

ARTICLE 1 : OBJECT - ACCEPTATION OF THE TERMS AND CONDITIONS

The website accessible from the address www.wiiliik.com (hereafter « the Website ») is edited by the company SARL RESALP LINKBUS, Limited Liability Company having its registered office at 9245 Avenue du General de Gaulle, Station District, 05100 BRIANCON, registered in the GAP RCS under number 507 701 381 (hereafter "WiiLiiK").

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These terms and conditions govern the terms and conditions for the organization and sales by WiiLiiK of the tickets for the WiiLiiK service, a reservation-based transport service subject to a Domestic Transport Permit No. 2019 / 93/0000975 for the transport of persons by road on behalf of others issued by the Ministry of Transport. WiiLiiK is marketed by RESALP LINKBUS which subcontracts the transport services to SARL RESALP SERRE CHEVALIER BUS.

Any order placed on the Website, the application or by phonecall, carries acceptance without any reserve, of the entirety of the present terms and conditions, of which the Customer acknowledges having taken knowledge.

These Terms and Conditions, available in the "Terms and Conditions" section of the website or Application, are the only contractual document binding the Customer to WiiLiiK. They include all information relating to the rights and obligations of the Customer in connection with the WiiLiiK service. A copy of these general conditions of sale on electronic support is automatically sent to the Customer with the confirmation of his order, to the email address indicated during the order or during the validation of the order on the application. A electronic copy may be sent to the Customer at any time upon request sent to the address mentioned in this article.

WiiLiiK holds the right at any time, without notice, and in its sole discretion, to modify all or part of these terms and conditions, each order still governed by the version of the general conditions in effect at the time of its validation.

The nullity or unenforceability of a contractual clause shall not entail the invalidity or unenforceability of all the general conditions, the unaffected clauses remaining fully applicable between the parties.

The temporary non-application of a clause by WiiLiiK does not constitute a waiver of the other clauses of these terms and conditions.

ARTICLE 2 : SCHEDULES AND ROUTES

Schedules and routes indicated on the Website and the app or by phone, are based into a normal traffic conditions, subject to hazards, accidents and force majeure events that may occur.

WiiLiiK declines its responsibility in the event of delay due to the meteorological conditions and the traffic conditions, such as in particular, without this list being limited, in the cases where the delays would be due to snowfall, to the total or partial closure of roads, to a municipal or prefectural prohibition to circulate, or to the congestion of the road.

WiiLiiK holds the right to modify or cancel the journey or the schedules of a trip in the event of force majeure, and in particular in case of municipal or prefectural decree of impossibility to circulate, in particular because of the meteorological conditions.

At much as possible, WiiLiiK will inform the Customers concerned by this cancellation or modification by SMS, and / or by mail to the number and the address indicated during the order, at last 30 minuts after the initial departure time.

In the event of cancellation of the WiiLiiK-initiated trip or a delay of more than one hundred and twenty minutes (120 minutes), WiiLiiK will offer the customer the choice of one of the following three options:

- Cancellation and refund of the paid order
- Acceptance of changes made and maintenance of the order under the new conditions
- Exchange for a subsequent trip in comparable conditions at no extra charge.

The boarding in the WiiLiiK replacement coach ride is a waiver of any refund or exchange request.

If you don't want to board on the replacement coach, or if WiiLiiK does not provide an alternative, the Customer must inform WiiLiiK of his / her choice by phone or by mail at the numbers and mail addresses indicated in article 1 hereof within fourteen (14) days from the date of the trip canceled or delayed by more than 120 minutes.

Otherwise, no exchange or refund can be requested. In the event of a claim for reimbursement, it will be made no later than fourteen (14) days from the Customer's request.

All references of the Website or the application to the schedules of the flights or the trains serving the airport of Turin or any other airport or railway stations, are given for information only, without any guarantee of WiiLiiK as for their exactitude or their respect by airlines or railways.

Therefore, WiiLiiK disclaims any liability and will not do any refund if it is impossible for the Customer to be present on the booked trip due to a delay or a change in the schedule of a flight.

ARTICLE 3: BAGGAGE

Buying a trip on the WiiLiiK website allows you to bring:

- one piece of hand luggage per person, which can be carried in the passenger compartment of the coach, subject to respecting the storage space provided for that purpose and to remain in these storage compartments for the entire duration of the journey;
- luggage weighing up to 25 kilos in the hold, necessarily labeled and bearing the name, telephone number and address of its owner
- a pair of skis and poles OR a snowboard per person.

Hand luggage remains at all times in the exclusive liability of the Customer.

The Customer agrees to notify WiiLiiK, at the time of booking or a little later to the driver at the time of boarding, the presence of precious or fragile objects (such as, in particular, jewelry, values, works of art), art, scientific or technical equipment, etc ...).

If necessary, the driver may invite the Customer to remove the items from the baggage and carry them with him.

Failing to report such items, or in case of refusal by the Customer to remove them from checked baggage, WiiLiiK's liability may not be incurred in any case, notwithstanding the contrary provisions of these T & Cs.

In any case, WiiLiiK declines all responsibilities in the event of loss, theft or damage of the luggage, except where this event is directly and exclusively attributable to a fault of WiiLiiK.

For any claim, the passenger must give the driver a written complaint at the time of the finding of damage.

Any complaint must be confirmed by registered letter with acknowledgment of receipt no later than three (3) months after the date of the trip during which the alleged disorders occurred.

Any complaint do must mention :

- the date and time of the journey,
- the boarding stop of the baggage concerned,
- the unloading stoppage of the baggage concerned,
- the order number
- the precise description of the disorders observed,

- invoices for lost or damaged goods
- the fault blamed on WiiiLiK and the supporting documents relating thereto.

Any incomplete or late claim will be automatically rejected. In this case, the Customer will not be able to claim any compensation whatsoever.

WiiiLiK undertakes to inform the Customer of the follow-up given to his complaint within one (1) month, and to inform him of his definitive answer no later than three (3) months from the date of the request transmission of the claim.

In the event of loss or damage affecting a piece of luggage, provided that the Customer's complaint is admissible and proves that the damage results directly and exclusively from a fault of WiiiLiK will compensate the Customer, on proof of the loss or the damage and contents of the baggage, within the limit of 460 euros TTC per baggage.

ARTICLE 4: ORDER

4.1 Validation and modification

The Customer determines the date and time of his journey on the Website or the application. When ordering, he gives his surname, first name, address, telephone number and e-mail address and guarantees the accuracy of the information given.

Before clicking on the "confirm the trip" button, the Customer can check the details of his trip, his total price including the processing fees, and return to the previous pages to correct any errors or possibly modify his path.

The Customer's basket must be validated before the validation of the trip.

Any order made through the Website or the application, whose payment has been validated by WiiiLiK, guarantees the availability of a place on the booked trip.

If necessary, the Customer will receive a confirmation of the booking of his trip and allowing him to embark, by e-mail or by notification on the application, to the address indicated during the order.

WiiiLiK can not under any circumstances be held liable for any reason whatsoever in the event of an incorrect e-mail address indicated during the order.

No refunds may be made, unless otherwise agreed by WiiiLiK.

Reservations are neither cancellable nor refundable.

Bookings are registered (except in the context of the social professionals or a representative or legal guardian see 4.2 and 4.3) and can in no case be forwarded or assigned by the Client.

Any Customer whose identity diverges from that indicated during the order may be denied access on board, without refund or compensation for any reason whatsoever.

Reservations expire on departure date and can not be resold under pain of prosecution.

4.2 Booking conditions

Travel bookings or profile creation on the application, on the Website or by phonecall booking must be made by a person of full age (18 years old).

Social professionals can open an account, credit it as they please and can benefit their customers. Customers will be identified in the app, the web page or by phone directly by social-professionals.

4.3 Conditions of transport of minors

Minors are allowed to book a WiiLiik if a legal representative or legal guardian has created the child's account beforehand by checking the box "I certify to be the legal representative" when booking the trip.

The surnames, first names, address and telephone number of the parents or guardians must imperatively be indicated when ordering. Passengers under 18 must be authorized by their parents to be transported by WiiLiik.

Children under 10 years old (10 years old) must be picked up by an adult (18 years old - 18 years old) at their point of arrival.

Without this authorization, no minor will be accepted on the trip.

4.4 Retraction

Dealing with the articles L221-16 9 ° of the Code of the Consumption, the Customer recognizes that the right of retraction envisaged by the article L221-18 of the same Code does not apply to the bookings carried out on the website www.wiilik.com, with regard to passenger transport services.

In application of these texts, the Customer expressly waives his right of withdrawal, the order is therefore final upon validation of payment.

ARTICLE 5 : FINANCIAL CONDITIONS

The prices Indicated on the Website and the application or by phone are in euros all taxes included (€ VAT included).

The price of the trip is freely fixed by WiiLiiK. It is between two euros and ninety cents all taxes included (2.90 € VAT included) and nine hundred thirty-three euros and fifty cents all taxes included (933.50 € TTC) depending on the period year and fill rate.

A discount on the price is possible only if the Customer has subscribed to the annual subscription (commitment 12 months without withdrawal period or possibility of refund) of an amount of eighteen euros (18 €) all taxes included.

The price is the current price indicated on the Website, the application or by phonecall on the day of the order.

In case of promotion, WiiLiiK agrees to apply the promotional price to any order placed during the promotion period, provided that the Customer complies with the conditions set for the benefit of this promotion. The date taken into consideration for the benefit of a promotion is the date of the order, not the date of the booked trip. Apart from the promotions provided by WiiLiiK, the Customer can not request any reduction of any kind.

WiiLiiK holds the right to modify its prices at any time, while guaranteeing the Customer the application of the price in force on the day of the order, subject to availability.

The price is due in full after confirmation of the order and is made by credit card. The Website is equipped with an online payment security system enabling the Customer to encrypt the transmission of its bank data for amounts greater than € 100 via the 3-D Secure E-transactions system of Crédit Agricole.

ARTICLE 6 : SECURITY

The Customer is informed that the wearing of the seat belt is mandatory inside the WiiLiiK coaches for the duration of the trip, including when the vehicle is running.

More generally, the Customer undertakes to respect all safety instructions given on board by the driver, to remain seated and attached throughout the journey, to maintain a behavior respectful of morals and other passengers, not to not descend or attempt to descend outside the scheduled stops on the route, and more generally to refrain from any behavior that may affect the physical integrity and property of other passengers, the driver, and / or WiiLiiK.

Failure to comply with the safety instructions may incur the Customer's liability and lead to prosecution.

The Customer is responsible for damage to WiiLiiK equipment and materials. In such a case, the Customer undertakes to indemnify WiiLiiK up to the cost of repairing the equipment concerned, at the request of WiiLiiK.

The Customer agrees, throughout the duration of the trip, to keep a proof of the purchase of transport on the site www.wiilik.com and a valid ID.

Otherwise, WiiLiiK does not guarantee the completion of the journey, and declines any responsibility in case of customs control.

Pets will be accepted subject to being leashed or caged and muzzled. The driver, however, keeps his assessments according to the behavior of the animal and the Customer and may, if necessary, refuse access on board.

Apart from the cases of application of the law no. 85-677 of 5 July 1985 on traffic accidents, WiiLiiK's contractual liability for any bodily injury suffered by the Customer shall in no case exceed the sum of 138,000 euros per passenger.

ARTICLE 7 – CUSTOMER SERVICE

For any information or question, the customer service is available to the Customer by mail: info@wiilik.com,

By mail to the following address: RESALP LINKBUS - WIILIIK, Customer Service, 9245 Avenue de General de Gaulle, Gare Quarter, 05100 BRIANCON

By phone at +(33)4 92 20 47 50 from Monday to Friday from 9am to 12am and from 2pm to 6pm.

ARTICLE 8 : NOMINATIVES INFORMATIONS

WiiLiiK undertakes not to disclose to third parties the information that the Customer communicates without his consent. These data are confidential. They are used only for the processing of the order and to strengthen and personalize the communication and product offer reserved for WiiLiiK Customers, including the newsletters to which the Customer subscribed and within the framework of the customization of the Website and the application according to the Customer's interests.

According to the Data Protection Act of 6 January 1978, the Customer has the right to access, rectify and oppose personal data concerning him. For this it is sufficient to make the request online or by mail indicating his name, first name, address and if possible its customer reference to the address indicated in this article.

ARTICLE 9 : INTELLECTUAL PROPERTY

WiiLiiK and its partners are the sole and unique owners of the intellectual and industrial property rights relating to the content on the Site, including but not limited to

text, articles, photographs, videos, logos, drawings, models, brands, and other graphic or written elements available from the Site.

The Customer is therefore prohibited from downloading, reproducing, altering, modifying and / or printing the works, brands, logos, texts, images, sounds, photos, graphic charters, software, and more generally any information present from the WebSite likely to benefit from protection under the Intellectual and / or Industrial Property, for purposes other than strictly personal and private.

Any fraudulent use of the works thus protected may incur the personal responsibility of the client towards the holders of the rights thus infringed.

ARTICLE 10 : COMPETENT JURIDICTION

The Customer acknowledges that these terms and conditions and all services provided by WiiLiiK are governed by French law, which is exclusively applicable.

Accordingly, any question relating to the validity, performance, interpretation, termination of this contract are subject to French law, and fall within the jurisdiction of the Tribunal de Grande Instance of GAP.