GENERAL TERMS AND CONDITIONS OF SALE

AirIdea S.r.l., AirIdea Travel Solutions

PREAMBLE AND SCOPE OF APPLICATION

The purchase of air travel documents made on the website [www.airidea.it], at the AirIdea Travel Solutions ticket office, through the Contact Center or through the websites and booking interfaces hosting its booking engine is governed by these General Terms and Conditions of Sale, which are addressed mainly to purchasers acting as consumers.
Mere browsing of the website, irrespective of whether an order is placed, remains governed by the "Legal Notes" section and, as regards the processing of personal data, by the privacy notice published on the website.

These Terms and Conditions do not govern the air transport service or the contract of carriage between the carrier actually operating the flight and the passenger. That relationship is governed exclusively by the operating carrier's General Conditions of Carriage for Passengers and Baggage and by the international and European legislation applicable to air transport, as set out in art. 4.

AirIdea reserves the right to amend these Terms and Conditions from time to time by republishing them on its channels, without prejudice to the application of the previous Terms and Conditions to orders already concluded. The purchaser is required to consult the updated Terms and Conditions before placing each new order.

Single point of contact for bookings, changes, information and complaints: booking@airidea.it

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1. DEFINITIONS

For the purposes of these Terms and Conditions, the following definitions apply:

- **AirIdea, intermediary, seller or Authorised Agent:** the company AirIdea S.r.l., tax code and VAT no. IT10010420965, REA GE-489993, with registered office in Genova (GE), Via Roma 11/4, 16121, certified e-mail (PEC) airidea@pec.it, represented by its legal representative pro tempore, which carries on the business of travel agency and tour operator under the trade name AirIdea Travel Solutions (registered name Infotrav no. **), pursuant to SCIA no.** of //____, ATECO 79.11.00, and holds the mandatory insurance cover referred to in art. 47 of Legislative Decree 79/2011 [liability policy no. __, insurer __]. AirIdea is also an information society service provider within the meaning of Directive 2000/31/EC and Legislative Decree 70/2003, and a trader within the meaning of Legislative Decree 206/2005.
- **Operating carrier:** the air carrier holding a valid Air Operator Certificate (AOC) and an operating licence pursuant to Regulation (EC) No 1008/2008, which actually operates the flight. The reference operating carrier of the AirIdea network is AIS Airlines B.V., with registered office at Flamingoweg 20, 8218 NW Lelystad Airport, the Netherlands, IATA carrier designator code "IS". Other operating carriers may be used pursuant to art. 6.
- **Conditions of carriage:** the General Conditions of Carriage for Passengers and Baggage published by the operating carrier, which govern the contract of carriage and apply to all flights whose travel document bears that carrier's designator code.
- **Travel document or ticket:** the electronic document evidencing the existence, conclusion and content of the contract of carriage, containing the booking reference (PNR), the ticket number, the operating carrier's designator code, the route, the date and time, the passengers' details and the notices to passengers, and incorporating the Conditions of carriage.
- **Coupon:** the individual section of the travel document relating to a specific flight segment, issued in the name of the named passenger.
- **User:** the natural person who visits the platform without necessarily placing an order.
- **Purchaser or customer:** the user who, for themselves or on behalf of third-party passengers, places one or more orders and pays the price thereof, as a rule for purposes outside their business, commercial, craft or professional activity, in accordance with the definition of consumer set out in Legislative Decree 206/2005. These Terms and Conditions also apply to purchasers not acting as consumers, unless expressly provided otherwise in individual clauses.
- **Passenger:** the natural person named in the travel document as the recipient of the transport service.
- **Force majeure:** extraordinary circumstances which could not have been avoided despite the exercise of all reasonable care and diligence.
- **Parties:** collectively, AirIdea S.r.l. and the individual purchaser.
- **This contract:** the full text of these Terms and Conditions and all the sections and rules referred to therein, which form an integral part hereof.

2. PARTIES TO THE CONTRACTUAL RELATIONSHIP

2.1 By placing and submitting an order, the purchaser enters into a contract with AirIdea S.r.l., as owner and operator of the booking platform and as the travel agency acting as intermediary in the sale of air travel documents.
2.2 At the same time, and through AirIdea, the purchaser and the passengers named in the booking conclude a contract of air carriage with the operating carrier indicated when the order is placed and shown on the travel document. The travel document evidences the existence, conclusion and content of that contract and incorporates the Conditions of carriage.
2.3 AirIdea S.r.l. is not an air carrier, does not hold an Air Operator Certificate (AOC) or an operating licence pursuant to Regulation (EC) No 1008/2008 and does not directly operate any flight. AirIdea acts exclusively as authorised sales agent of the operating carrier within the meaning of arts. 39-40 of the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal, 28 May 1999, ratified by Law no. 12 of 10 January 2004) and does not take on the status of contracting carrier. The contract of air carriage is concluded directly between the passenger and the operating carrier indicated on the travel document; AirIdea is not a party to that contract and assumes no obligations under it. The use of the AirIdea trademark, trade name and graphic identity on travel documents and sales channels meets commercial distribution requirements and neither confers on AirIdea the status of contracting carrier nor alters the allocation of liability under this contract and the Montreal Convention.
2.4 AirIdea operates as authorised sales agent of the operating carrier, appointed by the carrier under a specific agency agreement compliant with IATA standards to represent it in the sale of air transport documents. In that capacity AirIdea is entitled to issue travel documents, collect the price and handle changes and refunds on behalf of the carrier. AirIdea's determination of prices takes place in the performance of the mandate conferred by the operating carrier and is not an indication of contractual autonomy with respect to the performance of the carriage. AirIdea benefits from the exclusions and limitations of liability provided for in the Conditions of carriage in favour of the carrier's authorised agents, and from those provided for in arts. 39-40 of the Montreal Convention for parties that do not have the status of contracting carrier.
2.5 Should a judicial or arbitral authority, notwithstanding the provisions of the preceding articles, requalify AirIdea as a contracting carrier within the meaning of arts. 39-40 of the Montreal Convention or of other applicable legislation, AirIdea's liability shall in any event remain limited to the maximum amounts laid down by the Montreal Convention and by Regulation (EC) No 2027/97 for the individual categories of damage, and shall not extend beyond the limits set out therein.

3. SUBJECT MATTER OF THE CONTRACT AND ROLE OF AIRIDEA

3.1 The subject matter of this contract is the provision by AirIdea of a service for the promotion, booking, issuance and sale of travel documents for flights operated by third-party air carriers, together with the ancillary pre- and post-sale assistance services and the handling of changes falling within its remit.
3.2 AirIdea acts as agent of the operating carrier. AirIdea does not take part in the actual performance of the carriage and assumes no obligation of result with regard to the operation of the flight.

3.3 The following fall exclusively within the responsibility of the operating carrier, which is directly liable for them towards the passenger:

- a) the actual performance of the carriage and every operational, technical and safety decision, including flight scheduling, check-in, boarding, seat allocation and disembarkation;
- b) the conditions of acceptance, allowance and liability relating to baggage, the carriage of animals and special baggage;
- c) the conditions of carriage of passengers with disabilities or reduced mobility, pregnant women, passengers with particular health conditions and minors;
- d) the obligations of information, assistance, re-routing, refund and financial compensation provided for by Regulation (EC) No 261/2004 in the event of denied boarding, cancellation or long delay;
- e) liability for death, injury or delay of the passenger and for destruction, loss, damage or delay of baggage, pursuant to the 1999 Montreal Convention and Regulation (EC) No 2027/97, as amended by Regulation (EC) No 889/2002;
- f) the assistance obligations under Regulation (EC) No 1107/2006, to the extent they fall within the carrier's remit;
- g) the maintenance of the minimum mandatory insurance cover under Regulation (EC) No 785/2004;
- h) the exercise of the right to refuse carriage in the cases provided for in the Conditions of carriage.

3.4 AirIdea is liable, within the limits of the law, for the proper performance of its own intermediation obligations: correspondence of the booking with the purchaser's request, correct issuance and transmission of the travel document, completeness and accuracy of the pre-contractual information, handling of payment collection and customer assistance.
3.5 Where AirIdea sells, together with the flight, further tourism services such as to constitute a package travel or a linked travel arrangement within the meaning of Legislative Decree 79/2011 and Directive (EU) 2015/2302, the specific general terms and conditions of sale of package travel shall apply and shall prevail over these Terms and Conditions to the extent of any inconsistency.
3.6 Where AirIdea acts as intermediary for services other than air transport provided by third parties (for example: accommodation, vehicle hire, transfers), it acts in the name and on behalf of the third-party supplier; the latter's contractual terms apply and AirIdea assumes no liability for the performance of such services.

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4. CONDITIONS OF CARRIAGE OF THE OPERATING CARRIER

4.1 The contract of air carriage is governed by the operating carrier's Conditions of carriage, which the passenger is required to read before placing the order.
4.2 The Conditions of carriage of the operating carrier AIS Airlines B.V. can be consulted and downloaded at the following address: [https://aisairlines.com/general-conditions/]. The same link is shown on the "Carrier conditions" page of the AirIdea website, is referred to in the booking process before the order is confirmed and is sent to the purchaser together with the travel document in the confirmation e-mail.
4.3 The Conditions of carriage govern in particular: the validity and use of the travel document; check-in and boarding deadlines; seat allocation; allowances, limits and conditions for the carriage of cabin and hold baggage; items and goods not accepted for carriage; the carriage

of animals; the conditions for passengers with disabilities or reduced mobility, for pregnant passengers and for passengers with particular health conditions; the carriage of minors; administrative formalities and travel documents; conduct on board; cases of refusal of carriage; the carrier's liability for damage to persons and baggage and the related compensation limits; time limits for complaints and forfeiture.
4.4 The Conditions of carriage apply to all flights whose travel document bears the operating carrier's designator code and may be amended by the carrier without notice: the version in force is the one most recently published on the carrier's website.
4.5 The Conditions of carriage and these Terms and Conditions apply to the extent that they do not conflict with mandatory conventions, laws and regulations, which shall in any event prevail. Should the operating carrier's Conditions of carriage exclude the refund of taxes and airport charges in the event of non-use of the travel document, that provision shall not apply in the relationship between AirIdea and the purchaser, to which art. 11.4 of these Terms and Conditions shall in any event apply.
4.6 The passenger may at any time request free of charge from booking@airidea.it a copy of the Conditions of carriage applicable to their flight and information on baggage allowances, supplements and the conditions for the carriage of animals and special baggage.

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5. INFORMATION ON THE IDENTITY OF THE OPERATING CARRIER

5.1 In implementation of arts. 11 and 12 of Regulation (EC) No 2111/2005, AirIdea informs the purchaser of the identity of the operating carrier at the time of booking and in any event before the contract is concluded. The carrier's designator code is shown on the travel document.
5.2 Should the operating carrier change after the booking, AirIdea shall notify the purchaser as soon as it becomes aware of it, at the contact details provided when the order was placed, together with the link to the new carrier's conditions of carriage.
5.3 AirIdea does not sell seats on flights operated by carriers included in the Community list of air carriers subject to an operating ban within the European Union.

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6. CHARTER FLIGHTS AND OTHER CARRIERS

6.1 AirIdea also sells charter flights and exclusive flights, operated by carriers other than the reference carrier, on the basis of charter or capacity purchase agreements.
6.2 For such flights too, the carriage is performed under the sole responsibility of the AOC-holding operating carrier, in accordance with the allocation set out in art. 3.3.
6.3 Where carriage is performed under a charter agreement, the carrier's conditions of carriage apply to the extent that they are referred to in the charter agreement or on the travel document. AirIdea undertakes to ensure that the applicable conditions of carriage are in any event referred to on the travel document and made available to the passenger before the order is concluded.
6.4 AirIdea reserves the right to replace the operating carrier for supervening operational reasons, notifying the purchaser accordingly, provided that the substitute carrier holds a valid AOC and is not included in the list referred to in art. 5.3.
6.5 For charter flights purchased by professional customers or by travel organisers, the economic, cancellation and liability conditions set out in the relevant charter agreement shall prevail.

7. PURCHASE PROCEDURE AND ORDER PROCESSING

7.1 Once the date, route and fare have been selected, the platform requests the details of each passenger and provides the order summary showing the final price and every further charge, allowing the purchaser to correct any errors before confirmation. The options relating to ancillary services, invoice requests and the choice of payment method are offered at the same time.
7.2 Prices are expressed in euro and include VAT where applicable, as well as taxes, airport charges and statutory surcharges, in accordance with art. 23 of Regulation (EC) No 1008/2008. Any optional price supplements are clearly communicated and accepted by the purchaser on an opt-in basis.
7.3 The purchaser concludes the order by clicking on the relevant confirmation button, after mandatory completion of the following steps, presented in a distinct, separate and non-skippable sequence. The order cannot be completed if any of the steps has not been completed.
STEP A, Acceptance of the General Terms and Conditions of Sale ☐ *I have read and accept the General Terms and Conditions of Sale of AirIdea S.r.l. The full text can be consulted and downloaded here → The button to proceed to Step B is enabled only after this box has been ticked.*
STEP B, Acknowledgement of the operating carrier's Conditions of carriage ☐ *I have read the Conditions of carriage of AIS Airlines B.V. applicable to the selected flight. The full text can be consulted and downloaded here → The button to proceed to Step C is enabled only after this box has been ticked.*
STEP C, Specific approval of clauses pursuant to arts. 1341 and 1342 of the Italian Civil Code *(refer to the full text at the end, "Approval of onerous clauses")*
The [CONFIRM AND PROCEED TO PAYMENT] button is enabled only once all steps A, B and C have been completed.

For each box, the system records the date, time (UTC timestamp) and IP address of the acceptance. The record constitutes evidence of completion and is retained for the applicable limitation periods. On request, AirIdea sends the purchaser a copy of the acceptance log.

7.4 The booking is confirmed only when it is recorded in the operating carrier's IT system. Within minutes of the order being submitted, the system assigns the booking reference (PNR), sends its details by e-mail and receives the travel document in digital format from the operating carrier.
7.5 The travel document is sent to the purchaser in PDF format, attached to an e-mail containing the information needed to present oneself for boarding.
7.6 With the same communication the purchaser receives a copy of this text and the link to the operating carrier's Conditions of carriage in force on the date the order was concluded.
7.7 Use of the platform to purchase travel documents is permitted only to natural persons of legal age with full legal capacity.

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8. BOOKINGS, AVAILABILITY AND PAYMENTS

8.1 Submitting a booking request does not imply automatic allocation of the seat, which is confirmed only by the issuance and sending of the travel document.

8.2 Ticketing time limit. If the purchaser has not paid the amounts due in full by the ticketing time limit indicated when the order is placed, the booking may be cancelled without notice and the seat reallocated, without any further obligation towards the defaulting purchaser.
8.3 Seat availability is updated by the operating carrier's systems; for reasons beyond AirIdea's control there may be latency in the updates. Should one or more seats or services prove to be unavailable after the order has been submitted, AirIdea shall promptly inform the purchaser and propose alternative solutions, unless the purchaser prefers to cancel the order and obtain a full refund of the amount paid.
8.4 Deferred payment methods. Where payment is not made at the time of booking, the processing time required by banks may result in price changes or in the seats available being sold out, since seats are blocked and the ticket is issued only after the funds have actually been credited. Until then the booking request does not constitute a binding confirmation. In such cases AirIdea is not liable for the price change or the loss of the seats; the purchaser is entitled not to accept the adjustment and to obtain a full refund of the amount paid.
8.5 For close-in bookings the system may make available only immediate payment methods. Should it no longer be possible, for technical reasons, to issue the travel document, the purchaser will be contacted to arrange alternative solutions or a full refund of the amount paid.
8.6 For certain bookings that are not fully automated, AirIdea may decide not to proceed with issuance if the conditions for delivering the ticket in good time are not met; in that case AirIdea is only required to refund or reverse in full the payment received.
8.7 Ancillary services confirmed at the time of booking may not be provided where operational, safety or security reasons so require, without this giving rise to any liability on the part of AirIdea beyond the refund of the price of the service not provided.

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9. PRICES, TAXES AND INVOICING

9.1 The price applies only to carriage from the departure airport to the destination airport and is the price in force on the booking date, for the itinerary and dates shown on the travel document. Any change of itinerary or date may affect the applicable price.
9.2 Prices are dynamic and vary according to availability, period and how far in advance the purchase is made, and may change without notice until the travel document is issued. The applicable price is the one shown in the order summary and confirmed upon issuance.
9.3 Taxes, fees and charges. Taxes, fees and charges imposed by public authorities or by the airport operator are payable by the passenger and are shown separately in the order summary, in accordance with art. 23 of Regulation (EC) No 1008/2008. If they are increased by an authority or by the airport operator after the booking date, the passenger is required to pay the difference; if they are reduced or abolished, the passenger is entitled to a refund of the corresponding amount.
9.4 Promotional fares and the cheapest fares generally entail restrictions on changes and refunds. The conditions applicable to each fare are indicated at the time of

booking; it is the purchaser's responsibility to consult them before confirming the order and to consider taking out appropriate insurance cover.
9.5 The updated price list, including charges for excess baggage, special baggage, carriage of animals and ancillary services, is published on the website and forms an integral part of these Terms and Conditions.
9.6 Reduced fares. Where fares reserved for residents or specific categories are available, entitlement to the reduction must be documented at the time of issuance and proven at the airport. In the absence of suitable documentation or of a self-certification made pursuant to arts. 46 and 47 of Presidential Decree 445/2000, the passenger is required to pay the difference from the full fare as a condition for acceptance on the flight, without prejudice to the legal consequences of false declarations under art. 76 of the same decree.
9.7 Invoicing. The travel document does not constitute an invoice. A purchaser wishing to receive an invoice must request it at the time of purchase, providing the details required to issue an electronic invoice. Invoices cannot be issued after the statutory deadlines.

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10. VALIDITY, USE AND CHANGES OF THE TRAVEL DOCUMENT

10.1 Validity. Unless otherwise provided by the fare rule, the travel document is valid for one year from the date of issue, or for one year from the date of use of the first coupon provided that such use occurs within one year of issue.
10.2 Named ticket. Carriage is permitted only for the passenger whose name appears on the travel document. The document is not transferable, except for the name change referred to in art. 10.6. The operating carrier is entitled to check the passenger's identity at any time during the journey.
10.3 Sequential use of coupons. The price applied is valid for a travel document used in full and in the sequential order of the coupons, for the itinerary and on the dates indicated. Failure to use an earlier coupon entails recalculation of the price: the passenger may be required to pay the difference for the journey actually made. If the passenger fails to show up for the outbound flight (no-show), the operating carrier may automatically cancel the coupon for the return flight, in accordance with its Conditions of carriage. The purchaser is informed of this possibility at the time of booking, before the order is confirmed. Before proceeding with the cancellation, AirIdea will try to contact the purchaser at the contact details provided when the order was placed, unless the carrier's operational reasons do not allow it. *[Clause subject to specific approval, see § C.1 at the end.]*
10.4 Loss of the travel document. In the event of loss of or damage to the travel document, AirIdea will reprint it free of charge after identifying the person entitled to it, upon written request to booking@airidea.it.
10.5 Changes. Where the fare conditions so allow, the purchaser may request a change of date and/or time, subject to availability and to payment of the amount indicated at the time of the request, including any fare difference. In the event of a negative fare difference, the residual balance is not refunded.
10.6 Name change. Permitted up to [__] hours before departure, where allowed by the operating carrier, upon communication of the full details of the new passenger and subject to security checks.
10.7 Change requests must be sent in writing to booking@airidea.it, or made through the booking management area accessible from the link shown on the travel

document, which may be used up to [2] hours before the departure time. Change requests made by telephone are not accepted.
10.8 Partial changes to the booking are not permitted. Changes relating to groups must be requested from the ticket office or the sales contact. Accredited agencies with a statement account make changes through the B2B portal, in the booking management section.
10.9 Extension of validity for reasons of health or bereavement. If, after the journey has started, the passenger is unable to continue it for health reasons not known at the time of booking, the validity of the travel document is extended, upon presentation of suitable medical certification, until the date on which the passenger is again fit to travel and in any event for no more than three months from the date stated in the certificate; the same extension may be granted to the travel documents of the family members accompanying them. In the event of the death of the passenger or of a family member during the journey, the travel documents of the persons accompanying them are changed without penalty, with an extension of validity not exceeding 45 days from the date of death, upon presentation of the death certificate.

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11. NON-REFUNDABLE BOOKINGS

11.1 Pursuant to art. 47(1)(g) of Legislative Decree 206/2005, passenger transport contracts are excluded from the fourteen-day right of withdrawal granted for distance contracts. The exclusion under art. 59(1)(n) of the same decree also applies.
11.2 Bookings and travel documents issued are non-refundable. Failure to use the travel document on the scheduled date, for any reason whatsoever, does not give rise to any refund, not even a partial one. Any different and more favourable provision of the fare rule purchased, as indicated at the time of booking, remains unaffected. *[Clause subject to specific approval, see § C.2 at the end.]*
11.3 To check the conditions applicable to their booking, to request a change or to report a particular situation, the purchaser may write to booking@airidea.it. AirIdea assesses each request and, where possible, proposes alternative solutions such as a change of travel date or the issuance of a voucher.
11.4 Refund of taxes and airport charges. If the travel document is not used, the taxes, airport charges and fees imposed by public authorities or by the airport operator which are not collected because the passenger did not board shall be refunded upon request by the person entitled, to be sent to booking@airidea.it together with the booking reference (PNR) and the passenger's details. The refund is due irrespective of whether the fare component of the ticket is refundable and applies to all fares, including non-refundable ones. AirIdea processes the request within [30] days of receipt and makes the refund using the same payment method used for the purchase, unless otherwise agreed.
11.5 Force majeure. Where the passenger has been unable to use the travel document, in whole or in part, for reasons of force majeure, and has notified this with suitable evidence before the date of the flight, AirIdea may grant a voucher valid for one year on network flights.
11.6 This article is without prejudice to the passenger's refund rights under art. 12 in the event of flight cancellation, significant schedule change or denied boarding, and to the other mandatory rights granted by European and national legislation.

11.7 For travel documents purchased through a travel agency, tour operator or OTA, all requests must be submitted to the issuing party.
11.8 At the time of ordering, before confirmation, the platform makes available a specific insurance policy covering cancellation penalties, which is optional and is recommended for anyone who is not certain of being able to travel on the chosen date.

12. CANCELLATIONS, DELAYS AND DENIED BOARDING

12.1 The timetables published in schedules and information channels are purely indicative and non-contractual, and are subject to change after publication. By contrast, the times shown on the travel document form an integral part of the contract of carriage, without prejudice to changes due to causes not attributable to the operating carrier.
12.2 In the event of denied boarding, flight cancellation or long delay, the passenger is entitled to the rights of information, assistance, re-routing, refund and financial compensation provided for by Regulation (EC) No 261/2004.
12.3 These rights may be exercised against the operating carrier, which is the party bound under art. 2(b) and art. 3(5) of the Regulation. AirIdea is not the operating carrier and is not required to pay financial compensation or to provide the assistance referred to in arts. 8 and 9.
12.4 AirIdea undertakes to:

- a) promptly inform the purchaser of the cancellation, schedule change or delay as soon as it is notified by the operating carrier;
- b) make available the information on passenger rights required by art. 14 of the Regulation;
- c) assist the passenger free of charge in preparing, submitting and following up the claim to the operating carrier;
- d) where payment was collected by AirIdea, refund the price of the travel document in the cases in which a refund is due under art. 8 of the Regulation, or propose re-routing on an alternative flight of the network.

12.5 In the event of a significant schedule change that is not acceptable to the passenger, the passenger is entitled to a refund of the travel document in accordance with the Conditions of carriage, without application of art. 11.2.
12.6 The operating carrier is not required to pay financial compensation where the cancellation or delay is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken, pursuant to art. 5(3) of the Regulation.
12.7 In the event of cancellation or non-performance of the order for reasons attributable to AirIdea, the amount paid by the purchaser shall be refunded in full.
12.8 Neither AirIdea nor the operating carrier is liable for indirect and consequential damage arising from delay or cancellation, such as missed connections not included in the same travel document, hotel bookings or events, save as mandatorily provided by the Montreal Convention and Regulation (EC) No 261/2004.

13. PURCHASER'S OBLIGATIONS AND RESPONSIBILITIES

13.1 When completing the order, the purchaser is responsible for checking the details entered, with particular regard to the first name and surname of each passenger, which must correspond exactly to those shown on the identity document used for travel, the date of birth and the selected route, since such details are faithfully reproduced on the travel document even if inconsistent. A travel document bearing incorrect details may prevent boarding.
13.2 At least one mobile telephone number and one e-mail address that are monitored must be provided, at which the purchaser can be reached for clarifications, for reporting inconsistencies before issuance and for communications relating to schedule changes made by the operating carrier. Failure to update contact details is not attributable to AirIdea.
13.3 Upon receipt of the travel document, the purchaser must check its content and immediately report any inconsistency to booking@airidea.it, since late reporting may make correction impossible. Additional costs arising from the correction of details entered incorrectly through the purchaser's sole fault shall be borne by the purchaser; for this purpose the order confirmation e-mail shall be authoritative.
13.4 If the travel document or another communication is not received within a reasonable time, the purchaser undertakes to notify AirIdea, having first checked that their mailbox or spam filters have not blocked messages from AirIdea or the operating carrier.
13.5 The purchaser and the passengers must present themselves for check-in and boarding within the time limits indicated in the Conditions of carriage and in the e-mail accompanying the travel document, carrying their identity documents and any further documentation required for the destination. Failure to comply with those time limits or the absence of the necessary documentation results in the loss of the right to board and of any right to a refund.
13.6 It is the passenger's sole responsibility to check the documentary and health requirements for entry, transit and exit laid down by the countries on the itinerary, obtaining up-to-date information from the competent police headquarters (Questura) and from the diplomatic missions of the country of destination.
13.7 The purchaser warrants that each order is placed for themselves or, under delegation, on behalf of third-party passengers, and assumes full responsibility for the authenticity, truthfulness and accuracy of the data provided to AirIdea and the operating carrier.
13.8 The purchaser undertakes to keep and present the travel document received, to take the necessary measures to prevent it from being lost or stolen and to keep a copy of this contract on a durable medium.
13.9 The purchaser is required to comply with the terms and notices of the "Legal Notes" section of the website, including those relating to industrial and intellectual property rights.
13.10 The duration of and obligations arising from this contract for the purchaser and AirIdea are limited to the sale and purchase of travel documents, booking management and after-sales assistance. The obligations connected with the contract of carriage remain between the passenger and the operating carrier for the entire duration of the service and of the related and subsequent phases.
13.11 Purchasers acting as consumers are reminded that the rights and information obligations granted for their protection are governed by arts. 45 et seq. of Legislative Decree 206/2005.

14. ROLE AND LIMITS OF LIABILITY OF AIRIDEA

14.1 In relation to its role as intermediary and information society service provider, AirIdea undertakes to provide a platform that facilitates the matching of the purchaser's demand with the operating carrier's offer of air transport. AirIdea does not take part in the performance of the carriage and does not guarantee the fulfilment of the operating carrier's obligations.
14.2 In relation to the contract of carriage and to the phases of flight scheduling, check-in, boarding, flight and disembarkation, since the operating carrier is the only party authorised to organise and manage such phases, it is and remains solely liable for any harm caused to the passenger, including harm arising from sudden unavailability of the flight or from failure or delay in performing the carriage.
14.3 AirIdea is not liable for failures caused by unforeseeable events or force majeure, including: adverse weather conditions, air traffic restrictions and measures taken by aviation or public security authorities, airport closures, strikes including those of third-party personnel, acts of terrorism or sabotage, conflicts, wars, epidemics and health measures, unforeseeable technical failures not attributable to defective maintenance, unavailability of the aircraft for reasons not attributable to it.
14.4 AirIdea is not liable for errors, data loss, malfunctions, technical problems, unauthorised access and, more generally, service disruptions occurring in the provision of the intermediation services that are attributable to the hosting provider, to third-party suppliers of tools and interfaces enabling the service to be provided, to the activities of malicious third parties or to the purchaser's negligence.
14.5 To the extent permitted by law and without prejudice to art. 14.6, AirIdea's liability for failure to perform its intermediation obligations under art. 3.4 is limited to the amount paid by the purchaser for the travel document covered by the individual order. This limitation is justified by AirIdea's role as intermediary, by the fact that damage connected with the performance of the carriage is covered by the operating carrier's liability and by the related conventional and regulatory maximum amounts, and by the proportionality between the intermediation fee and the risk assumed. This limitation does not apply to the mandatory rights granted to consumers by Legislative Decree 206/2005. *[Clause subject to specific approval, see § C.3 at the end.]*
14.6 No provision of this contract may be construed as excluding or limiting AirIdea's liability for wilful misconduct or gross negligence, or the mandatory rights granted to the consumer purchaser by Legislative Decree 206/2005 and by the applicable European and international legislation.

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15. PROCESSING OF PERSONAL DATA

15.1 The personal data of purchasers and passengers are processed by AirIdea S.r.l., as Data Controller, in compliance with Regulation (EU) 2016/679 (GDPR) and Legislative Decree 196/2003 as amended by Legislative Decree 101/2018, for the purposes of booking, issuing the travel document, providing the services requested (including those relating to reduced mobility), contacting the passenger regarding flight information, preventing non-payment and fraud, flight security and compliance with legal obligations.
15.2 The data are disclosed to the operating carrier, its authorised agents, airport operators, ground handling operators, other carriers and the competent authorities for purposes connected

with the performance of the carriage and with the obligations concerning API/PNR data (Directive 2004/82/EC and Regulation (EU) 2016/681) and civil aviation security.
15.3 The data are not used for marketing purposes without the prior consent of the data subject. The full privacy notice is available at [www.airidea.it/privacy]. The rights under arts. 15-22 GDPR may be exercised by writing to booking@airidea.it.

16. COMMUNICATIONS AND COMPLAINTS

16.1 Every communication, request for information or complaint must be sent in writing to booking@airidea.it or, alternatively, by certified e-mail (PEC) to airidea@pec.it or by registered letter to AirIdea S.r.l., Via Roma 11/4, 16121 Genova.
16.2 Complaints relating to the performance of this contract, the use of the platform or the booking must be received no later than two months from the date on which the service was or should have been provided. The complaint must state the booking reference (PNR), the details of the purchaser and of the passengers involved, a detailed description of the issue, a telephone number and a copy of the travel document. AirIdea replies within [30] days of receipt. The two-month period referred to in this article concerns solely the submission of the out-of-court complaint to AirIdea and does not constitute a time bar on bringing legal proceedings, nor does it alter the limitation periods applicable by law. Failure to comply with the complaint deadline may be taken into account in assessing the purchaser's cooperation in handling the dispute, but does not preclude access to judicial protection or to ADR procedures. *[Clause subject to specific approval, see § C.4 at the end.]*
16.3 Complaints relating to events, circumstances or damage to persons, animals or property occurring at the airport, during boarding, on board or during the flight must be sent primarily to the operating carrier and, for information, to AirIdea, within the time limits laid down by the Conditions of carriage and the applicable legislation. AirIdea forwards and follows up the complaint free of charge, providing the person concerned with the operating carrier's contact details.
16.4 In the absence of a reply, or of a satisfactory reply, from the operating carrier, the passenger may contact the national authority responsible for passenger rights in the Member State of departure. AirIdea provides the relevant details on request.
16.5 Compensation claims are individual. Complaints and claims may be submitted in the name and on behalf of other passengers included in the same booking only with an express written delegation.

17. OUT-OF-COURT DISPUTE RESOLUTION

17.1 Before bringing legal proceedings, the consumer purchaser may make use of the alternative dispute resolution (ADR) procedures under arts. 141 et seq. of Legislative Decree 206/2005, by applying to the bodies entered in the register kept by the Ministry of Enterprises and Made in Italy or by the Ministry of Justice, or to other optional mediation, negotiation or conciliation procedures recognised by national and European legislation.
17.2 Recourse to such procedures is optional for both parties and is without prejudice to the right to bring legal proceedings.

18. PLACE OF CONCLUSION, GOVERNING LAW AND JURISDICTION

18.1 The place of conclusion of this contract is the place where the registered office of AirIdea S.r.l. is located.
18.2 This contract is governed by Italian law, without prejudice to the rules of uniform international law and of European Union law applicable to air transport.
18.3 In view of the named nature of travel documents, this contract may not be assigned, except for the name changes referred to in art. 10.6 and provided that the operating carrier authorises them.
18.4 Where the purchaser acts as a consumer, the court of the place of the purchaser's residence or elected domicile, if located within the territory of the State, shall have exclusive jurisdiction over any dispute. The same applies to consumers resident in other European States, unless Regulation (EU) No 1215/2012 excludes it for the type of contract.
18.5 Where the purchaser does not act as a consumer, the Court of Genova shall have jurisdiction, also with regard to purchasers resident abroad, to whom Italian jurisdiction applies.
18.6 For any dispute concerning the contract of carriage, reference is made to the operating carrier's Conditions of carriage and to the alternative jurisdiction provided for by art. 33 of the Montreal Convention.
18.7 Should any clauses of this contract conflict with the operating carrier's Conditions of carriage, those more favourable to the purchaser shall prevail, but only with regard to AirIdea's duties and powers as intermediary, since AirIdea cannot replace or interfere with the separate relationship between passenger and carrier, unless mandatory rules provide for joint and several liability of the intermediary.
18.8 Should any clauses of this contract conflict with mandatory, non-derogable or non-waivable national or international provisions for the purchaser and the passengers, the latter shall prevail.
18.9 The invalidity of any individual clause shall not entail the invalidity of the remaining provisions. Tolerance of non-compliant conduct shall not constitute a waiver of the rights arising therefrom. These Terms and Conditions are drawn up in the Italian language; in the event of any discrepancy with any translations, the Italian text shall prevail.