

I. SCOPE OF THE GENERAL CONDITIONS

These terms and conditions of sale and services ("Conditions") fully apply, without any restriction or limitation, to all sales and services provided by the zerOGravity company ("The Provider") to consumers and customers, (" Customers"), namely:

- Wind tunnel flight,
- Lease of wind tunnel flight facilities,
- Sale of gift vouchers relating to wind tunnel flight,
- Sale of accessories and ancillary services to wind tunnel flight,
- Seminar room rental and catering services,
- Drinking establishment.

The Customer is required to read these Conditions before any order is taken. The choice and purchase of a service is the sole responsibility of the Customer.

Prior to any order, and in accordance with the provisions of articles L.112-1 and following of French Code la Consommation, these Conditions are made available to any Customer and are accessible at any time on the website, such as on any quote, and will, if necessary, prevail over any other condition, except those expressly accepted by the Provider.

Any order implies full adherence to these terms and conditions of sale.

II. ORDERS

The zerOGravity company offers flight vouchers, flight time, tickets or gift vouchers for sale. Flight vouchers, tickets and gift vouchers are valid for nine (9) months from the date of acquisition.

Their validity can be extended for three (3) months or nine (9) months, from their end-of-validity date, subject to an extension request made by email to info@zero-gravity.fr before the end-of-validity date, and for a fee of twenty euros (20 €TTC) for an extension of 3 months, or thirty-five euros (35 €TTC) for an extension of 9 months, as well as the possible adjustment of the price on the price in effect on the day of the extension.

The registration of an order on the Provider's website is made when the Customer validates his order, taking immediate acceptance of all of these Conditions. It is therefore up to the Customer to verify the accuracy of the order and immediately report any errors to the Provider.

The sale will only be considered as final after the Customer has been sent confirmation of the acceptance of the order by the Provider by e-mail and after the Provider receives the full price.

Once confirmed and accepted by the Provider, under the conditions described above, the order is not changeable and cannot be cancelled, except exercise of the right of withdrawal, if applicable.

Any booking request for a group or for a seminar room rental will have to be made by email; Provider will send back a quote.

III. PRICE AND PAYMENT

The Services offered by the Provider are provided at the prices published on the website when the order is registered by the Provider. Prices are expressed in euros all taxes included (€TTC).

These prices are also displayed in the Provider's premises.

The price is payable in cash, in full on the day the order is placed. The settlement is done by any legal means. The security of bank card payments is provided by the SSL process (Secure Socket Layer). The transaction takes place between banks, under their sole responsibility. Purchase appears on the Customer's bank account as zerOGravity SAS.

After payment at the counter or on the website, the Customer receives a written confirmation by e-mail including flight vouchers and gift vouchers. The Customer is obliged to provide valid email contact information, and undertakes to control all mail received, including junk mail.

When the service is the subject of a quote, the order will become final only by the express acceptance of the Customer with payment by him of a deposit whose amount figures on the quote.

The payment of the balance due will be settled no later than seven (7) days before execution of the service.

IV. EXECUTION OF THE SERVICE

4.1 - PRE-REQUISITE

Prior to the acquisition of a flight time, the Customer must ensure that he or she, or the member for whom he purchases the service, meets the following conditions:

- be at least 5 years old,
- be accompanied, for children aged from 5 to 12, by an adult with parental authority,
- have parental or guardian permission for children aged from 12 to 17,
- maximum weight 120 kg (if above please contact us before),
- be in good physical and mental health, not have any infection or illness that is incompatible with sensational activity,
- not to suffer from spinal problems,
- not be prone to epileptic seizures,
- not to be pregnant,
- not to suffer from severe low back pain,
- not to suffer from shoulder problems, recurrent dislocations,
- not to have consumed alcohol or narcotics.

The Provider will control the required documents and reserves the right to deny access to the flight simulator to persons who clearly do not meet the above criteria. However, this control does not absolve the Customer or the beneficiary of the service of any of his responsibility to meet the pre-requisite requirements.

No refund will be provided to the Customer if he or the beneficiary of the service does not meet the requirements when he presents at the scheduled time of the service.

Also, if you have any doubts about your ability to make free fall in the wind tunnel, please contact us before any orders for any questions or concerns relating to the safety or eligibility of the participants.

4-2 - RULES APPLICABLE TO ALL PARTICIPANTS:

Each participant is required to arrive at the reception **one hour before the flight time** assigned to him, with the booking voucher and/or gift ticket. Failing to respect this schedule and to justify the order, the service will be cancelled without any possibility of postponement or refund.

In addition to the above requirements, he undertakes to listen carefully and to respect all the instructions that will be given to him prior to the flight, and to inquire about any information that he has not assimilated.

Each participant will be accompanied by a certified instructor for the wind tunnel flight. The instructor reserves the right to stop the flight if he deems the participant to be in danger, to endanger the instructor or to endanger any other member of the zerOGravity company or the public, with no possible reimbursement of the service.

Each participant is required to respect the safety rules and dress rules set out by the zerOGravity company.

A locker room is made available to participants who agree to use it in accordance with the requirements received and undertake not to deposit valuables there. The Provider will not be held responsible for any theft or deterioration of the objects deposited in this locker room.

4-3 - FIRSTTIMER BOOKING DEFERRAL:

For individual participants, a booking postponement can be made at no cost subject to intervening before seventy-two (72) hours before the scheduled service. A deferral of service is possible for a fee of twenty euros (20 €TTC) per person, from seventy-two (72) to twenty-four (24) hours before the service. Later than twenty-four (24) hours before the service, the service is neither refundable nor deferrable.

Rescheduling insurance is available as an option and allows you to benefit from the postponement of the reservation free of charge until twenty-four (24) hours before the flight, and for a fee of ten euros (10 €TTC) until the time of flight. If this deadline is not met, the service will be canceled without the possibility of postponement or reimbursement.

The request for postponement of reservation must be sent to the company zerOGravity by email to the address info@zero-gravity.fr, the date and time of the email being authentic. Any reservation postponement can only be made within the limit of the initial expiry date of the service.

4-4 – CORPORATE GROUPS BOOKING DEFERRAL:

Corporate groups may obtain a booking postponement at no cost up to thirty (30) days before the scheduled date for the service; from thirty (30) to seven (7) days before the date of service, the changes result in the loss of twenty (20%) percent of the modified service. Any changes in the seven (7) days prior to the date of scheduled service result in the obligation to pay the entire price, and a total loss of deposit.

The room rental service and catering services are changeable up to seventy-two (72) hours before the scheduled date, any change occurring within the seventy-two (72) hours prior to the scheduled date of reservation results in the obligation to pay the entire price, and a consequent total loss of deposit.

4-5 - PROFLYER (autonomous skydivers):

Any change in flight schedule can be made free of charge up to seven (7) days before the booking date. It will be carried out for twenty (20%) percent of the amount of the cancelled or changed service, from seven (7) to two (2) days before the scheduled date. Any cancellation in the last two days results in the obligation to pay the entire price, and a consequent total loss of deposit.

4-6 - DELIVERY IMPOSSIBILITY

The technicality of the service implies hazards that participants agree to bear as follows:

- the time schedule of the service is not guaranteed, but the Provider makes the best efforts to ensure services in the agreed slots, and to inform by email, if necessary, the foreseeable delays,
- the service itself may be discontinued or postponed due to the unavailability of the equipment.

In the event of a delay of more than two hours or the unavailability of the equipment, the Provider undertakes to offer to participants either the postponement of the service to a date to be agreed or the reimbursement of the service. In no case a delay in the performance of the service or the technical obligation to postpone it will create obligations, in particular compensation, for the Provider other than that of replacement or reimbursement.

V. SERVICES AND ANCILLARY SALES

The Provider offers, as add-ons to the flights, photography or videos services, as well as supply of equipment (special suits) services.

These services are subject to the hazards of shooting and sourcing. Their unavailability is not likely to result in the complete termination of the contract on the day provided for the delivery. In the event of unavailability, a refund of the amount of the ancillary service will be provided by the Provider, with the exception of any other compensation.

VI. INSURANCE

The Provider has entered into an insurance contract guaranteeing its civil or administrative liability which may be incurred as a result of material and immaterial personal damage caused to third parties and attributable to its activities. Damage resulting from the voluntary or conscious fact of the participants is not covered by this insurance. It is then up to Customers and participants to ensure their own insurance coverage.

VII. RIGHT OF WITHDRAWAL

The Customer has, for every order placed on Provider's website and as to law in force, a withdrawal period of fourteen (14) days from the conclusion of the contract to exercise his right of withdrawal with the Provider and cancel his order, without justifying reasons or paying penalties, for the purpose of reimbursement, unless the performance of the service has begun with the agreement of the Customer before the end of the withdrawal period.

In accordance with the provisions of Article L. 221-28 of French "Code de la Consommation", this right of withdrawal is not applicable in the case of an order including booking of a service for a specified date.

No right of withdrawal is applicable when booking a service that has been the subject of a quote prior to booking.

The right of withdrawal must be exercised by any means to the Provider.

If the right of withdrawal is exercised within the aforementioned time frame, only the price of the ordered service is refunded.

The refund of the sums already paid by the Customer will be made within a maximum time of fourteen (14) days from the receipt by the Provider of the notification of the withdrawal of the Customer.

VIII. PROTECTION OF PERSONAL DATA

Under Law 78-17, Computer Science and Freedoms, from January 6, 1978 amended by Law no. 2018-493 of June 20, 2018, it is recalled that the personal data requested from the Customer is necessary for the processing of his order and the establishment of invoices, among others.

This data can be shared with any partners in the Provider's handling, processing, management and payment of orders.

The processing of the information provided through the Provider's website meets the legal requirements for the protection of personal data, the information system used ensures optimal protection of this data.

The Client has, in accordance with the national and European regulations in force, a permanent right of access, modification, rectification, portability opposition and limitation of treatment with regard to the information concerning him.

This right can be exercised by writing, by mail, and justifying its identity, at the address of the Provider's head office.

IX. INTELLECTUAL PROPERTY

The content of the Provider's website is owned by the Provider and its partners and is protected by French and international intellectual property laws.

Any full or partial reproduction of this content is strictly prohibited and is likely to constitute a crime of counterfeiting.

X. DISPUTES

Any disputes to which purchase and sale transactions concluded under these terms and conditions of sale could give rise, concerning their validity, their interpretation, their execution, their termination and their consequences, which could not have been resolved between the Provider and the Customer, will be submitted to the competent courts under the conditions of common law.

The Customer is informed that in any event, he may resort to conventional mediation, including with the Consumer Mediation Commission (Article L. 612-1 of the Consumer Code) or with existing sectoral mediation bodies, or any alternative method of dispute resolution (conciliation, for example) in the event of a challenge.