



# **General Terms and Conditions**

# **ASL Flex**

### What is ASL Flex in a nutshell?

Cancellation of your booking for any reason up to 2 days (48 hours) before the departure of the 1st flight of your booking

80% of your trip price refunded (excluding ASL Flex price)

- No reason or proof to provide
- Cancellation in just one email
- Transfer made within 3 days

# You will not benefit from the service in the following cases:

- X The cancellation of your tickets is made by ASL Airlines
- × The cancellation of your trip is made less than 2 days before the departure of the 1st flight of your booking



#### How to use the ASL Flex service?

- Contact ASL Airlines customer service at least 48 hours before the departure of the first flight of your booking by email at <a href="mailto:supportclients@aslairlines.com">supportclients@aslairlines.com</a> your booking;
- Once the cancellation is confirmed, Koala will be informed of your cancellation by ASL within 2 working days, and Koala will then contact you immediately by email with the steps to obtain your refund;
- 3 Koala will transfer the refund to your bank account within 3 working days.

We have summarized for you our ASL Flex service in a simple and clear way. You will find here after the complete general conditions of the service.





### **Article 1 - Definitions**

#### You

The buyer of the trip

#### Ticket price

Amount of your flight tickets including all taxes that you have paid on the ASL Airlines website. This amount does not include insurance costs, additional services (baggage, etc.) or the ASL Flex service cost.

#### **ASL Airlines**

Public limited company with a share capital of €32,052,406, registered in the Bobigny Trade and Companies under the number 344 461 546, whose head office is located at 15 rue Haut Laval - 93290 Tremblay-en-France, which is the ticket seller from which you purchased a plane ticket.

#### Koala

The trading name of the company GOLAO - Simplified joint-stock company with a share capital of €162,361, registered in the Strasbourg Trade and Companies under the number 843 042 433, whose head office is located at 9 allée des Marquises - 67000 Strasbourg, which provides the "ASL Flex" service.

#### **ASL Flex**

This service allows travellers to cancel their booking up to 2 days (48 hours) before the departure of the first flight of their booking, without having to justify any reason or provide any proof.



For instance, in the event of a departure date scheduled on the 30 May at 19:45, you will be able to cancel your booking until 28 May at 19:45. Any cancellation made after April 28 May at 19:45 will not be able to benefit from ASL Flex.

#### Article 2 - What does ASL Flex allow?

If you decide to cancel your booking at your own initiative at least 2 days (48 hours) before the departure of the first flight of your booking, you will be refunded 80% of your trip price.







The ASL Flex service does not apply in case of a major change to your trip (travel date, destination, fare change, etc.)

By using ASL Flex, you cancel all the flights included in your booking.

#### Article 3 - What does ASL Flex not allow?

The ASL Flex service cannot be used:

- × In case of cancellation at your initiative occurring less than 2 days before the departure of the first flight of your booking;
- × In case of cancellation of your flights due to ASL Airlines;

#### Article 4 - ASL Flex cost

When booking your trip on ASL Airlines website, you can subscribe to the ASL Flex service for an additional fee which will be presented to you at the time of purchase.

The cost of ASL Flex is not refundable in any case in the cases stated in article 3 of these Terms and Conditions.

## Article 5 - ASL Flex usage

If you cancel your trip at your own initiative, Koala will refund you **80% of your trip price** (see article 2 of these terms and conditions) within 3 working days following the completion of the ASL Flex service as described below.

The total refund amount for the ASL Flex service cannot exceed €2,000 per booking.

You will not be asked to provide any reason for cancellation or proof for using the ASL Flex service.

The bank transfer will be made in Euros (€). If your bank account is in a currency other than the euro, the exchange rate of your bank will be applied.

Koala may decide to request additional documentation if necessary, or in case of suspected fraud or scam.







#### How to get refunded?

- Contact ASL Airlines customer service at least 48 hours before the departure of the first flight of your booking by email at <a href="mailto:supportclients@aslairlines.com">supportclients@aslairlines.com</a> your booking;
- Once the cancellation is confirmed, Koala will be informed of your cancellation by ASL within 2 working days, and Koala will then contact you immediately by email with the steps to obtain your refund;
- 3 Koala will transfer the refund to your bank account within 3 working days.

#### Article 6 - Start and duration of ASL Flex

The ASL Flex service takes effect upon confirmation of purchase of the ASL Flex service, subject to payment of the full price of your reservation or the first deposit required by ASL Airlines.

If the full payment or the first deposit payment is refused or rejected by the bank for any reason whatsoever, the ASL Flex service will not take effect.

The ASL Flex service ends 2 days (48 hours) before the the departure of the 1st flight of your booking.

# Article 7 - Exception to the right of withdrawal

You acknowledge that you have been informed in advance, by the present General Conditions of Sale, that the right of withdrawal cannot be applied to ASL Flex, by virtue of Article L.221-28.1° of the Consumer Code.

Indeed, ASL Flex begins immediately after its purchase and can be fully executed immediately and before the end of the withdrawal period, thus not allowing you to benefit from it.

Consequently, you waive your right of withdrawal.

# Article 8 - Geographical scope of ASL Flex service

The ASL Flex service is available for all ASL Airlines trips and for all its customers.

# Article 9 - Complaint procedures

In case of any difficulty in using the ASL Flex service, you can send your complaint to:





- By email at: <a href="mailto:claim+asl@hikoala.co">claim+asl@hikoala.co</a>
- ✓ By post by writing to: GOLAO SAS 51 rue Lepic 75018 Paris

In accordance with the provisions of the Consumer Code concerning the amicable settlement of disputes, we adhere to the service of the CMAP mediator whose contact details are as follows: 39 Avenue Franklin Delano Roosevelt, 75008 Paris - <a href="https://www.cmap.fr">https://www.cmap.fr</a>

In the event of a complaint that has not been resolved amicably by our Customer Service, the Mediator's Service may be contacted for any consumer dispute that has not been resolved.

## **Article 10 - Important Information**

#### The ASL Flex Service is not a travel insurance

The purpose of a cancellation insurance contract is to take charge of the reimbursement of your remaining expenses in case of cancellation of your stay on your initiative only for causes defined in advance.

The ASL Flex service aims to offer you the possibility of cancelling your trip on your own initiative regardless of the reason.

#### Article 11 - Personal data

Koala and ASL Airlines collect and process your personal data for the execution of your Service ASL Flex and statistical studies.

You are expressly informed of the existence and declare that you agree to the processing of your personal data within the framework of these terms and conditions.

The processing of your personal data is necessary to provide you with the Service ASL Flex and to manage your claim. This information is intended exclusively for ASL Airlines and Koala (and their agents) for the purposes of managing the Service ASL Flex and, where applicable, for the supervisory Authorities.

Your data is kept until five (5) years after the end of the contract ASL Flex. You have the right to access, oppose, rectify and delete any of your personal information by sending an email to: <a href="mailto:dpo@hikoala.co">dpo@hikoala.co</a>

Any false or irregular statement may be the subject of specific processing intended to prevent or identify fraud.

You have the right to address a complaint relating to the processing of your personal data:

- On the CNIL website by filling in an online complaint form;
- By post by writing to CNIL 3 Place de Fontenoy TSA 80715 75334 PARIS CEDEX 07

# Article 12 - Applicable court

The language used throughout the terms of this agreement is French. In the event of inconsistency or discrepancy between the French version and any of the other linguistic versions of this publication, the French language version shall prevail.

The contract is governed exclusively by French law. Any dispute arising from the conclusion, accomplishment or interpretation of this contract shall fall within the exclusive jurisdiction of the French courts.







# How to contact us?

Please feel free to contact us at <a href="mailto:contact@hikoala.co">contact@hikoala.co</a> if you have any questions. We will be happy to answer you!