

GENERAL TERMS AND CONDITIONS OF SALE

Version effective 1 February 2026

1	Purpose – Scope – Acceptance of the GTC	2
2	Identification of the Carrier – Contact details – Applicable regulatory framework	2
3	Definitions	3
4	Booking / Order	3
5	Quotes – Validity – Amendment of the Quote	4
6	Booking confirmation – Formation of the contract	5
7	Prices – Price content – Additional charges	5
8	Performance of the service (pick-up, route, duration, passenger obligations)	6
9	Waiting time – No-show – Delays (train/flight, adjustments, immobilisation)	7
10	Luggage – Items – Vehicle capacity – Passengers – Children – Animals	8
11	On-board rules – Safety – Conduct – Damage / Cleaning charge	9
12	Booking amendments (by the Client / by FCLS)	10
13	Cancellation – Cancellation charges – Deposits	11
14	Payment – Pre-authorisation – Payment methods – Invoicing	12
15	Late payment – Charges – Suspension – Debt recovery	13
16	Subcontracting / Chartering	13
17	Insurance	14
18	Carrier liability – Limitations – Exclusions – Force majeure	14
19	Claims – Time limits – Procedure	15
20	Personal data	16
21	Intellectual property	16
22	Governing law – Jurisdiction – Severability	16
23	Confidentiality	17

1 Purpose – Scope – Acceptance of the GTC

1.1 Purpose

These General Terms and Conditions of Sale (the “GTC”) set out the terms on which FCLS provides private hire passenger transport services for consideration.

1.2 Scope

These GTC apply to any service booked with FCLS, whether the booking is made:

- via the website www.fcls.fr;
- via a partner website;
- by phone;
- by email;
- or by any other means accepted by FCLS.

They apply to any individual or legal entity acting for its own account or on behalf of a third party (the “Client”).

1.3 Acceptance

Any booking or confirmation of a service implies the Client’s full, unconditional and unreserved acceptance of these GTC.

These GTC prevail over any other document, including the Client’s purchasing terms, purchase orders, correspondence or any other medium issued by the Client, unless expressly accepted in writing by FCLS in advance.

1.4 Entire agreement

These GTC set out the entire agreement between the parties in relation to the services provided by FCLS. No special or general terms issued by the Client shall form part of the contract unless expressly agreed in writing by FCLS.

1.5 Applicable version

The GTC applicable to a booking are those in force on the date the booking is confirmed.

FCLS reserves the right to amend these GTC at any time. Amendments shall not apply to bookings already confirmed.

2 Identification of the Carrier – Contact details – Applicable regulatory framework

2.1 Identification

Services are provided by:

First Class Limousines Service – FCLS

SARL (private limited liability company) with share capital of **EUR 60,000**

Registered with the **RCS Créteil** under number **442 962 114**

Registered office: **31 rue Antoine Marie Colin – 94400 Vitry-sur-Seine (France)**

EU VAT number: **FR31442962114**

Registered in the French VTC register under number **EVTC094110061**.

2.2 Regulated activity

Passenger transport for remuneration is a regulated activity.

FCLS operates in accordance with the legal and regulatory provisions applicable to French private hire passenger transport (“Transport Public Particulier de Personnes”), including the French Transport Code and Tourism Code.

Drivers assigned to services hold the licences, authorisations and professional cards required by the regulations in force.

Vehicles used are compliant with the legal requirements applicable to the VTC (private hire vehicle with driver) activity.

3 Definitions

For the purposes of these GTC, the following terms shall have the meanings set out below:

- **“FCLS”** or **“the Carrier”**: the company First Class Limousines Service as identified in Clause 2.
- **“Client”** or **“Ordering Party”**: any individual or legal entity placing a booking with FCLS, for its own account or on behalf of a third party, and financially responsible for the service.
- **“Passenger”**: the person(s) who benefit from the transport service.
- **“Booking”** or **“Order”**: any request for services confirmed by FCLS, irrespective of the communication channel used.
- **“Quote”**: a document issued by FCLS setting out the pricing and operational conditions for a specific service.
- **“Transport Contract”**: the contract formed between FCLS and the Client upon FCLS confirming the Booking.
- **“Transfer”**: a service consisting of a direct journey between a pre-agreed pick-up point and a pre-agreed drop-off point.
- **“Multiple Transfers”** or **“Multi-leg Service”**: a transport service comprising several successive journeys and/or scheduled intermediate stops within a single mission, carried out by a professional driver in compliance with the regulations applicable to French private hire passenger transport.
- **“Service”**: a private hire passenger transport mission performed by FCLS using a vehicle with a professional driver, in compliance with applicable regulations, in accordance with the details set out in the Booking or the Quote.
- **“Force Majeure”**: an unforeseeable, irresistible and external event under French case law which makes performance of the service impossible.

4 Booking / Order

4.1 Booking procedure

Any request for services may be made via the FCLS website, by email, by telephone, or by any other means accepted by FCLS.

The request must be sufficiently precise to allow the service to be performed under normal operating conditions.

4.2 Capacity – Responsibility of the Ordering Party

The Client warrants that it has the legal capacity to contract.

Where a booking is made on behalf of a legal entity by an employee, contractor, project manager or representative, it shall be deemed to have been made with the authority of, and under the responsibility of, that legal entity.

FCLS is not required to verify the internal authority of the signatory or requester.

FCLS does not accept bookings made by unaccompanied minors.

4.3 Mandatory information

Any booking request must specify:

- the identity and contact details of the Client / Ordering Party;
- the identity and telephone contact details of the Passenger;
- the date, time and pick-up location;
- the destination and, where applicable, intermediate stops;
- flight or train details where the service is linked to such travel;
- the number of passengers;
- the approximate volume of luggage;
- the requested vehicle category;
- any specific constraints relevant to performance of the mission.

The Client warrants the accuracy of the information provided.

Any omission or inaccuracy likely to affect performance of the service may result in additional charges or may make performance impossible, without FCLS incurring liability.

5 Quotes – Validity – Amendment of the Quote

5.1 Issue of the Quote

Upon receipt of a sufficiently detailed booking request, FCLS shall issue a quote based on the information provided by the Client.

The quote shall specify:

- the nature of the service (Transfer or Multiple Transfers);
- the date and estimated times.
- the vehicle category;
- the applicable pricing conditions ;
- any special conditions.

5.2 Validity of the Quote

Unless otherwise stated, quotes are valid for **seven (7) days** from the date of issue.

They are expressly subject to vehicle and driver availability at the time the booking is confirmed.

A quote does not constitute a booking.

5.3 Firm or estimated quote

A quote is firm where all elements required to perform the service are precisely defined.

Where the mission is based on an evolving or incomplete programme or is likely to change (variable timings, itinerary not finalised, uncertain operational constraints), the quote is issued on an estimated basis.

In such case, the price may be adjusted according to the services performed.

5.4 Amendment of the Quote

Any change requested by the Client after the quote is issued, including changes to:

- timings;
- itinerary;
- duration;
- distance;
- vehicle category; or
- regulatory constraints requiring a driver relay, may result in a revision of the initial price.

5.5 Services not included

Any service not included in the initial quote but necessary for proper performance of the contract shall be invoiced in addition.

6 Booking confirmation – Formation of the contract

6.1 Confirmation by FCLS

A booking only becomes firm and binding once expressly confirmed by FCLS.

A quote does not constitute confirmation.

FCLS reserves the right to make confirmation conditional upon payment validation or provision of a payment guarantee.

6.2 Payment guarantee

FCLS reserves the right to require, prior to confirmation:

- full or partial payment;
- a bank pre-authorisation; or
- any other payment guarantee deemed necessary.

Failing validation of payment or the requested guarantee, the booking may not be confirmed.

6.3 Formation of the contract

The transport contract shall be deemed formed upon FCLS sending written confirmation of the booking. Only the terms set out in the confirmation shall be binding on FCLS.

6.4 Notice of confirmation

The booking confirmation shall be sent by email to the address provided by the Client.

Sending such confirmation constitutes notice.

It is the Client's responsibility to ensure that the email address provided is valid and to immediately verify the accuracy of the details set out in the confirmation.

FCLS shall not be liable for non-receipt of the confirmation where such non-receipt results from:

- an error in the email address provided;
- a malfunction or configuration issue affecting the Client's email service; or
- any event beyond FCLS's control.

6.5 Client verification

The Client must promptly check the accuracy of the booking confirmation and notify FCLS of any error or omission before the service is performed.

Failing any objection made before the start of the mission, the details set out in the confirmation shall be deemed to match the Client's request and shall be accepted without reservation.

7 Prices – Price content – Additional charges

7.1 General principles

Prices are stated in euros (€) and are inclusive of all taxes (VAT included) unless otherwise stated.

The applicable VAT rate shall be that in force on the date the service is performed, in accordance with the rules applicable to private hire passenger transport.

Prices may vary depending on:

- vehicle category;
- service duration;

- distance;
- time slots;
- peak periods;
- geographical pick-up and/or destination area.

7.2 Items included

Unless otherwise stated in the quote or confirmation, prices include:

- performance of the transport service by a vehicle with a professional driver, within the framework of regulated private hire passenger transport;
- fuel;
- professional civil liability insurance covering passengers carried for remuneration;
- VAT at the applicable rate.

7.3 Items not included

Unless expressly stated otherwise, the following are not included:

- motorway or urban tolls;
- parking charges;
- entrance fees to private or public venues;
- driver meal expenses;
- driver accommodation expenses for journeys outside the Paris region or abroad.

These shall be invoiced in addition.

7.4 Driver meal allowance

For any service (other than a direct Transfer) falling within the time slots 11:30 to 14:00 or 19:00 to 21:00, a driver meal allowance shall be charged.

7.5 Time and distance calculation

Unless otherwise stated, time and distance are calculated **garage departure to garage return** (Vitry-sur-Seine 94400).

Any commenced unit (hour or kilometre) shall be payable.

7.6 Transfer

Transfer pricing applies strictly to a direct journey between the pick-up point and the destination, without any unplanned intermediate stop.

Any substantial change of route or addition of stops shall result in additional charges.

7.7 Luggage

The volume of luggage carried must be proportionate to the capacity of the vehicle.

Luggage remains under the Passenger's supervision.

FCLS shall not be liable for items left behind in the vehicles.

8 Performance of the service (pick-up, route, duration, passenger obligations)

8.1 Pick-up

Passengers must present themselves at the location and time stated in the booking confirmation.

If pick-up procedures indicated by FCLS or the driver are not complied with, FCLS shall not be liable where this prevents performance of the service.

8.2 Route

The journey shall be performed in accordance with the details set out in the booking confirmation. Unless the Client requests a specific route, the route shall be at the driver's discretion, subject to normal traffic conditions and safety requirements.

Any route change or additional stop requested by the Client may result in additional charges.

8.3 Duration of the service

The service shall be performed within the time limits stated in the confirmation.

Any overrun requested by the Client or resulting from circumstances attributable to the Client shall be invoiced in addition at the applicable rate.

8.4 Passenger obligations

Passengers must:

- comply with applicable safety rules;
- wear seatbelts;
- refrain from dangerous, inappropriate or unlawful behaviour;
- refrain from causing damage to the vehicle.

The driver and/or FCLS reserve the right to refuse pick-up or to terminate the service if a Passenger's conduct compromises the safety of persons, the vehicle or the proper performance of the mission.

In such case, the service shall remain payable.

8.5 No smoking – Alcohol – Behaviour

FCLS operates a strict no-smoking policy in all vehicles.

Any breach shall result in a cleaning charge of **EUR 250 (VAT included)**, without prejudice to any additional costs required to restore the vehicle.

Alcohol consumption in the vehicles is prohibited unless expressly authorised in writing by FCLS in advance.

The driver and/or FCLS reserve the right to refuse pick-up or to terminate the service for any Passenger whose conduct, including under the influence of alcohol, drugs or any substance affecting judgement, may compromise safety or the proper performance of the mission.

8.6 Luggage

The volume and weight of luggage are limited to the capacity of the vehicle assigned.

The driver may refuse any luggage or item exceeding normal boot capacity or presenting a safety risk.

For road safety, driver visibility and passenger protection reasons, no bulky luggage may be placed in the passenger compartment.

Luggage and personal belongings remain under the Passenger's exclusive custody and responsibility.

FCLS shall not be liable for any loss, theft or damage to luggage or personal belongings during or after the service.

8.7 Vehicle capacity

The number of passengers carried must not exceed the vehicle's maximum authorised capacity.

The driver reserves the right to refuse pick-up in case of excess.

9 Waiting time – No-show – Delays (train/flight, adjustments, immobilisation)

9.1 Included waiting time

Unless otherwise stated in the quote or confirmation, the included waiting times are:

- City transfer: 15 minutes
- Train station pick-up: 15 minutes
- Airport pick-up – domestic flight: 30 minutes
- Airport pick-up – international flight: 60 minutes

Beyond these times, waiting time shall be charged at the applicable rate.

9.2 Maximum waiting time – No-show

If the Passenger does not present themselves or contact the driver or FCLS within the time limits below, the service shall be deemed not performed due to the Client (“no-show”) and shall be invoiced in full:

- City transfer: 30 minutes after the scheduled time;
- Train station pick-up: 30 minutes after the train’s actual arrival;
- Airport pick-up – domestic flight: 45 minutes after landing;
- Airport pick-up – international flight: 75 minutes after landing.

9.3 Train or flight delays

Where flight or train details have been provided at the time of booking, FCLS will monitor the scheduled arrival time.

In the event of a confirmed delay, the pick-up time will be adjusted accordingly.

However, the Passenger must maintain telephone contact with the driver or FCLS in the event of:

- difficulty retrieving luggage;
- prolonged checks (customs, immigration, security);
- terminal/platform/station changes;
- any situation causing a significant delay.

Failing contact within the time limits set out in Clause 9.2, the mission may be closed as a no-show.

9.4 Extended immobilisation – Operational availability

Where an exceptional delay is notified by the Client before expiry of the time limits above, FCLS may, subject to operational availability, extend the waiting time.

Any immobilisation beyond the included waiting times shall be charged at the applicable rate.

Where extending the waiting time would compromise other confirmed services, FCLS reserves the right to end waiting time upon expiry of the maximum waiting time and to close the mission as a no-show.

9.5 Delay attributable to the Client

Any delay attributable to the Client, including late departure from a venue, event or appointment, shall result in charges for waiting time and/or overrun at the applicable rate.

Any extension of the mission remains in any event subject to vehicle and driver availability.

10 Luggage – Items – Vehicle capacity – Passengers – Children – Animals

10.1 Vehicle capacity

Passenger numbers must not exceed the vehicle’s maximum authorised capacity as stated on the vehicle registration certificate.

The driver is entitled to refuse pick-up in case of excess.

10.2 Children – Child restraint systems

The carriage of children is subject to the applicable regulations on appropriate child restraint systems.

The Client must specify at the time of booking:

- the number of children;

- their age;
- whether baby seats or booster seats are required.

Failing prior notice, FCLS cannot guarantee availability of the appropriate equipment.

10.3 Luggage and carried items

Luggage is accepted within the limits of the assigned vehicle's capacity.

The driver may refuse any luggage:

- exceeding normal boot capacity;
- presenting a safety risk;
- incompatible with the vehicle configuration.

No bulky luggage may be carried in the passenger compartment for safety and visibility reasons.

10.4 Prohibited items

It is prohibited to carry in the vehicles:

- illegal substances;
- dangerous or flammable materials;
- any item likely to compromise the safety of persons or the vehicle.

The driver reserves the right to refuse pick-up where there is serious doubt as to the nature of items carried.

10.5 Animals

Small domestic animals are accepted only with FCLS's prior approval and must be carried in a suitable and secure bag or carrier.

Large animals are not permitted in the vehicles.

Guide dogs and assistance dogs are accepted in accordance with applicable regulations.

The Client must inform FCLS at the time of booking to allow the service to be organised appropriately.

10.6 Responsibility for personal belongings

Luggage and personal belongings remain under the Passenger's exclusive custody.

FCLS shall not be liable for any loss, theft or damage to personal belongings during or after the service.

11 On-board rules – Safety – Conduct – Damage / Cleaning charge

11.1 Compliance with safety rules

Passengers must comply with the French Highway Code and any applicable regulations.

Seatbelts must be worn by all passengers where fitted.

Failure to comply is the sole responsibility of the passenger concerned.

11.2 Driver's authority

The driver remains solely responsible for driving and vehicle safety.

The driver may refuse any instruction incompatible with road traffic regulations or safety rules.

Where conduct endangers the safety of persons, the vehicle or the driver, the driver may refuse pick-up or terminate the service.

In such case, the mission shall remain payable.

11.3 Prohibitions

It is prohibited in the vehicles to:

- smoke;
- consume illegal substances;

- behave aggressively or inappropriately;
- tamper with vehicle equipment without authorisation.

11.4 Damage – Cleaning

The Client is liable for any damage caused by themselves or by the passengers carried.

Any damage, significant soiling or restoration required shall be charged at the actual cost of repairs or, where applicable, a minimum cleaning charge of **EUR 250 (VAT included)**, without prejudice to additional costs.

11.5 Financial responsibility

The Ordering Party remains financially responsible for the consequences of passenger conduct.

12 Booking amendments (by the Client / by FCLS)

12.1 Amendment at the Client's request

Any request to amend a confirmed booking must be made in writing.

The amendment shall only be effective upon FCLS's express acceptance.

FCLS reserves the right to refuse any amendment, including due to operational unavailability.

12.2 Pricing consequences

Any amendment relating to:

- pick-up time;
- itinerary;
- mission duration;
- vehicle category;
- number of passengers;
- logistical

may result in a revision of the initial price.

constraints,

The pricing conditions applicable shall be those in force at the time of the amendment.

12.3 Late amendment

Any amendment request made less than four (4) hours before the scheduled pick-up time shall be deemed late.

It may result in:

- refusal of the amendment; and/or
- additional charges reflecting the operational impact; and/or
- application of the cancellation terms set out in these GTC.

Acceptance of a late amendment remains subject to vehicle and driver availability.

12.4 Amendment at FCLS's initiative

FCLS reserves the right to amend the performance arrangements where required due to:

- regulatory constraints;
- exceptional traffic conditions;
- unforeseen unavailability of the originally planned vehicle;
- force majeure.

In such case, FCLS will offer an equivalent alternative solution where possible.

13 Cancellation – Cancellation charges – Deposits

13.1 Principle

Any cancellation of a confirmed booking must be made in writing.

The date and time of receipt by FCLS of the cancellation request shall be used to calculate cancellation charges.

Charges are calculated on the total amount (VAT included) of the confirmed service.

13.2 Simple transfer in a vehicle with fewer than 9 seats

A “simple transfer” is a direct journey between a pick-up point and a destination, without prolonged immobilisation of the vehicle and without extended time commitment.

Cancellation charges:

- Less than 24 hours before pick-up: 100%
- Between 24 and 48 hours: 50%
- More than 48 hours: 0%

13.3 Long distance / multiple transfers in a vehicle with fewer than 9 seats

A long-distance or multi-leg service is any mission involving:

- multiple stops;
- time-based immobilisation of the vehicle;
- a half-day or full-day commitment; and/or
- significant travel outside the immediate urban area.

Cancellation charges:

- Less than 24 hours before pick-up: 100%
- Between 24 and 96 hours: 50%
- More than 96 hours: 0%

13.4 Minibus / Coach (vehicle with more than 9 seats)

For any service performed by minibus or coach:

- Less than 24 hours: 100%
- Between 24 and 96 hours: 100%
- Between 4 and 7 days: 50%
- More than 7 days: 0%

13.5 Deposits

For any service involving prior mobilisation of human, material or organisational resources, FCLS may require a deposit upon confirmation.

The deposit constitutes a firm booking guarantee and covers the organisation, planning and mobilisation costs incurred by FCLS as from confirmation.

In the event of cancellation, the deposit shall remain payable to FCLS as minimum compensation, without prejudice to the application of the cancellation charges set out in this clause where those charges exceed the amount of the deposit.

13.6 Specific conditions

FCLS reserves the right to apply specific cancellation terms for services:

- involving multiple vehicles;
- of an event nature;
- requiring specific human or logistical resources.

Such specific terms shall be stated in the quote or confirmation and shall prevail over these provisions.

13.7 Force majeure

No cancellation charges shall be payable in the event of duly justified force majeure within the meaning of French case law.

The following do not constitute force majeure: internal organisational changes of the Client, unavailability of a participant, budget constraints, or any circumstance lacking the characteristics of unforeseeability and irresistibility.

In the event of a serious, exceptional and duly justified event personally affecting the Client or the Passenger, FCLS reserves the right, on a purely commercial basis and without obligation, to consider an adjustment of the financial conditions.

14 Payment – Pre-authorisation – Payment methods – Invoicing

14.1 Payment terms

Unless otherwise agreed in writing, services are payable:

- either in full before performance; or
- on a cash basis at the end of the service.

For Clients with an account opened with FCLS, the terms (due date, frequency, methods) are those stated in the quote, confirmation or invoice, in accordance with the written agreement in force.

14.2 Payment methods

FCLS accepts:

- bank card (Visa, Mastercard, American Express);
- bank transfer (fees payable by the sender);
- cash within legal limits.

Any payment by American Express will incur a fee of 3% of the total amount (VAT included).

14.3 Pre-authorisation – Payment guarantee

FCLS may require, prior to performance:

- full card details of a valid payment card;
- a bank pre-authorisation; or
- any other payment guarantee deemed necessary.

Where a card is invalid, funds are insufficient or authorisation is refused, the booking may be suspended or cancelled without notice.

14.4 Invoicing

Invoices are issued based on the services performed and include, where applicable:

- overtime;
- additional distance;
- ancillary costs;
- amendments made.

Any commenced unit is payable.

14.5 Ordering Party responsibility

The Ordering Party remains solely responsible for payment, including where invoicing is requested to a third party or where the passenger fails to pay.

15 Late payment – Charges – Suspension – Debt recovery

15.1 Non-payment

Any amount unpaid by its due date constitutes late payment.

Refusal of authorisation, inability to debit or rejection of a transaction are treated as non-payment.

15.2 Late payment charges – Business Clients

In accordance with Article L441-10 of the French Commercial Code, late payment by a business Client automatically and without prior notice triggers:

- late payment interest at three (3) times the French statutory interest rate;
- a fixed recovery fee of EUR 40 per unpaid invoice.

Where recovery costs exceed that amount, FCLS may claim additional compensation upon evidence.

15.3 Late payment charges – Consumer Clients

Where a consumer Client pays late, late payment interest may be applied in accordance with the applicable law.

15.4 Suspension of services

In the event of late payment, FCLS reserves the right to:

- suspend performance of ongoing services;
- refuse any new booking;
- require upfront payment for any new order.

15.5 Acceleration

If an instalment is not paid when due, all amounts owed by the Client to FCLS for services performed and/or ordered shall become immediately due and payable.

15.6 Debt recovery

All costs incurred to recover amounts due (including bailiff fees, solicitors' fees and court costs) shall be borne by the defaulting Client.

16 Subcontracting / Chartering

16.1 Principle

FCLS reserves the right to subcontract or charter all or part of a service to a partner selected by FCLS. The Client expressly accepts this.

16.2 Performance conditions

Any subcontractor or charter partner acts under FCLS's responsibility for contractual performance of the service.

FCLS ensures that partners used hold:

- the required administrative authorisations;
- appropriate professional insurance;
- capabilities consistent with the mission's requirements.

16.3 No right to object

The Client may not require that the service be performed exclusively with a vehicle owned by FCLS unless expressly agreed in writing in the quote or confirmation.

16.4 Quality standards

Where FCLS uses a partner, it ensures standards of quality, discretion and professionalism equivalent to those applied by FCLS.

FCLS remains responsible to the Client for proper contractual performance.

16.5 Services performed outside France

Where a service is performed in whole or in part outside France, FCLS may use local partners selected for compliance with applicable regulations in the country of performance.

Such services remain subject to these GTC, subject to mandatory local rules.

17 Insurance

17.1 Professional civil liability insurance

FCLS declares that it holds professional civil liability insurance covering its private hire passenger transport activity for remuneration.

This insurance covers in particular the financial consequences of bodily injury, material damage and consequential loss arising from a road traffic accident, subject to applicable regulations.

17.2 Scope of cover

Cover applies from the Passenger entering the vehicle until the Passenger exits the vehicle, during normal performance of the service.

Cover does not extend to damage resulting from:

- wrongful conduct by the Passenger;
- breach of safety rules;
- force majeure.

17.3 Additional insurance

The Client may take out any additional insurance, at its own expense, including for:

- cancellation costs;
- luggage;
- any specific loss not covered by the Carrier's legal liability.

18 Carrier liability – Limitations – Exclusions – Force majeure

18.1 Status and regulatory framework

FCLS operates as a French registered VTC operator (private hire vehicle with driver).

This regulated activity falls within the French framework of private hire passenger transport (T3P), alongside taxis and motorised two/three-wheel vehicles (VMDTR), pursuant to applicable laws and regulations.

Accordingly, FCLS assumes the obligations imposed on transport operators, including a duty of safety towards passengers.

18.2 Scope of liability

FCLS's liability is incurred as provided by law.

Except in cases of gross negligence or wilful misconduct, and except for bodily injury, FCLS's liability is strictly limited to the total amount (VAT included) of the relevant service.

18.3 Exclusion of indirect loss

FCLS shall not be liable for indirect or immaterial losses, including:

- loss of business;
- loss of opportunity;
- loss of income;
- commercial loss;
- reputational damage;
- consequential losses.

18.4 Delays and external circumstances

FCLS shall not be liable for delays or inability to perform resulting from circumstances beyond its control, including:

- traffic conditions;
- accidents;
- congestion;
- administrative restrictions;
- adverse weather;
- strikes;
- any event constituting or comparable to force majeure.

18.5 Force majeure

FCLS shall not be liable in the event of force majeure as defined under French case law, namely an unforeseeable, irresistible and external event.

18.6 Personal effects and luggage

Personal effects, luggage and carried items remain under the Passenger's custody.

FCLS shall not be liable for loss, theft or damage except where fault on its part is proven.

19 Claims – Time limits – Procedure

19.1 Claims

Any claim relating to performance of the service must be submitted in writing as soon as possible and, in any event, no later than eight (8) days after the date the service was performed.

Failing a claim within that period, the service shall be deemed compliant, subject to any mandatory legal provisions, regarding contractual liability.

The claim must specify:

- the booking or invoice reference;
- the date of the service;
- the Passenger's identity;
- the precise subject matter of the complaint.

No claim shall justify withholding payment of amounts due.

19.2 Consumer mediation

In accordance with the French Consumer Code, any Client acting as a consumer may, free of charge, refer a dispute to a consumer mediator for amicable resolution.

The competent mediator for FCLS is:

CM2C – Centre de la Médiation de la Consommation de Conciliateurs de Justice

49 rue de Ponthieu
75008 Paris – France

The Client may contact the mediator:

- via the platform: <https://www.cm2c.net>
- by email: contact@cm2c.net
- by phone: +33 (0)1 89 47 00 14

Referral to the mediator may only take place after a prior attempt to resolve the dispute amicably with FCLS.

20 Personal data

Personal data collected in connection with bookings and performance of services is processed by FCLS as data controller.

Such data is necessary for:

- booking management;
- performance of services;
- invoicing;
- compliance with legal and regulatory obligations.

Data may also be used for customer relationship management.

Data is retained for the period strictly necessary for the purposes for which it is collected, plus applicable statutory retention periods.

The Client has rights of access, rectification, erasure, restriction, objection and data portability in accordance with applicable regulations.

Details are set out in the Privacy Policy available on the FCLS website.

21 Intellectual property

All elements on the FCLS website, including texts, photographs, graphics, logos, videos, visual assets, structure and brand identity, are protected by intellectual property laws.

They remain the exclusive property of FCLS or its partners.

Any reproduction, representation, distribution, exploitation or use, in whole or in part, without FCLS's prior written authorisation is strictly prohibited.

Booking a service does not transfer any intellectual property rights to the Client.

22 Governing law – Jurisdiction – Severability

22.1 Governing law

These GTC and any contract entered with FCLS are governed by French law.

22.2 Amicable resolution

In the event of a dispute, the parties shall seek to resolve the matter amicably before commencing legal proceedings.

22.3 Jurisdiction

If amicable resolution fails:

- Where the Client acts in a business or professional capacity, exclusive jurisdiction is conferred on the Commercial Court of Créteil (France), notwithstanding multiple defendants or third-party proceedings, including where the service is performed in whole or in part outside France.

- Where the Client acts as a consumer, mandatory jurisdiction rules under applicable law (including the French Consumer Code and relevant EU regulations) shall apply.

These GTC remain governed by French law, subject to any overriding mandatory provisions applicable in the country where the service is performed.

22.4 Severability

If one or more provisions of these GTC are held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

22.5 Language – Prevailing Version

These General Terms and Conditions are drafted in French and translated into English for convenience purposes only.

In the event of any discrepancy or inconsistency between the French version and the English version, the French version shall prevail.

23 Confidentiality

FCLS undertakes to maintain strict confidentiality of any information it may become aware of in the course of performing services, including in particular:

- the identity of Clients and passengers;
- the nature of journeys;
- logistical or organisational information;
- strategic or professional data.

Such information may not be disclosed to third parties except where required by law or where operationally necessary for performance of the service.

The Client undertakes reciprocally not to disclose to third parties any confidential information relating to FCLS's organisation, working methods, pricing terms or personnel, except where required by law.

The confidentiality obligations set out in this clause shall survive completion of the service.