

IZIVIA CHARGING SERVICE

TERMS AND CONDITIONS FOR ACCESS AND USE

in force as of 01/08/2018

PREAMBLE

These Terms and Conditions for access and use apply to the Charging Service defined below. By entering into a Contract, or otherwise using an IZIVIA Charging Point, a Client and/or User accepts these Terms and Conditions for Access and Use which apply to the exclusion of any other terms and conditions.

ARTICLE 1: DEFINITIONS

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

Accessory(ies): refers to any approved equipment with which a Vehicle can be connected to a Charging Point. An approved cable provided by the Client or the User is an Accessory.

Application: refers to the mobile application available free of charge within the context of the Contract dedicated to the Charging Service, called IZIVIA, functioning on iOS and Android devices, in particular allowing the Client or User to locate – and in some cases book – the Charging Points, create and access a Personal Account, sign up to a Plan and, when this feature is available at the Charging Point used, carry out a Charge within the context of a Plan or, for Anonymous Users, purchase a One-off Charging Code.

Third Party Pass(es): refers to a pass offered by mobility operators other than IZIVIA, authorised by the latter and allowing a Third Party User to access and use Charging Points within the context of Inbound Roaming Charging. The list of Third Party Passes is available and updated on the IZIVIA Website.

Charging Point(s): refers to (a) Vehicle charging Point(s) operated by IZIVIA making up the Network of Charging Points available within the context of the Charging Service covered by the Contract. A Charging Point is fitted with one or more Charging Points.

Third Party Charging Point(s): refers to (a) Vehicle charging Point(s) operated by charging operators other than IZIVIA, which a Client can use with the IZIVIA Pass or the Application, within the context of Outbound Roaming Charging. The map of Third Party Charging Points is available and updated on the IZIVIA Website.

Client(s): refers to any individual or entity who has taken out the Plan **Consumer:** an individual Client or User acting for purposes wholly or mainly outside of their business.

One-off Charging Code: refers to a single-use code allowing an Anonymous User to carry out a Normal, Fast or Rapid Charge at one of the Charging Points in the Network.

Terms and conditions for access and use or T&CAU: refers to this document, which is accepted by the Client when they take out a Plan or by the Anonymous User when buying a One-off Charging Code or a Third Party User when using an IZIVIA Charging Point. The T&CAU are an integral part of the Contract.

“Contract”: refers to the Charging Service contract taken out by the Client or the Anonymous User with

IZIVIA. The Contract thereby contains the entire agreement between the Client or the Anonymous User and IZIVIA: it cancels and replaces any previous exchange on the same subject and constitutes an indivisible whole.

Personal Account: refers to the online area available free of charge to the Client via a dedicated section on the IZIVIA Website or the Application, after signing in, from where, among other things, the Client can view and manage their personal details and Contract, access their bills and reports detailing their use of the charging Service, as well as access information provided by IZIVIA.

Application form: refers to the application form for the Contract as filled in and accepted by the Client or the Anonymous User via the Websites or the Application. The Application Form is an integral part of the Contract.

Plan(s): refers to one of the plans offered to the Client within the context of the Contract, the terms of which, including the financial terms, are described below and/or on the IZIVIA Website.

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

Outbound Roaming Charging: refers to the ability of a Client to access and use Third Party Charging Points using the IZIVIA Pass or the Application, within the context of a Plan, and without the need to take out a contract with the operators of the Third Party Charging Points.

Partner(s): refers to IZIVIA's partners for the deployment and operation of the Charging Points within the context of the Charging Service.

IZIVIA Pass(es): refers to the RFID Pass(es) issued to the Client when they take out a contract or during the course of the Contract, with which they can access and use the Networks of Charging Points available within the context of the Charging Service and make use of Outbound Roaming Charging. Use of IZIVIA Passes is subject to these T&CAU.

Charging Point(s): refers to an interface integrated into a (Third Party) Charging Point and associated with a parking space where one Vehicle can be Charged at a time.

Charging: refers to the different ways of charging a Vehicle 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,
- Rapid charge: refers to a charging power between 22 and 50kW.

Network of Charging Points: refers to all the Vehicle Charging Points available within the context of the Charging Service covered by this Contract. The

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Networks of Charging Points may be operated by IZIVIA in its own name and on its behalf or in the name and on behalf of a third party.

Charging Service: refers to the charging service covered by the Contract, to which the Plan or a One-off Charging Code provide access, including access to the Networks of Charging Points and access to the Personal Account.

Website(s): refers to the IZIVIA Website, the online payment Website, or both. **IZIVIA: refers to IZIVIA Ltd IZIVIA Website:** refers to the IZIVIA website, available at the following address: www.izivia.com

Online payment Website: refers to the IZIVIA website, available at the following address: paynow.izivia.com

Charging Station(s): refers to a charging location, which is made up of one site with one or more parking spaces equipped with Charging Points. The map of Charging Stations is available on the IZIVIA Website.

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

Anonymous User: refers to any individual or entity using the Charging Points with a One-off Charging Code purchased from the Websites or the Application.

Third Party User: refers to any individual or entity using the Charging Points within the context of Inbound Roaming Charging.

Vehicle: refers to the Client's 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. Depending on the Charging Point, 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. These T&CAU define the terms and conditions for accessing and using the Charging Service between IZIVIA and the Client or Anonymous User. Use of the Charging Service and Charging Points is subject to the Client's 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 Client or the User can Charge up their Vehicle at a Charging Station in a parking space equipped with a Charging Point.

The Client accesses and uses the Charging Service within the context of the Plan to which they have signed up, using an IZIVIA Pass or the Application.

Within the context of one and the same Contract, depending on the Plan signed up to, one or more IZIVIA Passes can be ordered and activated. This number is indicated in the Application Form.

Anonymous Users access and use the Charging Service with the help of the Application or the online

payment Website by purchasing a One-off Charging Code.

• **Access to the Personal Account, for Clients who have signed up to a Plan**, as defined in these T&CAU.

• **Access to and use of Third Party Charging Points using the IZIVIA Pass, for Clients who have signed up to a Plan**, within the context of Outbound Roaming Charging, and according to the terms and conditions defined below.

ARTICLE 3: TERMS AND CONDITIONS FOR TAKING OUT A PLAN – PURCHASING A ONE-OFF CHARGING CODE

3.1. Taking out a Plan

3.1.1. Plans can be taken out by Clients subject to acceptance of and compliance with these T&CAU, the provision of the information required and payment of the contract fees mentioned in article 7.1.

3.1.2. The Client can ask to benefit from one of the Plans offered by signing in to the IZIVIA Website or via the Application. The Client will need to follow the different steps suggested to take out a Plan, and must therefore:

- provide the information required in the Application Form,
- select one of the Plans available and indicate the number of IZIVIA Passes,
- read and accept these T&CAU,
- confirm the order a second time, edit or cancel it, then,
- once the order has been confirmed a second time, pay the fees mentioned in article 7.1.

IZIVIA will then confirm receipt of the Client's request by sending an email summary to the email address provided. The IZIVIA Pass will be sent to the Client by post within 10 working days of receiving this email.

3.1.3. The Client confirms that all the information and documents provided when signing up are correct and undertakes to inform IZIVIA of any changes without delay via the Personal Account. Failure to report changes or insufficient or incorrect information may result in the automatic termination of the Plan. IZIVIA may need to carry out some checks on the information provided by the Client, and reserves the right to refuse any request to take out a Contract when the address to which to send an IZIVIA Pass is unknown, not permanent or made up. In this case, the request will automatically be cancelled and no bank payment will be taken. IZIVIA is free to refuse the request to take out a Contract for a legitimate reason, such as the termination of a previous contract by IZIVIA due to fraud or non-payment.

Taking out the Contract is binding on i) the Client, ii) the person paying, if different from the Client, and anybody carrying the IZIVIA Pass to whom the Client hands over the Pass.

3.1.4. Changing Plan and / or requesting (an) additional IZIVIA Pass(es) during the course of the Contract

During the course of the Contract, and if the Plan initially taken out allows it, the Client can ask to change Plan and / or get (an) additional IZIVIA Pass(es) by

paying the fees mentioned in article 7.2. The Client will make this request from their Personal Account on the IZIVIA Website or via the Application, by contacting IZIVIA or in some cases, by contacting a Partner.

3.2. Purchasing a One-off Charging Code

Anonymous Users can access and use the Charging Service by purchasing a One-off Charging Code, using their mobile telephone from the Website or the Application, as long as they accept and comply with the T&CAU, as well as the Terms and Conditions for using the online payment Website or the Application. Anonymous Users must make their request when they are in front of a Charging Point, then follow the instructions below and on the Charging Point. Anonymous Users must fill in the online Application Form, indicating the Charging Point 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 Point. Once the payment has been pre-authorised, Anonymous Users will receive an email at the email address they have provided, confirming their request; they will then need to start the Charge using the Application in accordance with the instructions in article 5.2.1.

ARTICLE 4: RIGHT TO CANCEL

4.1. Clients who have taken out a Plan

If they have taken out a Plan or ordered a One-off Charging Code online or over the phone or otherwise remotely, Consumers have a right to cancel, which they can exercise without penalties and without a reason, within fourteen days of receiving their summary email after application. If this period ends on a Saturday, Sunday or bank holiday, the deadline is extended until the next business day.

Consumers can inform IZIVIA of their wish to exercise their right to cancel by sending in the cancellation form provided when the Contract was entered into to the address provided on the form or by writing to IZIVIA, at the address given in article 17.2. or by otherwise contacting IZIVIA using the details given in article 17.2. clearly setting out their decision to cancel.

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

Consumers may specifically ask to benefit from a Plan without prejudice to the right to cancel. In this case, if they exercise their right to cancel, the Client will owe the money owed to IZIVIA for taking out their Contract and for using the Charging Services up until the date on which they exercised that right. These amounts are calculated in accordance with article 7 of these T&CAU. Exercising the right to cancel results in the IZIVIA Passes being disabled.

4.2. Anonymous Users

If a One-off Charging Code is requested remotely via the online payment Website or the Application, Anonymous Users cannot exercise their right to cancel

once the Charge is started (even if this is during the cancellation period). Anonymous Users waive their right to cancel when they order the One-off Charging Code and use it within the cancellation period.

ARTICLE 5: TERMS AND CONDITIONS FOR USING THE CHARGING SERVICE

5.1. IZIVIA Pass

Each IZIVIA Pass allows the Client to Charge a Vehicle at the Charging Points available within the context of the Plan taken out, as well as the Third Party Charging Points within the context of Outbound Roaming Charging. The IZIVIA Pass allows users to start or interrupt the Charge, as well as being used for the associated billing process. The different stages involved in accessing and finishing a Charge using an IZIVIA Pass for a Vehicle can vary depending on the Charging Points used. The instructions are provided at the Charging Station, available on the IZIVIA Website, in the Application and in article 5.2.1 below.

The IZIVIA Pass is not a means of payment. It becomes the Client's property as soon as it is received, and needs to be activated by the Client on the IZIVIA Website or the Application to become functional, using the activation code and number printed on the IZIVIA Pass. The IZIVIA Pass is valid for the same time as the Contract duration.

Precautions for use

Each IZIVIA Pass only works at the Charging Points equipped with a compatible technical solution (RFID) and is connected to the Networks of Charging Points to which the Client has access the day on which they use the Charging Service. Each IZIVIA Pass has a chip and an antenna which will only work properly if the basic precautions for use are followed. The Client has sole responsibility for the use of each IZIVIA Pass issued and is asked 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 IZIVIA Pass from working properly. If these instructions are not followed, the Charging Service may be adversely affected and the Client may experience billing anomalies.

Loss, theft or faults affecting IZIVIA Passes

If the IZIVIA Pass is lost or stolen, the Client must inform IZIVIA immediately by any means, and confirm in writing using the contact details in article 17.2 (by email or the Personal Account). The Client must mention their Client ID number or the number of the IZIVIA Pass. The Client may request replacement IZIVIA Passes, which will be issued and billed in accordance with the terms and conditions mentioned in article 7.2. In the absence of such information from the Client, IZIVIA does not accept any liability if a third party misuses a lost or stolen IZIVIA Pass, and the Client shall continue to owe any amounts incurred by virtue of any use of each of their IZIVIA Passes.

If the IZIVIA Pass is faulty, the Client must inform IZIVIA of this immediately, and then return the faulty IZIVIA Pass to IZIVIA using the contact details given in article 17.2. If the fault has not been caused by the Client, the faulty IZIVIA Pass will be replaced free of charge.

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IZIVIA's liability is limited to replacing the faulty IZIVIA Pass. If, after checking, it is clear that the fault has been caused by the Client, IZIVIA will bill them for the cost of the damaged IZIVIA Pass, as well as any additional associated costs (contribution to postage and packaging, charges for set-up and activation, support etc.).

In any circumstance involving loss, theft or a fault:

- IZIVIA will disable the IZIVIA Pass as soon as the loss, theft or fault affecting the IZIVIA Pass is reported;
- IZIVIA will not refund the cost of the IZIVIA Passes requested by the Client within the context of a new Contract between the date of the loss, theft or fault affecting the IZIVIA Pass and the date on which the Client receives the replacement IZIVIA Pass;
- Unless otherwise specified, billing for the Plan taken out will not be interrupted (where it relates to a fixed cost element).

Request to replace and withdraw IZIVIA Passes by IZIVIA

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

5.2. Terms and conditions for using the Charging Points

5.2.1. How it works

Clients access and use the Charging Points using an IZIVIA Pass or the Application.

To use a Charging Point, the Client 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. **To plug in and recharge their Vehicle at a Charging Point, the Client or User must only use the cable at the Charging Point when it is attached to the Charging Point and is an integral part of it, to the exclusion of any other Accessory. Before use, the Client or User must make sure that they have an authorised cable that is compatible with the Charging Point that lets them connect it to their Vehicle.** The Client or User undertakes to use the outlet that suits their needs and the technical specifications of their Vehicle.

To charge their Vehicle, the Client needs to swipe their IZIVIA Pass (or for Third Party Users, their Third Party Pass) on the reader on the Charging Point to unlock access to the Charging Point and allow them to connect the Vehicle. Anonymous Users can scan or enter the QR Code on the Charging Point in the Application to start the unlocking process. The Client or User must then connect the charging cable to the Charging Point and their Vehicle.

When they have finished using the Point, to stop charging the Vehicle, the Client needs to swipe their

IZIVIA Pass (or for Third Party Users, their Third Party Pass) on the pass reader on the Charging Point and release the Charging Point by disconnecting the Vehicle from the cable connecting it to the Charging Point. Anonymous Users must stop the Charge using the Application. If the cable used is the one on the Charging Point, the Client or the User must return it to its position on the Charging Point. The Charging Point is free when the Vehicle is no longer plugged into the Charging Point, when the flap on the Charging Point is closed by the Client or User and the Vehicle is no longer parked in the corresponding parking space.

If the Charging Point cannot be freed up correctly, the Client or User must inform IZIVIA as soon as possible by telephone on the technical support number mentioned in article 17.1 or shown on the Charging Point. Third Party Users must contact their mobility operator.

5.2.2. Booking a Charging Point

If this function is available, the Client or Anonymous User can book a Charging Point using the Application. IZIVIA will announce the introduction of this function. The duration of the booking is limited to 20 minutes before arrival, after confirmation of the booking by IZIVIA, sent to the Client or the Anonymous User via the Application. The booking is regarded as having been used when the IZIVIA Pass has been swiped on the Charging Point booked or when the Application has been used to start the Charge. After 20 minutes, the booking will be cancelled. If a booking is not honoured or is cancelled, an administrative fee will be charged at the rates shown on the IZIVIA Website and the Application.

5.3. Access to and use of Third Party Charging Points with an IZIVIA Pass or the Application

Clients must use Third Party Charging Points with an IZIVIA Pass or the Application in accordance with the terms and conditions for using them stipulated by the operator responsible for those Points (Outbound Roaming), and in accordance with the instructions shown on the Third Party Charging Points.

5.4. Access to and use of Charging Points with a Third Party Pass

Some Charging Points in the Network may also be available to Third Party Users with a Third Party Pass authorised by IZIVIA: in this case, the Charging Points must be used in accordance with these T&CAU, the instructions shown on the Charging Points and the terms and conditions for the Third Party Passes issued by those operators.

5.5. Allocation of parking spaces for Charging

The parking spaces at Charging Stations specifically for the Charging Service can only be used for Charging Vehicles. As a result, Clients and Users are strictly prohibited from parking in these spaces if the Vehicle is not being charged. Clients and Users must comply with the applicable parking rules. If they do not, Clients and Users run the risk of their Vehicle being removed and/or a fine, or a parking ticket, as applicable, all the consequences of which they will be responsible for, including in particular financial ones.

5.6. Safety

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Clients' and Users' attention is drawn to the need to make sure that Accessories are in good order before using the Charging Points. Clients and Users must pay attention to any alarms triggered by the warning lights on the Charging Points and/or their Vehicle. If an alarm does go off, for an anomaly or a fault on a Charging Point, the Client or User must take protective measures to guarantee the safety of the Vehicle and third parties, including in particular, disconnecting the Vehicle as quickly as possible, pressing the emergency stop button and calling the technical support department, the telephone number for which is mentioned in article 17.1.

ARTICLE 6. DURATION

6.1. Plan

The Contract is entered into and comes into force on the date on which the Client receives the summary email sent after they asked to apply via the Form. The duration can vary depending on the Plan chose by the Client, which they must indicate in the Application Form.

6.2. Anonymous Users

Each Charge is completed individually by the Anonymous User, without any commitment.

ARTICLE 7: PRICES – BILLING AND PAYMENT TERMS

7.1 Costs of taking out a Contract

When the Client takes out a Contract or an Anonymous User purchases a One-off Charging Code, a bill is generated for the charges, the total amount of which is set out on the Application Form, on the Websites and/or in the Application.

The Application is free to download and use (apart from any connection charge applied, if applicable, by their network operator).

7.2. Price of an IZIVIA Pass

The price of each IZIVIA Pass ordered is indicated when a Plan is taken out, according to the price in force on that date. This price is also billed to the Client if they request a replacement IZIVIA Pass or order (an) additional IZIVIA Pass(es) during the course of the Contract and will be added to the first bill issued following the request. These bills must be paid by the Client in accordance with the payment method chosen and by the deadline mentioned in these T&CAU.

7.3. Prices of the Charging Service

7.3.1. Use of the Charging Points within the context of a Plan

The price, exclusive of taxes, corresponds to the price of the Charge, the total unit value of which varies depending on the Network of Charging Points used. In all cases, this amount is determined according to:

- how long the Charging Service is used, and/or
- the time at which the Charging took place (during the day or night), and / or
- the type of Charging (Normal, Fast or Rapid).

In all cases, the unit price of the Charge corresponds to a minimum period of use. Once Charging starts, a bill will be generated for this minimum period, indicated on the Application Form, the Websites and the Application.

For certain Plans only, there is an additional fixed part, which is a fixed monthly amount, for taking out the Plan.

7.3.2. Use of the Charging Points by Anonymous Users

Anonymous Users can use the Charging Service using a One-off Charging Code, the price of which, excluding taxes, is exactly the same regardless of the Network and the Charging Point used, the time of use and the type of Charge.

Added to this is the price of the Charge, which depends on the period of use. In all cases, the unit price for the variable corresponds to a minimum period of use, which is indicated on the Application Form, the Websites and/or the Application. Once Charging starts, this minimum period of use will generate a bill.

7.4. Access to and use of Third Party Charging Points with an IZIVIA Pass or the Application

Access to and use of Third Party Charging Points by the Client with an IZIVIA Pass, within the context of Outbound Roaming Charging, will be billed by IZIVIA in accordance with the terms defined in article 7.8, using the information passed on to IZIVIA by the operator of the Third Party Charging Points and according to the price set by them.

Added to this price are the interoperability charges billed by IZIVIA for each Charge.

7.5. Charges for booking a Charging Point

Charges are billed to the Client or the User for booking a Charging Point.

7.6. Total amounts in force - Changes to prices

All of the prices and charges in force mentioned in this article 7 are indicated on the Application Form, the Websites and/or the Application. They may be changed at any time by IZIVIA.

For the Plans, the new prices and/or chargers will be brought to the Client's attention by email at least 30 days before the date on which it/they will come into effect. After this date, the new amounts will automatically apply when the Charging Service is used by the Client as of the date on which the new prices and /or charges come into effect.

If the Client does not accept the new prices and / or charges, the Client can terminate their Plan. The Client will inform IZIVIA of their request within 30 days of the date on which they were informed of the change(s). The provisions of this paragraph do not apply to Anonymous Users.

7.7. Duties, taxes and charges

The prices exclusive of the associated taxes for the Contract and the Charging Service are automatically subject to taxes, duties, charges, fees and payments of any kind, current or future, borne or owed by IZIVIA within the context of the Charging Service in accordance with the legislation and/or regulations in force on the bill date.

7.8. Billing and payment terms

7.8.1. Plans

The contract charges for a Plan are owed in full by the Client when they take out the Contract.

If the Plan changes during the course of a Contract, the corresponding costs will be carried over to the first bill issued after the request for that Plan.

Bills for using the Charging Service are issued monthly by IZIVIA and must be paid by the Client within 15 calendar days of the date they are issued.

Bills are issued electronically, which the Client specifically accepts. The Client is informed that their bill is available in their Personal Account by email.

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

No discount will be applied for early payments.

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

The Client can choose to pay the contract fees and bills for Charging Services by one of the following methods:

- by bank card, via the Websites or the Application if it is available,

7.8.2. Penalties, charges and measures taken for non-payment

If the bills are not paid in full within the deadline,

- The total amounts due are automatically and without notice or any reminder subject to interest at a rate of 3% a year above the annual base rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement and must be paid together with any overdue amount.

- IZIVIA will inform the Client by email that if they do not pay within a further eight days after the deadline shown on the bill, access to the Charging Service may be suspended.

- If there is no payment or no agreement between IZIVIA and the Client within the extra time mentioned above, IZIVIA will inform the Client in a second email that if they do not pay within 3 days, access to the Charging Service will be suspended and the Client's IZIVIA Pass(es) will be deactivated. After these 3 extra days, notice will be sent to the Client and their account and their IZIVIA Pass(es) will be suspended. At any time, if the Client pays the unpaid amount, access to the Charging Service may be restored and the IZIVIA Pass(es) reactivated by IZIVIA. Failing this, IZIVIA may terminate the Contract.

7.8.3 One-off Charging Code

Anonymous Users will pay the price of the One-off Charging Code to one of IZIVIA's payment Suppliers at the time of the order.

The cost of the Charge is only paid when Anonymous Users have carried out a Charge as described in article 5.2.1. The total amount is then withdrawn from the bank account, the details of which the Anonymous User provided when purchasing the One-off Charging Code to get prior authorisation for payment (cannot exceed £50 including all taxes).

Whenever a One-off Charging Code is purchased, a bill is sent electronically by IZIVIA, which the Anonymous User explicitly accepts. Bills are sent to the Anonymous User at the email address provided by the latter, or made available in their Personal Account, available via the IZIVIA website or the Application.

7.9. Use of Charging Points with a Third Party Pass

Access to and use of the Charging Points using a Third Party Pass will be billed to the Third Party User using the details passed on to their mobility operator by IZIVIA and according to the price set by IZIVIA. The total contract charges and any interoperability fees applied by this operator by virtue of the contract taken out by the Third Party User with the operator may be added to this price. 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 CLIENT AND THE USER

8.1. The Client or the User undertake to use the Charging Service in accordance with these T&CAU and after accepting them and, with this in mind, undertakes to:

- use the Charging Points sensibly in accordance with their 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 Points;
- inform IZIVIA of any problem affecting a Charging Point by calling the technical support number mentioned in article 17.1,
- **when using Third Party Charging Points with an IZIVIA Pass or the Application, comply with the terms and conditions and instructions for use issued by the operator of those Third Party Points.**

8.2. The Client has sole responsibility in relation to IZIVIA, including in particular if they order or entrust to a third party one or more IZIVIA Passes.

8.3. Both in relation to IZIVIA and third parties, the Client or 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 if due to events beyond their reasonable control, the Client or User is liable to IZIVIA for any damage and costs suffered by IZIVIA if a Charging Point and / or Accessories are used in breach of these T&CAU in a way that is their fault and has caused damage to a Charging Point and / or Accessories. The Client's or User's liability may include the cost of any repairs needed to make sure the Charging Point in question is working properly.

ARTICLE 9: IZIVIA'S COMMITMENTS AND LIABILITY

9.1. IZIVIA can under no circumstances be held responsible for loss or damage caused to the Vehicle or its Accessories while it is charging other than where this caused by its negligence or breach of these T&CAUs. IZIVIA 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.

9.2. The Charging Service is available on a self-service basis and so IZIVIA cannot be held responsible for a lack of available Charging Points.

IZIVIA SA

Au capital de 9 458 656 euros,
RCS Nanterre n° 419 070 180
8 avenue de l'Arche
92419 Courbevoie Cedex
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9.3. IZIVIA cannot be held responsible in relation to the Client or User for:

- loss of or damage to the Client's or User's personal belongings during the Charge;
 - In the event of fraud;
 - In the event of misuse or improper use of an IZIVIA Pass;
 - temporary disruption or a malfunction affecting the Charging Service, one or more Charging Stations, Websites or the Application, which might be disrupted or made temporarily unavailable in the following situations:
 - o disruption to and/or total or partial unavailability of the GSM/GPRS/3G or other networks,
 - o disruption caused by maintenance, improvement, refurbishment or extension work on GSM/GPRS/3G or other networks carried out by the telecoms operator used by IZIVIA,
 - o poor GSM/GPRS/3G, GPS or other signal, including in particular when caused by 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:
 - o power cut not caused by IZIVIA,
 - 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.
- As well as this, IZIVIA does not accept any responsibility in relation to the Client for services provided by the operators of Third Party Charging Points (including but not limited to: Third Party Points that are not available or not working, or damage of any kind suffered by the Client when using Third Party Charging Points) or by interoperability platforms used within the context of Inbound or Outbound Roaming Charging.**

ARTICLE 10: PERSONAL INFORMATION

10.1. In accordance with the provisions of Law no. 78-17 of 6 January 1978 amended relating to IT, files and freedoms and European Regulation (EU) 2016/679 of April 27, 2016 relating to the protection of natural persons with regard to the processing of personal data and the free movement of these data, the data to personal character policy for Customers and Users the subject of processing for which IZIVIA is responsible

10.2. The data collected is intended for IZIVIA, its partners and external suppliers (including charging and mobility operators as well as interoperability platforms, within the context of Inbound or Outbound Roaming Charging) as well as financial and postal organisations and third parties authorised by virtue of a legal or regulatory provision.

10.3. This data is collected and used for the purposes of signing up to or fulfilling the Contract and in IZIVIA's legitimate interests. The collection of certain data is compulsory when needed for the management of the Contract (including billing and debt recovery). Any failure to provide this data will mean that it will not be possible to become or remain a Client or User. Other data is optional and is intended for commercial operations, to provide customised services (Personal Account etc.) or to send questionnaires or carry out

surveys connected to the Charging Service, including in particular for testing purposes. Personal information relating to Vehicle Charging or how the Client or User uses the Charging Service, may also be collected (including by the Charging Points) and used anonymously by IZIVIA and its partners for the purposes described above.

10.4. IZIVIA or its partners may contact Clients or Users electronically for marketing purposes if they have specifically consented to that beforehand.

10.5. The data collected will be kept for the duration of the Contract and 5 years after its termination. In application of the regulations, the Customer or the User has, with regard to personal information concerning him, a right of access, rectification, opposition free of charge to the use of this information for the purposes of commercial prospecting, as well as a right to limit processing and a right to data portability. The Customer or User may, by proving his identity if necessary, exercise the aforementioned rights with IZIVIA by e-mail to the address **service-client@izivia.com** or from his Personal Space, as well as with regard to the prospecting by electronic means, by the unsubscribe link appearing on the e-mail sent by IZIVIA. These rights can also be exercised with the IZIVIA Data Protection Officer by e-mail to the address

donnees-personnelles@izivia.com. Finally, the Customer or User has the option of filing a complaint with the National Commission for Informatics and Freedoms (CNIL).

ARTICLE 11: TERMINATION OF THE CONTRACT

11.1. Cancellation of the Plan by the Client

Unless specified otherwise in the Application Form, the Client can cancel the Plan at any time without notice or penalties, including if they no longer want to benefit from the Plan or if they do not agree to a change to prices or to the T&CAU in accordance with article 12. The Client should send their request to cancel the Plan to IZIVIA in writing or via the Personal Account. Cancellation does not come with any penalties and takes effect on the date on which the letter is received by or first presented to IZIVIA.

11.2. Cancellation of the Plan by IZIVIA

IZIVIA can cancel the Plan if the Client fails to fulfil one of their contractual obligations, including in particular if they do not pay any money owed to IZIVIA within the given deadlines. In this case, IZIVIA will give the Client notice to fulfil the obligations within 30 days by registered letter with delivery confirmation. If the Client does not fulfil the obligations within the deadline given, IZIVIA can cancel the Contract by registered letter with delivery confirmation. Cancellation comes into effect on the date on which the letter is received or first presented.

11.3. Changes to the Networks of Charging Points - Termination of the Charging Service or the Plan

Some Networks of Charging Points available within the context of a Plan, including in particular those operated by IZIVIA on behalf of a third party or as a trial may only be available for a limited period. This period is specified in the Application Form.

IZIVIA may also decide to terminate or remove a Plan so that it is no longer available. In this case, or if IZIVIA decides to remove one or more Networks of Charging Points or a Plan, the Client will be informed in advance

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of this by IZIVIA by email with at least 30 days' notice.

During this time, the Client can take out one of the other Plans offered by IZIVIA or terminate their Contract. If they do not do either of these things, the Plan will automatically be terminated at the end of the notice period mentioned above.

11.4. Common provisions

In all the cases described in article 11, the termination or cancellation of the Plan means that the Client must pay all money owed in relation to the Plan up until the termination comes into effect. Any month that has already started is due in full. A final bill will be sent to the Client.

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

IZIVIA reserves the right to change these T&CAU at any time.

For Plans only, the change(s) made will be brought to the Client's 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 by the Client that takes place after the date on which the change(s) come(s) into effect. Nevertheless, if the Client does not accept the change(s), they can cancel the Plan in accordance with article 11.1. They must inform IZIVIA of their request within 30 days of the date on which they were informed of the change(s). The provisions of this paragraph do not apply to changes to the T&CAU imposed by legislation or regulations.

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 may transfer all or part of its rights and obligations relating to the Charging Service to a company that, (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. Clients and Users may not transfer all or part of their rights and obligations relating to the Charging Service to a Third party without the prior written consent of IZIVIA. No terms of the Contract or these T&CAUs are enforceable by a third party.

ARTICLE 15: AGREEMENT ON PROOF

IZIVIA and the Client or Anonymous User 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 law applicable to the Contract and to these T & CAUs is French law.

16.2. In the event of a dispute relating to the services offered by IZIVIA within the context of the Charging Service, the Client or User can send their complaint in writing to IZIVIA at the address given in article 17.2. If the client or User is not satisfied with the answer given following the dispute, he can the arbitration board from EDF (referenced since the 15th march 2012 by the commission): with a form on Internet available on the website mediateur.edf.fr or by email to the following postal address:

Médiateur d'EDF - TSA 50026,
75804 Paris Cedex 08

These modes of internal dispute resolution being optional, the Customer or Anonymous User can enter at any time the competent French courts.

16.3. The Client's address for service will be the one provided when taking out the Contract. IZIVIA's address for service will be its registered office.

16.4. These clauses apply even in the case of an appeal as a guarantee or of a plurality of defendants

ARTICLE 17: CORRESPONDENCE AND INFORMATION

17.1. IZIVIA offers Clients and Anonymous Users the following telephone numbers:

Technical Support

0972 668 002 (non-surcharged call) available (7 days a week, 7- 22h).

Sales Department

0972 668 001 (non-surcharged call) available (Monday-Friday excluding holidays, 9 am-6pm)

17.2. Clients and Anonymous Users can also send a request to IZIVIA:

- by email to customer.services@izivia.com,
- by post: IZIVIA - 8 Avenue de l'Arche 92419 COURBEVOIE CEDEX.
- by filling in the contact form on the Websites and the Application.

APPENDIX – CANCELLATION FORM FOR PLANS

CANCELLATION FORM

If you wish to exercise your right of withdrawal for a Formula, please complete and return this form accompanied by your RIB within **14 days by email** after the conclusion of your Contract.

Please specify in the subject line: withdrawal form

You can send these items to the email address:

customer.services@izivia.com

I/We^(*) am/are^(*) writing to you to inform you of my/our^(*) cancellation of the contract for the offer/service^(*) below:

Name of the Plan

Customer account number.....

Ordered / received on^(*)(1)

Surname and first name of the^(*) Client(s)(2).....

Address:

Date:/...../20.....

Signature(s) of the^(*) client(s)(2)

(*) Delete as applicable

(1) Date on which the contract was signed

(2) Signatory(ies) of the contract