



LEGAL NOTICE

These General Terms and Conditions are entered into between, Europair Broker S.A. (hereinafter, "Europair"), with Tax Identification Number A07663354, and located in calle Cristóbal Bordiú 22, local E, 28003-Madrid, inscribed in the mercantile Registry of Madrid, Volume 14911, Folio 33, H M-248206, inscription 2º and in the Register of the General Department of Business and Tourist Activities of the Community of Madrid with CICMA nº 2627. Europair is the holder of <http://www.europair.com> (hereinafter, 'The Website'), and is a company that offers a system of charter flight search (hereinafter, 'The Service'); and the User, that means any natural or legal person who freely and voluntarily access the Website, either using or not the Services available on it.

GENERAL TERMS AND CONDITIONS

1. Purpose and scope of application

These General Terms and Conditions regulates the accessing browsing and/or using of the Website (included, but not limited news comments, blogs, forum...), as the liabilities derived of using the Service and Contents (hereinafter which is understood include any text, image, graphic, drawings, photography, audio, video, information, and any other creation protected by an Spanish Lay or any International Treaty related with Intellectual Property). Regardless these General Terms and Conditions, Europair may set out Particular Conditions which regulates some of their Services. This is particularly the case for the use of the Secure Online Payment Gateway (V-POS) of the Website, which is limited to those clients to whom Europair has offered V-POS as payment method, and is ruled by specific terms and conditions.

By using, browsing and accessing to the Website, the User accepts these Terms and Conditions.

2. Access

Using, browsing and accessing to the Contents of the Website is totally free. Notwithstanding, some of this Services and Contents may be offered by Europair through the Website subject to Particular Conditions, which will be specified in each particular case.

3. Information in the Website

Europair makes reasonable efforts to offer information as updated and complete as possible. Notwithstanding, most part of this information (the one related with flights, such as departure, destination, price, schedules) is provided by the flight companies. Europair do not review this information and it shall not be liable in any manner about the information provided or the changes that could be in the information after requesting a budget.

4. Utilización de la página

The User undertakes to use the information and Services provided by Europair in accordance with the Law and these Terms and Conditions. The User will refrain from using the Services with unlawful purposes or in a contrary way than the one established in these Conditions.

The User undertakes to not process data with publicity purposes, not to send any type of online publicity and not to transmit, disseminate or make available to third-parties, through the Services provided by Europair, any information, messages, graphics, data or Contents that, without any limitation:

- a. Incur in unlawful activities, illegal or contrary to good faith and public order.
- b. May contravene, denigrate or attempt on fundamental rights and public liberties which are recognized in the Constitution and/ or in International treaties and/or under any legal provision.
- c. Incentive discriminatory acts or ideas by sex, race, religion, age or belief reasons.
- d. Breach any Europair or third party's rights or interests, such as infringe intellectual property rights (patents, trademarks, trade secrets, copyright or any other proprietary rights).
- e. Violate trade secrets
- f. Infringe secret communication regulation

Likewise, the User must fulfill the following requirements:

- a. Not to use the Platform to collect information and contents in order to render any service that, in our sole judgement, correspond to us or compete with us.
- b. Not to introduce, by any means, virus, worms, trojans or any other malicious codes intended to interrupt, destroy or limit the functioning of the Platform.
- c. Not to use any techniques of reverse engineering and/or to decompile or to decode or use any other system to find the Platform's source code, or any element protected under intellectual property rights.
- d. Not to do anything that could harm, disable, overburden or impair the proper working of the service (or the networks connected thereto). You shall not interfere in any other User's use and enjoyment of the Platform.
- e. Not to carry out any action or use any means to simulate the Platform's look and feel or functioning, for any purpose.

5. Use of flight search

The purpose of the flight search in the Website is to allow any user to obtain guidance about private or groups charter flights, as well as cargo transportation, and requesting a budget that, in any case, will bound the user.

The flight information (such as departure, destination, schedules, flight type, and price) is provided by the flight companies as guidance. Thus, the information in the budget may vary if we compare with the one provided in the flight searcher. Europair does not check this information so it will not be liable about it.

Europair cannot guarantee the reception of any budget, it may happen that there is not any similar offer like the one requested.

The gathering and processing of personal data provided by the user in the flight searcher will be governed by the [Privacy Policy](#) included in the Website.

6. Intellectual Property

This Website is regulated by Spanish Law and by national and international legislation related with intellectual property. Europair is the owner, or otherwise it holds the appropriate rights or licenses, of all the intellectual property rights of the Website and their Contents. Therefore, the reproduction, distribution, public communication or transformation of all or part of the Contents is forbidden, in any way or form, without the Europair or the relevant rightholders written consent.

The User can visualize print, copy or store all the elements and Contents of the Website, which it will be used only for personal and private purposes, and never for public or commercial purposes.

In any case the access and browsing of the Website or the use of the Services implies a waive, asses license or transmission of Europair rights.

Please, contact us at web@europair.es if you come across any intellectual property infringement.

7. Confidentiality and data protection

The Privacy Policy regulating the gathering and processing of personal data is available in the Website.

8. Disclaimers and guarantees

Europair shall not assume any obligation other than these Terms and Conditions.

Europair cannot guarantee the reliability, utility, veracity or correctness of the Services provided or Contents included in the Website. Thus, Europair shall not be liable of:

- a. The Website availability and the absence of those contents.
- b. Viruses or malicious or harmful programs in the Website or in the provider Servicer.
- c. Invulnerability of the Website and/or the systems or security measures that will be adopted on it.
- d. The lack of usefulness or performance of the Conducts and Services of the Website
- e. Damages that may cause to any user or to third-party the infringement of these Terms and Conditions or any other provision or instruction applicable.
- f. A non-correct, inappropriate or unlawful use of the information included in the Website.

All the features, Services and Contents of the Website are displayed “as is”, “as available” at each moment. Users acknowledge that there may be situations beyond the control of Europair.

To the extent permitted by law, Europair or their suppliers shall not be liable for lost profits, consequential losses or any other loss whatsoever.

9. Third party websites

The Website may include links to third party websites. We shall not be liable, in any case, for those website, their contents or its proper operation, or for any consequences arising from your access to third-party websites through these links.

Users acknowledge and agree that such links direct to websites external to the Website and to Europair; Europair does not control or guarantee the absence of cyber threats, malware or viruses, or links to other websites containing any of those elements.

Moreover, we do not approve any function, promotion or any other content included in such third party websites, even if they are linked from the Website.

10. Compensation

Any breach of these Terms and Conditions could cause us damages. You shall indemnify us if, by virtue of your breaches, we suffer damages, losses or any other costs (such as legal fees).

Likewise, you shall keep us harmless if claims or proceedings are initiated against us due to your breaches, and we may claim you any expense, cost or damage derived from your action.

11. Right of Exclusion

Europair reserves the right to deny or withdraw the access to the Website and to the Services and Contents offered on it, without prior notice to the Users.

12. Modifications

Europair reserves the right to modify the Contents and Services of the Websites, and the right to amend, erase or modify any Content or Service, without prior notice.

13. Modifications of these Terms and Conditions

Europair reserves the right to modify, without prior notice, these Terms and Conditions. The Terms and Conditions valid will be the ones that are publish in the Website at any particular time.

14. Waiver and interpretation of the Terms and Conditions

These Terms and Conditions are an agreement between you and us, Europair.

If any clause of these Terms and Conditions is determined by a court of competent authority to be unlawful, invalid or unenforceable, it should be interpreted as nearly as possible to its original purpose. Such determination shall not affect the validity or enforceability of any other part or provision of these Terms and Conditions.

The failure of Europair to insist on strict performance and compliance with any of these Terms and Conditions shall not be construed as a waiver for the future of such term or condition.

15. Language

The applicable language of these Terms and Conditions is Spanish. We may offer you the translation of this document in several languages for your convenience only, to help you to understand it, but you explicitly agree that the official text is the Spanish version.

If there is any contradiction between what the Spanish version of these Terms and Conditions say and what the translation says, the Spanish version shall take precedence.

16. Governing law and venue

The relations between Europair and Users are construed in accordance with the Spanish law. The Parties, waiving any other jurisdiction to which they may be entitled, agree that any dispute, discrepancy, issue or claim shall be resolved by the Courts and Tribunals of the city of Madrid, Spain, unless otherwise provided by applicable law.