

Special Sales Conditions ION CLUB HOLIDAYS

- ION CLUB/Aquaphyle offers the following services: Accommodation reservation, transfers, and stays.

ARTICLE 1 – REGISTRATION AND PAYMENT TERMS

Registration for our trips, activities, accommodation, and transfers presented on our website implies acceptance of the general sales conditions submitted to the provisions of articles R211-3 to R211-11 of the Tourism Code relating to the "Contract for the Sale of Travel and Stays," modified by Decree No. 2009-1650 of December 23, 2009. It also implies acceptance of the specific conditions described here and the general sales conditions of ION CLUB.

Any reservation must be made by payment of the total amount of the stay or a deposit corresponding to 35% of this amount. The registration is considered upon receipt of this payment.

The receipt and collection of payment (total sum or deposit) does not imply the acceptance of the reservation by ION CLUB/Aquaphyle. It will be confirmed within the limit of availability within 1 to 7 days from the receipt of payment. In case of payment by deposit, the balance must be paid no later than 1 month before the departure date.

The customer who has not paid the balance on the agreed date may be considered by ION CLUB/Aquaphyle as having cancelled the stay, and will have to pay the corresponding penalties. If the registration occurs less than one month before departure, the total price of the stay must be paid upon registration. Any payment will be fully and promptly refunded in case of non-confirmation of reservations due to lack of availability.

ARTICLE 2 – PRICES

The prices in our documentation (brochures, websites) were established based on information known as of December 1 for the following summer season (from 01/05 to 30/10) and August 1 for the following winter season (from 01/11 to 30/04). They must be confirmed on the quote issued by ION CLUB/Aquaphyle. Quotes are always made subject to the availability of services offered on the dates of the stay. Prices are calculated on a unit basis relating to different services described in our sales contracts. They are valid for the specified number of participants. They are based on a certain number of nights and do not necessarily correspond to a specific number of full days. If, due to the schedules imposed by the airlines, the first and last day (or night) are shortened due to a late arrival or early departure, no refund can take place.

In general, prices include:



- Accommodation with the chosen formula: Self-catering, bed and breakfast, half-board, or full board.
- ION CLUB sports service: With or without rental of kitesurfing, windsurfing, wingfoil, paddle, or surf equipment; with or without courses or lessons; with or without storage of personal equipment.
- Transfer

In the case of stays accompanied by a coach and in the event of the coach's inability to conduct the coaching event, the stay is still maintained with a reduction in price which will be refunded if necessary, for the amount indicated on the initial quote.

Price Revision: ION CLUB/Aquaphyle cannot foresee at the date of publication of its rates, fluctuations in exchange rates or increases in the cost of transportation or local tourist taxes. In this case, ION CLUB/Aquaphyle informs the participant as soon as possible and expressly reserves the right to revise its sales prices based on variations in the cost of transportation, especially related to fuel, and the exchange rate of the currency of the country concerned.

Some other taxes will be billed separately and/or payable locally. New mandatory taxes may come into effect. We will inform you of these at the time of booking within the limits of our information. They will be due in any case.

In the event of a price increase of more than 8%, ION CLUB/Aquaphyle will inform the participant as soon as possible, propose another service if necessary, and indicate the deadline by which the participant must communicate his decision to pay the price supplement, choose another service, or cancel the sales contract.

In any case, no price revision can take place less than 30 days before departure. Any modification of the services may lead to the adjustment of published prices, up or down, up to 20 days before departure, in accordance with Article L211-12 of the Tourism Code.

Stay Duration: The first day of the stay, even if the arrival is late at night, and the last day of the stay, even if the return is early in the morning, are included in the duration of the stay. This is the case in our sector, and rules are necessary. We do not assume additional costs incurred by early or late departure or return times. Prices are fixed and cannot give rise to any refund or credit in the case of an early or late departure or arrival schedule.

ARTICLE 3 - MODIFICATIONS TO THE SALES CONTRACT BY THE CUSTOMER BEFORE DEPARTURE

Any changes to the file requested by the customer must be made in writing (minimum email). More than 30 days before departure, and on the express condition that these modifications are authorized by the providers, this modification may result in fees of a minimum of €50 per person. If the modifications requested by the customer result in



additional fees exceeding €50 per person imposed by ION CLUB/Aquaphyle's service providers, these fees will be fully passed on to the customer.

Any modification requested within 30 days or less before departure may be considered by ION CLUB/Aquaphyle as a cancellation of the sales contract, and will result in the application of cancellation conditions as per Article 4 of the special sales conditions. Modification fees are non-refundable under any circumstances.

ARTICLE 4 - CANCELLATION BY THE CUSTOMER

You must inform us of your decision to cancel by registered letter with acknowledgment of receipt (R.A.R) or email, ensuring its proper receipt by our services. The date of receipt of this letter will determine the date of your cancellation. The cancellation, regardless of its date, does not exempt you from the full payment of the amounts due. The refund procedure can only take place under this condition. In the event of cancellation by the customer, the refund of amounts will occur, minus the cancellation fees below, based on the cancellation date (unless otherwise stated on the registration form):

- Up to 31 days before the departure date: €30
- From 30 to 14 days before departure: 50% of the total amount of the file
- From 13 to 8 days before departure: 75% of the total amount of the file
- From 7 days to the day of departure: 100% of the total amount of the file

Special cases: Regardless of the cancellation or contract modification date, **fixed land fees** are added to the scale above:

- Costs incurred early for firm reservations (for example, for certain accommodations with very low capacity or with cancellation conditions stricter than ours) will be charged in case of cancellation.
- The fees and conditions are specified in the sales contracts (or, in the absence of such, in the contracts with our service providers)

ARTICLE 5 – CONTRACT ASSIGNMENT

In accordance with Article R.211-7 of the Tourism Code, you have the option to assign your contract to an assignee who meets the same conditions as you to carry out the stay, as long as this contract has not produced any effect. You are obliged to inform ION CLUB/Aquaphyle of your decision by any means that allows for acknowledgment of receipt, and no later than seven days before the start of the stay. In the event of a contract assignment, the assignor and/or the assignee must first pay the fees incurred by the assignment, which will be communicated to you by your advisor. The assignor and the assignee are jointly responsible for the payment of the balance of the price, as well as any fees, charges, or other additional costs possibly incurred by this assignment.



ARTICLE 6 – MODIFICATION OR CANCELLATION BY THE ORGANIZER

A modification of the contract elements by the organizer may occur if events beyond their control arise. ION CLUB/Aquaphyle informs participants as soon as possible. The client cannot refuse this contract modification if it does not affect an essential element of the contract. When a significant portion of the services of the stay cannot be provided by ION CLUB/Aquaphyle as specified in the sales contract, ION CLUB/Aquaphyle promptly offers the participant, at no extra cost, other services of equal or superior quality to those specified in the contract, for the continuation of the contract, including when the participant's return to their departure location is not provided as agreed. The participant can only refuse the proposed alternative services if they are not comparable to what was specified in the contract.

The organizer may cancel a departure due to special conditions, including force majeure, social events, strikes, weather conditions, or traveller safety. In such cases participants will be fully refunded without being entitled to any compensation.

If the organizer is obliged to cancel a departure due to an insufficient number of participants in the context of a group stay, clients are informed no later than 21 days before departure with the following options:

- Either the possibility to maintain the departure on the original date for an additional cost, which will be mentioned on the registration form.
- Or reschedule to a stay on the same date or a later date with an additional charge or reduction in price depending on the choices.
- Or total cancellation without being entitled to any compensation.

Special cases for coaching or themed weeks: If the minimum number of participants required to maintain the coaching is not reached 30 days before departure, the stay will proceed without the coaching service, and participants will be refunded an amount specified on their registration form.

In case of unavailability of coaches due to medical reasons and an inability to find replacements, the stay will be maintained in its content but without coaching services, and the rate will be reduced by an amount indicated on the registration form.

ARTICLE 7 – AFTER-SALES SERVICE

During the stay: Participants are required to inform ION CLUB/Aquaphyle of any observed non-compliance during the execution of the stay by contacting us immediately via email or phone. The failure to report on-site non-compliance may influence the amount of any damages or price reduction due if prompt reporting could have prevented, or diminished the damage to the client(s).



After the stay: In accordance with Article R.211-6-7 of the Tourism Code, any complaint must be transmitted to ION CLUB/Aquaphyle by any means that provides proof of receipt to the quality service no later than one month after the end of the stay. Beyond this period, the case cannot be processed with the same diligence. It should be addressed to: ION CLUB/Aquaphyle, Apartment F61, 2 Rue Louise Weiss – 31200 TOULOUSE. For ION CLUB/Aquaphyle to ensure a quick and effective processing of the request, it is imperative to provide all necessary supporting documents. Only complaints related to the content of the contract binding the parties and the contractual obligations of travel and stay sales professionals will be considered. The processing time of complaints depends on the responses from the service providers.

After contacting the Quality Service and failing to receive a satisfactory response within 90 days, the participant may contact the Tourism and Travel Mediator, whose contact details and filing procedures are available on their website: www.mtv.travel or by accessing the online dispute resolution platform.

Any dispute arising from the above conditions falls under the jurisdiction of the courts of Toulouse, with French law being the only applicable law.

ARTICLE 8 - LIABILITY DURING THE PRACTICE OF WATERSPORTS ACTIVITIES

Upon arrival, each participant signs a contract with the service provider center during the "check-in" procedure.

Reminder of Rules:

Participants:

Must have sufficient health and physical fitness, enabling them to use the equipment adequately without danger to themselves or others.

To participate in courses or rent water sports equipment, participants must be able to swim unaided in the sea for at least 15 minutes. For minors, this affirmation must be made by the legal guardian, without which the contract for the minor will be invalid.

Must inform our teams about their health.

Should not be under the influence of drugs or alcohol, and should avoid overconsumption of food.

Equipment Rental:

The customer implicitly acknowledges having sufficient technical competence to use the rented equipment independently. A test may be requested by our service providers. ION CLUB reserves the right to change the current rental reservation if it deems that the customer does not have the required level. Upon receiving their equipment, the customer navigates, kites, or surfs at their own risk, regarding third parties and the entrusted equipment.

Storage:



The customer is solely responsible for their equipment, cleaning, storage, drying, etc. In case of a request to our teams to help with take-off, landing, or storage, ION CLUB disclaims any responsibility in the event of an incident and damage to the equipment.

Personal Insurance for Sports Practice:

ION CLUB draws its clients' attention to the need to be properly insured for civil liability abroad as well as for assistance and repatriation, especially for the practice of water sports, including kitesurfing, which is often excluded from insurance contracts.

Safety:

Each contractor/participant must scrupulously follow the instructions of water sports instructors from SE service providers or authorized team members. The contractor/participant must be informed about safety requirements and know the rules of etiquette on the water, as well as put them into practice. Damages to water sports equipment caused by non-compliance with the instructions of water sports instructors/staff, or non-compliance with safety rules must be personally covered by the contractor/participant. SE recommends its clients to subscribe to the "Cover Plus" service covering damage to water sports equipment.

ARTICLE 9 - ADMINISTRATIVE AND HEALTH FORMALITIES

Before registering for your trip, you must verify that each participant, based on their personal situation and nationality, possesses a valid passport or identity card (ID), which will be used to carry out the planned stay, along with any other document(s)/proof (visa, exit permits, family booklet, etc.) necessary, and compliant with the requirements for transit and/or entry into the country or countries of the stay. ION CLUB/Aquaphyle provides general information regarding entry formalities into the country. These formalities depend on the participant's nationality, and we are at your disposal to assist you in the process if needed. Participants are responsible for obtaining all documents required by the authorities of the countries visited (valid ID card or passport, visa, vaccinations, etc.).

For the organization of your trip, please note that some countries and/or service providers may require the transmission of certain personal data to fulfil forms and/or requirements related to their reservation system. In this regard, we may be obliged to communicate the following data to these service providers:

- Your names, first name(s), date of birth, and gender.
- Data related to a need for assistance (children, persons with reduced mobility, or others).

It is important to specify that if you have to fill out administrative forms for your trip, you must provide the same information as that transmitted to ION CLUB/Aquaphyle and indicated on the identity document you will use during your stay, namely, name, first name(s), date of birth, and gender. Failure to comply with this procedure may result in refusal of entry into the territory (transit or final destination). ION CLUB/Aquaphyle



cannot, under any circumstances, be held responsible for the consequences of the participant's failure to observe police, customs, or health regulations before or during the journey (e.g., loss of identity papers and/or plane tickets).

Information on safety and health risks: We recommend regularly checking the "country fact sheet" for the country/countries you are visiting for your vacation with ION CLUB/Aquaphyle on the Government website of your country of origin.

Health risks: We also recommend regularly checking information on the risks of the destination country/countries, and following the recommendations available on the website of your country of origin's Government and the World Health Organization: www.who.int.

Minors: For any trip accompanied by minors, participants must refer to the current legislation in their country of origin and destination regarding the legal documents that the minor and their accompanying person must possess. Unaccompanied minors cannot register alone for a trip. Consequently, ION CLUB/Aquaphyle cannot be held responsible for any problems if a minor has registered (or has been registered) without indicating their age.

ARTICLE 10 – ACCESSIBILITY

Our trips require varying degrees of physical involvement depending on the required sports level, and as a result, not all of our trips are adaptable and/or accessible to everyone. We invite you to contact us for further information on any questions regarding the accessibility of our trips and for any assistance needs related to your transportation, especially at the airport and/or during journeys.

ARTICLE 11 – INSURANCE

ION CLUB/Aquaphyle does not offer travel insurance.

Participants can take out travel insurance with their personal insurer to protect themselves against the uncertainties of their vacation. This type of insurance contract covers various unforeseen events, including but not limited to; cancellation, missed or impossible departure, assistance and repatriation, loss or delay of luggage, interruption of stay or activity costs, and foreign civil liability.

ARTICLE 12 – LIABILITY

In accordance with Article L211-16 of the Tourism Code, we cannot be held responsible for the following events: Delay or inability of a participant to present required documents in order, loss of these documents, unforeseeable, exceptional, and unavoidable circumstances such as strikes, social events, weather conditions, or any event of force majeure. Any interrupted or shortened stay due to the participant, as well



as any excursion or reserved and unused package for any reason, shall not entitle to any refund.

The liability of ION CLUB/Aquaphyle is limited to the period and services specified in the sales contract. ION CLUB/Aquaphyle cannot be held responsible for any damages and potential harm resulting from events occurring outside the duration of the stay and/or due to services not included in the sales contract (for example: day use, activities during a stay extension or on free days, excursions not included in the program, etc.). Minor participants remain under the permanent responsibility of the person with parental authority or their representative designated by them, and accompanying them during the stay.

ION CLUB/Aquaphyle is registered with ATOUT FRANCE and, as such, is mandatory covered by Professional Liability Insurance that covers bodily, material, and immaterial damages that could be caused to travel participants due to shortcomings or failures of its services. However, this insurance does not cover all situations, especially damages resulting from force majeure events, accidental events, or events caused by the fault of the participant or that of a third party. Participants are therefore encouraged to consult their insurer for any additional coverage they may wish to benefit from.

ARTICLE 13 - PHOTOS / ILLUSTRATIONS

The photos, maps, and illustrations on the website are not of a contractual nature.

ARTICLE 14 – COMPUTER SCIENCE / PERSONAL INFORMATION

Inquiries and registrations are processed by computer. You have the right to access and modify the information concerning you.

1. Protection of Personal Data

ION CLUB/Aquaphyle attaches great importance to the protection of your personal data and carefully ensures compliance with privacy and personal data processing provisions as outlined by Regulation (EU) 2016/679 of the European Parliament and of the Council dated April 27, 2016. This information aims to inform you about the use of your personal data by ION CLUB/Aquaphyle during your use of the website. It does not concern other services and sites that you may access from the site, and for which you are advised to consult their data protection conditions. Personal data includes information about you as a natural person that you have voluntarily provided to ION CLUB/Aquaphyle during your use of the site, such as your name, first name, email address, etc. They will be kept for the duration necessary for the purpose of their processing. The data is collected solely for the purpose of establishing a commercial and professional relationship with our clients and is retained by ION CLUB/Aquaphyle for a reasonable period. Some of the information requested is mandatory and is identified by an asterisk. Failure to respond means that ION CLUB/Aquaphyle cannot execute or send you the requested services or information.



2. Your Rights

In accordance with current legislation, you have the right to access and rectify personal data concerning you, as well as the right to object for legitimate reasons to the processing of your personal data. To exercise these rights, you must send a postal letter to the following address: ION CLUB - Aquaphyle - 2 rue Louise Weiss - Résidence les Romarins, Bât. F, Apt 61 - 31200 TOULOUSE - FRANCE. You can also, at any time, object to the receipt of commercial emails from ION CLUB/Aquaphyle using an unsubscribe link provided in these emails. We remind you that from May 25, 2018, you have the right to ask the data controller for access to personal data, rectification, or erasure of such data, or a restriction of the processing concerning the data subject, or the right to object to processing and the right to data portability. You can make this request to the following address: ION CLUB - Aquaphyle - 2 rue Louise Weiss - Résidence les Romarins, Bât. F, Apt 61 - 31200 TOULOUSE - FRANCE.

Participant's Rights: The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302 and Article L.211-2 II of the Tourism Code. You will therefore benefit from all of the rights granted by the European Union applicable to packages, as transposed into the Tourism Code. In addition, as required by law, ION CLUB/Aquaphyle has protection to refund your payments and, if transport is included in the package, to ensure your repatriation in case it becomes insolvent. For more information, refer to the essential rights under Directive (EU) 2015/2302.

