

## GENERAL REGULATIONS FOR USE OF THE METROPOLITAN CHARGING SERVICE FOR ELECTRIC AND PLUG-IN HYBRID VEHICLES

February 1, 2025

### PREAMBLE

The Métropole Nice Côte d'Azur (MNCA) provides an innovative network of self-service charging stations under the general access and usage conditions (CGAU) defined in these regulations ("**Regulations**"). The operation of this network, called "Prise de Nice," has been entrusted to IZIVIA, a Public Limited Company with a share capital of €19,955,488, headquartered at Immeuble Le Colisée – 8 avenue de l'Arche – 92419 COURBEVOIE, registered with the Nanterre Trade and Companies Register under number 419 070 180 (the "**Operator**").

These charging stations, installed throughout the MNCA territory, including in park-and-ride facilities of the Régie Lignes d'Azur (P+R RLA) or in surface parking lots, provide charging power ranging from 3 kW up to 150 kW to meet various needs. Except for stations located in P+R facilities, which are only available during their opening hours, the metropolitan charging network is available 24/7, except in cases of force majeure or events beyond the Operator's control, as detailed in these Regulations.

These Regulations are supplemented by a Subscription Form available online at <https://www.prisedenice.fr/portal/#/>. Together, these documents form the Contract, as defined below, constituting an indivisible set.

### 1. DEFINITIONS

The terms beginning with a capital letter in these Regulations have the meanings given below:

"**Subscriber**": refers to any individual or legal entity (private or public) who has subscribed to the Charging Service through one of the Formulas offered on the website or the dedicated mobile application.

"**Access by**": Refers to a non-subscription option provided by the Operator that can be added to the Prise de Nice Pass, available only when subscribing to one of the Formulas that allow access to Third-Party Charging Stations in France and Europe, in addition to the Prise de Nice network.

"**Accessory(ies)**": Refers to any approved equipment allowing the connection of the Vehicle to a Charging Station. A compliant connection cable provided by the Subscriber, Roaming User, or Anonymous User is considered an Accessory.

"**Application**": Refers to the mobile application available free of charge as part of the Charging Service Contract, named Prise de Nice, running on iOS and Android, allowing the Subscriber or User to locate Charging Stations, create and access a Personal Space, subscribe to a Formula, and purchase a One-Time Charging Code.

"**Third-Party Badge(s)**": Refers to badge(s) offered by other mobility operators allowing a Roaming User to access and use Charging Stations covered by the Contract.

"**Charging Station(s)**": Refers to one or more electric vehicle charging stations operated by the Operator and available as part of the Charging Service covered by these Regulations. A Charging Station is equipped with one or more Charging Points.

"**Third-Party Charging Station(s)**": Refers to one or more electric vehicle charging stations outside the Prise de Nice network that a Subscriber can use with the Prise de Nice Pass or the Application, provided they have subscribed to the Access by option as part of Outgoing Roaming Charging. The map of Third-Party Charging Stations is available and updated on the Prise de Nice Website and Application.

"**One-Time Charging Code**": Refers to a unique-use code allowing an Anonymous User to charge their

Vehicle at one of the Charging Stations.

**"Contract"**: Refers to the Charging Service contract subscribed to by the Subscriber or the Anonymous User with the Operator. The Subscription Form and these Regulations form the Contract.

**"Personal Space"**: Refers to the online management space accessible for free by the Subscriber via a dedicated section on the Prise de Nice Website or Application, after authentication, where the Subscriber can manage personal information, view invoices, check usage statements, and receive updates from the Operator.

**"Subscription Form"**: Refers to the subscription form completed and accepted by the Subscriber or the Anonymous User via the Website or Application. The Subscription Form is an integral part of the Contract.

**"Formula(s)"**: Refers to one of the Formulas offered to the Subscriber under the Contract, with the applicable pricing detailed below, on the Application, and on the Prise de Nice Website.

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

**"Roaming User"**: Refers to any individual or legal entity using the Charging Stations under the Incoming Roaming Charging model.

**"Incoming Roaming Charging"**: Refers to the ability for a Roaming User to access and use the Charging Stations using a Third-Party Badge without having a direct contract with the Operator.

**"Outgoing Roaming Charging"**: Refers to the ability for a Subscriber to access and use Third-Party Charging Stations using the Prise de Nice Pass or the Application under a specific Formula and the Access by option, without requiring a separate subscription with Third-Party Charging Station operators.

**"Prise de Nice Pass"**: Refers to the RFID badge(s) provided to the Subscriber upon subscription or during the Contract period, allowing access to the Charging Stations within the Charging Service and enabling Outgoing Roaming Charging. The use of the Prise de Nice Pass is subject to these Regulations.

**"Person"**: Refers to an individual or legal entity (private or public) wishing to access the Charging Service through one of the Formulas offered on the website or the dedicated mobile application.

**"Charging Point(s)"**: Refers to an interface integrated into a Charging Station (Third-Party included) associated with a parking space, allowing one Vehicle to be charged at a time.

**"Charging"**: Refers to the various vehicle charging options provided by the Charging Service, with power levels ranging from 3 kW up to 150 kW.

**"Charging Service"**: Refers to the charging service governed by these Regulations, as defined in Section 2.

**"Website(s)"**: Refers to the Prise de Nice Website, the Online Payment Website, or both.

**"Online Payment Website"**: Refers to the Prise de Nice online payment website, accessible at: <https://paiement.prisedenice.fr/#/home>.

**"Prise de Nice Website"**: Refers to the official Prise de Nice website accessible at: [www.prisedenice.fr](http://www.prisedenice.fr).

**"Charging Station Locations"**: Refers to specific charging areas consisting of one or more parking spaces equipped with Charging Stations. The map of Charging Station Locations is available on the Prise de Nice Website and Application.

**"User"**: Refers to either a Roaming User or an Anonymous User.

**"Anonymous User"**: Refers to any individual or legal entity (private or public) using the Charging Service via the Application or the Online Payment Website without creating an account in the Personal Space.

**"Vehicle(s)"**: Refers to the electric or plug-in hybrid vehicle owned by the Subscriber or User for which the Charging Service is used. Unless otherwise specified, "Vehicle" refers to both the vehicle itself and its Accessories. Depending on the Charging Station, the Vehicle may be a passenger car, a light commercial vehicle, or an electric two-wheeler (e.g., electric scooters and motorcycles).

## 2. PURPOSE OF THE REGULATIONS - DESCRIPTION OF THE RECHARGING SERVICE

These Regulations and the annexed pricing grid define the GTAU of the Charging Service between the Operator and the Person wishing to access the service (future Subscriber), the Subscriber, or the Anonymous User. The use of the Charging Service and the Charging Stations is subject to the acceptance and compliance by the Subscriber or the Anonymous User with the rights and obligations provided in these Regulations.

The Subscriber or Anonymous User must review these documents before using the Charging Service. In this respect, they are binding in accordance with the terms of Article 1119 of the Civil Code.

Prior to entering into the Contract, the Regulations are provided to the Subscriber or the Anonymous User. The latter acknowledges having received the Regulations and all the information listed in Article L. 221-5 of the Consumer Code in a readable and comprehensible manner on a durable medium prior to the conclusion of the Contract.

The Charging Service includes the following services:

- **Access to Vehicle Charging**  
As part of the Charging Service, the Subscriber or Anonymous User can charge their Vehicle at a Charging Station, in a parking space equipped with a Charging Station.  
The Subscriber accesses and uses the Charging Service through a subscribed Formula, using the Prise de Nice Pass or the Application.  
Under a single Contract, depending on the subscribed Formula, one or more Prise de Nice Passes can be ordered and activated. This number is indicated in the Subscription Form.  
The Anonymous User accesses and uses the Charging Service via the Application or the Online Payment Website by purchasing a One-Time Charging Code (Paynow).
- **Access to the Personal Space for Subscribers who have subscribed to a Formula.**
- **Access and use of Third-Party Charging Stations using the Prise de Nice Pass, for Subscribers who have subscribed to a Formula and the Access by option**, as part of Outgoing Roaming Charging, according to the conditions and terms defined below.

## 3. CONDITIONS AND TERMS OF ACCESS TO A FORMULA AND THE ACCES BY OPTION – PURCHASE OF A ONE-TIME CHARGING CODE

### 3.1. Access to a Prise de Nice Formula

Access to a Formula is open to persons who wish to be Subscribers to the recharging service, subject to acceptance of and compliance with the present Rules, provision of the required information and payment of the inherent fees mentioned in article 8.1 of the present Rules.

The Person may apply for one or more of the Formulas offered by logging on to the Prise de Nice website or using the dedicated Application. The Subscriber must follow the various steps proposed and must :

- Enter your first and last name, postal address, cell phone number, e-mail address and date and place of birth;
- enter a recurring payment method ;
- provide a copy of the vehicle registration certificate;
- send a KBis extract for professionals only;
- send a copy of the business card for cabs only;
- select one of the formulas on offer, and order the number of badges required;
- read and accept the present regulations;

- validate your access and order then,
- pay the fees mentioned article 8.1 of these Regulations.

The Operator will then acknowledge receipt of the Person's request by sending a summary e-mail to e-mail address provided. The Prise de Nice Pass(es) will be sent by post to the Subscriber within a maximum of 10 working days from receipt of this e-mail. Upon receipt of the Prise de Nice card, the Person becomes a Subscriber to the service.

The Subscriber declares that all information and documents provided at the time of subscription are accurate and undertakes, in the event of any modification, to inform the Operator, within 15 days of the modification, by calling the Customer Relations Centre on 04 22 13 13 22 (toll-free number) or via the dedicated Personal Space on the Prise de Nice website. If the Subscriber provides an incorrect or incomplete postal address, the Operator will do everything in its power to obtain a correct address in order to send the Prise de Nice Pass as quickly as possible. If there is no response to the Operator's request to verify the address, the Subscriber will be reimbursed for the sums paid at the time of ordering within two (2) months. The Prise de Nice Pass will then be deactivated, and the Subscriber will only retain access to his or her Personal Space, and will be able to pay bills and, where applicable, carry out any procedures relating to his or her personal data.

Reminders are sent to the e-mail address provided by the Subscriber at the time of registration. If the postal address given is obviously incorrect or incomplete, the Operator will not send the Nice Prise Pass. However, in the event of return of the Nice Prise Pass, the Operator will bear the shipping costs. Failure to notify or the provision of insufficient or erroneous information may result in the automatic termination of the Formula(s) by the Operator.

The Operator reserves the right to verify the accuracy of the documents and information required by the Regulations and, if necessary, to refuse Vehicle access to the Recharge Service. Thus, if there are indications that the data provided is not accurate (e.g. unassigned telephone number), the Operator reserves the right to access to the Recharge Service for the subscriber concerned. The Operator will inform the Subscriber, who must update and correct his or her information before accessing the Recharge Service again.

### 3.2. Access to Access by option

If the User wishes to benefit from outgoing Roaming of the Recharge, he/she must subscribe to the Access by option. To do so, the Person must follow all the steps defined in article 3.1 of the present Rules and at the time of requesting access to the option as indicated above, and the Person must also :

- click on the Access by option in the "Formulassection";
- take cognizance of and accept the Operator's GCUA;
- pay the above-mentioned fee (payment, no subscription).

The conditions of use of the Access by option are defined in the Operator's GCUA.

### 3.3 Recharge Code

The Anonymous User may access and use the Recharge Service by purchasing a Recharge Code per Unit from the Online Payment Website or the Application, subject to prior acceptance of and compliance with the rules and regulations of the Online Payment Website.

The Anonymous User must make his request when he is in front of a Charging Station and then follow the instructions below and on the Charging Station.

- Either from the Online Payment Application or Website, in which case the Anonymous User must :
- Select the charging station where you wish to recharge;
  - Click on "Next";

- Select the type of connector and the side of the terminal used;
- Enter your e-mail address ;
- Read and accept the rules of the Online Payment Website ;
- Enter your bank details (to make the bank imprint; check with your bank) ;
- Confirm your request.

Or from the QR Code on the Refill Station, in which case the Anonymous User scans the QR Code with his cell phone to enter his bank details and obtain pre-authorization for the amount of the Refill he wishes to make.

The Operator draws the User's attention to possible fraudulent QR Codes. The User must check that the Prise de Nice QR Code refers to [payment.prisedenice.fr](http://payment.prisedenice.fr). The Anonymous User receives an e-mail confirming his request and a six-digit code to start his Recharge.

He must then start the Recharge under the conditions indicated article 4.3.2 of the present Rules.

## **4. CONDITIONS ACCESS AND USE OF THE RECHARGING SERVICE**

### 4.1 Consistency of the Recharge Service

#### 4.1.1. General case

As part of the Charging Service, the Operator enables Subscribers and Users to recharge their Vehicles on the metropolitan network of Charging Stations, regardless of the type of station and with charging capacities from 3 kW up to 150 kW, with the exception of Charging Stations reserved for Taxis.

#### 4.1.2 Special cases: Taxis

As part of the Charging Service, the Operator allows Taxis to recharge their Vehicles on the entire metropolitan network of Charging Stations, including the Charging Stations located in cab stands reserved exclusively for Taxis.

### 4.2 Location of charging stations

The location of all charging stations in metropolitan France, including those in park-and-ride facilities, surface parking lots and cab ranks, is available on the Website and Application, along with specific information on their use.

### 4.3 Conditions access and use of the Recharge Service

#### 4.3.1 Pass Prise de Nice

Each Prise de Nice Pass enables the Subscriber to Recharge a Vehicle at Recharge Stations accessible within the framework of the Formula subscribed to, as well as at Third-Party Recharge Stations within the framework of outgoing Recharge Roaming, subject in this case to having subscribed to the Access by option. The Prise de Nice Pass is used start or stop the Recharge and the associated billing. The various steps involved in accessing and terminating a Vehicle's Recharge using a Prise de Nice Pass may vary according to the Recharge Stations used.

The terms of use of the Charging Station are specified on the Station itself, and are available on the Prise de Nice Website, the Application and in article 4.3.2 below.

The Prise de Nice Pass is not a means of payment. It is the property of the Subscriber upon receipt and requires activation by the Subscriber on the Prise de Nice Site or Application to become functional, using the activation number and code printed on the Prise de Badge. The duration of validity of the Prise de Nice Badge(s) corresponds to the duration of the Contract.



#### 4.3.2 Terms and conditions access and use of charging stations

Subscribers access and use the Charge Stations using a Prise de Nice Pass or the Application.

To use a Charging Station, the Subscriber or User must park the Vehicle on a space at a Charging Station that can be identified by specific signage and ground markings. To connect and recharge his Vehicle at a Charging Station, the Subscriber or User must only use the Charging Station cable when it is attached to and forms an integral part of the Charging Station, to the exclusion of any other Accessory. Before any use, the Subscriber or User must ensure that he has an approved cable compatible with the Charging Station and allowing connection of his Vehicle. The Subscriber or User undertakes to use the socket that corresponds to his or her needs and to the technical characteristics of his or her Vehicle.

To recharge your vehicle :

- The Subscriber must pass his or her Nice Prise Pass over the charging station's badge reader (or use his or her Application) to unlock access to the Charging Point and allow the Vehicle to be plugged in. The Subscriber must then connect the charging cable to the Charging Point and to the Vehicle.
- The Anonymous User scans the QR Code present on the Charging Station and enters the access communicated by the Operator to his e-mail address in the Application in order to launch the unlocking process. The Anonymous User must then connect the charging cable to the Charging Point and to his Vehicle.

To stop charging your vehicle :

- The Subscriber must pass his Nice Prise Pass over the charging station badge reader and release the charging station by disconnecting the charging from the charging station and his vehicle. The Subscriber can also interrupt the Charging process using the Application.
- The Anonymous User interrupts his Recharge using the Application.

If the cable used is that of the Charging Station, the Subscriber or User replaces in the Charging Station. The Charging Station is considered released when the Vehicle is no longer connected to the Station, when the Charging Station cover is closed by the Subscriber or User, and when the Vehicle is no longer parked in the corresponding parking space. If the Charging Station cannot be properly released, the Subscriber or User must notify the Charging Station's technical assistance department using the telephone number shown on the Charging Station.

#### 4.3.3 Conditions access and use of Third-Party Charging Stations using a Pass Prise de Nice or the Application

The use of Third-Party Charge Stations by the Subscriber using a Pass Prise de Nice or the Application must be carried out in accordance with the conditions of use laid down by the operator of the said stations (outgoing Roaming Recharge) and in compliance with the instructions for use shown on the Third-Party Charge Stations.

#### 4.3.4 Conditions of access and use of Third-Party Badge charging stations

Charging Stations may also be accessible to itinerant users with Third Party Badges. In this case, Charging Stations must be used in accordance with the present Regulations, the instructions for use on the Charging Stations and the conditions of use of the Third Party Badges issued by the operators. The list of third-party operators with which the Prise de Nice network is interoperable is available on the Prise de Nice website, on the home page.

#### 4.3.5 Security

The Subscriber's or User's attention is drawn to the need to ensure that the Accessories are in good condition before using the Charging Stations. The Subscriber or User must remain

be alert to any warning lights on the Charging Station and/or the Vehicle. In the event of an alert, such as an anomaly or malfunction observed on a Charging Station, the Subscriber or User will take all precautionary measures to ensure the safety of the Vehicle and third parties, such as disconnecting the Vehicle without delay, activating the emergency stop button and calling the technical assistance service indicated on the Charging Station.

## **5. COMMITMENTS AND RESPONSIBILITY OF THE SUBSCRIBER AND THE USER**

The Subscriber or User undertakes to comply with the rules governing the use and safety of the Recharge in accordance with the present Rules and Regulations and, having accepted them, to :

- make normal use of the charging stations in accordance with their intended purpose and the technical characteristics of the vehicle;
- comply with the vehicle manufacturer's instructions on maximum recharge time and power;
- connect only commercially available electric or plug-in hybrid vehicles to the charging stations;
- report as soon as possible any anomaly or malfunction of a metropolitan France Charging Station, by contacting the Operator's Customer Relations Centre (04 22 13 13 22 - toll-free number), by e-mail ([serviceclient@prisedenice.fr](mailto:serviceclient@prisedenice.fr)) or via the section You can also use the "contact" button on the Prise de Nice website or the Application.
- when using Third-Party Charging Stations with the Pass Prise de Nice or the Application, comply with the conditions and instructions for use laid down by the operator of the Third-Party Charging Station.

The Subscriber is solely liable to the Operator, in particular if he/she orders or entrusts one or more Prise de Nice Passes to a third party.

The Subscriber's or User's attention is drawn to the fact that parking spaces reserved for the Recharging Service may only be used for the purposes of Vehicle Recharging in accordance with the present Regulations. Consequently, it is strictly forbidden for the Subscriber or User to park in a parking space reserved for the Recharging Service if the Vehicle is not connected. Any abusive parking on parking spaces reserved for the Recharge Service in disregard of the aforementioned prohibition will result in a fine being issued by the police.

The vehicle remains in the custody of the Subscriber or User, while Recharging and parked. Neither the Operator, nor the Métropole Nice Côte d'Azur, nor the Régie Lignes d'Azur assume any obligation of surveillance, and shall in no case be held responsible for any deterioration or disappearance of the Vehicle not resulting from their fault, in particular in the event of an act of vandalism.

The Subscriber or User is responsible for his or her Vehicle and Accessories, both to the Operator and to third parties. The Subscriber or User assumes full and complete custody of the Vehicle and its Accessories while Charging and/or parking at the Charging Stations.

Subscribers and Users are required to comply with all applicable parking regulations.

Except in the case of force majeure as defined by article 1218 of the French Civil Code, the Subscriber or User is liable to the Operator for any damage and any costs incurred by the Operator in the event of use of a Charging Station and/or Accessories that do not comply with the present Regulations and that are attributable to the Subscriber or User and that have caused damage to the Charging Station(s). The liability of the Subscriber or

the User may in particular include the cost of repairs necessary to enable normal operation of the Charging Station concerned.

## 6. RIGHT OF WITHDRAWAL

### **The Subscriber who has ordered a Prise de Nice Pass**

In application of the French Consumer Code (art. L. 221-18 to L.221-28), the consumer Subscriber benefits, in the case of an order for a Pass Prise de Nice (including additional Pass Prise de Nice(s)), from a right of withdrawal which he/she may exercise without penalty and without giving reasons, within a period of fourteen (14) clear days from the date of receipt of the said Pass. If this period expires on a Saturday, Sunday or public holiday, the period is extended to the next working day.

To exercise his/her right of withdrawal, the Subscriber must send the withdrawal form provided in these Rules and Regulations together with the Nice Prise Pass (if received) to the address indicated on said form. The Subscriber may also exercise his/her right of withdrawal by means of any other unambiguous statement expressing his/her wish to withdraw, subject to returning the Nice Prise Pass (if received) to the address indicated on the withdrawal form. The retraction request takes effect immediately upon receipt by the Operator. It results in the deactivation of the Subscriber's Prise de Nice Pass(es).

It is specified that the cost of returning the Prise de Nice Pass is borne by the Subscriber, and that the Pass must be returned in perfect working order.

When the right of withdrawal is exercised, and subject to the paragraph "*The Subscriber wishing to benefit from the Recharge Service before the expiry of the withdrawal period*", the Operator reimburses the Subscriber, where applicable, for all sums paid for the Prise de Nice Pass and the associated Formula, within fourteen (14) days of the date on which the Operator was informed of the Subscriber's decision to withdraw. The Subscriber will be reimbursed using the same method payment used to subscribe to the Contract.

### **The Subscriber who has subscribed to a Formule**

In application of the French Consumer Code (art. L. 221-18 to L.221-28), the consumer Subscriber who has subscribed to a Formula has a right of withdrawal which he/she may exercise without penalty and without giving reasons, within fourteen (14) clear days of subscribing to the Formula. If this period expires on a Saturday, Sunday or public holiday, it is extended until the next working day.

To exercise his right of withdrawal, the Subscriber must send the withdrawal form provided in these Rules to the address indicated on the said form. The Subscriber may also exercise his right of withdrawal by means of any other unambiguous statement expressing his wish to withdraw at the address indicated on the withdrawal form. The withdrawal request takes effect immediately upon receipt by the Administrator.

When the right of withdrawal is exercised, and subject to the paragraph "*The Subscriber wishing to benefit from the Recharge Service before the expiry of the withdrawal period*", the Operator reimburses, if , the Subscriber for all sums paid the Formula within fourteen (14) days of the date on which the Operator was informed of the Subscriber's decision to withdraw. The Subscriber will be reimbursed using the same method of payment used to subscribe to the Contract. However, the Subscriber remains liable for the services rendered and, where applicable, the subscription fee until the date on which he/she exercises this right.



A Subscriber who has exercised his or her right of withdrawal following the subscription of a Formula may immediately, after exercising this right, request to subscribe to another Formula. This will in no way affect the right of withdrawal applicable to the new Formula.

### **The Subscriber wishing to benefit from the Recharge Service before the expiry of the withdrawal period**

The Subscriber who, in particular, requests a single Unit Recharge Code before expiry of the withdrawal period (see above), or subscribes to a Formula and/or activates an additional Prise de Nice Pass, is considered to have expressly requested to benefit from the Recharge Service before expiry of the withdrawal period within the meaning of article L.221-25 of the French Consumer Code.

Where the Subscriber has expressly requested to benefit from the Recharge Service before the expiry of the withdrawal period and has subsequently exercised this right, the Subscriber is liable for the sums due to the Operator for the use of the Recharge Service up to the date of exercise of the right of withdrawal. These sums are calculated in accordance with article 7 of the present Rules.

### **The Subscriber who has used Unit Recharge Code**

In the event of a remote request for a Unit Recharge Code in accordance with the present Rules, the Operator notifies the Subscriber that the right of withdrawal does not apply to the Recharge made with the said code. This exclusion applies insofar as the Subscriber requests that the Recharge be completed before the expiration of the withdrawal period.

## **7. COMMITMENTS AND RESPONSIBILITIES OF THE OPERATOR**

Under no circumstances may the Operator be held responsible for loss or damage caused to the Vehicle and its Accessories during Recharging. The Operator assumes no obligation of supervision and shall in no event be liable for any deterioration or disappearance of the Vehicle through no fault of its own, in particular in the event of acts of vandalism.

As the Charging Service is based on the principle of self-service, the Operator cannot be held responsible for the absence of available Charging Stations or for any malfunction linked to the Charging Stations or Third-Party Charging Stations.

In general, the Operator assumes no responsibility towards the Subscriber for services provided by Third Party Charging Station operators (such as, but not limited to: unavailability, malfunction of Third Party Charging Stations or damage of any nature whatsoever suffered by the Subscriber when using Third Party Charging Stations) or by the interoperability platforms used for outgoing Roaming Charging.

The Operator cannot be held liable to the Subscriber or User for :

- loss of or damage to the Subscriber's or User's personal belongings during the Recharge;
- in the event of fraud ;
- in the event of misuse or use of a Pass Prise de Nice that does not comply with its intended purpose;
- temporary disruption or malfunction the Charging Service, one or more Charging Stations, the Websites or the Application, which may be disrupted or rendered temporarily unavailable in the following cases:
  - o total or partial disruption and/or unavailability of GSM/GPRS/3G/4G/5G networks,

- disruptions caused maintenance, reinforcement, redevelopment or extension work on GSM/GPRS/3G/4G/5G network installations by the telecommunications operator used by the Operator,
- degradation of the GSM/GPRS/3G/4G/5G or GPS signal due, in particular, to weather conditions,
- impossibility of providing the Charging Service, inaccessibility or unavailability of one or more Charging Stations due to road or network works initiated by a third party requiring the decommissioning of structures, in particular on the initiative of public authorities;
- power cut not caused by the Operator,
- in the event of force majeure as defined in article 1218 of the French Civil Code or any governmental or legal restriction adopted to limit the spread of a virus qualified by the authorities as stage 3 of the epidemic or other applicable equivalent;
- indirect damages such as loss of market, commercial loss, loss of clientele, commercial disturbance of any kind, loss of profit, loss of brand image.

The Operator cannot be held responsible for the non-functioning or malfunctioning of the Charging Stations, for total or partial unavailability of the Charging Service and for any resulting damage to its Subscribers.

The Operator will make its best efforts to resolve any problem encountered by the Subscriber that the latter has brought to its attention within a reasonable period of time. The Operator cannot guarantee that a response can be provided to the Subscriber within a short period of time. In any event, the Operator cannot guarantee that the problems brought to its attention can be resolved, even partially. In this respect, it is bound only by an obligation of means.

## **8. PRICES - INVOICING AND PAYMENT TERMS**

### **8.1 Pricing**

The costs accessing and using the Recharge Service are appended to these Regulations.

#### 8.1.1 Subscription fees

Subscription to a Formula by the Subscriber gives rise to the invoicing of a subscription fee, the amount of which is mentioned in the appendix to the present Regulations, the Form, on the Websites and on the Application. Downloading and using the Application is free of charge (with the exception of any communication charges applied by the Subscriber's telephone operator).

#### 8.1.2 Price a Pass Prise de Nice

The price of each Nice Prise Pass ordered is indicated when the Nice Prise Pass is ordered, according to the price indicated in the appendix to the present Regulations and available on the Internet Sites and on the Application.

For each additional Prise de Nice Pass requested, whether to equip a second Vehicle or to have an additional Prise de Nice Pass for the same Vehicle, the price of the additional Prise de Nice Pass applies in accordance with the scale appended to the present Rules, and as mentioned on the Form, the Websites and on the Application.

#### 8.1.3 Service Price

##### a) as part of a Formula or a Unit Charging Code at Charging Stations

The costs accessing and using the Recharge Service are appended to these Regulations and are available on the Websites and on the Application.

The fee schedule is defined according to time slots. Any time slot started is due in full. Power output may vary according to vehicle model. The rate applied is

depending on the charging power delivered by the Charging Station, i.e. less than or equal to 22 kW, from 23 to 50 kW inclusive, and greater than 50 kW and up to 150 kW.

When ordering an additional Pass Prise de Nice, the Subscriber must specify whether he/she wishes to attach the second Pass Prise de Nice to the first, in which case the Subscriber pays for only one Formula. If the Subscriber wishes to have a second Prise de Nice Pass for his/her second Vehicle, without sharing the rights of the first Prise de Nice Pass, in this case he/she subscribes to a second Formula.

In the case of recharging at fast charging stations (with a power rating of 50 kW or more), a dissuasive charge is applied after the 3<sup>rd</sup> quarter-hour. A vehicle is generally fully recharged within three quarters of an hour of recharging. After that, the Vehicle must be removed to make room for other Subscribers or Users.

In the case of charging at accelerated charging stations (power less than or equal to 22 kW), a dissuasive and progressive pricing system is introduced from the 3<sup>rd</sup> hour and the 5<sup>th</sup> hour. As most of the time, this is top-up charging, and the vehicle is rarely completely discharged, the first two hours of charging allow almost all the battery's capacity to be recovered.

#### *b) as part of the outbound roaming of Recharge*

Access to and use of Third-Party Charging Stations by the Subscriber using a Prise de Nice Pass or the Application, as part of outgoing Roaming Recharging, will be invoiced by the Operator on the basis of data transmitted to the Operator by the Third-Party Charging Station operator and according to the price set by the latter, to which the Operator adds a commission to cover its interoperability costs. Rates are indicated and kept permanently up to date on the mapping available on the Application.

#### *c) as part of a Unit Recharge Code*

Use of the Recharge Service by the Anonymous User is by means a Unit Recharge Code, the price of which, exclusive of tax, is identical regardless of the Recharge Station used, the time of use and the type of Recharge performed.

To this price is added the price of the Recharge, the amount of which varies according to the duration of use. In all cases, the unit price of the Recharge corresponds to a minimum duration of use, which is shown on the Subscription Form, the Websites and the Application. Any Recharge started will entail the invoicing of this minimum duration.

## 8.2 Billing

### 8.2.1 Subscriber's case

#### *a) Invoice content*

Each Subscriber will receive a monthly invoice including the subscription and, where applicable, a statement of his or her charging sessions at the Charging Stations managed by the Operator.

If consumption during the month exceeds 50 euros (incl. VAT), the Operator will automatically issue an interim invoice (without waiting for the end-of-month invoice).

The data transmitted by the electronic box included in the Recharge Station is used to establish the invoice (start: initial passage of the Pass Prise de Nice which opens and/or starts the Recharge - end: passage of the same Pass Prise de Nice which ends the Recharge and therefore the session). The Subscriber will owe the Operator the amount indicated on the invoice as soon as it is received.

The invoice will indicate precisely the times, durations and costs of each charging session, in accordance with the pricing grid for the Formula subscribed to by the Subscriber, appended to the present Rules and available on the Websites and on the Application. As a reminder, any time slot started is due in full.

Invoices are issued in the name and on behalf of MNCA under a revenue collection mandate given by the latter, with the exception of invoices for the Access by option, which are issued directly by the Operator in accordance with the terms and conditions defined in the Operator's GCUA and accepted by the Subscriber.

#### b) Payment of invoices

Invoices are issued in electronic format, at the beginning of each month and for the month just expired, on the Personal Area, which the Subscriber expressly accepts. The Subscriber is informed by e-mail. The cost of ordering the Nice Prise Pass and subscribing to a Formula is payable in full by the Subscriber when the Contract is signed. The corresponding invoices are therefore issued immediately, and their payment is a condition for the activation of the Nice Prise Pass and the chosen Formula. Invoices are due and payable as soon as they are made available.

The Subscriber undertakes to consult his Recharge invoice every month on his Personal Space. The Subscriber is notified as soon as the invoice is available, and must ensure that he has the necessary funds in his bank account for the invoice to be paid.

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

There is no discount for early payment. If the invoice is contested, the payment obligation is not suspended.

#### c) Means of payment

The Subscriber chooses to pay the cost of ordering the Pass Prise de Nice and subscribing to an associated Charging Formula, as well as their invoices for the Recharge Service, using one of the following methods:

- by credit card registered at the time of subscription, with recurring transfer order, from the Personal Area ;
- by direct debit (SEPA mandate), from the Personal Area. Direct debits are normally made on the day of or the day after billing.

Failure to register one of the above methods of payment will result in suspension of access to the Recharge Service.

The data communicated at the time of registration of the Subscriber's means of payment is neither known nor stored by the Operator, but by the payment service providers, who make available the conditions of use of their services and the security conditions of the payments made.

The Subscriber cannot pay by cheque or cash.

This procedure does not apply to local authorities governed by public accounting principles.

#### d) Invoice payment - special case of professional public bodies

If the Subscriber is a public entity, the Operator will be able to issue an invoice according to the procedure and payment conditions in force in that entity and in compliance with legislation (using Chorus Pro software, for example).

#### e) Measures in the event of non-payment or incidents

If invoices are not paid in full within the allotted time or if payment fails :

- the Operator informs the Subscriber by email that he/she has not paid the amounts due and that his/her access to the Recharge Service has been suspended,
- in the absence of settlement or agreement between the Operator and the Subscriber within four (4) calendar days following the suspension of access to the Recharge Service, the Operator may terminate the Contract in accordance with the terms defined in article 12.3,
- at any time, if the Subscriber pays the outstanding amount, access to the Recharge Service will be restored.

#### **8.2.2 Anonymous User: Refill Code per Unit**

The Anonymous User pays the price of the Refill Code per Unit on the Online Payment Website when ordering.

Payment of the Refill price is only made when the Anonymous User has performed a Refill as described in article 4.3.2. The amount is then debited from the bank account whose details the Anonymous User purchasing the Unit Refill Code, in order to obtain pre-authorization for payment. Each purchase of a Unit Recharge Code and the Recharge give rise to the sending of an invoice by the Operator in the name and on behalf of MNCA within the framework of a revenue collection mandate given by the latter, in electronic form via the email address given when the Unit Recharge Code was ordered.

The Anonymous User expressly accepts this.

### 8.2.3 Special cases: itinerant travellers

Access to and use of the Charging Stations using a Third Party Badge will be billed to the Itinerant, based on the data transmitted to his mobility operator by the Operator and according to the price indicated in these Regulations and available on the Websites and on the Application.

To this price may be added the amount of the subscription and any interoperability charges applied by this operator under the contract signed by the Itinerant with the latter. The Itinerant must pay these sums in accordance with the terms of payment provided by the said mobility operator.

### 8.3 cases

Subscribers or Users are reimbursed all or part of their charges in the following cases:

- Use of the right of withdrawal under the conditions set out in these Regulations,
- The technical malfunction of the terminal is the responsibility of Métropole Nice Côte d'Azur,
- Proven abnormal energy consumption or usage time.

## 9. PERSONAL DATA

9.1 Métropole Nice Côte d'Azur takes the appropriate measures to ensure protection, completeness and confidentiality of the personal information of Subscribers and Users, which it collects, holds or processes in compliance with the provisions of Law n°78-17 of January 6, 1978 as amended, relating to information technology, files and freedoms and European Regulation (EU) 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter, the "RGPD").

9.2 The data collected as part of the Recharge Service is intended for the Operator, a sub-processor of the Métropole Nice Côte d'Azur (within the meaning of the RGPD), the Métropole Nice Côte d'Azur, and as well as their respective service providers and partners within the framework of the Contract and the Recharge Service, financial and postal establishments, as well as third parties authorized by virtue of a legal or regulatory provision.

9.3 This data is collected as part of the subscription and performance of the Contract or in the legitimate interest of IZIVIA and Métropole Nice Côte d'Azur. The collection of certain data is mandatory when it is necessary for the management of the Contract (including billing and collection).

9.4 Data relating to the management of the Contract is kept for the duration of the Contract and 5 years from the date of its termination or cessation.

9.5 The Subscriber or User has the right to access, rectify object to personal information concerning him or her, free of charge, as well as the right to limit processing and right to portability of his or her data. The Subscriber or User may exercise the aforementioned rights by contacting the Operator by post or e-mail, as mentioned in article 15.2, or from his or her Personal Space if he or she has one, as well as, in case of electronic commercial prospecting, by using the unsubscribe link included in the e-mail sent by the Operator. These rights



may also be exercised by contacting IZIVIA's Data Protection Officer by e-mail at [donnees-personnelles@izivia.com](mailto:donnees-personnelles@izivia.com). Finally, the Subscriber or User may lodge a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL). In the event of a request, the Subscriber or User must provide the Operator with his/her surname, first name, Subscriber/User number, a copy of his/her identity card, and the address to which he/she wishes to receive the Operator's reply, if this is different from address given at time of subscription or, for anonymous Users, at the time of Recharging.

## 10. OTHER DATA

Other data relates to charging sessions carried out on the Prise de Nice network by the Subscriber or User. This data is collected anonymously and used by IZIVIA and its partners for the purpose of analyzing usage of the charging stations.

## 11. DURATION

### Formula

The Contract is subscribed and comes into force on the date of receipt by the Subscriber of the summary e-mail sent to him/her following his/her request to subscribe to the Formula. The duration may vary according to the Formula chosen by the Subscriber, as indicated on the Subscription Form.

### Anonymous Users

Each Recharge is carried out on an individual basis by the Anonymous User, with no commitment.

## 12. CHANGES TO THE REGULATIONS

The Operator reserves the right adapt or modify the present Rules at any time, with the approval of the Metropolis or at its request. In the case of Formulas only, Subscriber will be informed of the modification(s) e-mail, at least one (1) month before the date on which they take effect. As of this date, the modified Regulations will replace the present Regulations and will be automatically applicable to use of the Recharge Service by a Subscriber as of the effective date of the modification(s). However, in the event of non-acceptance of the modification(s), the Subscriber has the option of cancelling the Formula in accordance with article 12.1. He must send his request to the Administrator within 30 days of the date on which he was informed of the modification(s). The provisions of this paragraph do not apply in the event of modification(s) to the Regulations imposed by law or regulation.

## 13. CONTRACT TERMINATION - CANCELLATION

### 12.1 Cancellation of the Formula by the Subscriber

The Subscriber may terminate the Formula at any time without notice or compensation, in particular if he/she no longer wishes to benefit from the Formula or in the event of non-acceptance of a price change or a modification to the Regulations in accordance with article 11. The Subscriber may do so independently in his or her Personal Space or by contacting the sales department.

Cancellation is without penalty and takes effect ;

- Immediately if the request is made via the Personal Area (button allowing independent cancellation);
- from the date of receipt if the request is sent to the sales department.

### 12.3. Termination of the Formula by the Operator

The Operator may terminate a Formula in the event of the Subscriber's failure to meet any of his contractual obligations, in particular in the event of non-payment of sums due to him within the time limits specified article 8.2.1 e), or in the event of fraud. Before doing so, the Operator will send the Subscriber a thirty (30) day notice by e-mail.

#### 12.4. Termination by operation of law

Termination of the Recharge Service or its management by the Operator, for any reason whatsoever, automatically terminates the Contract.

#### 12.5. Common provisions

Termination or cessation of the Formula does not put an end to the Subscriber's obligation to pay all sums due, in particular for Recharges made with this Formula. Moreover, closure of the account (Personal Space) is conditional upon full payment of all sums due by the Subscriber.

### **14. DISABILITY**

If any provision of the Regulations is found to be invalid, illegal or unenforceable in whole or in part under applicable law, such provision shall be deemed not to form part of these Regulations to the extent that it is found to be invalid, illegal or unenforceable. However, the remainder of the provisions of the Regulations shall remain in full force and effect.

### **15. CONVENTION ON PROOF**

By express agreement between the Operator and the Subscriber or Anonymous User, electronic media are deemed to constitute at least one original document or at least the beginnings of proof in writing.

### **16. APPLICABLE LAW - DISPUTE RESOLUTION - CHOICE OF DOMICILE**

The law applicable to the Contract and these Regulations is French law.

In the event of a dispute relating to the services provided by the Operator part of the Recharge Service, the Subscriber or User may send a written complaint to the Operator at the address given in article 16. If the Subscriber or User is not satisfied with the response to this complaint, the following provisions will apply:

#### For Individual Subscribers or Individual Users,

In the event of a dispute of any kind or a challenge relating to the formation or performance of the Contract, the courts of the place of residence of the individual Subscriber or the individual User shall have sole jurisdiction. Any consumer may, prior to any litigation, in application of article L.211-3 of the French Consumer Code, request recourse to a conventional mediation procedure or any other alternative dispute resolution method, in particular that specified in articles L.611-1 et seq. of the French Consumer Code.

Furthermore, in accordance with articles L.612-1 of the French Consumer Code and L.122-1 of the French Energy Code, we inform you that if you are a non-professional consumer or a professional consumer belonging to the category of micro-businesses mentioned article 51 of law no. 2008-776 of August 4, 2008 on the modernization of the economy, you can contact the Paris Mediation and Arbitration Centre free of charge: <https://www.cmap.fr/>

Contact details of the mediator :

39 avenue Franklin D.Roosevelt  
75008 PARIS  
Telephone: 01 44 95 11 40  
E-mail : [cmap@cmap.fr](mailto:cmap@cmap.fr)

For Professional Subscribers or Professional Users,

Any dispute arising out of the Contract which cannot be settled amicably shall, to the extent permitted by law, be referred to the competent court within the jurisdiction of the PARIS Court of Appeal.

As the aforementioned internal dispute resolution methods are optional, the Subscriber or User may at any time bring the matter before the competent French courts.

The Subscriber elects domicile at the address communicated when subscribing to the Contract. The Operator elects domicile at its registered office.

The present clauses apply even in the event of a warranty claim or multiple defendants.

## **17. CORRESPONDENCE AND INFORMATION**

The Operator provides the Subscriber and the User with the following telephone numbers:

### **Technical Support**

04 22 13 13 22 () available 24/7.

### **Sales Department**

04 22 13 13 22 () available Monday to Friday, 9-18h, excluding public holidays

The Subscriber or User may also send a request to the Operator:

- by e-mail [serviceclient@prisedenice.fr](mailto:serviceclient@prisedenice.fr)
- by filling in the contact form, available on the Websites and the Application.

## 18. LEGAL WARRANTIES

### **Annex article D211-2 of the French Consumer Code :**

Consumers have a period of two years from the date of delivery of the goods in which to invoke the legal warranty of conformity in the event of a lack of conformity. During this period, the consumer is only required to establish the existence of the lack of conformity, and not the date of its appearance.

Where the contract for the sale of goods provides for the supply of digital content or a digital service on a continuous basis for a period of more than two years, the legal warranty applies to this digital content or digital service throughout the period of supply. During this period, the consumer is only required to establish the existence of the lack of conformity affecting the digital content or service, and not the date of its appearance.

The legal warranty of conformity obliges the professional, where applicable, to provide all updates necessary to maintain the conformity of the good.

The legal guarantee of conformity gives the consumer the right to repair or replace the good within thirty days of his request, free of charge and without any major inconvenience for him.

If the good is repaired under the legal warranty of conformity, the consumer benefits from a six-month extension of the initial warranty.

If the consumer asks for the good to be repaired, but the seller requires it to be replaced, the legal warranty of conformity is renewed for a period of two years from the date of replacement of the good.

The consumer may obtain a reduction in the purchase price by retaining the good or terminate the contract by obtaining a full refund against return of the good, if :

1° The professional refuses to repair or replace the good;

2° The goods are repaired or replaced within thirty days ;

3° The repair or replacement of the good causes a major inconvenience for the consumer, in particular when the consumer definitively bears the costs of taking back or removing the non-conforming good, or if he bears the costs of installing the repaired or replacement good;

4° The non-conformity of the property persists despite the seller's unsuccessful attempt to bring it into conformity.

The consumer is also entitled to a reduction in the price of the goods, or to rescission of the contract, if the lack of conformity is so serious as to justify immediate price reduction or rescission of the contract. In such cases, the consumer is not obliged to request repair or replacement of the goods beforehand.







The consumer is not entitled to rescind the sale if the lack of conformity is minor. Any period of immobilization of the good with a view to its repair or replacement suspends the remaining warranty period until delivery of the repaired good.

The rights mentioned above result from the application of articles L. 217-1 to L. 217-32 of the French Consumer Code.

A seller who obstructs the implementation of the legal conformity guarantee in bad faith is liable to a civil fine of up to 300,000 euros, which may be increased to 10% of average annual sales (article L. 241-5 of the French Consumer Code).

The consumer also benefits from the legal warranty against hidden defects, in application of articles 1641 to 1649 of the French Civil Code, for a period of two years from the discovery of the defect. This warranty entitles the consumer to a price reduction if the good is kept, or to a full refund in exchange for the return of the good.

**Appendix 1: Charging tariffs for electric and plug-in hybrid vehicles in euros (incl. VAT)**


  	
<b>MEMBERSHIP (excluding travellers)</b>	
<b>MEMBERSHIP (excluding roaming users)</b>	
One-time registration fee (one badge per vehicle)	10,00 €
Monthly subscription	6,00 €
Security deposit	50,00 €
<b>RATES (excluding roaming users)</b>	
<b>CHARGING ≤ 22 kva</b> 	
<b>DAILY RATES (8am to 8pm)</b>	
The first hour	1,75 €
Per additional hour beyond the 1st hour and up to the 3rd	2,50 €
Per additional hour from the 3rd hour	4,00 €
Per additional hour from the 5th hour	6,00 €
<b>NIGHT RATES (8pm to 8am)</b>	
Hourly rate from the 1st hour	1 € - capped at 5 €
<b>CHARGING from 23 to 50 kva</b> 	
<b>DAY &amp; NIGHT RATES</b>	
Per quarter-hour, starting from the 1st	2,50 €
Per quarter-hourly beyond the 3rd	10,00 €
<b>CHARGING &gt; 50 kva to 150 kva</b> 	
<b>DAY &amp; NIGHT RATES</b>	
Per quarter-hour, starting from the 1st	5,00 €
Per quarter-hourly beyond the 3rd	15,00 €



MÉTROPOLE NICE CÔTE D'AZUR		Charging Rates		PRISE de Nice 	
<b>TRAVELLERS</b>					
RATES (excluding individuals & professionals)					
CHARGING ≤ 22 kva					
DAILY RATES (8am to 8pm) 					
The first hour		3,50 €			
Per additional hour beyond the 1st hour and up to the 3rd		4,00 €			
Per additional hour, from the 3rd hour		5,00 €			
Per additional hour, from the 5th hour		7,00 €			
NIGHT RATES (8pm to 8am)					
Hourly rate from the 1st hour		2 € - Capped at 12 €			
CHARGING from 23 to 50 kva 					
DAY & NIGHT RATES					
Per quarter-hour, starting from the 1st		5,00 €			
Per quarter-hourly beyond the 3rd		10,00 €			
CHARGING > 50 kva to 150 kva 					
DAY & NIGHT RATES					
Per quarter-hour, starting from the 1st		7,00 €			
Per quarter-hourly beyond the 3rd		15,00 €			

MNCA / February 2025

<b>MÉTROPOLE</b> NICE CÔTE D'AZUR	<b>Charging Rates</b>	<b>PRISE</b> de Nice 
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<b>PARK AND RIDE (open to all)</b>	
DAY & NIGHT RATES 	
Hourly rate from the 2nd hour	1 € - Capped to 4 €

<b>CARSHARING OPERATORS</b>	
DAY & NIGHT RATES	
24-hour flat rate, from the 1st time the vehicle is connected	2,00 €

<b>OTHER PRICES</b>	
Replacement of a lost badge or handover of an additional badge (excluding travellers)	5,00 €
Degraded badge replacement (excluding roaming)	Free of charge
Direct debit rejection fee	10,00 €

MNCA / February 2025

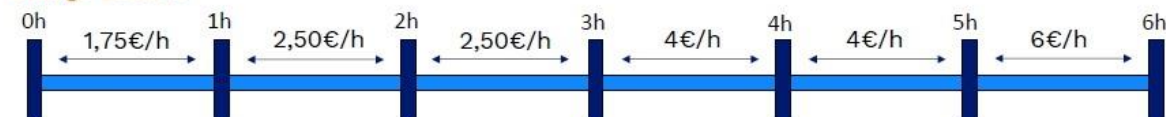
**Appendix 2: Hourly rate specifications**

Any hour or quarter of an hour started is due.

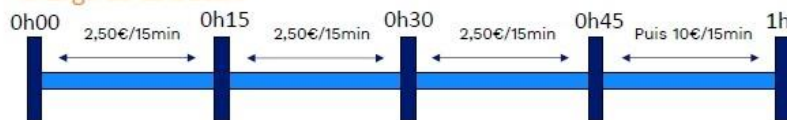
Examples tariff application according to time slots used and type user (subscribers - itinérants)

**Abonnés**

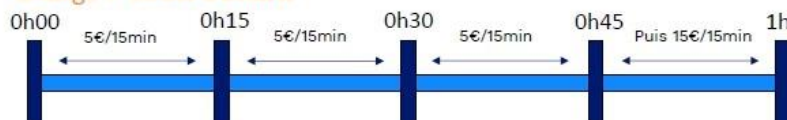
**Charge  $\leq 22kW$**



**Charge de 23 à 50Kw**

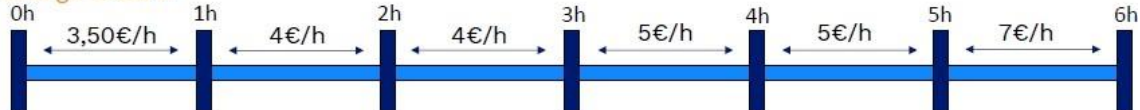


**Charge  $> 50 kW$  à 150Kw**

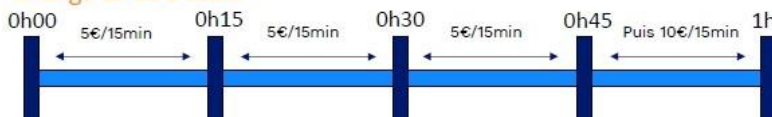


**Itinérants**

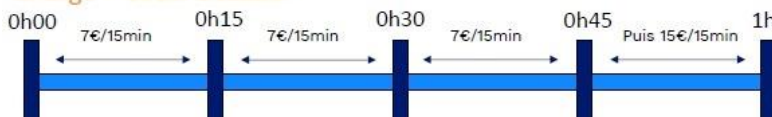
**Charge  $\leq 22kW$**



**Charge de 23 à 50Kw**



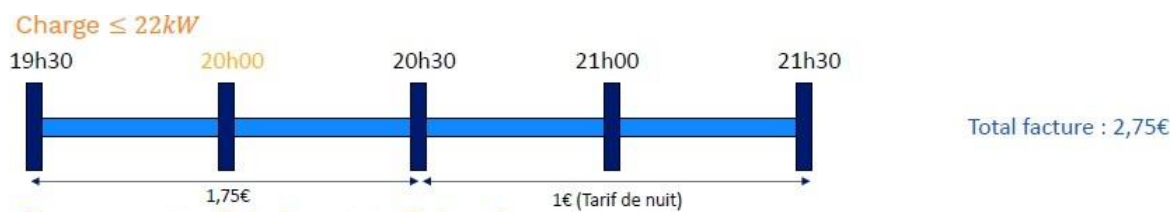
**Charge  $> 50 kW$  à 150Kw**



Examples tariff application for a load combining a daytime tariff and a night-time tariff (examples of tariffs for subscribers)

1. A charging session combining day and night rates

The User begins recharging at 7.30pm and ends at 9.30pm on the same day.



2. A load session combining day and night rates and spread over two days

The User begins his recharge on Day 1 at 19:30 and ends it at 02:00 a.m. on Day 2.



**Appendix 3: Model withdrawal forms**

**RETRACTION FORM PASS PRISE DE  
NICE**

If you wish to exercise your right of withdrawal for a Pass Prise de Nice, **please complete and return this form and the Pass Prise de Nice, within fourteen (14) days** of ordering the Pass de Nice (date as postmark).

To the attention of :  
IZIVIA - Service Client  
8 avenue de l'Arche  
92419 COURBEVOIE CEDEX

I/We<sup>(\*)</sup> hereby notify you<sup>(\*)</sup> of my/our<sup>(\*)</sup> withdrawal from the Contract concerning the Pass order below:

UID number on Pass : -----

Subscribed on<sup>(1)</sup>: -----

Surname and first name of<sup>(\*)</sup>  
Subscriber(s)<sup>(2)</sup> -----

Address: -----  
-----

Date: on     /     /

Signature(s) of subscriber(s) <sup>(2)</sup>

(\*) Delete as appropriate

(1) Contract conclusion date (2) Contract holder(s)



### WITHDRAWAL FORM FORMULA

If you wish to exercise your right of withdrawal for a Formula, **please complete and return this form within fourteen (14) clear days** of subscribing to the Formula.

To the attention of :  
IZIVIA - Service Client  
8 avenue de l'Arche  
92419 COURBEVOIE CEDEX  
or  
[service-client@izivia.com](mailto:service-client@izivia.com)

I/We<sup>(\*)</sup> hereby notify you<sup>(\*)</sup> of my/our<sup>(\*)</sup> withdrawal from the Contract for the Formula below:

Formula wording : -----

Subscribed on<sup>(1)</sup> : -----

Last name and first name of<sup>(\*)</sup>  
Subscriber(s)<sup>(2)</sup> -----

Address: -----  
-----

Date: on     /     /

Signature(s) of subscriber(s) <sup>(2)</sup>

(\*) Delete as appropriate

(1) Contract conclusion date

(2) Contract holder(s)

