



GENERAL TERMS AND CONDITIONS OF SALE AND USE THE PASS – WE LOVE BUSINESS

Version applicable since February 21st 2019

DreamJet is a simplified joint-stock company with a unique partner, with its registered office at 21-37 rue de Stalingrad, 94110 Arcueil, France and registered in the Créteil Trade and Companies Register under the number 798 090 627 (hereafter referred to as "**DreamJet**"), and for air transport operations under the trade name "*La Compagnie, Boutique Airline*".

ARTICLE 1 – Definitions

Terms beginning with a capital letter used in the following General Terms and Conditions of Sale and Use have the meaning that has been given in the present article 1, singular or plural.

"**Buyer**" refers to any individual or legal entity who has subscribed to the offer "THE PASS - WE LOVE BUSINESS" and, as such, having purchased a Pass, will be using it in accordance with these General Conditions.

"**Ticket**" refers to a nominative ticket for a flight and held in the name of a Traveler, purchased from DreamJet by the Buyer under the terms detailed here by using one or more Credits assigned to the Pass of the Buyer.

"**Call Center**" refers to the DreamJet telephone platform accessible by dialing 1-800-218-8187 (toll free).

"**Confirmation**" refers to the email sent by DreamJet to the Buyer confirming the final purchase of the Pass, after the receipt by DreamJet of the Pass price payment.

"**General Conditions**" refers to these general conditions of sale and use.

"**Credit(s)**" refers to the unit(s) assigned to the Pass, allowing the Buyer to buy one or more Ticket(s) for one or more flight(s). The number of Credit(s) initially allocated to each Pass depends on the category of Pass purchased by the Buyer.

"**Membership Date**" refers to the date on which the Buyer receives the DreamJet Confirmation validating the purchase of the Pass. The Membership Date is the starting date of the Validity Period of the Pass.

"**Buyer's Space**" refers to the personal space of the Buyer accessible online from the following website: www.lacompagnie.com.

"**Pass**" refers to "THE PASS - WE LOVE BUSINESS" purchased by the Buyer.

"**Validity Period**" refers to the period of (12) months from the Membership Date during which the Pass purchased by the Purchaser, and in particular the Credits allocated to the Pass, may be used.

"Summary" refers to the email sent by DreamJet to the Buyer following the request to purchase the Pass made by the Buyer via the Call Center, and including all information allowing Buyer to finalize purchase of the Pass.

"Flight" refers to any flight operated by DreamJet, the Ticket for which is purchased by the Buyer using the Credits of his Pass

"Traveler" refers to any person designated as a passenger in connection with the Buyer's purchase of a Ticket for a Flight using one or more Credit(s) assigned to the Buyer's Pass. In other words, the Buyer's Pass may be used by the Buyer to purchase a Ticket(s) for himself (if the Buyer is an individual) or for any third party (if the Buyer is a different person or a legal entity) that the Buyer has designated at the time of the purchase of said Ticket(s), subject to the provisions of Article 2 concerning the prohibition of resale of Credits by the Buyer.

ARTICLE 2 – Scope of General Conditions

The General Conditions are applicable to the "THE PASS - WE LOVE BUSINESS" offer marketed by DreamJet and are intended to define the conditions of purchase and use of the Pass, allowing any Buyer, in return for a certain number of and during the Validity Period, to purchase, for any Traveler designated by it, one or more Ticket(s) for any Flight, under the conditions described herein. Notwithstanding the foregoing, it is stated that in any event, the Buyer buys the Pass, and is therefore authorized to use the Credits assigned to it, only for his own needs (including for Travelers who are attached to it and for which it assumes the purchase of Tickets), and that the resale by the Buyer of all or part of the Pass and/or Credits assigned to it is strictly prohibited.

The purchase and use of the Pass is subject to the Buyer's full and entire acceptance of these Terms and Conditions.

DreamJet reserves the right, at its sole discretion, to modify all or part of these Terms and Conditions at any time. However, the provisions applicable to a Pass, throughout the Validity Period, are the provisions of the General Conditions in force and accepted by the Buyer at the time of the Pass acceptance date.

ARTICLE 3 – Purchase of the Pass

3.1 Subscription request

The Pass can be purchased by any individual or legal entity. In the case of a legal entity, the Pass may be purchased by any duly authorized representative.

Any request to purchase a Pass is made exclusively through the Call Center.

During the Call Center Subscription Request, the Purchaser is invited to indicate the category of Pass he wishes to purchase and to provide a valid email address and any other information necessary for processing the request. The communication of an email address implies acceptance by the Purchaser to the use of this means for the communication of the information

necessary to the purchase of the Pass and the conclusion of the relevant contract under the conditions described in these General Conditions.

At the end of the Subscription Request made through the Call Center, DreamJet sends the Summary to the Buyer at the e-mail address that he has indicated during his Subscription Request, confirming that his request to purchase has been well taken into account. This Summary is accompanied by the following:

- (i) The invoice to be paid by the Purchaser, mentioning in particular:
 - o Pass category selected by the Buyer,
 - o The number of Credits assigned to the Pass category chosen by the Buyer,and
 - o The bank details of DreamJet to be used by the Buyer to proceed with the payment of the invoice; as well as
- (i) These General Conditions (including the information and the form concerning the right of withdrawal for the Purchaser acting as a consumer) that the Buyer undertakes to read carefully and to which the Buyer adheres unreservedly he chooses to proceed to the payment of the Pass and thus to make the purchase of the Pass under the conditions below.

As such, receipt of the Summary by the Buyer does not in any way mean that the Pass has been purchased by the Buyer. This is a summary of the Buyer's purchase request and a confirmation of the offer from Dreamjet as a result of the Buyer's request via the Call Center. The purchase of the Pass by the Buyer requires that the latter proceeds to the validation of his request via the payment of the price of the Pass indicated on the invoice accompanying the Summary, under the conditions of article 3.2 below.

3.2 Validation of the subscription request by the Buyer – Payment

Upon receipt of the Summary as mentioned in article 3.1 above, the Buyer has a maximum period of eight (8) calendar days to check the information contained in the Summary sent by Dreamjet (if applicable contact Dreamjet if it is discovered an error in the information contained in said Summary and wishes to correct them before proceeding to the purchase of the Pass) and to purchase the Pass by proceeding to payment of the Pass at the price appearing on the invoice accompanying the Summary.

The payment of the Pass price must be made in full by bank transfer to the DreamJet bank account. The details of the DreamJet bank details and the label that the Buyer must provide when making the transfer are detailed in the Summary.

Some banks may charge additional fees for any transfer, including when these requests are made at the agency or by phone. The Buyer acknowledges that DreamJet has no responsibility for any additional banking fees specific to the Buyer's bank. The Buyer is invited to check with his bank before making the transfer to determine any additional banking fees that he may be liable for with regard to the transfer and waives in advance to exercise any claim relating to such additional bank charges to the bank regarding DreamJet.

The payment of the price of the Pass by the Buyer implies acceptance of these General Conditions (attached to the Summary received by the Buyer in pdf format, allowing the Buyer

to keep them in a durable medium) and definitive and non-refundable purchase of the Pass. concerned by the Buyer, subject however to the specific provisions relating to the right of withdrawal for the Purchaser acting as a consumer within the meaning of the applicable regulations, as detailed in article 3.4 below.

The Buyer acknowledges that any non-compliance with the provisions of this Article 3.2, i.e. non-payment within eight (8) calendar days or payment of only a portion of the Pass Price, will cause the buyer's purchase request to lapse, the latter therefore having to make a new purchase request from the Call Center (and seeing in such a case sent a new Summary) if wishing to acquire a Pass.

3.3 Confirmation of the Pass Subscription

After receipt of the payment of the price of the Pass under the above conditions, DreamJet sends a Confirmation to the Buyer at the email address provided by the Buyer at the time of his purchase request, confirming the purchase of the Pass, and for any first subscription by the Buyer, a dedicated Buyer Space has been created. This confirmation includes the following elements :

(i) Items relating to the Pass purchased by the Buyer:

- o The number of Credits assigned to the Pass, and
- o The Validity Period;

(ii) Items relating to the Buyer's Area, insofar as this is the first subscription of the Buyer:

- o The identifier (account number) assigned to it by DreamJet, and
- o The temporary password associated with the identifier and assigned by DreamJet; and

(iii) The link to the DreamJet website allowing the Buyer to access his Buyer Area.

This Confirmation also includes, once again, these General Conditions (including the information and the form concerning the right of retraction for the Buyer acting as consumer) in pdf format, allowing the Buyer to keep them on durable support.

The receipt by the Buyer of this Confirmation constitutes the Date of Accession as well as the date of conclusion of the final sale of the Pass.

3.4 Right of Withdrawal of the Buyer – consumer

Pursuant to the provisions of Article L. 221-18 of the Consumer Code, any Buyer acting as a consumer within the meaning of the introductory article of the Consumer Code has a withdrawal period of fourteen (14) clear days from the Confirmation to cancel the purchase of the Pass, without giving reasons.

The Buyer not acting as a consumer (including when Buyer is a legal entity) does not enjoy the right of withdrawal and can not cancel the purchase of his Pass.

3.4.1 *Exercise of the right of Withdrawal*

The consumer Buyer exercises his right of withdrawal in writing to DreamJet within the mentioned period, to the address indicated in the header of these, preferably by using the

withdrawal form attached to these General Conditions or via any other declaration, unambiguous retraction, by recalling the login associated with the Buyer's Space as indicated in the Confirmation.

The withdrawal can, however, be sent by email to the following email address: welovebusiness@lacompanie.com.

The price (or any part thereof, in accordance with article 3.4.2 below) of the Pass paid by the consumer Buyer who has exercised his right of withdrawal in accordance with the provisions of this Article 3.4 will be refunded within a maximum period of fourteen (14) days from the date on which DreamJet is informed of the Purchaser's exercise of the right of withdrawal. The refund will be made by re-crediting the amount refunded to the bank account from which the transfer was issued for the payment of the Pass, unless expressly requested by the consumer Buyer to benefit from a refund in another form agreed by DreamJet .

3.4.2 *Renunciation of the right of Withdrawal*

The Consumer Buyer's right of withdrawal is only possible for the Pass whose Credits have not yet been used by the end of the fourteen (14) day withdrawal period.

Assuming that the consumer Buyer has chosen to use all or part of the Credits assigned to his Pass, at any time before the end of the fourteen (14) day withdrawal period as stipulated in Article 3.4.1., Buyer acknowledges and expressly agrees that the purchase, within this period, of one or more Ticket (s) by means of one or more Credit (s) assigned to the Subscribed Pass constitutes a firm and express waiver by the Consumer Buyer to his right of withdrawal in the conditions detailed below:

- (i) If, before the end of the withdrawal period, the consumer Buyer has purchased the Tickets using all the Credits allocated to his/her Pass, no withdrawal is possible, insofar as the contract (purchase of the Pass) has been executed in full (use of all Credits allocated to said Pass) before the end of the withdrawal period, with the consent of the consumer Purchaser ;
- (ii) If, before the end of the withdrawal period, the consumer Buyer has purchased the Notes using only part of the Credits allocated to his Pass, and he or she withdraws during the withdrawal period, the retraction will only be valid for Credits not yet used and remaining in the Pass at the time of withdrawal. In such a case, the amount reimbursed to the consumer Purchaser for Credits not yet used and remaining allocated to the Pass at the time of retraction is equivalent to the price of the Pass paid by the Consumer Purchaser to which will be deducted, for each Ticket purchased through (x) Credit(s) used, the public price of this "Full Flex" Ticket (s) in effect on the date of purchase.

ARTICLE 4 – Buyer Space

4.1 Creation of the Buyer space

For any new acquisition of a Pass, a dedicated Buyer Space is created for the Buyer, allowing him/her to consult the balance of the Credits allocated to the subscribed Pass and their Period

of Validity, to exchange with DreamJet for any question relating to the use these Credits and purchase one or more Ticket (s) using its Credits not yet expired.

It is however specified that the Buyer can not, directly from his Purchasing Space, acquire a Pass, any subscription must obligatorily be made via the Call Center.

The connection to the Buyer's Space is made using the Buyer's log in, as communicated by DreamJet in the Confirmation of the first Pass subscribed by the Buyer and the associated password.

When first connected to the Buyer's Space, the Buyer is invited to enter the temporary password provided by DreamJet in the Confirmation of the first Pass subscribed. Once logged in, the Buyer must change this password and enter a password of his choice that he will use for any future connections to his Buyer's Space.

4.2 Use of the Buyer Space

The Buyer acknowledges that its identifier and associated password (whether temporary and such as provided by DreamJet for the first connection to the Buyer's Area, or chosen by the Buyer after its first connection to auditing Buyer's Area) are personal, confidential and non-transferable and are not intended to be communicated to third parties, including Travelers.

The Purchaser also acknowledges that any use of his Buyer Space is made under his sole responsibility and is presumed to be made by the Buyer himself, excepting where the Buyer demonstrates fraudulent use resulting from no fault or negligence on his part (including in particular communication or disclosure of his identifiers, including in cases where the Buyer has not preserved his identifiers in a place or way so as to secure their confidentiality). In this regard, the Buyer undertakes to inform DreamJet as soon as possible in the event of loss, theft, misappropriation or other fraudulent use of his Buyer's Area or his login and password by contacting the Call Center or Customer Service. e-mail address: welovebusiness@lacompanie.com.

ARTICLE 5 – Use of credits

During the Pass Validity Period, the Buyer may use Credits allocated to any Pass purchased by reserving, for any Flight of his choice and subject to availability, one or more Ticket(s) for any Traveler who he designates, under the present conditions.

5.1 Tickets purchase

5.1.1 Modalities of tickets purchase

The Buyer may purchase one or more Ticket(s) by calling the Call Center or by logging into his Buyer Area.

It is specified that the purchase of a Ticket for a Flight can be made up to two (2) hours before the departure of this Flight.

The purchase of Ticket(s) for the Flight(s) chosen by the Buyer is subject to DreamJet's General Booking Conditions and General Conditions of Carriage, provided, however, by way of derogation of these terms and conditions, the purchase of Ticket (s) will be settled through the use of Credit (s) as available on the Buyer's Pass in accordance with Article 5.1.2 below.

5.1.2 *Cost of tickets purchase by credit*

The purchase of a Ticket can cost from one to two Credits, this cost can vary due to a certain number of criteria (request, date, availability, etc.).

At all times during the booking process, and in particular when the order is finalized before final validation, the Buyer is informed of the cost of each Ticket in credits via his/her Buyer's Area, when he/she proceeds with the purchase of the Ticket concerned via his/her Buyer's Area, or via the Call Center, if purchase of the Ticket concerned is confirmed via the Call Center.

5.2 Modification or cancellation of a Ticket – “No-show”

The Traveler holding a Ticket purchased via Credits benefits from the Conditions of Carriage associated with the "Full Flex" fare class of DreamJet.

5.2.1 *Conditions of modification and cancellation*

A Ticket purchased via Credits is modifiable and cancellable, free of charge, up to two (2) hours before the scheduled departure time of the Flight concerned. Any request for cancellation or modification made two (2) hours or less before the scheduled flight departure time will be refused.

Requests for modification or cancellation of any Ticket must be made by the Buyer, or by the Traveler who is, in such a case, considered to be acting with the agreement and/or under the responsibility of the Buyer by contacting the Call Center or by using the following email address: welovebusiness@lacompanie.com.

5.2.2 *Restitution of credits in case of cancellation*

For any cancellation of a Ticket in accordance with the provisions of article 5.2.1 hereof, Dreamjet will proceed with the return of the Credits corresponding to the canceled Ticket, which are credited back to the Pass from which they were initially deducted as soon as possible following the confirmation of the cancellation by DreamJet.

5.2.3 *“No-show”*

When a Traveler holding a Ticket purchased with Credits does not appear at the registration of the Flight concerned (unless the corresponding Ticket has been canceled or modified in accordance with the provisions of article 5.2.1), it is considered as "No-show".

The Buyer shall in no case obtain a refund of the Credit(s) used for the purchase of a Ticket for which the Traveler is considered as "no-show" under this article.

5.3 Credits Availability

All Credits allocated to the Pass purchased by the Buyer may be used for Flights whose scheduled departure date is included in the Period of Validity of said Pass. The Credits allocated to the Pass purchased can not therefore be used to purchase Tickets for Flights

whose departure date is scheduled after the Period of Validity of the said Pass. At the end of the Pass validity period, any positive Credits balance is permanently lost to the Buyer. Any request for extension of the period of validity or refund of the unused credits will be refused.

For example, for any Pass with a Membership Date of 1 January of year Y, the Credits allocated to the said Pass can only be used to purchase Tickets for Flights whose departure date is between January 1 and December 31 of year Y, the Validity Period being twelve (12) months from the Membership Date.

For the Buyer to buy a second Pass during the Period of Validity of the Credits allocated to a first Pass has no effect on the Validity Period of these Credits. Any request to carry forward the Credits of the first Pass on the second Pass will be refused.

For example, if the Purchaser purchases a first Pass with a Membership Date of January 1 of year Y and a second Pass with a Membership Date on July 1 of year Y, then Credits assigned to the first Pass will be usable for Flights whose departure date is between January 1 and December 31 of year Y and the Credits allocated to the second Pass will be usable for Flights whose departure date is between July 1st of year Y and June 30 of year Y + 1. Under no circumstances may the Credits allocated to the first unused Pass on 31 December of year Y be re-allocated to the second Pass and used for Flights whose departure date is between 31 December of the year Y and June 30 of year Y + 1.

ARTICLE 6 – Loyalty program *MyCompagnie*

The offer "THE PASS - WE LOVE MY COMPANY" can be combined with the loyalty program "My Compagnie". Thus, for any Ticket purchased through the Credits, the Traveler who has joined the DreamJet loyalty program "My Compagnie" can accumulate loyalty points. As such, it is recalled that loyalty points are exclusively awarded to the Traveler, the individual whose identity appears on the Ticket, and not to the Buyer (except when the Buyer is also the Traveler). The transfer of loyalty points awarded to the Traveler for the benefit of any other person or entity is not permitted.

The General Conditions of membership of the loyalty program "My Company" remain fully applicable and prevail, in any case, where any provision of these General Conditions is in contradiction.

ARTICLE 7 – Protection of personal data

In compliance with the law n ° 78-17 of January 6, 1978 relating to computer, files and modified freedoms and the regulation of April 27, 2016 relating to the protection of individuals with regard to the processing of personal data and the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation), the personal data transmitted by the Purchaser shall be processed by DreamJet in the conditions set out in the DreamJet Personal Data Protection Policy available at <https://www.lacompagnie.com/en/legal/policy-for-data-protection>.

ARTICLE 8 – General provision

8.1 No Waiver

For DreamJet or the Buyer to not avail at any time of any stipulation of these General Conditions can not be considered as waiving the benefit of this stipulation or right to avail itself later of the said stipulation.

8.2 Partial invalidity

The nullity of the impact of the provisions. If the general conditions were not validated, the other provisions, which were produced and whose effects would be canceled, if the clause was canceled and the continuation of the contractual relations impossible or unbalanced.

8.3 Applicable law and competent jurisdiction

8.3.1 Applicable law

These General Conditions are subject to French law, without prejudice to their application, for the Buyer acting as consumer within the meaning of the applicable regulations, mandatory protective provisions that may be applicable in the country of residence of this consumer Buyer.

8.3.2 Competent jurisdiction

In the event of a complaint or litigation relating to the conclusion, the interpretation, the execution or the end of these General Terms and Conditions, the Buyer must first contact DreamJet's customer service, accessible at the address indicated hereof, the following email address: welovebusiness@lacompanie.com, or via the Call Center.

In the event that within sixty (60) days of the Buyer's claim to DreamJet's customer service, the Buyer believes that the response provided by DreamJet is not satisfactory or that a response has not been received from DreamJet:

- (i) If the Buyer acts as a consumer within the meaning of the applicable regulations, he may, in accordance with the provisions of the Consumer Code, apply to the Mediator of Tourism and Travel, at the following contact details : MTV Mediation Tourism Travel, BP 80 303, 75823 Paris Cedex 17. The procedures for referral to the Ombudsman for Tourism and Travel are specified on the following website: www.mtv.travel The Purchaser acting as consumer within the meaning of the applicable regulations may also use the European online dispute resolution platform available on the following website: <http://ec.europa.eu/consumers/odr> ;
- (ii) The Buyer does not act as a consumer within the meaning of the applicable regulations and may apply to the courts to assert his rights, and in this context acknowledges and accepts that the litigation is brought by the most diligent party before the courts competent courts of Paris with exclusive competence to deal with the dispute.