

**GENERAL CONDITIONS FOR USE OF THE SITE  
WWW.WINGLY.IO**

Version put on line 13/04/2017

**1. 1. ON THE GENERAL TERMS OF USE**

**1.1 Definitions**

In this document, words with a capital letter will have the definition hereafter.

<b>Aircraft</b>	designates the planes, or helicopters with non-complex motorization within the meaning of the decree of 9 February, 2015 relating to the implementation of EU regulation 965/2012 determining the technical requirements and administrative procedures applicable to air operations, for aircraft with non-complex motorization, i.e., for planes, those having a maximum take-off weight of 5.7t, certified to be operated by a single pilot, and for helicopters, a maximum take-off weight of 3.175kg certified to be operated by a single pilot, duly registered or identified and benefiting from administrative authorizations to circulate freely in the United Kingdom airspace or, as the case may be, European. Only operators of these types of Aircraft may be Users of the Site
<b>Advertisement</b>	designates the Flight offer put on line by a User
<b>BERLARIC</b>	designates the company publishing the Flight sharing services on the site <a href="http://www.wingly.io">www.wingly.io</a>
<b>GCU</b>	designates the present General Conditions of Use, including the good conduct Charter hereafter
<b>User Account or Account</b>	designates the account which must be created to be able to become a User and access the Services
<b>Shared expenses</b>	Cost of the flight to be divided between all the occupants, including the pilot, and limited to fuel, hiring of the aircraft, route and landing fees and possibly for parking in the event of stopover.
<b>Pilot</b>	designates the private individual exercising the steering and control of the Aircraft, duly entitled to do so, his licenses and medical certificates up to date, duly qualified to the piloting of an Aircraft and exercising the functions of captain. The Pilot is he who offers, on the Site, to transport by Aircraft another private individual in exchange for the Share of expenses, and for a Flight and a schedule which he defines
<b>Passenger</b>	designates the private individual having conveyed a request for a Flight reservation offered by the Pilot and which the latter has formally accepted
<b>Share in the expenses</b>	amount of money demanded by the Pilot and accepted by the Passenger for the Flight under the title of his share in the travel expenses. This share, calculated by the pilot on his sole liability, responsibility, must be strictly limited to the sharing of expenses, (fuel, hiring of the plane, landing fees, parking), and the Pilot must not under any circumstances draw any earnings from this transaction. Failing which, the Pilot will bear on his own the risks of re-qualification for his unauthorized services
<b>Service</b>	designates any service made through the Site by a User, it being specified that BERLARIC is not party to a contract for transport
<b>Site</b>	designates the site that can be accessed at the address <a href="http://www.wingly.io">www.wingly.io</a>
<b>Flight</b>	designates the flight sharing operation for which the Pilot has agreed to carry the Passenger in an Aircraft for a given Journey determined in exchange for the Share in expenses and according to the principle of flight sharing
<b>Journey</b>	designates the Flight circuit, including the fact of taking off from a point A to land at a point B, if necessary via a stopover at point C and/or that taking off from a point A with landing at the same point A according to the terms of the Advertisement offered by the Pilot

User	designates equally the Passenger or the Pilot having accepted the present General Conditions of Use and using the Site as either Passenger or Pilot. The Users are the sole decision-makers for the fulfilment of the Flight sharing service
------	--

## 1.2 Field of application

The present general terms are applied to the services offered by the Site.

The Flight sharing service offered on this Site is published by **BERLARIC SAS**, a simplified joint stock company with a share capital of 12,000 euros, registered with the company trade register of Nanterre (France) under the no. 812,309,763 and whose head office is at 7 rue Voltaire 92300 Levallois Perret France.

## 1.3 Operations covered by the present GCU

The **Site** is a community platform accessible on the Internet, implemented and managed by the Company **BERLARIC**.

**BERLARIC** offers to connect Pilots and Passengers in order to carry out joint Aircraft Flights and to share the costs, according to the conditions and terms defined herein.

The Site offers Users tools and technical functionalities on line allowing the publication of content for purposes of:

- i. connecting in particular Pilots of Aircraft who wish to carry out a Flight with one or more Passenger(s) by:
  - the broadcasting of a Flight offers on the Site and
  - the provision of management tools for reservations and the payment of Shares in the expenses;
- ii. to give the opportunity to Users to consider their relations and to leave opinions concerning the quality of their experience undertaken by means of the Site.

## 1.4 Non-commercial nature

The relation offered by the Company **BERLARIC** excludes any commercial or professional transaction. It is recalled that the UK CAA has issued the exemption of 27 March 2015, E 4020 ORS 4 1094 to facilitate the early adoption of the Air Operations Regulation (EU) under the UK national law, which allows the sharing of the direct costs of a flight by up to six people as per article 6.4a. The CAA indicates that “The aim of the exemption is to allow pilots operating within UK airspace to take advantage of the cost-sharing provision with the intention of encouraging more frequent flying by private pilots to maintain more regular flying currency and thus improving safety”

European Regulation 379/2014 authorizes flights with shared expenses carried out by private individuals, provided that the direct cost is divided between all the occupants of the aircraft, including the pilot, and that the number of people bearing the direct cost does not exceed six (6).

**The Company BERLARIC only offers its Services which are within the framework of the above-mentioned provisions, for private pilots, acting on a purely non-professional basis and apart from any commercial transaction.**

In this respect, it is prohibited by the regulation and the present GCU for Pilots to make any earnings whatsoever.

**The Company BERLARIC being limited to the publication of a site offering tools for the connection of Pilots and Passengers, it must not under any circumstances be regarded as a carrier.**

The Company **BERLARIC** in effect takes no part in any way in the definition of the Flight, of the schedules, nor of the flight conditions, nor the plane chosen, nor the identity of the Pilot.

## 1.5 Acceptance on line of the GCU

Site usage is conditional upon acceptance of these GCU.

At the time of the creation of the User Account, Users must click the box “I accept the General Conditions of Site Usage and the service offered”.

Only the acceptance of these GCU makes it possible for Users to access the services offered by the Site. The acceptance of these GCU is complete and forms an indivisible whole, and Users may not choose viewing the application of part of the GCU or to formulate reservations.

By accepting the GCU, Users accept in particular the provisions of this document relating to the “Processing of personal data of Users”.

In the case of breaching one of the obligations provided for by this document, BERLARIC reserves the option of deleting the User Account concerned. This is particularly the case if a Pilot participates on a purely professional basis.

### **1.6 Amendments to the GCU**

BERLARIC reserves the right continually to amend the GCU, the functionalities offered on the Site or the operating rules of the Service.

The amendment will take effect immediately as of putting on line the GCU which any User acknowledges beforehand as having been understood and accepted.

When the amendment occurs after payment by the Passenger of an amount of money corresponding to the Share in the expenses, the amendment is not applied to the transaction in progress.

BERLARIC reserves the right to offer new, free or paying services on the Site.

## **2. ON THE USE OF THE SERVICE**

### **2.1 Preliminary registration and creation of a User Account**

The Site is freely accessible to any web user having an IT hardware configuration and ordinary latest software and a high-speed Internet connection.

To benefit from the Services, each User must as a preliminary create a User Account in accordance with the directions on the Site and in particular by completion of the on line form or the supply of IDs provided by third party partner sites.

The Services implemented on the Site are exclusively reserved to persons legally able to commit themselves under the GCU.

The ID and password (“**ID Codes**”) chosen by the User should not violate the rights of a third party - in particular rights related to surnames or brands - nor be morally offensive.

Registration is confirmed to the User at the email address which he will have supplied, via an e-mail from the Site containing the links necessary for confirmation of his registration.

This confirmation email is sent subject to the supply of the information marked as obligatory on the above-mentioned registration page. The veracity and precision of the information supplied by a User, for the opening of an Account, are assumed and pledge his liability, in particular as to his identity.

To protect private information from Users, only certain Account information is viewable by the others and only some of them are supplied to a User following Acceptance by the latter of a Seat Request formulated by another User.

BERLARIC will not under any circumstances be able to be held responsible for information which may be erroneous or fraudulent supplied by Users.

### **2.2 Commitments of the User**

The User commits:

- (i) to have only one Account on the Site,
- (ii) to use this Account only in a personal capacity, all acts carried out under these ID Codes being considered to be carried out by himself,
- (iii) to regularly update his information when logging onto his Account,
- (iv) not to transfer his Account to a third party or to another User,

- (v) to keep his ID Codes confidential. In the event of forgetting, of hijacked or unauthorised use of his ID Codes, the liability of BERLARIC will not under any circumstances be engaged and the User must immediately inform BERLARIC of this situation, by email to the address: [contact@wingly.io](mailto:contact@wingly.io)

### **2.3 Deletion of the Account**

Any User can delete his Account while logging onto the Site subject to adhering to the commitments made to another User.

BERLARIC reserves the right to delete a User Account, in particular in the event of:

- a. violation of a provision of the GCU;
- b. absence of logging onto his User Account throughout a two (2) year period and after sending a repeat e-mail remaining unanswered over eight (8) weeks;
- c. harm displayed by a User against other Users, in particular while constantly damaging or destroying the Aircraft or the materials which are attached thereto;

The User commits himself to not creating or using accounts other than that (those) initially created, whether this is under his own identity or that of a third party.

Any exemption from this rule must be the object of an explicit demand on behalf of the User and an express and specific authorization of BERLARIC. The fact of creating or of using new accounts under his own identity or that of a third party without having requested and obtained the authorization of BERLARIC will lead to the immediate suspension of the User accounts and all Related services.

### **2.4 Use of the Service on a purely non-professional and non-commercial basis**

Users commit themselves to using the Service only for connecting, on a purely non-professional and non-commercial basis, people wishing to carry out a joint Flight. BERLARIC will not under any circumstances be held responsible for use on a purely professional or commercial basis of the services offered by the Site.

The Pilot must not commit himself to insuring obligations which are those of a public carrier and the Passenger cannot expect the performance of such services.

Any Flight carried out must beforehand be the object of a prior consent between Pilot and Passenger on the Site.

BERLARIC reserves the right to exclude without notice any User who ignores the present provisions in particular.

**It is recalled that BERLARIC is a third party in the relation between Users and cannot have any obligation under the performance by the latter of their respective obligations under the Flights.**

### **2.5 Procedures for use of the Service**

#### ***2.5.1 Creation of an offer for a Flight***

Any User can publish one or more Advertisement(s) on the Site to benefit from the Services.

For this purpose, the Pilot must in particular:

- (i) complete the various forms provided for this purpose on the Site and at a minimum, the information marked or indicated as obligatory;
- (ii) indicate on the time-table the Flight dates and schedules;
- (iii) indicate the amount of the Share in the Shared expenses;
- (iv) if necessary, specify the type of conditions of cancellation which he wishes to impose on the Passenger;
- (v) specify the potential invoicing rules and extras which are binding on the Passenger within the framework of the Flight;
- (vi) be able to substantiate at first request of BERLARIC and/or a Passenger:
  - a. his right to have the aircraft available;

- b. patents, diplomas and/or qualifications allowing him to carry out the flight with the aircraft offered;
- (vii) not reproduce or disseminate on the Site:
  - a. references to other sites whose activities are concurrent with or related to the Services;
  - b. references to external content such as personal pages;
  - c. information malevolent, disparaging, voluntarily misleading, illicit and/or contrary to the principles of morality or the present GCU;
  - d. any sensitive information on racial or ethnic origin or bearing on political, philosophical or religious opinions, on membership of a trade union, on his sex life or his health, or contrary to the principles of morality and to the law.
- (viii) adhere to the rules of public order.

In default of respect for these provisions, BERLARIC will be able to delete the User Account.

### *2.5.2 Calculation of the Share in the expenses*

The share in the expenses demanded by the Pilot from his Passengers must in no way exceed the quota of each occupant, pilot included, in the real costs of the Flight such as defined in the present GCU. Thus, the Pilot commits himself to carry out the calculation of all his expenses (fuel, hiring of the plane, landing fees, parking) and ensuring that the amount demanded from his Passengers after the flight does not make him realise any earnings.

### *2.5.3 Reservation of a Flight by the Passenger*

#### *2.5.3.1 Formulation of a request for Reservation*

Passengers have a set of filters allowing targeting of their search for a flight as well as possible. Results are classified in order of relevance with the criteria selected by the Passenger.

Any Request for Reservation of a Flight (the “**Request for Reservation**”) is carried out by adhering to the reservation process of the Site.

At the time of the Request for Reservation, the Passenger views:

- (i) a description of the selected Advertisement and the places, dates and schedules of the Flight envisaged;
- (ii) if necessary, the applicable conditions for cancellation;
- (iii) the cost to be settled which includes:
  - a. the amount of the Share in the expenses,
  - b. if necessary:
    - extra expenses expressly targeted in the Advertisement (consumables, cleaning, etc.);
    - the price of the insurance (cancellation, assistance, purchase of guarantee or other) possibly subscribed by the Passenger with an external insurance if this Service is offered on the Site;
  - c. the amount of the Service Costs invoiced by www.wingly.io

It is up to the Passenger to check that he took properly into account the additional charges which are invoiced to him.

Once the Request for Reservation is formulated by the Passenger, the latter is invited to follow the settlement procedure described below to validate his Request for Reservation.

#### *2.5.3.2 Conditions of acceptance of the offer of hiring*

The Request for Reservation is regarded as acquired as soon as the settlement procedure is validated.

- (i) e-mail summary of the Request for Reservation is sent to the Passenger;
- (ii) e-mail summary is sent to the Pilot who then has a deadline of forty-eight (48) hours formally to accept it (“**Acceptance**”) or to refuse it;

Absence of reply beyond this deadline, the Request for Reservation is cancelled and the Passenger informed by email. The Passenger is debited by the amount of the settlement only on Acceptance.

#### **2.5.4 Pilot service costs and settlements**

##### *2.5.4.1 Service Fees*

BERLARIC charges Service Fees (« **Service Fees** ») on its site. These fees are added to the transaction on the same date of the Passenger online payment.

The Service Fees are organized as follows :

- Fees for the connection between the Pilot and its Passengers in consideration for the use of Berlaric online marketplace and platform.
- The French VAT : twenty percent (20%).

These Service Fees apply for every available seat in the aircraft and offered as a booking.

##### *2.5.4.2 Settlement by the Passenger*

The settlement of a reservation by the Passenger is carried out at the time of the request for reservation via the payment system of BERLARIC by bank card (Credit card, Visa, MasterCard) or Paypal accounts or any other means which BERLARIC will make available on its Site.

For any credit card payment, BERLARIC has obtained a secure system of payment implemented for BERLARIC by the Company MANGOPAY ([www.mangopay.com](http://www.mangopay.com)). This payment protocol is recognized worldwide for the protection of data forwarded on the Internet. The commitment of a payment by the passenger on the Site is deemed acceptance of the general conditions of MANGOPAY accessible here: <https://www.mangopay.com/files/2013/07/FR-CGU-API-MANGOPAY-Dec-2014-1.pdf>.

On the positive return of the banking institution concerning the request for payment authorization carried out by the User, the request for Reservation is conveyed to the Pilot who then has forty-eight (48) hours to accept it.

In the event of a negative return of the banking institution or, BERLARIC will immediately inform the Passenger of the failure of the transaction.

BERLARIC may not be held responsible for a delay in the bank authorization carried out on the bank card of a Passenger, this delay resulting from the banking institution of the bank card holder.

The Passenger is debited for the amount paid only as from the acceptance of the request for reservation by the Pilot.

The sums received by BERLARIC are deposited on a holding account at MANGOPAY. The sums thus deposited are allocated to the payment of the expenses.

The payment orders given by the Users in accordance with this document are irrevocable and will be carried out for BERLARIC by MANGOPAY.

The Passenger and the Pilot commit themselves to responding favourably to any request of BERLARIC or of MANGOPAY and more generally of any administrative or legally competent authority with regard to the prevention of or the fight against money laundering and, in particular, they agree to provide any useful document in proof of address or identity. In the absence of an immediate answer to these requests, BERLARIC and/or MANGOPAY will be able to take any appropriate measure in particular the freezing of the paid out sums and/or the suspension of the services used by the Passenger or offered by the Pilot.

The payment of Pilots will be carried out only in favour of Pilots having opened a bank account under their proper name.

##### *2.5.4.3 Payment of the Pilot's expenses*

The Passenger has a twenty-four-hour deadline (24) to confirm formally with BERLARIC that the Flight was carried out, in particular by the presentation of the code or any other means placed at his disposal by the Site.

At the conclusion of this deadline, and in the absence of confirmation or of dispute by the Passenger, BERLARIC considers that the confirmation by the Passenger is implied.

As from this express or tacit confirmation, the Pilot has a credit due on his User Account. This credit corresponds to the amount paid by the Passenger reduced by the Service Costs.

BERLARIC transmits to MANGOPAY, the payment orders the first working day following the request made on the Site by the User or failing this automatically one (1) month after the appearance on its Account of the sums concerned.

For this purpose, the Pilot supplies to BERLARIC the banking information present on his Bank Account Details or Post Office Account Details, allowing the wire transfer to his account. This information is filled in solely by the member on the page “My account” > “Payment options”.

Under no circumstances, will BERLARIC pay the sum due otherwise than by credit transfer, excluding making any payment in cash or by check.

BERLARIC is under no circumstances liable or responsible with regard to the Pilot for an incident of payment if, for whatever reason, the sum paid by the Passenger came to be reversed in particular in the event of refusal of the card or of fraudulent use.

The Pilot is obliged to restore to BERLARIC on first request any sum received reconsidered because of such an incident of payment.

### **3. COURSE OF THE FLIGHT**

#### **3.1 Respective obligations of the parties**

It is recalled that within the framework of the Flight agreed upon, Pilot and Passenger engage mutually to:

- (i) forward the dates, schedules and agreed place: failing this or in the event of cancellation, BERLARIC reserves the right to keep this cancellation information in the database and/or to inform Users on the Pilot profile and/or to suspend the Pilot’s access to the Site;
- (ii) to provide their best efforts to proper course of the Flight and to adhere to the good conduct charter available here: [https://en.wingly.io/index.php?page=content&sub\\_page=etiquette](https://en.wingly.io/index.php?page=content&sub_page=etiquette)

#### **3.2 Obligations specific to the Pilot**

Prior to Flight, the Pilot engages expressly:

- (i) to being in possession:
  - ⇒ of a Pilot license in force,
  - ⇒ of a medical certificate in force ;
- (ii) to observe the conditions of passenger carriage, being 3 landings and 3 take-offs in the 3 months preceding the flight
- (iii) to ensure that his Aircraft is regularly declared and/or registered with any administration local, national and/or international;
- (iv) to ensure that the Aircraft and all of the obligatory and/or optional equipment on board is in compliance with the regulation, in particular all equipment related to safety;
- (v) to subscribe to any compulsory insurance, necessary or essential to the Flight in accordance with the legislation in force and to check prior to Flight the full validity of his insurance;
- (vi) to expect the Passenger at the place of the appointment up to thirty (30) minutes beyond the agreed time (tolerance does not exempt the Passenger from being punctual);
- (vii) to inform the Passengers without delay of any modification to the Flight;
- (viii) if one or more Passengers are reserved and the Pilot decides to change any condition of the Flight such as initially provided for in his Advertisement, the Pilot commits himself to informing each one of his Passengers and to require their respective agreement to this change. In the event of refusal of a Passenger, the latter will be able to cancel his Reservation completely without any cancellation expenses being invoiced to him, and without any compensation being paid out to the Pilot, and without an increase in the share of the other passengers

#### **3.3 Obligations specific to the Passenger**

- (i) Not to dispute the position in the Aircraft which will be allocated to him by the Pilot;
- (ii) Not to dispute any decision of the Pilot during the Flight, in particular in the event of a modification to the Flight in the course of the flight by reason of the weather or any other reason the Pilot has based on a security problem or in respect of regulations in force;
- (iii) To comply with the on-board rules fixed by the Pilot (cigarettes, animals, food, drinks, children, weight and maximum size of authorized luggage, etc.);

#### **4. CANCELLATION OF THE FLIGHT**

The Pilot is free to cancel the Flight for any reason and at any time, in particular in the event of weather, illness, etc. the Passenger is then refunded the entirety of the sums which he settled, except for possible insurances that he may have subscribed to.

The Passengers may also freely cancel their reservation at any moment. Consequently, the passenger will be completely refunded at the moment of his cancellation before the flight.

Any place released on a Flight, after the cancellation of his reservation by a Passenger will be automatically offered on the Site for reservation by other Users.

#### **5. FEEDBACK**

The Site makes available to the Users an evaluation tool enabling them to be reciprocally evaluated after the Flight and to award a level of trust to each User viewable by the whole community of Users.

Save for exceptional cases, the Site does not operate a routine inspection of feedback and invites Users:

- to give truthful, objective indications exclusively and strictly in connection with the Flight;
- not to enter therein a name, postal or email address or, phone number;
- not to attack the rights of a third party, in particular personality rights;
- not to make any vulgar, obscene, racist, harmful to youth or insulting remarks nor to refer to any link or storyboard of this kind;
- to inform the Site in the event of non-observance by another User of the preceding points in addressing themselves to: [contact@wingly.io](mailto:contact@wingly.io)

In the event of non-observance of these provisions, of a legal provision or under the performance of an administrative or legal decision, BERLARIC will be able to delete whole or part of the feedback formulated by a User.

#### **6. OBLIGATION OF INSURANCE BY THE PILOT**

The Pilot will have to check that his insurance policy and/or that of the Aircraft is properly aimed at covering the passengers transported under satisfactory conditions. I.e. at a minimum that the aircraft properly possesses an obligatory liability insurance according to the EU regulation No. 785/2004 covering the passengers, their luggage and third parties on the ground

The Pilot and the Passenger are informed that any realization of an economic earning by the Pilot or requalification of the Flight as professional business may involve a refusal by the insurers of coverage of potential injuries arising.

The Pilot will bear only the financial consequences resulting from the absence of the assumption of responsibility of a potential accident by his insurance.

The liability of BERLARIC may not be committed in any event.

BERLARIC reserves the right to immediately suspend the User account and the sums appearing there and to make available to the competent jurisdictions any business of a professional nature.

#### **7. LIABILITY**

BERLARIC participates only in the capacity of a technical intermediary and limits its Services to the provision of a Community platform offering various functionalities in particular the management of the reservation of Flights by Users.

BERLARIC cannot guarantee the User that these Services will be free of defects, errors or faults or that they are will be of a nature to respond to specific expectations and constraints personal to each User. It reserves the right to temporarily suspend access to the Site or certain functionalities in particular for development or corrective technical maintenance operations specific to its functioning.

BERLARIC:

- (i) will not be able under any circumstances to be declared responsible in the event of total or partial suspension of its Services in the event of force majeure, application of a court or administrative order or disturbances of telecommunication networks, IT and/or telephone, and

- (ii) declines any liability as for the potential loss of information related to the Users on the Site and recommends them to regularly organize the safeguarding of this information.

In accordance with the provisions of article 6-I of the French law of no. 2004-575 of 21 June, 2004 concerning trust in the digital economy, the civil liability of BERLARIC may be committed only if it were notified of the illicit character of the activities or the information stored by a User on the Site. BERLARIC consequently reserves the right to delete any Account contravening any regulatory or legislative provisions or contrary to the GCU.

The Services delivered on the Site cover in particular neither the verification of the content, nor the veracity or the exactitude of the Advertisements, nor the validation of the competence and qualifications of Pilots. Moreover, BERLARIC is not under any circumstances a party to the contracts occurring between Users at the conclusion of the reservations carried out by way of the means and technical tools of the Site and cannot guarantee the proper performance of the Flights.

BERLARIC does not exert any control on the quality, safety or legality of the Flights offered via the site.

Consequently, BERLARIC:

- (i) cannot be held responsible for any litigation relating to the Flights offered by Users via the Site, and
- (ii) for this reason, does not provide any guarantee in particular with regard to misleading Advertisements or likely to mislead a User,
- (iii) strongly recommends to individual Users, upstream or while embarking to check as well the conformity of the Aircraft compared to the description of the relevant Advertisement, as to the truth of the competence and experience of the Pilots.

The liability of BERLARIC is expressly restricted solely to cases of non-performance of the GCU and it is in this respect a simple obligation of means which the Users expressly acknowledge.

Any User of the Site whose behaviour during Flights would reveal an attack on the provisions of the GCU or who would involve an attack on or a risk of a security breach for the Users will see his Account deleted by BERLARIC without the possibility of this User requesting compensation of any kind whatsoever.

## **8. INTELLECTUAL PROPERTIES**

### **8.1 Intellectual property of BERLARIC**

BERLARIC is owner or holder of intellectual property rights on the Site and in particular of all the texts, comments, works, illustrations, logos, pictograms, or any graphic element or of designs, architecture, software, videos, images, music, etc., whether they are visual or sound, are reproduced on the Site as well as of the databases for which it has the status of producer within the meaning of the provisions of the intellectual property code (“**Elements of the Site**”).

All the Elements of the Site are protected under copyright and/or trademark law and/or the sui generis right of the databases, and this for the entire world. BERLARIC will take any action necessary to the safeguarding of its rights and interests against any person who would proceed without its prior and written approval to the reproduction, the representation, the translation, the extraction, the amendment, the translation or the dissemination in any manner whatsoever of all or part of the Elements of the Site.

### **8.2 Intellectual property of the Users**

Users are solely responsible for the content which they publish on the Site and must ensure that they have the group of the rights and authorizations necessary to the dissemination of this content on the Site.

The loading by the User of all content protectable under the copyright, brands, databases or other confers on BERLARIC, for the duration of the copyrights and the entire world, a non-exclusive right to reproduce, represent, translate and adapt the content on the Site and any other digital, analogical support or paper.

The User guarantees BERLARIC for the consequences of all claims relating to the rights of the content which they download on the Site, issuing from any third party calling upon the violation of an unspecified right (counterfeit, unfair competition and/or parasitic, etc.) on the basis of an intellectual property right or of all other rights belonging to him.

The User commits himself to compensate BERLARIC for any injury which may be undergone by it and refunding it damages, expenses, in particular of counsel, which it may have engaged for this reason.

## 9. **FORCE MAJEURE**

If BERLARIC is unable to carry out any of its obligations because of force majeure as defined by the law or the jurisprudence, it will be exonerated of the aforesaid obligation. Will be in particular regarded as force majeure any strike or technical breakdown of the electricity or telecommunications networks, access providers (Internet or accommodation, etc.), the cases of natural disasters, bad weather, fires, strikes, natural cataclysms, storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning, explosions, sabotage, embargo or aggravation of embargo, interruptions or delays in transport or means of communication, acts or regulations issuing from public civil or military authorities (including delays in obtaining authorization or licenses of any kind), government or court decision preventing BERLARIC from carrying out its contractual rights and obligations, epidemic, riots and revolutions, act of piracy, terrorist acts, nuclear accidents.

## 10. **DATA PROTECTION**

BERLARIC made User data protection a priority in its capacity as “Processing Manager” within the meaning of French Law no. 78-17 of 6 January, 1978, called “Data Protection” (the “**Data Protection Law**”).

Personal data supplied by Users are collected for the performance of the Services available on Site (names, postal and electronic contact details, banking information, etc.).

For this reason and in particular to simplify access by the User to the Services and his Profile during visits following his first logging onto the Site, BERLARIC also has recourse to cookies which remain on the computer disc of the User once his browser is closed. BERLARIC also has recourse to cookies known as “session” necessary to the analysis of the use and tree structure of the Site with a view to constantly improving the Services and technical means accessible by the User from the Site.

The User can always manually delete these cookies or manage his authorizations with their implementation by amending the parameters of his browser.

BERLARIC does not use these follow-up tools to send these data to third parties or marketing platforms, nor to connect the data with the personal data (name, addresses, etc.) without the express assent of the User. If necessary, this consent will be requested beforehand.

We are also working closely with third parties enterprise that can access some of your Personal Data, particularly with:

- Social media platform which offer functionalities to integrate on your Wingly profile information coming from your user profile of their platform
- Our insurance partners. For example we are giving some of your Personal Data, particularly on the pilot side, to our insurance provider Allianz AGC&S and our broker SAAM Verspiieren Group in order to confirm that you are eligible to the insurance program.
- Our commercial and advertising partners in the extent permitted by law

**The User expressly recognizes and accepts that some of his personal data collected by BERLARIC for the management of his Advertisement and the performance of the related requests for reservation require for this the supplying to the Users of some of these data such as names, first names, postal, electronic and telephone contact details, aircraft name, precise locations of the aircraft, with the notable exception of banking data.**

The personal data processing of the Users by BERLARIC via the Site was the object of a declaration to the French National Commission for Data Protection (CNIL - Commission Nationale Informatique et Libertés) under the number 1873638 v 0. For this reason, BERLARIC takes care of the strict respect of the provisions of the Data Protection Law and entitles any User, in accordance with article 34 of this Law to the access, amendment, correction and deletion of the data relating to him with the sending of an e-mail to the [contact@wingly.io](mailto:contact@wingly.io) address.

## 11. **NULLITY**

If one or more provisions of these GCU are held to be non-valid or are declared as such pursuant to a law, a regulation or following a decision become final of a competent jurisdiction, the other provisions will retain all their force and their range. If necessary, BERLARIC is committed to delete and replace immediately the aforementioned clause by a similar and legally valid clause.

## 12. **TITLES**

In the event of difficulty of interpretation between the title and the chapter of any of the articles and any of the clauses, the titles will be stated not have been written.

## 13. **REGULATION**

Any claim in relation to this document is required within a period of one year.

It is conclusively assumed that the Pilot or the Passenger renounces a payment which will not have been demanded within a period of one year. The unclaimed sums are acquired by BERLARIC.

#### **14. ALLOCATION OF JURISDICTION – APPLICABLE LAW**

These GCU are regulated by French law.

Any claim must be addressed within a maximum period of fifteen (15) days after the performance or the date provided for the performance of the Service subscribed by the User to the following address: 7 rue Voltaire 92300 Levallois Perret France.

Any litigation which may arise at the time of the performance or from the interpretation of these GCU, failing to have been beforehand the object of an amicable settlement, must be submitted to the competent tribunal.