

TERMS AND CONDITIONS FOR ACCESSING AND USING THE WIIIZ CHARGING SERVICE

VALID AS OF 17/12/2018

PREAMBLE

These Terms and Conditions for Access and Use apply to the charging service for rechargeable electric or hybrid vehicles available at charging terminals installed on public roads by the Communauté d'Agglomération Cannes Pays de Lérins, the Communauté d'Agglomération Pays de Grasse, the Communauté d'Agglomération Sophia Antipolis and the Communauté de Communes des Alpes d'Azur, the management of which has been entrusted to IZIVIA - a "Société Anonyme" with share capital of 3,197,578 Euros, RCS Nanterre number 419 070 180 - 8 avenue de l'Arche à Courbevoie (92419).

These Terms and Conditions for Access and Use are in addition to a Registration Form; together, these documents form the Contract as defined below and constitute an indivisible whole.

ARTICLE 1: DEFINITIONS

The terms starting with a capital letter in this document have the meaning given below.

"Subscriber": refers to any natural or legal person (private or public) who subscribes to the Charging Service.

"Accessories": refers to any approved equipment with which a Vehicle can be connected to a Charging Terminal. An approved cable provided by the Subscriber or the User is regarded as an Accessory.

"App": refers to the mobile app available within the context of the Charging Service called WiiiZ, which works on IOS and Android devices, principally allowing a Subscriber or an Anonymous User to locate – and where applicable reserve – a Charging Terminal, create and access an Online Account to view or edit their personal details, view the history of the Charges carried out and corresponding bills, as well as buy a Charge on a Pay-as-you-go basis. It also allows an Anonymous User to access and use the Charging Terminals.

"WiiiZ Pass(es)": refers to the RFID Pass(es) issued to each Subscriber when they take out a contract or during the course of the Contract, with which they can access the Charging Service.

"Third Party Pass(es)": refers to (a) pass(es) offered by mobility operators other than the Operator, authorised by WiiiZ, allowing a Third Party User to access and use Charging Terminals within the context of Inbound Roaming Charging.

"Charging Terminal(s)": refers to the Vehicle charging terminals operated by the Operator and available within the context of the Charging Service covered by these Terms and Conditions of Access and Use. A Charging Terminal is fitted with one or more Charging Points.

"Third Party Charging Terminal(s)": refers to (a) Vehicle charging terminal(s) operated by charging operators other than the Operator, which a Subscriber can use thanks to a WiiiZ Pass, within the context of Outbound Roaming Charging, as long as they have signed up to an offer to this effect with the Operator.

"Communautés d'Agglomération": refers to the Communauté d'Agglomération Cannes Pays de Lérins, the Communauté d'Agglomération Pays de Grasse, the Communauté d'Agglomération Sophia Antipolis and the Communauté de Communes des Alpes d'Azur.

"Terms and Conditions for Access and Use" or "T&CAU": refers to this document, which is accepted by the Subscriber when they subscribe to the Charging Service, or by the Anonymous User when they use the App.

"Contract": refers to the charging service contract entered into by the Subscriber or the Anonymous User with the Operator.

"Operator": refers to the company IZIVIA as mentioned in the preamble.

"Application form": refers to the application form as filled in and accepted by the Subscriber or the Anonymous User via the Website or the App. The Application Form is an integral part of the Contract. The Application Form is emailed to the Subscriber or Anonymous User after they have subscribed to the Contract.

"Inbound Roaming Charging": refers to the ability of a Third Party User to use the Charging Terminals using a Third Party Pass without the need to take out a Contract with the Operator.

“Outbound Roaming Charging”: refers to the ability of a Subscriber to access and use Third Party Charging Terminals using the WiiiZ Pass, as long as they have signed up to an offer to this effect with the Operator, and without the need to take out a contract with the operators of the Third Party Charging Terminals.

“Personal Client”: refers to any Subscriber or User who is a natural person and uses the Charging Terminals for purposes not related to their commercial, industrial, artisan or freelance business.

“Charging Point”: an interface integrated into a Charging Terminal and associated with a parking space where one Vehicle can be Charged at a time.

“Payment service provider”: refers to the companies called “Rentabiliweb” and “Slimpay” who supply payment services.

“Charging”: refers to the different ways of charging that might be offered within the context of the Charging Service, namely:

- Normal Charge: refers to a charging power less than or equal to 3kW.
- Fast charge: refers to a charging power between 3 and 22kW.

“Charging Services”: refers to the charging service covered by the Contract, as mentioned in the preamble and article 2.

“Website”: refers to the website for the Charging Service, available at the following address: www.WiiiZ.fr

“Charging Station”: refers to a charging station for the Charging Service, which is made up of two parking spaces equipped with a Charging Terminal offering Fast or Normal charging. The list of Charging Stations provided within the context of the Charging Service is available on the Website and the App.

“User”: refers both to an Anonymous User and / or a Third Party User using the Charging Service.

“Anonymous User”: refers to any natural or legal person (private or public) who uses the Charging Service via the App.

“Third Party User”: refers to any natural or legal person (private or public) using the Charging Terminals within the context of Inbound Roaming Charging.

“Vehicle”: refers to the Subscriber or User’s private rechargeable electric or hybrid vehicle for which the Charging Service is used. Without other details, the word “Vehicle” refers to the Vehicle itself and its Accessories. The Vehicle may be a passenger vehicle (“touring car”), a light commercial vehicle or an electric two-wheeler, including bicycles.

ARTICLE 2: SUBJECT OF THE T&CAU – DESCRIPTION OF THE CHARGING SERVICE

2.1. The T&CAU define the procedures for subscribing to and executing the Charging Service, between the Operator and the Subscriber or Anonymous User. The use of the Charging Service and Charging Terminals is subject to the Subscriber or Anonymous User’s acceptance of and compliance with the rights and obligations stipulated in these T&CAU.

2.2. The Charging Service includes the following services:

• Access to Charging for a Vehicle

Within the context of the Charging Service, the Subscriber or the User can Charge their Vehicle in a parking space equipped with a Charging Terminal. The Subscriber accesses and uses the Charging Service with the help of a WiiiZ Pass. Within the context of the Charging Service, the Subscriber may ask to be issued with multiple unlimited WiiiZ Passes per Contract, when they register or during the performance of the Contract.

Anonymous Users access and use the Charging Service with the help of the App or the website.

• **Access to your Online Account**, available via the Website or the App, among other things allowing the Subscriber to activate a WiiiZ Pass, view their bills or see their usage history (location, duration, cost of each Charge).

2.3. The Contract does not allow access to and use of Third Party Charging Terminals using the WiiiZ Pass within the context of Outbound Roaming Charging. The Subscriber may however benefit from outbound roaming charging using their WiiiZ Pass by signing up to an offer with the Operator, details of which are available on the Website.

ARTICLE 3: TERMS AND CONDITIONS FOR SUBSCRIBING

3.1. The Charging Service is available to natural and legal persons subject to acceptance of and compliance with these T&CAU, the provision of the information required and, if applicable, payment of the subscription fees mentioned in article 7.1.

The Subscriber confirms that all the information and documents provided during registration are correct and undertakes to inform the Operator of any changes without delay via the Online Account or by emailing the address given in article 17.2. Failure to report changes or insufficient or incorrect information may result in the automatic termination of the Charging Service.

3.2. The Subscriber can ask to benefit from the Charging Service by signing up to a Contract via the Website or from the App. The Subscriber must fill in the Application Form online, and read and agree to the T&CAU. By subscribing to the Charging Service, the Subscriber confirms that they have read and accept these T&CAU and the Application Form, and that they have received a copy of each of these documents.

3.3. Anonymous Users can access and use the Charging Service using their mobile telephone from the Website or the App, as long as they accept and comply with the T&CAU. Before using the Website or App, Anonymous Users must accept the T&C.

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Anonymous Users must make their request when they are in front of a Charging Terminal, then follow the instructions below and on the Charging Terminal.

Using the App or the Website, an Anonymous User can start a Charge by filling in the online form:

1. Anonymous Users will need to specify the Charging Terminal and Charging type they would like, read and accept the T&CAU, then provide their email address, before confirming their request. Anonymous Users can also use their mobile telephone to scan the QR Code on the Charging Terminal;
2. Anonymous Users will receive an email at the email address they have provided, confirming their request;
3. Anonymous Users will start and finish the Charging session using the App, in accordance with the instructions provided in article 5.3 below.

Anonymous Users must start the Charge within the time indicated. If they do not, they will need to submit another request via the Website or App.

ARTICLE 4: RIGHT TO CANCEL

4.1. Subscribers

If they have applied remotely, Personal Subscribers have a right to cancel the agreement, which they can exercise without penalties and without giving a reason, within fourteen days of the date of the application. If this period ends on a Saturday, Sunday or bank holiday, the deadline is extended until the next business day.

Without this being compulsory, Personal Subscribers can inform the Operator of their wish to exercise their right to cancel by sending in the cancellation form provided when the Contract was taken out to the address provided on the form or by writing to the Operator at one of the addresses given in article 17.2.

When the right to cancel has been exercised, if applicable, the Operator will refund the Personal Subscriber all the money paid for the Contract within fourteen days of the date on which the Operator is informed of the Personal Subscriber's decision to cancel. The refund will be paid using the payment method used by the Personal Subscriber when they applied, unless the latter specifically agrees that another method is used.

Personal Subscribers may specifically ask to benefit from the Charging Service immediately without prejudice to the right to cancel. In this case, if they exercise their right to cancel, the Subscriber will owe the money owed to the Operator for their subscription and for using the Charging Service up until the date on which they exercised that right.

4.2. Anonymous Users

If a Charging code is requested remotely via the Website or the App, Anonymous Users are informed that they cannot exercise their right to CANCEL insofar as they ask that the Charge is complete before the deadline for the right to cancel and the Charge is used immediately, with a limited validity period. Anonymous Users are asked to waive their right to cancel when they order.

ARTICLE 5: TERMS AND CONDITIONS FOR ACCESSING AND USING THE CHARGING SERVICE

5.1. WiiiZ Pass

Subscribers access the Charging Terminals for the Charging Service using a WiiiZ Pass.

Each WiiiZ Pass allows the holder to:

- Access the Charging Terminals available within the context of the Charging Service, as well as charge a Vehicle there, by allowing them to sign in as a Subscriber;
- Start Charging their Vehicle, as well as start the billing process for the associated Charging Service, by positioning the WiiiZ Pass on the reader on the Charging Terminal;
- Use the option to book a terminal 30 minutes before their arrival.

The WiiiZ Pass is not a means of payment. The WiiiZ Pass becomes the Subscriber's property as soon as they receive it, and needs to be activated by the Subscriber on the Website or the App to become functional, using the activation code and number printed on the WiiiZ Pass.

Precautions for use

Each WiiiZ Pass has a chip and an antenna which will only work properly if the basic precautions for use are followed. The Subscriber has sole responsibility for the use of each WiiiZ Pass issued and undertakes to comply with all the instructions brought to their knowledge, including in particular not to twist, fold, cut it, expose it to high or low temperatures, electromagnetic effects or a high level of humidity, or to do anything to it that is clearly inappropriate and might prevent the Pass from working properly. If these instructions are not followed, the Charging Service may be adversely affected and the Subscriber may experience billing anomalies.

Loss, theft or faults affecting WiiiZ Passes

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If a WiiiZ Pass is lost or stolen, the Subscriber should inform the Operator immediately by email or via the Online Account. The Subscriber must mention their ID number and/or the number of the WiiiZ Pass. The Subscriber may request replacement WiiiZ Passes, which will be issued and billed in accordance with the terms and conditions mentioned on the Website. In the absence of such opposition, the Operator does not accept any liability if a third party misuses a lost or stolen WiiiZ Pass, and the Subscriber shall continue to owe any amounts owed by virtue of any use of each of their WiiiZ Passes.

If the WiiiZ Pass is faulty, the Subscriber will inform the Operator of this immediately, and then return the faulty WiiiZ Pass to the Operator using the details given in article 17.2. If the fault has not been caused by the Subscriber, the faulty WiiiZ Pass will be replaced free of charge. The Operator's liability is limited to replacing the faulty WiiiZ Pass. If, after an investigation, it turns out that the fault was the Subscriber's faulty, the latter must request a new WiiiZ Pass if they want one.

In any case:

- The Operator will deactivate the WiiiZ Pass as soon as the loss, theft or fault affecting the WiiiZ Pass is reported;
- The Operator will not refund the cost of the WiiiZ Passes requested by the Subscriber within the context of a new Contract between the date of the loss, theft or fault affecting the WiiiZ Pass and the date on which the Subscriber receives the replacement WiiiZ Pass.

Request to replace and withdraw WiiiZ Passes

The Operator may decide to deactivate or replace the WiiiZ Pass if the Contract is terminated by the Operator or in the event of fraud, modification or counterfeiting affecting the WiiiZ Pass, or if any improvements made by the Operator are incompatible with the Charging Service and / or the Charging Terminals. In any case the Operator will inform the Subscriber of this in advance, and provide a new WiiiZ Pass and deactivate the previous WiiiZ Pass, such that the latter will no longer work with the Charging Terminals. The Subscriber will have to activate the new WiiiZ Pass as described herein.

5.2. Access to and use of Charging Terminals with a Third Party Pass

Third Party Users can access the Charging Terminals for the Charging Service if they have a Third Party Pass authorised by the Communautés d'Agglomération: The list of Third Party Passes offering access to the Charging Terminals is available and kept up-to-date on the Website.

5.3. Terms and Conditions for using the Charging Service

To use a Charging Terminal, the Subscriber or the User must park the Vehicle in a parking space at a Charging Station, which can be identified by a specific sign and ground markings.

The Subscriber or the User must have an approved cable that is compatible with the Charging Terminal, allowing them to plug in their Vehicle to the Charging Terminal.

Before using the service, the Subscriber or the User must make sure that they use the Charging Point that matches their needs and the technical specifications of their Vehicle.

To charge their Vehicle, the Subscriber or the Third Party User needs to swipe their Pass on the reader on the Charging Terminal to unlock access to the Charging Point and allow them to connect the Vehicle, or, if they are an Anonymous User, scan or enter the QR Code on the Charging Terminal on their mobile telephone to unlock access using the App. The charging cable must then be connected to the Charging Terminal and their Vehicle.

When they have finished, the Subscriber or the User must release the Charging Terminal by disconnecting the charging cable from the Vehicle and the Charging Point as follows:

- They must position their Pass on the reader on the Charging Terminal or, if they are an Anonymous User, stop the Charge using the App.
- Access to the Charging Point is then unlocked, which opens the flap on the Charging Terminal and allows the Subscriber or the User to disconnect their cable from the Charging Terminal. The Subscriber or the User must then close the flap on the Charging Terminal. The Charge is only regarded as finished when the flap on the Charging Terminal is closed by the Subscriber or the User.

6.1. Subscribers to the Charging Service

If the Charging Terminal cannot be released correctly, the Subscriber or the Anonymous User must inform the Operator by telephone on the number provided in article 17.1. Third Party Users must contact their mobility operator.

5.4. Allocation of parking spaces for Charging

The charging station parking spaces dedicated to the Charging Service can only be used for charging vehicles. As a result, Subscribers and Users i) must not park in these parking spaces and ii) must move away from these spaces if the Vehicle is not being charged or if they decide to interrupt the Charge.

5.5. Safety

The Subscriber or User's attention is drawn to the need to make sure that Accessories are in good condition before using the Charging Terminals. The Subscriber or User must look out for any warning messages on the Charging Station and/or their Vehicle. If an alarm does go off, for an anomaly or a fault, for example on the Charging Terminal, the Subscriber or User must take protective measures to guarantee the safety of the Vehicle and third parties, including in particular unplugging their vehicle without delay and calling the number mentioned in article 17.1.

ARTICLE 6: DURATION

6.1. Subscribers to the Charging Service

The entered into and comes into force on the date on which the Application Form is approved by the Subscriber, and is valid indefinitely.

As the Contract is entered into remotely, it is assumed to be entered into on the date on which the Subscriber receives the summary email sent after they asked to subscribe.

The Contract comes into force when the WiiiZ Pass is activated for the Charging Service.

6.2. Anonymous Users

Each Charge completed by an Anonymous User does not imply any obligation.

ARTICLE 7: PRICES – BILLING AND PAYMENT TERMS

7.1 Subscription costs

When a Subscriber accesses the Charging Service, they will be invoiced for the subscription costs, for personal users.

7.2. Prices for the Charging Service

Use of the Charging Service is subject to the following prices:

The monthly subscription is 6 Euros including all taxes.

Urban areas:

Price per use, incl. all taxes	1st hour of charging during the day (22kVA)	Subsequent ½ hour sessions during the day (22kVA)	Fixed price for charging at night (8pm-8am at 7kVA)
Anonymous Users	€3	€2	€8
Subscriber	€2	€1	€5

Areas covered: Cannes, Le Cannet, Théoule sur Mer, Mougins, Mandelieu la Napoule, Antibes, Villeneuve Loubet, Biot, Vallauris, Valbonne, Roquefort les Pins, Opio, Le Bar sur Loup, Saint Paul de Vence, Châteauneuf Grasse, Le Rouret, La Colle sur Loup, Auribeau sur Siagne, Cabris, Grasse, la Roquette sur Siagne, Le Tignet, Mouans Sartoux, Pégomas, Peymeinade, Saint Cézaire sur Siagne, Saint Vallier de Thiey, Spéracédes.

Mountainous areas:

Price per use, incl. all taxes	½ a day (3hrs) at 7 kVA	Full day at 7kVA	Fixed price for charging at night (8pm-8am at 7kVA)
Anonymous Users	€5	€10	€6
Subscriber	€3	€6	€4

Areas covered: Escagnolles, Séranon, Caille, Andon, Saint-Auban, Le Mas, Collongues, Bouyon, Gréolières, Tourrettes sur Loup, Gourdon.

Subscribers to other services – inbound interoperability with WiiiZ:

Densely populated coastal area and Moyen Pays			Rural or mountainous area		
1st hour of charging during the day (22Kva)	Subsequent ½ hour sessions during the day (22Kva)	Fixed price for charging at night (8pm-8am at 7kVA)	Fixed price for ½ day's charging (7Kva)	Fixed price for 1 day's charging (7Kva)	Fixed price for charging at night (7kVA)
€2.75	€1.75	€7	€4	€8	€5

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7.3. Billing and payment terms

The subscription costs for the Charging Service are owed in full by the Subscriber when they take out the Contract.

Bills for the Charging Service are issued monthly by the Operator in the name and on behalf of the Communautés d'Agglomération within the context of a mandate to collect payment given by the latter:

- Personal Subscribers (private): Bills must be paid by the Subscriber within 15 calendar days of the date they are issued.

Bills are available in the Online Account, which the Subscriber specifically accepts. The Subscriber is informed that their bill is available by email.

Payment is deemed to have been completed on the date on which the funds are made available by the Subscriber.

No discount will be applied for early payments.

If the bill is disputed, the obligation to pay is not suspended.

The Subscriber chooses to pay their subscription charges and bills for the Service by bank card, via the Website. If applicable, the Operator may offer new payment methods.

Measures taken for non-payment of a bill

If a Subscriber has not paid their monthly bill, their right to access the Charging Service may be suspended after 3 email reminders. Once the bill has been paid, the Subscriber will once again be able to access the Charging Service.

If a Subscriber or User would like to dispute a bill, they should submit a complaint in accordance with the terms outlined in article 16.4.

7.4. Cost of replacing a WiiiZ Pass or requesting an extra WiiiZ Pass

If a replacement Pass or an extra Pass is requested, the charge, which will be shown on the Website, will be billed to the Subscriber.

7.5. Use of Charging Terminals by an Anonymous User via the App

Use of the Charging Service by Anonymous Users, during the roll-out phase, will be possible via the IZIVIA PayNow portal. After this time, payment will be via the WiiiZ PayNow portal. The App is free to download and use (apart from the connection charge applied, if applicable, by their telephone operator).

7.6. Use of Charging Terminals with a Third Party Pass

Access to and use of the Charging Terminals using a Third Party Pass will be billed to the Third Party User using the details passed on to their mobility operator by the Operator, and according to the price set by the Communautés d'agglomération, without prejudice to any subscription charge applied by that operator, and by virtue of the contract taken out by the Third Party User with them. The Third Party User must pay these amounts in accordance with the payment terms stipulated by that mobility operator.

ARTICLE 8: COMMITMENTS AND LIABILITY OF THE SUBSCRIBER OR USER

8.1. The Subscriber or Anonymous User undertakes to use the Charging Service in accordance with these T&CAU and after accepting them. To this end, the Subscriber or User undertakes to:

- Use the Charging Terminal sensibly in accordance with its purpose and the technical features of their Vehicle;
- Comply with the Vehicle manufacturer's instructions about the maximum duration and power for Charging;
- Only connect rechargeable Electric or Hybrid Vehicles available on the market to the Charging Terminal. If they use a cable that they provide, it must be an approved one;
- Inform the Operator of any problem or damage affecting the Charging Terminal by calling the number mentioned in article 17.1.

8.2. The Subscriber, especially if they order more than one WiiiZ Pass, has sole responsibility in relation to the Operator.

8.3. Both in relation to Operator, the Communautés d'Agglomération and third parties, the Subscriber or the User is responsible for their Vehicle and its Accessories, which they will take care of when Charging and/or parking at Charging Stations.

8.4. Except in the event of force majeure as defined by article 1218 of the Civil Code, the Subscriber or User is liable to the Operator and/or the Communautés d'Agglomération for any damage and costs suffered by the Operator and/or the Communautés d'Agglomération, if the Charging Terminal and / or Accessories are used in breach of these T&CAU in a way that is their fault and has caused damage. The Subscriber's liability may in particular include the cost of any repairs needed to make sure that that Charging Terminal can be used normally.

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8.5. The T&CAU are binding on the Subscriber or User, the payer (if different) and anyone with a WiiiZ Pass, even if they have not personally taken out the Contract.

The Subscriber is fully responsible for looking after and using the WiiiZ Pass(es) and for compliance with the provisions of these T&CAU, including by those with a WiiiZ Pass. The Subscriber is solely liable in relation to the Operator.

ARTICLE 9: THE OPERATOR'S LIABILITY

9.1. The Operator can only be held liable within the limits set by the ordinary rules of contractual civil liability, in other words in view of damages that are the direct result of a failure to fulfil their contractual obligations.

9.2. The Operator can in no circumstances be held liable in relation to the Subscriber or the User for:

- Loss or damage caused to the Vehicle or its Accessories while it is Charging, as well as to their personal belongings. - The Operator does not accept any supervisory obligation and will under no circumstances be held responsible for any damage to or the disappearance of the Vehicle that is not their fault, including in the event of vandalism.
- In the event of fraud or misuse or improper use of a WiiiZ Pass by the Subscriber;
- Malfunctions or temporary disruption affecting the Charging Service, one or more Charging Stations, the Website and/or the App, which might be disrupted or made temporarily unavailable including in particular in the following situations:
 - o Total or partial disruption to and/or unavailability of GSM/GPRS/3G networks, or the Internet,
 - o Computer viruses transmitted by the Internet,
 - o Interruption of services available via the Website and/or the App,
 - o Disruption caused by maintenance, improvement, refurbishment or extension work on GSM/GPRS/3G networks carried out by the telecoms operator used for the Charging Service by the Communautés d'Agglomération,
 - o Degradation of the GSM/GPRS/3G or GPS signal due in particular to meteorological conditions,
 - o Inability to provide the Charging Service, inaccessibility or unavailability of one or more Charging Stations due to road works or work on the network on a third party's initiative requiring the disabling of facilities, including in particular on the initiative of government authorities:
- In the event of force majeure in accordance with article 1218 of the Civil Code;
- Indirect damage such as loss of business, negative impact on business, loss of customers, any kind of business problems, loss of profit or loss of brand image.

9.3. The Operator is not in charge of cleaning or maintenance for the Charging Stations. The Communautés d'Agglomération entrust this work to one of their suppliers. However, in the event of a malfunction, breakdown or fault affecting a Charging Station preventing the Subscriber or User from charging all or part of their Vehicle, they should contact the Operator directly, who may get the supplier involved if their intervention is required to resolve the malfunction.

9.4. The Charging Service may be interrupted due to construction work or an inspection of the public area on the initiative of the Communautés d'Agglomération, their suppliers or a third party. The Operator cannot be held liable by the Subscriber or User if the Charge is interrupted, the Charging Service is unavailable or if Charging Stations are not accessible because of this.

9.5. The Charging Service is available on a self-service basis and the Operator cannot be held responsible for a lack of available Charging Terminals.

ARTICLE 10: PERSONAL DATA

10.1. The Operator takes appropriate measures to ensure the protection, entirety and confidentiality of Subscribers' and Users' personal information, which it collects, owns or processes in accordance with the provisions of modified law n°78-17 of 6 January 1978 on data protection and privacy.

10.2. The data collected within the context of the Charging Service is intended for the Operator, the data controller, as well as the Communautés d'Agglomération and their respective suppliers within the context of the Contract. The compulsory or optional nature of this data collection is specified in the data collection form. If you fail to provide any compulsory information, you cannot become or remain a Subscriber or User.

10.3. This information will be used to execute and manage the Contract and the Charging Service, including reminders for late payments. Other personal information about the Subscriber or User, such as details about Vehicle Charging or how the Subscriber or User uses the Charging Service, may also be collected (including by the Charging Terminals) and used anonymously by the Operator in order to produce statistical information useful for analysing the use of the Charging Service.

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10.4. Data relating to the management of the Contract and an objection to receiving direct marketing is kept for the duration of the Contract and for 3 years starting on the date on which it is terminated or finishes. Data relating to bank cards is deleted once the transaction is complete.

10.5. The Subscriber or User can exercise their individual right to access, correct and object to the use of their details for marketing purposes by contacting the Operator. Any such request must be sent by post or email to the Operator, as outlined in article 17.2. If they want to make such a request, the Subscriber or User must send the Operator their surname, first name, Subscriber / User number, a copy of their ID card and the address to which they would like the Operator to reply, if different from the address provided when subscribing or when Charging, for Anonymous Users.

ARTICLE 11: REMOVAL OF THE SERVICE – TERMINATION OF THE CONTRACT

11.1. Termination by the Subscriber

The Subscriber can cancel the Contract at any time without notice or penalties, including if they no longer want to benefit from the Charging Service or if they do not agree to a change to prices or to the T&CAU in accordance with article 12.

The Subscriber should send their request to terminate the Contract to the Operator by post at the address mentioned in article 17.2. Cancellation comes into effect on the date on which the letter is received by or first presented to the Operator.

11.2. Termination of the Contract in the event of a breach by the Subscriber of their contractual obligations

The Contract may be terminated in the event of a breach by the Subscriber of one of their contractual obligations. In this case, the Operator will give the Subscriber notice to fulfil the obligations within 30 days by registered letter with delivery confirmation. If the Subscriber does not fulfil the obligations within the deadline given, the Contract will be cancelled by registered letter with delivery confirmation. Cancellation comes into effect on the date on which the letter is received or first presented.

11.3. Automatic cancellation

Cancellation of the Charging Service or its management by the Operator, for any reason, results in the automatic termination of the Contract.

11.4. Common provisions

Termination of the Contract means that the Subscriber must pay all money owed in relation to it until the termination comes into effect. Any month that has already started is due in full. A final bill will be sent to the Subscriber.

ARTICLE 12: CHANGES TO THE GENERAL TERMS AND CONDITIONS FOR USE AND ACCESS

The Operator reserves the right to change these T&CAU at any time. For Subscribers, the change(s) made will be brought to their attention by email at least 30 days before the date on which it/they come into effect.

After this date, the modified T&CAU will replace these terms and conditions and will automatically apply to use of the Charging Service that takes place after the date on which the change(s) come(s) into effect. Nevertheless, if the Subscriber does not accept the change(s), they can cancel the Contract in accordance with article 11.1. They should send their request to the Operator within 30 days of the date on which they were informed of the change(s).

ARTICLE 13: INVALIDITY

If any of the provisions of the T&CAU is recognised to be invalid, illegal or unenforceable by virtue of the applicable law, in full or in part, this provision, or the relevant part, will be deemed not to be part of the T&CAU insofar as it is recognised as being invalid, illegal or unenforceable. However, the other provisions of the T&CAU will continue to have full force and effect.

ARTICLE 14: TRANSFER

IZIVIA will be able to transfer all or part of its rights and obligations relating to the Charging Service to (i) a company that, in accordance with articles L.233-1 et seq. of the Commercial Code (i) directly or indirectly controls IZIVIA, (ii) is directly or indirectly controlled by IZIVIA or (iii) is under joint control with IZIVIA, as long as the terms and conditions mentioned herein are maintained.

ARTICLE 15: AGREEMENT ON PROOF

IZIVIA and the Client specifically agree that electronic documents are treated the same as an original document, or at least as prima facie written evidence.

ARTICLE 16: APPLICABLE LAW – SETTLING DISPUTES – ADDRESS FOR SERVICE

16.1. The Contract is governed by French law.

IZIVIA SA

With share capital of 3,197,578 Euros,

RCS Nanterre no. 419 070 180

8 avenue de l'Arche

92419 Courbevoie Cedex

VAT FR5149070180

16.2. For Personal Subscribers or Anonymous Users: in the event of a dispute relating to the Charging Service, Personal Subscribers or Users can send their complaint in writing to the Operator at the address given in article 17.2. If a Personal Subscriber or Anonymous User is not happy with the response provided after this complaint, and as long as the Operator is a subsidiary of the EDF Group, they can contact the EDF Group's Mediator via the online form available at mediateur.edf.fr or by writing to the following address: Médiateur EDF – TSA 50026 – 75804 PARIS Cedex 08.

As this internal process for settling disputes is optional, the Subscriber or Anonymous User can refer to competent French courts at any time.

16.3. If a Subscriber or Anonymous User would like to dispute a bill, they should submit a complaint to IZIVIA.

ARTICLE 17: CORRESPONDENCE AND INFORMATION

17.1. The Operator provides the following telephone numbers for Subscribers and Users:

TECHNICAL SUPPORT

04 22 48 04 06 (standard rate number) available (7 days a week, 7am-10pm).

SALES DEPARTMENT

04 22 48 04 06 (standard rate number) available (Monday-Friday except bank holidays, 8am-6pm).

17.2. Subscribers or Users can also send a request to the Operator:

- by email to service-client@wiiiz.fr

- by post:

IZIVIA

Immeuble Le Colisée - 8, Avenue de l'Arche
92419 COURBEVOIE CEDEX.



APPENDIX - CANCELLATION FORM FOR THE WIIIZ SERVICE

CANCELLATION FORM

If you would like to exercise your right to cancel a Plan, please send us the following documents by post within 14 days of signing your Contract (with a La Poste post mark as proof of the date):

1. **This cancellation form**, filled in and signed.
2. **The bill** (Available in your account area).
3. **Your RIB** for the refund.
4. **The pass(es)**, as soon as your order has been received.

IZIVIA
Immeuble "Le Colisée"
La Défense
8 Avenue de l'Arche
92419 COURBEVOIE CEDEX

We recommend that you follow up to confirm receipt

I am writing to you to inform you of my cancellation of the contract for the following plan:

Name of the Plan:

Ordered on/received on:

Customer reference ⁽¹⁾ (you can find this in your customer area > Account):

Customer's surname and first name ⁽¹⁾:

Address:

Date ⁽²⁾ and signature:

(1) Signatory(ies) of the Contract

(2) Date on which the Contract was signed