

Preamble

The inter-company electronic toll collection system offers users of light vehicles the possibility of using a badge to access lanes equipped with electronic toll collection at motorway company stations, toll operators and car park operators, and to benefit from a single invoice for the amount of their consumption.

I. Issuing company

The badge is issued by MOBILIS, a simplified joint stock company with a capital of 526 160 euros, whose registered office is located at 36 Rue du Docteur Schmitt, 21850 Saint Apollinaire, registered with the Dijon Trade and Companies Register under number 808 639 801, hereinafter referred to as "the issuing company", acting on its own behalf and, by virtue of a joint reciprocal mandate, on behalf of motorway concession companies, toll facility operators and car park operators that accept the badge as a means of payment for the sums due for using the aforementioned facilities.

II. Purpose of the contract

The purpose of this contract is to issue the Holder with badges accepted on the network of French motorway concession companies, toll facility operators (excluding the Mont Blanc and Fréjus tunnels), and, unless expressly restricted by the special conditions, car park operators with equipment marked with the "t" pictogram, for the payment of sums due for using the aforementioned facilities.

The Holder may, upon request, obtain one or more additional badges under the conditions set out in the price list appended below.

III. Contract holder

The Holder of this contract is a natural or legal person to whom the issuing company issues one or more badges.

IV. Contract subscription – Guarantee

IV.1 Subscription

The subscription to the contract and the issue of badges are subject to the provision of bank details and direct debit from an individual account opened with a bank located in one of the countries of the Single Euro Payments Area (SEPA).

Any person wishing to subscribe to this contract must provide the company with the following documents:

- for individuals, proof of identity or address; for legal entities, an extract from the trade and companies register or equivalent, as well as a power of attorney authorising the signatory to subscribe on behalf of the said legal entity;

- a completed, dated and signed subscription form,
- a completed, dated and signed SEPA direct debit mandate; the mandate expires after 36 months without any direct debits,

- a bank account number (RIB), postal account number (RIP) or savings account number (RICE) in IBAN (Issuer Bank Number Identification) format.

Depending on the payment terms accepted by the issuing company, additional guarantees may be requested from the Contract Holder.

By signing the subscription application, the applicant declares that they accept these general terms and conditions and the attached inter-company electronic toll subscription rates.

The issuing company is free to refuse the subscription application for a legitimate reason, such as the termination of a previous contract by one of the issuing companies for fraud or non-payment.

IV.2 Payment guarantee

A payment guarantee may be required upon signing the contract and/or during the term of the contract.

It shall be valid for the entire duration of the contract and shall serve to guarantee payment by the Holder of all sums due to the issuing company under the contract, including, where applicable, the costs of not returning the badge in good condition.

The payment guarantee shall consist of a security deposit, a bank guarantee or any other equivalent means accepted by the issuing company. If the payment guarantee consists of a security deposit per badge, it

shall not bear interest for the benefit of the Holder (see price list).

The issuing company may request an increase in the amount of the payment guarantee at the first sign of payment problems or, for merchants, in the event of a risk of insolvency. The amount of the guarantee required by the issuing company is capped at three times the highest monthly turnover including VAT achieved by the Holder on all the works referred to in Article II over the last twelve months.

Upon expiry of the contract, unless otherwise specified in the issuing company's special terms and conditions, the payment guarantee shall be released within 60 days (unless more favourable provisions are specified in the issuing company's special terms and conditions) after the date of collection of the last invoiced journey and after payment of the sums due by the Holder under this contract, including, where applicable, the costs of using the badge in good condition. Failing this, the payment guarantee will be invoked.

V. Contract term – Effective date

The subscription contract is concluded for an indefinite period and takes effect upon receipt of the first badge by the Holder, subject to the specific conditions of the issuing company.

VI. Use of the badge

VI.1 Conditions applicable to all uses

A - General

The badge holder must comply with the police and operating regulations in force on motorways, toll roads and car parks.

The Holder is solely responsible for the use of the badge issued and undertakes to comply with all instructions for use brought to their attention, in particular:

- not to have more than one active badge in their vehicle (a badge is considered active when it is no longer inside the protective pouch supplied with the badge);
- to position the active badge correctly on the windscreen in accordance with the instructions in the user manual provided with the badge by the issuing company.

Failure to comply with these instructions may result in a deterioration in service and the Holder may be subject to billing anomalies.

It is the actual presence of a valid, active badge correctly positioned in the vehicle that allows the Holder to benefit from the electronic toll payment contract and the privileges attached to it. Under these conditions, the electronic toll transaction takes precedence and excludes any other method of payment of the amount due, even partial. If the Holder wishes to pay the amount due outside the scope of the electronic toll contract, they must place their badge in non-active mode.

The badge is independent of the vehicle and can be used by the Holder in different vehicles. However, it must not under any circumstances be used at the same time for several vehicles following each other in the same lane or on several toll lanes.

B – Replacement or withdrawal of the badge

The badge remains the property of the issuing company, which may take the initiative to withdraw and/or replace it in the event of termination of the contract by the issuing company, fraud, alteration or counterfeiting of the badge, or incompatibility with improvements made to the electronic toll collection system.

In the event of technical failure of the badge, or to prevent any incident related to normal wear and tear, the issuing company will replace it free of charge as soon as possible upon return of the old one. If, after verification, the failure is attributable to the Holder, the issuing company will charge them for the cost of the damaged badge (see price list).

In the absence of a valid and active badge, another means of payment will be required.

An invalid badge may be withdrawn by the staff of the issuing company or a company referred to in Article II. The rental and sale of the badge by the Holder is prohibited and will result in the immediate termination of the contract.

VI.2 Conditions applicable to the use of badges for motorways and toll structures

A. Definition of authorised classes

On the network of motorway and toll road operators, the badge allows the Holder to pay tolls for vehicles in toll classes 1*, 2**, 5*** and those that can be downgraded to toll class 1****.

* Class 1: vehicles or combinations of vehicles with a total height of less than or equal to 2 metres and a gross vehicle weight rating (GVWR) of less than or equal to 3.5 tonnes.

** Class 2: vehicles or vehicle combinations with a total height greater than 2 metres and less than 3 metres and a maximum authorised laden weight (MAM) less than or equal to 3.5 tonnes.

*** Class 5: motorcycles, sidecars and trikes.

**** Vehicles that can be downgraded to Class 1: Class 2 vehicles adapted for the transport of disabled persons (upon presentation, at the toll booth, of the vehicle registration document bearing the word "handicap").

B. Conduct to be adopted by the Holder at toll stations To take full advantage of the electronic toll collection service, the Holder must use the lanes marked with the "t" symbol, both at the entrance and at the payment lane.

Class 1 vehicles must use the electronic toll lanes reserved for this class (generally equipped with a 2-metre height restriction).

Class 2 and 5 vehicles equipped with an electronic toll collection badge must use lanes marked with a "t" symbol at the entrance and a lane marked with a "t" symbol without a height restriction at the payment point.

The Holder undertakes to comply with:

- the signs indicating the vehicles accepted in the lanes (class, height restriction, reserved for class 1 light vehicles, reserved for class 5 motorcycles, etc.),
- traffic lights,
- traffic lights and barriers,
- a minimum distance of 4 metres between vehicles when passing through the entry or payment toll lane,
- recommendations and regulations contributing to personal safety.

In the absence of valid entry information, the motorway company reserves the right to apply the most expensive fare for the exit station in question (TLPC) at the exit.

C. Behaviour of the Holder in special situations

In the special situations described below, the Holder passing through a payment lane reserved for electronic toll collection (marked only with the "t" symbol) may be subject to a higher rate (rate for the most expensive journey, upgrade).

Special situations:

- Invalid input data (incompatible journey, expiry date exceeded).

- Class 5 vehicles using lanes reserved for vehicles with a height limit of 2 metres: by default, class 5 vehicles using this lane will be charged at class 1 rates.

Other situations:

- In the event of a malfunction of the badge or electronic toll collection equipment at the entrance, the Holder must take a transit ticket from the distribution terminal and hand it in at the exit (to the toll collector or, for an automatic lane, into the reader of the payment terminal provided for this purpose).

- When using an automatic lane, Cardholders using a class 1 vehicle with loads on the roof (total height greater than 2 metres) must stop in front of the payment terminal and use the assistance device provided.

- Holders using a class 2 vehicle adapted for the transport of disabled persons may benefit from a downgrade by using a lane with a toll booth and presenting their badge and vehicle registration document to the toll booth attendant. If there is no lane with a toll booth, they must call an operator using the intercom in the automatic lane.

In the automatic lane, in the event of any special situation, the Holder may use the assistance device provided, which allows them to contact an operator via intercom.

The use of an electronic toll badge by a class 2 vehicle in a lane reserved for class 1 vehicles (equipped with a height restriction) or by a class 3 or 4 vehicle is not authorised and is considered fraud.

VI.3 Conditions applicable to the use of badges for car parks

In the car parks referred to in Article II, the badge allows the Holder to pay the amounts due by using the lane(s) indicated by the "t" pictogram when exiting. It is advisable to check in advance the permitted height and any restrictions on access for LPG vehicles.

VII. Objection to the use of the badge

The Holder may only oppose the use of the badge in the event of its theft or loss.

Blocking must be reported immediately to the issuing company's points of sale or subscription service by any means and confirmed in writing (letter, fax, email) as soon as possible, quoting the badge number.

The badge will be invalidated upon receipt of the above-mentioned report.

The issuing company cannot be held liable for the consequences of a cancellation that does not originate from the Holder or their authorised representative. At the Holder's request, a badge with a different number will be issued to them as soon as possible.

Unless otherwise specified in the issuing companies' special terms and conditions, a new payment guarantee will be required from the Holder.

If the Holder recovers the badge that was reported lost or stolen, they must return it by registered post to the issuing company's subscription department or hand it in at one of the company's points of sale in exchange for a receipt.

The conditions for cashing or releasing the payment guarantee are specified in Article IV above.

The use by the Holder of a badge that has been reported lost or stolen is considered abusive and may result in the termination of this contract, without prejudice to the fees set out in the price list.

VIII. Return of the badge

VIII.1. At the initiative of the issuing company

In all cases where the issuing company requests the return of the badge(s) (in particular in the event of replacement of a badge that has been blocked and found by the Holder or in the event of non-return upon termination of the contract), the Holder must return it within thirty days of notification by the issuing company.

If the badge is not returned or is returned in poor working order within this thirty-day period, as applicable, any payment guarantee required will be immediately and definitively forfeited to the issuing company, and any management fees specified in the special terms and conditions will be invoiced to the Holder.

In all of the above cases, the badge may be returned, against receipt, to a point of sale of the issuing company. The toll amounts for journeys validated using improperly used badges will be charged regardless of any criminal proceedings that the issuing company reserves the right to initiate.

VIII.2. At the initiative of the Holder

The Holder may return his/her badge(s) at any time.

The return of a badge in poor working order will result in the badge being invoiced at the current rate or the acquisition of a payment guarantee by the issuing company.

The return of the badge shall be without prejudice to the specific conditions relating to the management fees attached to the contract.

IX. Change of identification of the Holder

When the Holder changes their address, SIRET number, name or company name, they must notify the issuing company in writing within thirty days.

When the Holder changes their bank details, they must inform the issuing company, which will provide them with the necessary documentation for this change.

The change will take effect no later than forty days after the issuing company receives the aforementioned document, duly completed, and the corresponding IBAN bank account details. If, for any reason, the change of bank details results in the expiry of a

guarantee, the Holder must provide an equivalent guarantee without interruption.

Failure to comply with these clauses or revocation by the Holder of the SEPA direct debit mandate shall automatically result in the termination of the contract.

X. Invoicing and payment

X.1 Billing details

The issuing company shall draw up a statement of transactions (journeys and parking) carried out by the Holder during the previous billing period.

The statement of consumption specifies, for each badge and for each transaction:

- with regard to journeys made on motorways (for which it is specified that the national toll motorway network includes sections operated jointly by several of the companies referred to in Article II, certain journeys may be broken down on the statement of journeys by the motorway company concerned):

- the date of passage through the toll station,
 - the toll class,
 - the journey made,
 - the toll amount including VAT.
- with regard to parking in car parks:
 - the date of exit from the car park,
 - the total parking fee including VAT,
 - the name of the car park.

The invoice and transaction statement provided for in this article are the only documents issued, with the recording of the transaction at the toll booth or car park exit constituting proof of passage.

X.2 Billing procedures

Based on the transaction statement, the issuing company shall invoice the amounts owed by the Holder during the period in question for transactions on the networks of the operators referred to in Article II, and any amounts owed by the Holder under this contract.

This invoice specifies the date of the direct debit, if applicable, and the Cardholder's bank details.

The invoice does not constitute a settlement of all accounts for transactions carried out by the Holder during the period in question. Any transaction carried out during the period but not appearing on the statement will be included on one of the following invoices.

Unless otherwise specified by the issuing company, the invoice shall be printed on paper and sent to the Holder on a monthly basis.

However, individuals and legal entities not subject to VAT may, depending on the issuing companies, have the option, when signing the contract or during its execution, to opt for the "Internet invoice" service, which is subject to special conditions, instead of the paper invoice.

X.3 Payment of invoices

Invoices are payable in euros, within the maximum period stated on the invoice and according to the payment method chosen when signing the contract.

X.4 Treatment of unpaid bills – Effects

In the case of direct debit, if the initial direct debit is rejected, a second direct debit for the same amount may be made.

In the event of non-payment of the invoice in full, a formal notice to pay shall be sent by the issuing company to the Contract Holder. The special conditions may stipulate that this formal notice be preceded by a second presentation of the invoice by ordinary letter. The formal notice shall specify:

- the amounts outstanding on the due date of the last invoice;
- unless otherwise specified in the issuing company's special terms and conditions, late payment penalties defined in accordance with the terms of Article L.441-6 of the French Commercial Code, applied to the amounts remaining due from the invoice due date; these penalties shall be added to the principal amount; all journeys and parking sessions completed and not yet invoiced shall then be immediately payable;
- where applicable, the obligation to return the badge(s).

The special conditions may provide that the issuing company shall accompany this formal notice and, where applicable, the second presentation of the invoice, with measures to suspend the performance of

the contract by blocking the badge(s) until payment is received, as well as late payment penalties.

In the event of non-payment within the period specified in the formal notice, the contract shall be terminated automatically unless the issuing company grants the Contract Holder additional time to fulfil their obligation, during which time it may, in particular, maintain the suspension of the badge(s) until payment is received.

The Holder is informed that a badge reactivation period may be necessary in the event of payment after a period of suspension.

It is specified that, for Holders who have subscribed or are acting in a professional capacity, a fixed compensation fee for recovery costs, in the amount of 40 euros, shall be payable, automatically and without prior notification by the issuing company, in the event of late payment. The issuing company reserves the right to request additional compensation from the Cardholder if the collection costs actually incurred exceed this amount, upon presentation of supporting documents.

In the event of recovery through legal enforcement, the Holder shall also be required to pay the issuing company the sums corresponding to the costs of the enforcement itself.

The Cardholder declares that they are aware that the issuing company benefits from subrogation granted by the operators referred to in Article II for the amicable and judicial recovery of debts arising from this contract.

XI. Amicable claims

Any amicable complaint concerning the items on an invoice shall be accepted within 90 days of its date of issue and must be submitted exclusively to the issuing company by post or email addressed to the point of sale whose contact details appear at the top of the invoice, quoting the badge number.

A complaint does not exempt the Holder from paying the disputed invoice.

In the event of a complaint, the issuing company will conduct an investigation. Any corrections resulting from the investigation will be made at a later date.

The issuing company will provide proof of the transaction(s) by means of records made by computer systems.

XII. Termination – Effects

XII.1 By the Holder

The Holder shall inform the issuing company of their wish to terminate this contract either at a point of sale of the issuing company or by registered letter with acknowledgement of receipt addressed to the issuing company.

Termination shall take effect upon return of the badge(s) and after payment of all sums due.

XII.2 By the issuing company

The issuing company may terminate this contract as of right in the event of non-fulfilment of any of the obligations incumbent on the Holder (in particular in the event of fraud or total or partial non-payment of the amounts due) or in the event of the electronic toll collection service being discontinued.

In the event of failure to fulfil any of the obligations incumbent upon the Holder, termination shall take effect immediately without notice.

In the event of the electronic toll collection service being discontinued, the issuing company shall inform the Holder by registered letter with acknowledgement of receipt, specifying the effective date of termination, with one month's notice subject to the specific conditions of the issuing company.

XII.3 Outstanding amounts

In the event of termination, the issuing company shall invoice the amounts due under this contract.

XIII. Dispute resolution

For the Holder of this contract who is not a trader, disputes shall be brought before the competent courts. For the Holder of this contract who is a trader, and in the absence of an amicable agreement, any dispute that may arise between the parties shall be brought exclusively before the competent court in the jurisdiction of the registered office of the issuing company referred to in Article I.

These clauses shall apply even in the event of third-party proceedings or multiple defendants.

French law shall be solely applicable to this contract.

XIV. Contractual amendments and service rates

The issuing company reserves the right to make any changes to these general terms and conditions. These changes will be brought to the attention of the Holder. If the Holder does not accept these changes, they must terminate the contract under the conditions defined in Article XII-1. Failure by the Holder to respond in writing within one month shall be deemed to constitute acceptance on their part.

All components of the price list are subject to review, in particular in the event of changes in toll or parking rates, and will therefore not be subject to an amendment. Changes to toll and parking rates and the price list shall apply as soon as they come into force.

XV. Data protection

The Holder is informed that, upon subscription and during the term of the contract, personal data will be collected by the issuing company.

This data will be used for the purposes of managing the contract in its various aspects and may also be used for commercial prospecting operations.

The data collected is intended for the issuing company and the operators referred to in Article II of these general terms and conditions, as well as their subcontractors. Furthermore, the issuing company may communicate the data collected to its partners if the Holder expressly authorises it to do so.

The Contract Holder is informed that they have the right to access, rectify, object to receiving commercial prospecting, restrict, transfer and erase personal data concerning them. These rights may be exercised by contacting the issuing company, which is responsible for processing the data collected and whose contact details are given in the special terms and conditions of the contract.

Upon termination of the contract, the personal data collected will be erased at the latest at the end of the legal limitation periods and legal retention periods.

XVI. Consumer mediation

The issuing company has set up a mediation service to enable consumers, if they so wish, in accordance with Article L 612-1 of the French Consumer Code, to refer the matter to the consumer mediator with a view to reaching an amicable settlement of the dispute between them and the issuing company, in the absence of a resolution of a prior written complaint addressed to the issuing company.

The contact details of the consumer mediator are indicated in the special terms and conditions of sale agreed between the holder and the issuing company.