

General Terms and Conditions

MUBI xperience Flex

What is MUBI xperience Flex in a nutshell?

Cancellation of your booking for any reason up to 30 days (720 hours) before the start of your booking.

80% of your cancellation fees refunded (excluding MUBI xperience Flex price)

- ✓ No reason or proof to provide
- ✓ Cancellation in just a few clicks
- ✓ Transfer made within 3 days

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

- ✗ | The cancellation of your booking is made by **MUBI xperience**
- ✗ | The cancellation of your booking is made **less than 30 days (720 hours)** before the start of your booking.



How to use the MUBI xperience Flex service?

Send an email to MUBI xperience at contact@mubixp.com.

We have summarized for you our MUBI xperience 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 booking.

Cancellation fees

Amount of your booking including all taxes that you have paid on the MUBI xperience website. This amount does not include insurance cost or the MUBI xperience Flex service cost.

MUBI xperience

MUBI xperience, represented by ETS MANAGEMENT & CONSULTING, located at 14 Rue du Mont-Blanc, 1201 Geneva, Switzerland, is the agency through which you booked a trip.

Koala

The trading name of the company GOLAO - Simplified joint-stock company with a share capital of €198,169, 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 - France, which provides the "MUBI xperience Flex" service.

MUBI xperience Flex

This service allows travellers to cancel their booking up to before the start of their booking, without having to justify any reason or provide any proof.



For instance, if your booking starts on the 30 May at 19:45, you will be able to cancel your booking until 30 April at 19:45. Any cancellation made after 30 April at 19:45 will not be able to benefit from MUBI xperience Flex.

Article 2 - What does MUBI xperience Flex allow?

If you decide to cancel your booking at your own initiative **at least 30 days (720 hours)** before the start of your booking, you will be refunded **80% of your cancellation fees**.



By using MUBI xperience Flex, the booking, for all the people included, will be canceled.

Article 3 - What does MUBI xperience Flex not allow?

The MUBI xperience Flex service cannot be used:

- ✗ | In case of cancellation at your initiative occurring less than 30 days (720 hours) before the start of your booking.
- ✗ | In case of cancellation of your booking due to MUBI xperience ;

Article 4 - MUBI xperience Flex cost

While booking on MUBI xperience website, you can subscribe to the MUBI xperience Flex service for an additional fee which will be presented to you at the time of purchase.

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

Article 5 - MUBI xperience Flex usage

If you cancel your booking on your own initiative, Koala will refund you **80% of the ticket price** (see article 2 of these terms and conditions) within 3 working days following the completion of the MUBI xperience Flex service as described below. This period may vary depending on your bank.

The total refund amount for the MUBI xperience Flex service cannot exceed CHF 10,000 per booking.

You will not be asked to provide any reason or proof of cancellation to use the MUBI xperience Flex service.

The bank transfer will be made in the currency used at the time of booking.

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



How to get refunded?

Send an email to MUBI xperience at contact@mubixp.com.

Article 6 - Start and duration of MUBI xperience Flex

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

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

The MUBI xperience Flex service ends 30 days (720 hours) before the start 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 MUBI xperience Flex, by virtue of Article L.221-28.1° of the Consumer Code.

Indeed, MUBI xperience 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 MUBI xperience Flex service

The MUBI xperience Flex service is available for all **MUBI xperience bookings and all their customers**.

Article 9 - Complaint procedures

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

- ✓ By email at: claim@hikoala.co
- ✓ By post by writing to: GOLAO SAS - 51 rue Lepic - 75018 Paris - France

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 - France <https://www.cmap.fr>

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 MUBI xperience 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 booking on your initiative only for causes defined in advance.

The MUBI xperience Flex service aims to offer you the possibility of cancelling your booking on your own initiative regardless of the reason.

Article 11 - Personal data

Koala and MUBI xperience collect and process your personal data for the execution of your Service MUBI xperience 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 MUBI xperience Flex and to manage your claim. This information is intended exclusively for MUBI xperience and Koala (and their agents) for the purposes of managing the Service MUBI xperience Flex and, where applicable, for the supervisory Authorities.

Your data is kept until five (5) years after the end of the contract MUBI xperience Flex. You have the right to access, oppose, rectify and delete any of your personal information by sending an email to: dpo@hikoala.co

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 - France

Article 12 - Applicable court

The language used throughout the terms of this agreement is English. In the event of inconsistency or discrepancy between the English 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 contact@mubixp.com if you have any questions. We will be happy to answer you!