupons must be used in chronological order. Infant discounts (less than 2 years old): a) 90% discount on the Eco Prom fare (excluding taxes) on all long haul flights, without seat; b) infants travelling with seat, no discount (adult fare applies)</p> <p>When combining on a half roundtrip basis the penalty rules for each fare component apply respectively.</p> <p>For services onboard please check flight description on our website and General Sales Conditions.</p> <p>Baggage allowance for this fare: (I) one piece of luggage max 15KG for adults, children and infants with seat on flights departing from Jinan (China), or (II) one piece of luggage with a maximum weight of 23 kilos for each adult, child or infant with seat when flying from/to French West Indies and Reunion Island or (III) one piece of luggage max 20KG for adults, children and infants with seat from/to all other origins/destinations. (IV) for infants without seat, one piece with a maximum weight of 10 kg for all long haul flights.</p> <p>In cabin: one piece of carry-on luggage max 5KG for adults, children and infants. For more information, please refer to XL AIRWAYS General Conditions of Carriage.</p>

ECO STANDARD

Booking classes
V/H/T/L/M/Q/W

Ticket is non-refundable, changes permitted according to fare rules.

Ticket is non-refundable. In that case, in addition to the potential fare difference, modification fee applies as follows: EUR 90/USD 120 per ticket for flights to/from French West Indies, Reunion Island and EUR 130/USD 175 per ticket on long haul flights. Beyond, and latest 12 hours before second original flight departure, in addition to the potential fare difference, modification fee applies as follows for second coupon modification only: EUR 90/USD 120 per ticket for flights to/from French West Indies, Reunion Island, and EUR 130/USD 175 per ticket on long haul flights.

Less than 12 hours before originally scheduled second flight: no changes permitted. In all cases, in addition to the penalty fee, any change of reservation may cause an additional charge if the original booking class is not available on the new flight selected. The fare is valid only for dates shown on the ticket. The flight coupons must be used in chronological order.

Any use of the ticket coupons in a non chronological order will cause, in addition to the potential fare difference an additional charge of EUR 90/USD 120 on flights to/from French West Indies, Reunion Island, EUR 130/USD 170 on other long haul flights.

Discount for infants (less than 2 years old): a) 90% discount on the Eco Standard fare (excluding taxes) on long haul flights, without seat, b) with seat, discount for children apply.

Discount for children (between 2 and less than 12 years old): 25% discount on the Eco Standard fare without taxes on long haul flights and 33% discount on the Eco Standard fare without taxes on flights to/from French West Indies and Reunion Island.

Discount for passengers from 12 to under 26 years on flights to/from French West Indies, Reunion Island and Mayotte: 10% discount on the Eco Standard fare without taxes, discount is non-combinable with any other promotional fare.

Discount for seniors over 60 years on flights to/from French West Indies and Reunion Island: 10% discount on the Eco Standard fare without taxes, discount is non-combinable with any other promotional fare. When combining on a half roundtrip basis the penalty rules for each fare component apply respectively.

For services onboard please check flight description on our website and XL AIRWAYS General Sales Conditions.

Baggage allowance for this fare: (I) one piece of luggage max 15KG for adults, children and infants with seat on flights departing from Jinan (China), or (II) one piece of luggage with a maximum weight of 23 kilos for each adult, child of infant with seat when flying from/to French West Indies and Reunion Island or (II) one piece of luggage max 20KG for adults, children and infants with seat from/to all other origins/destinations. (IV) for infants without seat, one piece with a maximum weight of 10 kg for all long haul flights.

In cabin: one piece of carry-on luggage max 5KG for adults, children and infants. For more information, please see XL AIRWAYS General Conditions of Carriage.

ECO FLEXIBLE
 Booking classes
 Y/S/K

Ticket is refundable and changeable according to fare rules.

Cancellation and refund at least 12 hours before first original scheduled flight, penalty of EUR 260/USD 350 on all long haul flights applies including but not limited to French West Indies and Reunion Island. Beyond 12 hours and before the second original flight: per unused Eco Flexible fare coupon, penalty of 50% of the Eco Flexible fare applies. Beyond 12 hours before second original flight, refund is no longer possible. Service charges are non-refundable.

Date changes permitted latest 12 hours before originally scheduled flight. In that case, in addition to the potential fare difference, modification fee applies as follows: EUR 30 / USD 50 per ticket on all long haul flights including but not limited to French West Indies and Reunion Island. In any event, in addition to the penalty fee, any change of reservation may cause an additional charge if the original booking class is not available on the new flight selected.

The fare is valid only for dates shown on the ticket. The flight coupons must be used in chronological order. Any use of the ticket coupons in a non-chronological order will cause an additional charge of EUR 90/USD 120 on flights to/from French West Indies and Reunion Island, EUR 130/USD 175 on other long haul flights.

Discount for infants (less than 2 years old): a) 90% discount on the Eco Flexible fare (excluding taxes) on long haul flights, without seat. b) with seat, discount for children apply.

Discount for children (between 2 and less than 12 years old): 25% discount on the Eco Flexible fare without taxes on long haul flights and 33% discount on the Eco Flexible fare without taxes on flights to/from French West Indies and Reunion Island.

Discount for passengers from 12 to under 26 years on flights to/from French West Indies and Reunion Island: 10% discount on the Eco Flexible fare without taxes, discount is non-combinable with any other promotional fare.

Discount for seniors over 60 years on flights to/from French West Indies, Reunion Island and Mayotte: 10% discount on the Eco Flexible fare without taxes, discount is non-combinable with any other promotional fare. When combining on a half roundtrip basis the penalty rules for each fare component apply respectively.

For services onboard please check flight description on XL AIRWAYS General Sales Conditions.

Baggage allowance for this fare: (I) one piece of luggage max 15KG for adults, children and infants with seat on flights departing from Jinan (China), or (II) one piece of luggage with a maximum weight of 23 kilos for each adult, child or infant with seat when flying from/to French West Indies and Reunion Island or (III) one piece of luggage max 20KG for adults, children and infants with seat from/to all other origins/destinations. (IV) for infants without seat, one piece with a maximum weight of 10 kg for all long haul flights.

In cabin: one piece of carry-on luggage max 5KG for adults, children and infants. For more information, please see XL AIRWAYS General Conditions of Carriage.

8. Modification, refund or cancellation procedure

8.1. If your fare so allows, you may cancel or modify your ticket via the call centers or the email address: www.xl.com/fr/contactez-nous (or in English version : <https://www.xl.com/en/contact-us>) and from the USA <http://www.xl.com/us/contact-us>).

- 8.2. Unless otherwise specified on the ticket or in the booking, we will refund either the ticket-holder or the person who paid for the ticket.
- 8.3. If a refund is paid to one of the persons specified above, it cannot then be paid to the other.
- 8.4. No refunds will be granted after the ticket's expiry date.
- 8.5. Refunds are made in the currency in which the ticket was purchased.
- 8.6. Refunds are made to the payment card used to make the purchase. The bank that issued the card may deduct charges from the refund. Any such charges will be borne by you. Exchange rate variations may also come into play. The amount that you receive as a refund may therefore be less than the price that you paid. These costs will be borne solely by you.
- 8.7. If a ticket has been presented to us or to a country's immigration authorities as proof of departure from the country concerned, we may refuse to reimburse you for it, unless you provide us with sufficient proof to establish (i) your right to remain in the country to which we carried you, or (ii) that you will be leaving with another carrier. We may demand that you provide us with a declaration of honor confirming your intention to leave the country to which we have carried you.

V. SALES OF ADDITIONAL SERVICES

If available, the following terms and conditions set out below apply to the sale of any Additional Service but XL AIRWAYS FRANCE has no obligation to deliver these services.

1. Conditions specific to the purchase of an Additional Service

- 1.1. Except for prices applicable to carry-on bags and the first two checked bags, the prices applicable to Additional Services are those in effect on the day of booking of the Additional Service in question. The prices applicable to carry-on bags and the first two checked bags are those in effect on the day of booking of the flight.
- 1.2. Additional Services may be available on the aircraft of XL AIRWAYS France or the airlines to which it subcontracts.
- 1.3. An Additional Service is not a check-in system and does not replace check-in.
- 1.4. All purchases of Additional Services are final and definitive. They are not exchangeable, refundable (except in the event of non-performance by the airline) or modifiable. They are valid solely for a named beneficiary and are not transferable.
- 1.5. Modifications are not possible. In the event of modification or cancellation on your part, the full price shall be payable.
- 1.6. Each Additional Service may only be used for the flight for which it was purchased. A change of flight (cancellation or postponement of travel to a different date or time) initiated by you or by the people for whom the Additional Service was purchased shall not entitle you to claim a refund or to transfer the service onto another flight.

2. Seat selection on an XL Airways France flight:

At check-in, you will be assigned a seat free of charge. However, you may wish to select a specific seat in advance. The following provisions apply to this Additional Service.

A "Comfort Seat" is an extra-wide, leather seat in a separate cabin at the front of the aircraft.

A "First-Row Seat" is a seat identified as such at the time of booking, with extra legroom compared to the other seats in the cabin in the same travel class.

An "Exit Seat" is a seat located close to the aircraft's emergency exits. It is identified as such at the time of booking and is subject to restrictions regarding booking and use.

A "Standard Seat" (window or aisle) is a seat chosen by the customer which does not qualify as a Comfort Seat, a First-Row Seat, an Exit Seat.

A "Limited-Comfort Seat" is a standard seat that is central.

A "Leg" is a one-way flight operating under an XLF or SE flight number. Example:

- A flight from Paris CDG to Las Vegas is a Leg

- A flight from New York JFK to Paris CDG is a Leg
"WCH" passengers are passengers requiring the use of a wheelchair, be it temporarily or permanently.

2.1. *Booking conditions*

- 2.1.1. Some seats cannot be booked. Only some flights run by the airline offer this service. This Additional Service is offered subject to the selections already made and the restrictions attached to each seat.
- 2.1.2. All Additional Services must be booked and paid for simultaneously in advance and at the latest 72 hours before the departure of the flight for which you have a ticket. After this time, the Services can no longer be booked.
- 2.1.3. With the exception of window or aisle seats or Standard Seats and Limited-Comfort Seats, which are assigned free-of-charge, seat selection at check-in may give rise to the charges specified in the General Conditions of Sale.
- 2.1.4. Seat Selection cannot be considered as an upgrade service.
- 2.1.5. Bookings are made online, except for selections of (i) seats with room for a cradle or (ii) seats for:
 - Children aged under two years on the date of the flight,
 - Persons with limited mobility, including WCH, and/or
 - Unaccompanied minors, andwhich can be booked by e-mailing www.xl.com/contact four days before departure, or by phone to the call center from Monday to Friday from 9am to 4pm only (Paris (France) time).

The booking is only valid once you have received confirmation of the Service, sent by email to the address of the person who made the request.

- 2.1.6. Booking is only available for the class of travel purchased under the contract of carriage. (For example, if you are traveling in economy class, you can only book a seat in economy class).
- 2.1.7. If you are upgraded free-of-charge on board, you will not be refunded.
- 2.1.8. If you have already purchased the Seat Selection service in economy class and you also purchase an upgrade, the price of the Seat Selection service will be refunded for each person upgraded. You must send your request to www.xl.com/contact. Subject to availability and operating restrictions, we will endeavor to assign you a seat in a similar position to the one you initially pre-booked, but this cannot be guaranteed.
- 2.1.9. Seats are assigned to named individuals and cannot be transferred to other passengers.
- 2.1.10. All purchases of Additional Services are final and definitive. If you choose to travel on another flight, your Seat Selection may not be transferred onto another flight and you will not be refunded.
- 2.1.11. If you do not pay the amounts owed and, as a consequence, we cancel your ticket, the price of the Seat Selection will not be refunded.

2.2. *Conditions of performance*

- 2.2.1. Seat numbers are disclosed for information only. Without any right for a refund, a seat with a different number but complying with your requirements may be granted as an alternative.
- 2.2.2. Pursuant to the conditions of the contract of carriage reproduced on the airplane ticket or in the XL Airways France General Conditions of Carriage, the airline may, without prior notice, use other aircraft, including those of other airlines. Consequently, if the airplane changes, we will endeavor to assign you a similar seat. In such an event, there will be no refund for the Seat Selection service. If this is not the case on request at www.xl.com/contact, we will refund the cost of the improperly-performed service.

2.2.3. Despite your seat reservation, we may refuse to assign pre-booked seats due to an Act of God, for security or safety reasons or due to operating constraints not foreseen at the time of sale. If this happens, we will do our best to assign you a similar seat. In such an event, there will be no refund for the Seat Selection service. If this is not the case, on request at <http://www.xl.com/us/contact-us>, we will refund the cost of the improperly-performed service.

2.2.4. You must show up for check-in at least thirty (30) minutes before the check-in deadline stipulated on the notification or any other document. If you show up after the check-in deadline, you will not be allowed on the flight and may not request a refund for the Seat Selection service. If you do not travel and/or one or more people for whom the Services were purchased do not show up, you will not be refunded.

2.2.5. Operating restrictions

- a. When you book a seat, you must read the operating restrictions applicable to that seat and expressly declare that the person who will occupy the seat meets all the requirements. In such cases, you act as an agent for the person who will occupy the seat and this person is bound by these General Conditions of Sale. You therefore guarantee for and on behalf of this person that he/she will comply with the operating restrictions and with these General Conditions of Sale.
- b. If the person occupying a seat does not meet the applicable conditions on the day of the flight, we will assign him/her a different seat and no refund will be given (e.g. for safety reasons, seats at the emergency exits cannot be assigned to children. If a seat has been purchased for a child, the child and the adult accompanying him/her will be moved and will not be entitled to a refund).
- c. The operating restrictions applicable to certain seats and certain passengers are detailed below as a guide. The operating restrictions applicable to each seat are detailed at the time of booking. The list below is not exhaustive.

Seats at emergency exits: passengers who fall into one of the excluded categories detailed below may not be assigned such seats:

- Passengers with temporarily or permanently limited mobility (including deaf, blind and partially-sighted people and passengers with physical or mental disabilities);
- Minors who have not reached their sixteenth birthday (including infants), whether accompanied by an adult or not;
- A corpulent passenger who may hinder access to the emergency exits;
- Pregnant women;
- A passenger traveling with an animal in the cabin;
- A passenger who is afraid of flying;
- A passenger who has been arrested and/or is being returned to his/her country of origin;
- A passenger who is not proficient in French or English.

Only seats immediately next to a window may be pre-booked by passengers with WCH status except on flights to which 14 CFR Part 382 applies.

We recommend that corpulent passengers seek advice from us before pre-selecting their seat or purchasing a second seat.

2.3. Refunds/Liability:

2.3.1. If you do not comply with these General Conditions of Sale or the General Conditions of Carriage, you will not be reimbursed for any services not performed.

2.3.2. Complaints: While on board, you must speak to the crew in order to remedy any failure to provide a service you have paid for. If the error cannot be remedied on board, you may make a complaint to us at www.xl.com/contact. If you do not, then your complaint cannot be processed and you will not be refunded.

2.3.3. Some passengers may be offered a service free-of-charge. If this service is canceled or remains fully or partially unperformed, the passenger shall not be entitled to any refund.

2.3.4. Subject to the provisions of these General Conditions of Sale, where a service paid for is not performed, we will refund part or all of the amounts you have paid us in this respect, according to whether the service was performed partially or not at all. The refund will be made to the person who paid for the Service.

3. Sale of Excess Baggage

- 3.1. Each ticket entitles the passenger to carry the number of items of luggage included in the stated baggage allowance. The Additional Service "Excess Baggage" allows you, before the check-in deadline, to purchase the right to carry additional items of luggage or additional weight.
- 3.2. All purchases of excess baggage are final and definitive. A receipt will be sent to the email address specified during your purchase.
- 3.3. At check-in, you must provide the receipt for your excess baggage purchase in order to benefit from the additional allowance.
- 3.4. If you wish to make a complaint, see the General Conditions of Carriage. If you do not make a complaint in accordance with these conditions, then your complaint cannot be processed and you will not receive any refund.
- 3.5. Once your luggage has been checked in, our responsibility for it is determined by the applicable international conventions and by the General Conditions of Carriage of XL Airways France.
- 3.6. Customers who are upgraded on board shall not be entitled to a refund for any Additional Services purchased.

4. Sale of Meals

- 4.1. Each ticket entitles the passenger to the on-board services applicable to the relevant flight if any. However, you may choose to buy a different meal which may be served on board.
- 4.2. Sale of Meals is only available from certain airports. Please, contact us.
- 4.3. Purchase of meal is only available through our website.
- 4.4. Purchase of Meal shall be booked and paid in advance and simultaneously at least 96 hours before the departure of the flight on which you wish the meal to be served. After that time, purchase of meal is no longer available.
- 4.5. Purchase of meal is final and definitive. If you change your flight, the purchased Meal cannot be transferred onto another flight and you will not be refunded.
- 4.6. The purchased meal replaces the standard meal served to other passengers without any refund.
- 4.7. Purchase of Meal cannot be considered as an upgrade service.
- 4.8. A receipt will be sent to the email address specified during the purchase process.
- 4.9. If you owe us money, your flight ticket may be canceled and no refund will occur for the purchase of Meal.

4.10. Complaints: While on board, you must refer to the crew in order to remedy any failure to provide a service you have paid for. If the error cannot be remedied on board, you may make a complaint to us at <http://www.xl.com/us/contact-us>.

5. Prices of Additional Services

5.1. Price of the Seat Selection Service per Leg

PRICE LIST FOR PRE-SEAT ASSIGNMENT PER SEAT AND PER LEG		
SEAT TYPE	PRICE PER SEAT AND PER LEG	
Comfort seats (roomy leather seat, located in a private cabin at the front of the aircraft)	110 USD – window or aisle seat	
Front or exit row seats	55 USD – middle, window or aisle seat	
Duo seats	33 USD – window or aisle seat	
Standard seats (window or aisle)	17 USD	Free for Eco Flexible tickets
Standard seats (middle)	11 USD	Free for Eco Flexible tickets

5.2. Prices applicable to purchases of excess baggage per Leg and made online

The purchase of the "Excess Baggage" Additional Service shall **in no event** include luggage insurance or a special declaration of interest.

TYPE OF SERVICE	RATE/FEE PER ADDITIONAL AND OPTIONAL BAGGAGE ¹ PER ITEM AND PER LEG
Additional Baggage	70 euros ¹

¹ Such rates are only available for standard¹ baggage weighing 20 kilos or less (Except for the French Antilles, La Réunion and Saint Martin lines, 23 kilos per luggage maximum)
Special rates for pets, oversized items or sport equipment apply, purchase of excess baggage for such items is not available online. You may purchase such excess baggage at check-in : Refer to the General Conditions of Carriage.

² the price provided above is only available for purchases made online and with call centers established in France, USA, and Israel. Other rates apply at Check-in and are set out in the General Conditions of Carriage, to which you should refer.

5.3. Prices applicable to the purchase of Meal per Leg

MENU	PRICE PER MEAL AND PER LEG (additional and optional purchase online) ¹
Kosher meal	16 USD (Drink not included)
Gourmet meal (collection of International Cuisine)	From 18 to 22 USD (choice of 1 drink included: wine, beer or soft drinks)
Child meal	11 USD (Drink not included)
Muslim meal	11 USD (Drink not included)
Gluten Free meal	16 USD (Drink not included)
Vegetarian / Vegan meal	11 USD (Drink not included)

¹ the prices provided above is only available for purchases made online and with call centers established in France, USA, and Israel exchange rate

VI. COMPLAINTS AND REFUNDS

- We may have a presence on social networks (Twitter®, Facebook®, etc) but complaints submitted via social networks will not be processed.
- Our responsibility with regard to the flight is governed by international conventions, which impose an obligation on you to make your complaint within a certain time limit. These time limits are set out in the General Conditions of Carriage, to which you should refer.
- In any event, if you owe us money, no refund will occur.
- For any claim, you agree to personally contact XL Airways France's Customer Relations Department (www.xl.com/contact) before requesting the intervention of a third party to represent you (associations, collection company, lawyer), Or before bringing an action before the courts. The purpose of this clause is not to limit your right to a legal remedy but to ensure that the quickest and least expensive option for both parties can be tried first. In return, we undertake to send you a detailed response within 60 days of receipt of your complaint.
- After entering the Customer Relations Department of XL Airways France and failing a satisfactory reply within 60 days, you can contact the Tourism and Travel Mediator, whose contact details are: MTV Médiation Tourisme Voyage - BP 80 303 - 75 823 Paris Cedex 17 - France; The details of the referral are specified on the site: www.mtv.travel.

6. In addition, the European Union has set up an online platform to facilitate the handling and friendly resolution of cross-border disputes. Complaints can be filed here: <http://ec.europa.eu/odr> . Nevertheless, we invite you to join our Customer Relations department.
7. If you have made a flight to or from the United States, you have the option of filing a claim with the US Department of Transportation, By mail: Aviation Consumer Protection Division, C-75, U.S Department of Transportation, 1200 New Jersey Ave., Washington, DC 20590 or here: <https://www.transportation.gov/airconsumer>

VII. PARTNERSHIPS

We are partnered with sites that provide the specific services listed in the Partnership tabs of our websites.

We therefore provide access through our websites to the booking engines of our partners, identified below, and put you in touch with them. During the flight, you can also buy or book products and services. Any purchase or booking made directly with this partner is therefore subject exclusively to the partner's conditions of sale. These services are totally distinct and do not form part of the contract of carriage.

1. Entertainment on board

By offering on-board entertainment services, we put you in touch with our partners. In case of complaints, you must contact these partners directly.

The individual entertainment offer via the "XL Cloud" application is offered by the Spanish company Immfly S.L., whose registered office is located in Carrer de Jerusalem, 1-3, Hospitalet de Llobregat, Barcelona, Spain. The application "XL Cloud" is an application of Immfly S.L., it is downloadable on your personal terminals (computer, tablet, smartphone). In order to benefit from services, Immfly S.L. collects your personal data. You will have to accept the privacy policy of this company to be able to benefit from the services of individualized entertainment on board. The prices of the offer of entertainment of the company Immfly S.L. are indicated on our website www.xl.com.

The SkyLights 3D immersive glasses are owned by SkyLights SARL, a company registered under the number 809 577 133 and not the registered office at 231 rue Pierre and Marie Curie, Vallée de l' IOT, 31670 Labège, France. The "SkyLights" immersive 3D glasses are rented by the French company Dutyfly Solutions SAS, whose head office is located in Roissy-en-France (95), 6 rue du Meunier BP17014 95722 Roissy CDG Cedex. The prices of the site of the 3D immersive glasses "SkyLights" are indicated on our website www.xl.com.

TYPE OF SERVICE	PRICE PER SERVICE AND PER LEG
Premium Pack XL Cloud	11 USD
Immersive headsets Skylights	15 EUR*

*payment can be made in USD. Price may change according to the exchange rate

VIII. DATA PROTECTION

The information that concerning you and every information communicated through our websites www.xl.com/fr; www.xl.com/en; www.xl.com/us (desktop or mobile) or concerning others persons (such as persons to alert, depositor on departure or hosting on arrival for unaccompanied minors) are collected during your browsing (when you accepted cookies), any contact, reservation, conclusion of carriage contract, check in, any operation link to the contract of carriage or to the carriage itself are collected for the purpose of the management of relationship with you, of management of reservations, execution of carriage contract and additional services, information of your relatives in case of incident, the customer relationship monitoring, commercial prospecting products

and/or similar services to those you have contracted with us, as well as the prospecting, when you consented, by ourselves or by our partners. Specific treatments may be carried out in case of non-compliance with the contract of carriage.

Personal Data processing is carried out by XL Airways France as a controller. We will send to you, unless opposition from your part, electronic messages of information relating to similar products or services to those usually proposed by our company.

The information are intended for our services as well as the recipients concerned by services subscribed, these recipients include, particularly the authorities of destination countries, of over flight and/or transit which require it.

XL Airways France may have to transfer data to a third country to the European Union as part of its activities, with the adoption of appropriate guarantees.

The information communicated are retained during the time corresponding to the execution of the contract carriage extended to the time required for the respect of our lawful obligations and the preservation of our rights.

In accordance with General Data Regulation, you have a set of rights concerning your Data that you can exercise at any time with XL Airways France.

- 1.1. For more information, please consult our Privacy policy (<https://www.xl.com/us/confidentiality-policy>). To contact us concerning the personal data processing or unsubscribing to the commercial prospecting, please contact: <http://www.xl.com/us/contact-us>. -Section: personal data.

1. Partner sites

You may, using the hyperlinks on the site or having been redirected, access partner sites that are not governed by these data protection provisions. You should therefore examine the rules applicable to the use and disclosure of the information you have provided on these sites.

IX. LEGAL PROVISIONS AND APPLICABLE LAW

1. Proof

It is expressly agreed that, unless we have committed a manifest error, the data kept in our information systems and those of our contractors, and particularly in the e-mail tools we use, shall constitute proof of the orders made and the execution of both your and our obligations. The data that we keep on computerized or electronic media shall constitute proof and, if we produce them as evidence in any litigation or other proceedings, they shall be admissible, valid and binding as between you and us, in the same way, in the same conditions and with the same evidential weight as any document produced, received or kept in writing.

2. Partial nullity

The total or partial nullity of any of the clauses in the General Conditions of Sale shall not render the other provisions or the contract as a whole null and void.

3. Indirect harm

Unless otherwise specified in the General Conditions of Sale or the General Conditions of Sale of Sale, in the event of non-performance or incorrect performance of the contract, be it by you or by us, only direct harm to the other party will give rise to damages. Any indirect and/or consequential harm is excluded.

4. Compliance with laws

When non-performance or imperfect performance results from compliance with the law, a regulation or an international convention governing us or any of our contractors, neither we nor any of our contractors may be held liable.

French law, regulation or international convention that is in conflict with the General Conditions of Sale shall take precedence over them.

5. Applicable law

For the purposes of assessing their validity, their interpretation and their performance, these General Conditions of Sale, as well as the contract of carriage, shall be governed by French law.

Appendix 1: Service charges

- **Service charges per passenger and per ticket**

	ON THE WEBSITES		BY TELEPHONE	
	www.xl.com, www.xl.com/en	www.xl.com/us	French/Belgium call center	US/Mexican call center
LONG-HAUL FLIGHTS and Tel Aviv	10 EUR	14 USD	15 EUR	21 USD
MEDIUM-HAUL FLIGHTS (except Tel Aviv)	5 EUR	7 USD	10 EUR	15 USD

Cash payments may incur additional fees and / or commissions.

Appendix 2: Nonrefundable charges and taxes

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For flights from/to the United States, the charges and taxes set out below shall not be refunded unless your fare is refunded:

- IRS International Arrival Tax,
- IRS International Departure Tax,
- FAA Passenger Facility Charge