

MAGICBUS GENERAL TERMS AND CONDITIONS OF SALE

ARTICLE 1. SELLER'S DESIGNATION

The present website www.magicbusworld.com is published by the company SARL MAGICBUS, a one-person limited liability company, with a capital of 8,000.00 euros, whose head office is located at 31 résidence du Château in FENOUILLET - 31150, legally registered under the laws of France (registration number: 848 539 169 TOULOUSE), represented by Mrs Lisette ABADIE, manager, domiciled in this capacity at the said head office,

The company SARL MAGICBUS is registered in the directory of ATOUT France and the DREAL.

ARTICLE 2. DEFINITIONS

For the understanding and simplification of certain terms used in these terms and conditions, the following has been determined in advance:

- « City of departure stopover » refers to a Stopover City where MagicPeople board the MagicBus and start a MagicTrip ;
- « City of arrival stopover » refers to a Stopover City where MagicPeople terminate a MagicTrip and leave MagicBus ;
- « Common pot » refers to a portion of the price of the MagicTrip being used to purchase the food needed for the common daily meal ;
- « GTC » refers to these General Terms and Conditions of sale;
- « Itinerary » refers to the route voted between the MagicPeople during the MagicTrip;
- « SARL MagicBus » refers to the seller of MagicTrip, namely the company MAGICBUS, a one-person limited liability company with a capital of 8,000.00 euros, whose registered office is located at 31 résidence du Château in FENOUILLET - 31150, legally registered under the law of France (registration number: 848 539 169 TOULOUSE ;
- SARL MagicBus and the MagicPeople may be designated individually by the "Party" or together by "the Parties" ;
- « Stopover city » refers to the MagicBus stopping point(s) that is (are) predetermined when booking a MagicTrip ;
- « MagicBus » refers to the eco-responsible bus transporting and hosting the MagicPeople during the MagicTrip ;
- « MagicCommunity » refers to the chat created between MagicPeople through their MagicMe ;
- « MagicMe » refers to the user account that is created when booking a MagicTrip ;
- « MagicPeople » refers to the person(s) who purchases MagicTrip on the www.magicbusworld.com website as consumer(s);
- « MagicTravelBook » refers to the digital trip logbook filled in by visitors on the Website .
- « MagicTrip » refers to the provision of a service including accommodation, transport, breakfast and ingredients for the evening meal, for a one-week trip between two stopover cities (departure and arrival), booked by MagicPeople on the MagicBus SARL website ;
- « Website » refers to the website www.magicbusworld.com ;

ARTICLE 3. GENERAL PROVISIONS RELATING TO THE PRESENT GTC

3.1. Purpose of the GTC

The GTC exclusively apply to the online sale of MagicTrip by SARL MagicBus on the Website, which is freely accessible to all Internet users.

3.2. Scope of application of the GTC

The GTC exclusively govern the contracts for the online sale of MagicTrip to purchasers in their capacity as consumers (hereinafter referred to as "MagicPeople") with full legal capacity. Together with the online order, the present GTC constitute the contractual documents binding on the Parties, to the exclusion of all other documents, brochures, catalogues or photographs of the products, which have only an indicative value.

The GTC are originally written, as well as all the contractual information mentioned on the Site, in French.

3.3. Availability and opposability of the GTC

The GTC are made available to MagicPeople on the Website where they may be consulted directly and may also be communicated to MagicPeople by e-mail upon request made by telephone, e-mail or post.

The GTC are opposable to MagicPeople, which recognises, by ticking a box provided for this purpose, that it has been made aware of them and has accepted them before placing an order.

The validation of the order by its confirmation is equivalent to MagicPeople's adherence to the GTC in force on the day of the order, the conservation and reproduction of which are ensured by MagicBus SARL in accordance with article 1127-2 of the Civil Code.

3.4. Modification of the GTC

SARL MagicBus reserves the right to modify its GTC at any time.

In the event of a modification of the GTC, the applicable GTC will remain those in force on the date of the order, a copy of which, dated to date, can be provided to MagicPeople upon request.

3.5. GTC Clauses

The invalidity of a contractual clause does not entail the invalidity of the GTC unless it is an impulsive and decisive clause that led one of the Parties to conclude the contract of sale.

The temporary or permanent inapplicability of one or more clauses of the GTC by SARL MagicBus does not constitute a renunciation on its part of the other clauses of the GTC, which continue to have effect.

ARTICLE 4. THE MAGICTRIPS

4.1. FEATURES

The MagicTrips offered for sale and presented on the Website are each subject to a description mentioning their essential characteristics within the meaning of article L111-1 of the French Consumer Code.

The photographs illustrating the MagicTrip offered for sale by SARL MagicBus do not constitute a contractual document.

4.2. AVAILABILITY

The MagicTrips are offered within the limit of available seats.

If an ordered MagicTrip is not available, SARL MagicBus will immediately inform the MagicPeople and may offer a different Itinerary at a different time or, failing that, a credit note for the amount of the order that can be used for any future order placed within a period of one (1) year.

If the MagicPeople does not agree, SARL MagicBus will refund the amount paid within three (3) months following the MagicPeople's request.

Apart from the refund of the price of the unavailable MagicTrip, SARL MagicBus is not liable for any cancellation compensation.

4.3. TRANSPORT WITH MAGICBUS

4.3.1. Exclusive transport with MagicBus

When a MagicTrip is selected by the MagicPeople, the transport of the MagicPeople will exclusively be performed by MagicBus.

4.3.2. Timetable

SARL MagicBus specifies on the Website the departure times in the City of departure Stopover for each MagicTrip .

The departure times are not intangible. The company reserves the right to modify the times and dates for legitimate reasons, particularly if these modifications are the result of a decision by the competent authorities.

The arrival time in the City of the arrival stopover is set at 10:00 am.

4.3.3. Departure

It is recommended that MagicPeople present themselves at the meeting point in the City of departure stopover specified in the Booking Email 30 minutes before the departure time.

If MagicPeople are not present at the scheduled departure point of the booked MagicTrip and at the scheduled time, the booked MagicTrip may be assigned to another person.

If the MagicPeople are informed by SMS, e-mail or any other written form of a delay, the MagicPeople will be requested to show up at the new time that will be communicated to them. Failing this, the MagicTrip will be cancelled and the MagicPeople will be refunded under the conditions set out in these GTC.

If a MagicPeople books an individual trip and combines it with a MagicTrip to form a journey with connections, it fully assumes the risk of missing a connection. In this case, the MagicPeople is not entitled to any alternative transportation mode or accommodation provided by SARL MagicBus. However, if MagicBus is available, SARL MagicBus can offer MagicPeople to join MagicBus at a stop agreed with the other MagicPeople. In such a case, the concerned MagicPeople cannot participate in the voting of the MagicBus itinerary and may not request a refund of the MagicTrip in proportion to the number of days of absence during the MagicTrip.

4.3.4. Access to MagicBus

The MagicPeople must identify themselves to the MagicBus driver by presenting the printed or electronic Booking Email (PDF file) as well as a valid official ID with photograph (ID card, passport, visa if necessary, etc.). The name of the MagicPeople will be checked against the list of reservations in the possession of the MagicBus driver to determine if he or she can board the MagicBus.

Failure to present one of these documents (Booking Email, ID and, if necessary, Visa) may result in the MagicPeople being denied access to the MagicBus.

4.3.5. General obligations of MagicPeople

- 4.3.5.1. The instructions of the MagicBus driver must be followed.
- 4.3.5.2. The MagicBus driver is authorized to exclude anyone under the obvious influence of alcohol or drugs. The same applies to MagicPeople who endanger the safety of other MagicPeople or significantly disrupt the well-being of other MagicPeople. In this case, the concerned MagicPeople cannot exercise any rights with regard to an alternative transportation mode.
- 4.3.5.3. Smoking is not permitted in the MagicBus. This prohibition also applies to electronic cigarettes.
- 4.3.5.4. MagicPeople are liable for any damage (including heavy soiling) deliberately caused to the MagicBus.
- 4.3.5.5. The sale contract can be terminated by SARL MagicBus without prior formal notice in case of inappropriate behaviour of the MagicPeople or if it does not comply with its obligations as set out in the present GTC, despite a (verbal) warning. This is the case if MagicPeople does not comply with the safety instructions. In this case the MagicBus driver is authorised to take the MagicPeople off the MagicBus and to retain the MagicTrip price paid by the MagicPeople in question.
- 4.3.5.6. In accordance with the applicable legal provisions, all MagicPeople must use the safety belt, as long as MagicBus is equipped with one.
- 4.3.5.7. During breaks, stops or police checks or customs checks, MagicPeople must leave the MagicBus at the request of the MagicBus driver. During breaks and stops, MagicPeople must respect the free time outside MagicBus indicated by the MagicBus driver. The MagicBus driver is authorised to continue the MagicTrip if a MagicPeople does not return to the MagicBus after the pause time has elapsed, and the MagicBus driver is not responsible for the absence of a MagicPeople after the indicated pause time.

4.3.6. Special obligations of MagicPeople in international connections

- 4.3.6.1. If a MagicPeople is making an international connection, must respect the applicable regulations regarding identity documents and papers, visas, foreign currency, customs and health. The MagicPeople is liable of any damage caused by its non-compliance with these regulations, even if these regulations are changed after the reservation.
- 4.3.6.2. When a MagicPeople travels abroad or coming from abroad, it is obliged to carry all the documents and identity papers necessary to cross the border (general rule: identity card for citizens of the European Union, Switzerland, Norway and Iceland; Passport for all nationalities). It is recommended to check with the embassy or consulate concerned and to visit the europa.eu website: http://europa.eu/youreurope/citizens/travel/entry-exit/index_fr.htm.
- 4.3.6.3. It is the responsibility of MagicPeople to find out before the MagicTrip what identity papers and documents it should have in its possession.
- 4.3.6.4. Before each boarding on MagicBus, MagicPeople travelling abroad or coming from abroad must provide the MagicBus driver with a valid identity paper or document containing at least their first and last names and passport photo (identity card, passport, visa if necessary etc.). The MagicBus driver will check that the information on the passport or identity document matches the reservation email presented by the MagicPeople.
- 4.3.6.5. MagicBus reserves the right to refuse to drive a MagicPeople :
- if the MagicPeople is not in possession of any paper or identity document including at least its first and last names and passport photo;
- if the MagicPeople presents a paper or identity document whose information does not match to those indicated on the reservation email.
- 4.3.6.6. In the circumstances mentioned in article 4.3.6.4, a MagicPeople unable to attend the MagicTrip due to its own fault, since it is stated in article 4.3.6.2. of the GTC that identity papers are mandatory for all travel to or from abroad, will not be able to request a refund for their MagicTrip.
- 4.3.6.7. MagicPeople are required to take with them only goods that are exempt from customs duties, both in terms of their nature and quantity.

4.3.7. Children and minors

- 4.3.7.1. Children can travel with MagicBus from their tenth birthday onwards.
- 4.3.7.2. Minors under the age of 18 must be accompanied during the MagicTrip by a person with parental authority.
- 4.3.7.3. Children do not travel at a reduced rate.

4.3.8. Passengers with a disability or reduced mobility

- 4.3.8.1. Disabled persons or persons with reduced mobility do not travel at a reduced rate.
- 4.3.8.2. In order to be able to provide transport for the person with a disability or reduced mobility as well as his/her attendant, it is necessary for this MagicPeople to state his/her needs when booking the MagicTrip on the Website.

- 4.3.8.3. Guide dogs for the blind and assistance dogs for people with a disability that have to assist them travel free of charge, as long as a certificate in the form of a disability card for the severely disabled is presented or a corresponding certificate. These animals are exempted from the obligation to wear a muzzle.

In order to be able to ensure the transport of a guide dog for the blind or an assistance dog for people with a disability, it is necessary for the MagicPeople to notify SARL MagicBus of its needs by telephone before booking and no later than seven (7) days before departure.

- 4.3.8.4. If, due to the design of MagicBus, it proves to be materially impossible to ensure the safe and operational boarding, alighting, transport or accommodation of the disabled person or person with reduced mobility, SARL MagicBus reserves the right to refuse a reservation, to refuse to establish or make available in any way whatsoever a reservation e-mail or to refuse the person to board.
- 4.3.8.5. Due to the special features of MagicBus, it is currently only possible to transport disabled persons or persons with reduced mobility if they are able to board the vehicle independently and without assistance from a third party. The MagicPeople may request to be escorted by a person of its choice who is able to provide the required assistance to the disabled person or to the person with reduced mobility so that the reasons for refusal no longer apply. The attendant does not travel at a reduced rate or free of charge. He or she must provide a reservation email.
- 4.3.8.6. The concerned MagicPeople will be informed of the reasons for refusing access to MagicBus.in writing, upon request and within five (7) working days following the receipt of the request,
- 4.3.8.7. If the transport of a person with a disability or a person with reduced mobility has been verified, if a reservation email has been sent and the transport of this person is still refused, the concerned MagicPeople and his or her attendant have a choice: (a) a refund of the price of the MagicTrip, or (b) where possible, continuation of the MagicTrip to the City of arrival stopover, using a different itinerary and another acceptable mean of transport.
- 4.3.8.8. Transport of wheelchairs or other mobility aids : MagicPeople with a disability or reduced mobility are entitled to free transport of their wheelchair or other mobility aid if space is available.

In addition, wheelchairs must have lashing points with straps according to DIN 75078-2 and a manufacturer's approval according to DIN EN 12183 or 12184. Compliance with the prescribed standards for transport must be confirmed prior to booking. The concerned MagicPeople ensures that the wheelchair is in good working order and that it is designed in such a way that it can be used safely during the MagicTrip. The wheelchair must comply with the applicable administrative safety requirements. Wheelchair transport may be refused if there are important indications that safe transport is not possible or is questionable. SARL MagicBus excludes any liability for damages caused by the poor technical condition of the wheelchair.

The concerned MagicPeople is requested to inform the customer service department by telephone, 14 to 7 days before booking at the latest, of the exact model of wheelchair or mobility aid, so that SARL MagicBus can check the transport possibilities.

4.3.9. Immobilization of MagicPeople

- 4.3.9.1. In the event of a breakdown of the MagicBus, SARL MagicBus will make every effort to have the MagicBus fixed as soon as possible.
- 4.3.9.2. If MagicBus is immobilized due to circumstances beyond the control of MagicBus or SARL MagicBus (traffic accident, bad weather, war, etc.), SARL MagicBus is not liable to pay any compensation to MagicPeople, regardless of the duration of the immobilization of MagicBus.

In the event of immobilization of the MagicBus due to a MagicPeople (crime, lack of Visa, etc.), SARL MagicBus may expel the concerned MagicPeople, and in any case, no compensation may be claimed by the other MagicPeople.

4.3.9.3. In the event of theft of the MagicBus, MagicPeople will not be refunded the price of their MagicTrip. SARL MagicBus undertakes to arrange for the MagicPeople to be accommodated in the nearest available youth hostel and to organise the most direct return journey to the City of arrival stopover.

4.4. HOSTING WITH MAGICBUS

The MagicPeople sleep on removable beds (dimensions: 70cm x 190 cm). During the MagicTrip the beds will be closed and converted into a seat or dining table.

MagicBus is equipped with a shower and sanitary facilities. The water used on board is taken from a clean and drinkable water supply, which is recharged on the first day of the MagicTrip. Drinking water is kept in a separate tank and is for single use only. Sanitary water is reused thanks to an integrated waste water treatment system. However, SARL MagicBus cannot provide running water on board the MagicBus.

The malfunction of the system is one of the known risks of the project. MagicPeople are informed of this risk and agree, in the event of a malfunction, to use the nearest public showers.

4.5. COMMON POT

The Common Pot will be left at the disposal of the MagicPeople for the purchase of food items for the preparation of the daily meal common to all MagicPeople on board the MagicBus.

The MagicPeople will have to agree among themselves for the preparation of the daily common meal. SARL MagicBus provides them with sample dishes. Under no circumstances SARL MagicBus can guarantee a common daily meal decided upon by the MagicPeople taking into account food allergies or specific diets. Each MagicPeople will have to inform the other MagicPeople of their dietary restrictions when purchasing food from the Common pot.

ARTICLE 5. PRICES

5.1. Selling prices

In accordance with article L. 112-1 of the French Consumer Code, sales prices are indicated, for each MagicTrips appearing on the Website, in Euros, all taxes included, excluding costs for transporting the MagicPeople to the City of the departure stopover and excluding return transport costs depending on the City of the arrival stopover chosen by the MagicPeople.

The total amount owed by MagicPeople is indicated on the order confirmation page.

The sale price of the MagicTrip is the price in force on the day of the order.

The sale price of the MagicTrip does not include optional activities that are charged in addition to the price.

In the event of a price promotion, MagicBus SARL undertakes to apply the promotional price to all orders placed during the period of the promotion.

5.2. Modification

SARL MagicBus reserves the right to modify its prices at any time, while guaranteeing MagicPeople the application of the price in force on the day of the order.

ARTICLE 6. OFFERS

6.1. Domain

In the event of a reservation by a MagicPeople residing outside the European Union, the MagicPeople is solely responsible for obtaining a visa for each country crossed during the MagicTrip booked by it.

6.2. Duration

The online sales offers presented on the Website are valid only for the period and duration of the MagicTrip mentioned on the Website.

6.3. Acceptance

Acceptance of the offer by the MagicPeople is confirmed by the validation of the order, in accordance with the double-click procedure .

ARTICLE 7. ORDER

7.1. Steps for the conclusion of the contract

To place an order, the MagicPeople, after having filled its virtual basket with the MagicTrip(s) selected and the number of travellers desired, clicks on the "Confirm" button and provides information about its civil status, food and health restrictions. Then he/she certifies that he/she is in possession of valid administrative documents required for his/her journey in the countries concerned by this trip (up to date VISA, passport, etc...) and that he/she meets the medical and health conditions necessary for this trip. He/she then validates this information by clicking on the button "Confirm my order". Afterwards, he/she can consult the complete travel contract to check the details of his/her order (including price details), and tick the boxes certifying, in particular, that he/she has read and accepted the GTC and that he/she has read MagicBus's GDPR policy, before proceeding to the final payment of his order.

Payment of the order implies acceptance of the GTC and forms the final contract.

An email acknowledging receipt of the order and payment (referred to as the "Booking Email"), to which the travel contract is attached, is sent by SARL MagicBus as soon as possible.

7.2. Modification of an order

It is not possible to modify your reservation directly with the MagicBus driver.

Any modification of order by the MagicPeople after confirmation of the order is subject to acceptance by SARL MagicBus. Therefore, the MagicPeople must contact SARL MagicBus by email at hello@magicbusworld.com and specify the desired modifications.

SARL MagicBus reserves the right to make one or more modifications to the MagicTrip ordered in case of geopolitical events (strikes, demonstrations, civil war, risk of terrorism, etc.) that prevent the MagicBus from parking in a Stopover City, until the scheduled departure date and/or finish Stopover City chosen by MagicPeople.

SARL MagicBus cannot be held responsible for the change of Stopover City and will do its utmost to enable MagicPeople to join or leave the MagicBus as close as possible to the chosen Stopover City and as soon as possible.

ARTICLE 8. CONTRACT

8.1. Conclusion of the contract

The sales contract is formed upon confirmation of the order by the MagicPeople.

8.2. Archiving and proof

The archiving of communications, purchase orders and invoices is carried out on a reliable and durable medium so as to constitute a faithful and durable copy in accordance with Article 1360 of the Civil Code. These communications, purchase orders and invoices may be produced as proof of the contract.

8.3. Withdrawal

The order can be withdrawn by the MagicPeople by registered letter with acknowledgement of receipt or in writing on another durable medium within the withdrawal period of fourteen (14) days from the date of the order.

In the case of legal withdrawal, the MagicPeople can ask for a refund of the price paid.

8.4. Cancellation

8.4.1. Due to the MagicPeople

It is not possible to cancel your reservation directly with the MagicBus driver. Cancellations can only be made by email or telephone up to 2 weeks before the scheduled departure date.

In the event of cancellation of the order by MagicPeople, after acceptance by the SARL MagicBus, for any reason other than force majeure, the following cancellation policy applies:

- Cancellation made 4 weeks or more before the departure date of the MagicTrip: 50% of the total amount will be refunded.
- Cancellation made between 2 and 4 weeks before the departure date of the MagicTrip: 25% of the total amount will be refunded.
- Cancellation made less than 2 weeks before the departure date of the MagicTrip: no refund will be made.

8.4.2. Due to SARL MagicBus

SARL MagicBus may be forced to cancel MagicTrip in exceptional cases if :

- the minimum number of 2 MagicPeople is not reached. In this case the MagicPeople will be informed at the latest 7 days before the scheduled departure date.
- required by security conditions or in case of an event which could not reasonably have been foreseen. SARL MagicBus will, whenever possible, offer another MagicTrip, which MagicPeople will be free to refuse. In this case, MagicPeople will be reimbursed in full, excluding non-refundable costs already incurred by the company SARL MagicBus.

ARTICLE 9. PAYMENT

9.1. Due date

The price is payable in full after confirmation of the order.

Payment is made by credit card immediately upon ordering .

9.2. Additional payment

Before concluding a sale or service contract, SARL MagicBus ensures that MagicPeople expressly agrees to any additional payment over and above the price of the main object of the contract. In the event that the additional payment results from MagicPeople's consent by default, i.e. in the absence of its express opposition to pay options that it has not requested, the MagicPeople may claim reimbursement of the sums paid for this additional payment.

9.3. Secure payment system

The Website is equipped with the STRIPE online secure payment system allowing the MagicPeople to encrypt the transmission of its bank data.

ARTICLE 10. INSURANCE

Each MagicPeople has the possibility to subscribe to an insurance policy proposed by MagicBus SARL via a clickable link

ARTICLE 11. LUGGAGES

- 11.1. The luggage allowance is limited to one piece of luggage per MagicPeople with a maximum size of 70 x 40 x 30 cm. Each MagicPeople can carry one piece of luggage up to a total weight of 25 kg. Luggage includes suitcases and hiking bags and backpacks.

There is no general right to carry more than one piece of checked luggage.

- 11.2. Les MagicPeople sont tenus de stocker et de surveiller leur bagage afin de ne pas mettre en danger la sécurité du transport ou de ne pas déranger les autres MagicPeople. En principe, les bagages doivent être rangés dans le coffre à disposition du MagicPeople.

- 11.3. The luggage and its contents are the responsibility of MagicPeople for the duration of the MagicTrip and must be monitored accordingly. In the event of unauthorised access by third parties, the MagicBus driver must be informed immediately.
- 11.4. The transport of so-called special luggage requires prior check-in by MagicPeople and confirmation. No right to transport special luggage can be exercised.
- 11.5. All objects whose dimensions exceed the dimensions applicable to luggage are considered as special luggage. The sum of the height, length and width of the special baggage shall not exceed 240 cm. The weight of special baggage shall not exceed 6 kg.

In any case, transport is limited to 1 special luggage per MagicPeople per MagicTrip.
- 11.6. Valuable objects such as cash, jewellery, precious metals, keys, glasses (sun and/or sight glasses), electronic devices (laptops, iPads, tablets, MP3 players, mobile phones, cameras), contact lenses, prostheses, medicines, important documents (diplomas, certificates, identifiers, passports, driving licences, titles), etc., and fragile objects must be carried in hand luggage and not in normal luggage, and be under the constant vigilance of MagicPeople.
- 11.7. No liability claims against SARL MagicBus will be accepted. Cases of gross negligence or willful misconduct are excluded.
- 11.8. The transport of dogs and other animals is excluded..

12. RESPONSIBILITY

12.1. SARL MAGICBUS RESPONSIBILITY

- 12.1.1. In cases of slight negligence, liability can only be assumed, except in the case of death, bodily injury or damage to health, if the main contractual obligations have been breached.
- 12.1.2. Liability for collateral damage shall be excluded in the event of ordinary negligence. This does not apply in the case of intentional or negligent injury to life, body or health.
- 12.1.3. All liability is excluded for loss of luggage not related to an accident involving MagicBus, apart from the mixing or theft of luggage, except in the case of deliberate act or gross negligence.
- 12.1.4. Liability for present or future damage resulting from the incorrect organisation of MagicPeople's luggage is excluded, except in the case of deliberate action or gross negligence.

12.1.5. Compensation for damage to a wheelchair or other mobility or assistive equipment shall always be at least equal to the replacement value or repair cost of the lost or damaged equipment. In such cases, every effort shall be made to replace, at least temporarily, such equipment with other equipment having the same technical and functional characteristics as the lost or damaged mobility equipment.

12.1.6. The limitations and exclusions of liability do not apply to a liability prescribed by law without fault or if no no-fault guarantee has been assumed in individual cases.

12.2. EXEMPTION FROM LIABILITY

SARL MagicBus cannot be held liable in the event of non-performance or poor performance of the MagicTrip due either to MagicPeople, or to the insurmountable and unforeseeable act of a third party to the MagicTrip, or to force majeure.

12.3. PENALTY CLAUSE

In all cases of non-fulfilment of its obligations by MagicPeople, the price paid for the order remains acquired by SARL MagicBus by way of compensation.

ARTICLE 13. RIGHT OF WITHDRAWAL

13.1. ACTIVATION OF THE RIGHT OF WITHDRAWAL

MagicPeople who order a MagicTrip have **the right to withdraw from the order within fourteen (14) days without giving any reason.**

The withdrawal period expires fourteen (14) days after the day on which the contract was concluded in accordance with article 8.1. above.

In order to exercise the right of withdrawal, MagicPeople must notify SARL MagicBus: :

- its name, geographical address and, when available, its telephone number, fax number and e-mail address ;
- as well as its decision to withdraw from the contract by means of an unambiguous statement (e.g. letter sent by post, fax or e-mail if these contact details are available and therefore appear on the standard withdrawal form).

In order to comply with the fourteen (14) day withdrawal period, it is sufficient for MagicPeople to send its communication regarding the exercise of the right of withdrawal before the end of the fourteen (14) day period. In any case, the burden of proof of this exercise lies with MagicPeople.

13.2. EFFECTS

In the event of cancellation on the part of MagicPeople, SARL MagicBus will refund all payments received from MagicPeople without undue delay and in any case no later than fourteen (14) days from the day SARL MagicBus is informed of the decision to cancel the contract, if any.

Refunds will be made using the same means of payment used by MagicPeople when placing the order. With MagicPeople's express consent, another mode of payment may be used. In any case, this refund will not incur any costs for the withdrawing MagicPeople.

13.3. MODEL WITHDRAWAL FORM

The model withdrawal form is detachable and can be found in the annex to the GTC.

ARTICLE 14. COPYRIGHT PROTECTION

The elements reproduced on this Website (photographs, visuals, texts, drawings and images), which are the exclusive property of the publisher, are protected by copyright, trademark law and patent law.

Any reproduction and distribution of these elements, without prior written authorisation from the publisher, exposes offenders to legal proceedings.

ARTICLE 15. PROTECTION OF PERSONAL DATA

15.1. COLLECTION OF PERSONAL DATA

The personal data collected on the Website are as follows:

15.1.1. Account opening : When creating an account for MagicPeople, his first and last name, email address and password.

15.1.2. Connection: When connecting MagicPeople to the Website, the website records, in particular, its surname, first name, connection data, use and location.

15.1.3. Profile: The use of the services provided on the Website allows the user to fill in a profile, which may include an address and telephone number.

15.1.4. Payment : Within the framework of the payment of the MagicTrip offered on the Website, the STRIPE platform records financial data relating to the bank account or credit card of the MagicPeople. SARL MagicBus does not record any financial data.

15.1.5. Communication: When the Website is used to communicate with other MagicPeople, data concerning MagicPeople communications are temporarily stored.

15.1.6. Cookies: Cookies are used, within the framework of the use of the Website. MagicPeople has the possibility of disabling cookies from its browser settings.

15.2. USE OF PERSONAL DATA

The personal data collected from the MagicPeople is used to provide the Website's services, to improve them and to maintain a secure environment. More specifically, the uses are as follows:

- access and use of the Website by MagicPeople ;

- management of the operation and optimisation of the Website;
- organisation of the conditions of use of payment services;
- verification, identification and authentication of data transmitted by MagicPeople;
- offering MagicPeople the possibility of communicating with other MagicPeople;
- implementation of user assistance;
- personalizing services by displaying advertisements based on MagicPeople's browsing history, according to its preferences;
- prevention and detection of fraud, malware (malicious software or malware) and management of security incidents;
- management of possible disputes with MagicPeople ;
- sending commercial and advertising information, according to MagicPeople's preferences

15.3. SHARING OF PERSONAL DATA WITH THIRD PARTIES

Personal data may be shared with third party companies in the following cases:

- When the MagicPeople uses payment services, for the implementation of these services, the Website is in relation with third party banking and financial companies with which it has contracts;
- When the MagicPeople publishes, in the free comment areas of the Site, information accessible to the public;
- when the MagicPeople authorizes the website of a third party to access its data;
- when SARL MagicBus uses the services of service providers to provide user support, advertising and payment services. These service providers have limited access to MagicPeople's data in the context of the execution of these services and are contractually obliged to use them in accordance with the provisions of the applicable regulations on the protection of personal data;
- If required by law, SARL MagicBus may transmit data in order to pursue claims against SARL MagicBus and to comply with administrative and legal proceedings;
- If SARL MagicBus is involved in a merger, acquisition, asset disposal or receivership, it may be required to dispose of or share all or part of its assets, including personal data. In this case, MagicPeople will be informed before personal data is transferred to a third party.

15.4. TRANSFER OF PERSONAL DATA

Due to the organisation of the company responsible for the Website, MagicPeople authorises SARL MagicBus to transfer, store and process its information in the United States. The laws in force in this country may differ from the laws applicable in MagicPeople's place of residence within the European Union. By using the Website, MagicPeople consents to the transfer of its personal data to the United States.

MagicBus SARL remains responsible for personal data that is shared with third parties within the framework of the Privacy Shield.

SARL MagicBus complies with the rules of the Privacy Shield, the data protection shield between the European Union and the United States, as formulated by the US Department of Commerce regarding the collection, use and storage of personal data transferred to the United States from the European Union. The Site has declared to the U.S. Department of Commerce that it adheres to the principles of the Privacy Shield. In the event of a conflict between the terms of this clause and the Privacy Shield Principles, the Privacy Shield Principles shall prevail.

15.5. SECURITY AND CONFIDENTIALITY

SARL MagicBus implements organisational, technical, software and physical measures in the area of digital security to protect personal data against alteration, destruction and unauthorised access. However, please note that the internet is not a completely secure environment and SARL MagicBus cannot guarantee the secure transmission or storage of information on the internet.

15.6. ENFORCEMENT OF MAGICPEOPLE RIGHTS

In application of the rules applicable to personal data, users have the following rights:

- They can update or delete their personal data by logging into their MagicMe account and configuring their MagicMe account settings;
- they can delete their MagicMe account from within that account: by scrolling down the "MagicMe" icon in the navigation bar, then clicking on "My Account" and then clicking on the "Delete My Account" button. Please note that information shared with other users, such as postings on forums, may remain visible to the public on MagicTravelBook, even after deletion of the MagicMe account;
- they may exercise their right of access, to know their personal data by writing to the following e-mail address: hello@magicbusworld.com. In this case, before implementing this right, SARL MagicBus may request proof of the user's identity in order to verify its accuracy ;
- if the personal data held by SARL MagicBus is inaccurate, the user may request that the information be updated by writing to the following e-mail address: hello@magicbusworld.com;
- MagicPeople have the right to access, modify, correct and delete their personal data at any time and may request the deletion of their personal data, in accordance with applicable data protection laws, by writing to the following e-mail address: hello@magicbusworld.com.

It is also specified that MagicPeople who do not wish to be the subject of commercial prospecting by telephone can register free of charge on the Bloctel opposition list on the bloctel.gouv.fr website.

If they do not wish their details to be passed on to third parties, they must inform the department responsible for processing.

The processing of nominative data, which is kept by SARL MagicBus for the sole purpose of proper administration of orders and commercial relations, complies with the GDPR.

15.7. EVOLUTION OF THIS CLAUSE

SARL MagicBus reserves the right to make any changes to this clause on the protection of personal data at any time. If a change is made to this personal data protection clause, SARL MagicBus undertakes to publish the new version on its website. SARL MagicBus will also inform users of the change by e-mail, at least fifteen (15) days before the effective date. If MagicPeople does not agree with the terms of the new wording of the personal data protection clause, it has the option of deleting its MagicMe account.

ARTICLE 16. INVALID CLAUSES

Should individual provisions of these GTC be or become wholly or partially invalid or void, the validity of the contract shall otherwise remain unaffected in principle.

ARTICLE 17. CONTRACTUAL LANGUAGE

The original General Terms and Conditions are written in French. In the event that they are translated into one or more foreign languages, only the French text shall be deemed authentic in the event of a dispute.

ARTICLE 18. MEDIATION

18.1. PRIOR CLAIM

In the event of a dispute, the MagicPeople must first contact the customer service of SARL MagicBus at 06.59.09.11.65, Monday to Friday, except public holidays or holidays, from 9am to 5pm or by email hello@magicbusworld.com or by post at 31 résidence du château 31150 Fenouillet (FRANCE).

18.2. REQUEST FOR MEDIATION

In the event of failure to make a claim to SARL MagicBus customer service or in the absence of a response from this service within two (2) months, MagicPeople may submit the dispute relating to its order or to these GTC opposing SARL MagicBus to a mediator who will attempt, with complete independence and impartiality, to bring the Parties together with a view to reaching an amicable solution.

The Parties remain free to accept or refuse recourse to mediation and, in the event of recourse to mediation, to accept or refuse the solution proposed by the mediator.

18.3. AMICABLE RESOLUTION OF CROSS-BORDER DISPUTES,

For the amicable resolution of cross-border disputes, the European Commission has published a European consumer complaint form available on the website of the European Consumer Centres EEJ-NET.

When a dispute is brought to the attention of a European Consumer Centre, this body forwards it to the European Consumer Centre in France. The procedure ends with an amicable settlement by a mediator or other competent authority.

ARTICLE 19. COMPETENT JURISDICTION

In the absence of an amicable agreement, you may bring any dispute relating to the existence, interpretation, conclusion, execution or breach of the contract and all documents related to this contract before the court.

The competent court for natural persons who do not have a general jurisdiction in their country, as well as for natural persons who, following the conclusion of a contract of carriage, have moved their principal residence or habitual place of abode abroad, whose principal residence or habitual place of abode is not known at the time of the legal action, is that of the city of **Toulouse (France)**.

ARTICLE 20. PROPER LAW

This contract and the GTC governing it are subject to French law.

Foreign MagicPeople who have contracted on a French website will have to demonstrate, in order to obtain from the judge the application of their own law, that French law is less favourable than that of their country and that the law of their country creates a barrier to trade in the internal market that is justified by the protection of MagicPeople.