



BARRIER-FREE TOLLING AT BOULAY (N° 38)  
ON THE A4 MOTORWAY

GENERAL TERMS AND CONDITIONS  
FOR THE SALE AND USE OF  
SUBSCRIBER PASSES  
AND  
PREPAID PASSES

**GENERAL TERMS AND CONDITIONS FOR THE SALE AND USE OF  
SUBSCRIBER PASSES AND PREPAID PASSES  
FOR THE BOULAY BARRIER-FREE TOLL (N° 38) ON THE A4 MOTORWAY  
AS AT 7<sup>TH</sup> FEBRUARY 2019**

**Table of Contents**

<b>Article 1.</b>	<b>Identification of the Company</b> .....	<b>3</b>
<b>Article 2.</b>	<b>Purpose of the Contract</b> .....	<b>3</b>
<b>Article 3.</b>	<b>Contract Holder</b> .....	<b>3</b>
<b>Article 4.</b>	<b>Subscription to the Contract</b> .....	<b>3</b>
<b>Article 5.</b>	<b>Duration – Entry into effect</b> .....	<b>6</b>
<b>Article 6.</b>	<b>Use of Subscriber/Prepaid Passes</b> .....	<b>6</b>
<b>Article 7.</b>	<b>Alerts in the event of insufficient balance</b> ( <i>Prepaid Pass only</i> ) .....	<b>8</b>
<b>Article 8.</b>	<b>Access to the customer services department</b> .....	<b>9</b>
<b>Article 9.</b>	<b>Conditions applicable to use of the Holder’s personal website space</b> .....	<b>9</b>
<b>Article 10.</b>	<b>Opposition to the use of Subscriber and Prepaid Passes</b> .....	<b>10</b>
<b>Article 11.</b>	<b>Modification of the Holder’s identification</b> .....	<b>11</b>
<b>Article 12.</b>	<b>Invoicing and payment</b> .....	<b>11</b>
<b>Article 13.</b>	<b>Amicable settlement of invoice disputes</b> .....	<b>13</b>
<b>Article 14.</b>	<b>Termination of contract – Impact</b> .....	<b>13</b>
<b>Article 15.</b>	<b>Contractual modifications and service charges</b> .....	<b>14</b>
<b>Article 16.</b>	<b>Liability</b> .....	<b>14</b>
<b>Article 17.</b>	<b>Data protection</b> .....	<b>14</b>
<b>Article 18.</b>	<b>Settlement of disputes</b> .....	<b>15</b>
<b>Annexe 1 –</b>	<b>Standard tariff schedule</b> .....	<b>16</b>

## Article 1. Identification of the Company

The Subscriber Pass and Prepaid Pass are marketed by SANEF, a public limited company with 53,090,461.67 Euros capital, recorded in the Nanterre Trade and Company Register under number B 632 050 019, and whose registered office is situated at Le Crossing, 30 Boulevard Gallieni, 92130 Issy les Moulineaux, France (hereinafter referred to as the “Company”), acting on its own behalf and exclusively operating the toll for slip road n° 38 at Boulay / Varize on the A4 motorway, equipped with a barrier-free tolling system using RFID technology (hereinafter referred to as the “Site”).

## Article 2. Purpose of the Contract

The purpose of these general terms and conditions (hereinafter referred to as the “Contract”) is the sale to users of light vehicles, motorcycles and heavy goods vehicles (hereinafter referred to as the Holder”) of tags – “subscriber” tag (hereinafter referred to as the “Subscriber Pass”) and “prepaid” tag (hereinafter referred to as the Prepaid Pass”) enabling the toll charge to be automatically paid when the vehicle is driven through the Site.

## Article 3. Contract Holder

The Contract Holder is a private individual or corporate entity, acting in a personal or professional capacity, who wishes to take advantage of one or several Subscriber Passes or Prepaid Passes.

## Article 4. Subscription to the Contract

The Holder can subscribe to the services laid out in the Contract:

- via internet;
- at a payment terminal;
- by telephone.

Professional customers wishing to equip a fleet of vehicles with Subscriber/Prepaid Passes should contact customer services for details of the specific terms and arrangements regarding subscription to these services.

### 4.1. Subscription via internet

The subscription can be taken out on the internet website [www.boulay.sanef.com](http://www.boulay.sanef.com).

#### *4.1.1. Subscription via internet and direct debit from a bank account (Subscriber Pass only)*

Contract subscription and issuance of the Subscriber Pass are subject to the direct debit from an individual account opened in one of the financial establishments featured in the list that is available by simply telephoning the customer services department or on <https://sanef.com/fr/assistance/contactez-nous>.

Any person wishing to take out a subscription must sign an online SEPA mandate and provide the following information:

- bank account information;
- a valid and personal e-mail address;
- a valid and personal mobile telephone number in order to receive the signature code.

In view of the specific nature of the payment method by SEPA automatic electronic debit, the Holder agrees to the use of his/her personal data so that an electronic certificate may be delivered for the online signing of the mandate for a direct debit in favour of the Company.

#### **4.1.2. Subscription via internet and payment by bank card**

Contract subscription and issuance of the Subscriber/Prepaid Pass are subject to payment by an accepted bank card (Eurocard, MasterCard, Visa, Maestro, Electron).

Any person wishing to take out a subscription must provide the following information:

- Information regarding his/her bank card (number, expiry date, cryptogram);
- a valid and personal e-mail address;
- a valid and personal mobile telephone number.

#### **4.1.3. Subscription via internet with direct debit from a fuel card (Subscriber Pass only)**

Contract subscription and issuance of the Subscriber Pass are subject to payment by a fuel card featured in the list provided on the internet website. Any person wishing to take out a subscription must provide the following information:

- fuel card information;
- a valid and personal e-mail address;
- a valid and personal mobile telephone number.

#### **4.1.4. General provisions**

All information relating to the subscription, especially bank information transmitted using internet, are protected via an SSL secure server.

Any subscription using internet implies full and unreserved acceptance of the Contract. By clicking on the specific checkbox, featured on the validation page, the Holder acknowledges having read and agreed to the terms of the Contract.

In application of Articles L121-21 *et seq.* of the French Consumer Code, the consumer has a cooling-off period of fourteen (14) days during which the right of withdrawal may be exercised by sending a letter or e-mail to the customer services department; contact details are given on the internet website.

The Company may carry out due diligence checks and reserves the right to refuse any request for a subscription or service:

- In the event of termination of a previous contract for fraud or failure to pay, or
- When the address for dispatch of a Subscriber/Prepaid Pass is unknown, not permanent or cannot be verified. Post Office Boxes are not considered as a valid postal address.

In such cases, the order will be automatically cancelled and no Subscriber/Prepaid Pass will be sent.

#### **4.1.5. Terms and arrangements for subscription to a Prepaid Pass**

In order to be able to use the Prepaid tag, an initial advance payment in the minimum amount of ten (10) Euros is required.

The account balance may never exceed the sum of one hundred and fifty (150) Euros.

A customer account must be created for any subscription to a Prepaid Pass via internet.

## **4.2. Subscription at payment terminals**

The SANEF payment terminal is an interactive system (touch screen) installed in the carparks at the entrance and exit of the Site. Any person can use these terminals if they wish to obtain one or several Subscriber/Prepaid Passes, check their balance, and/or top up a Prepaid Pass.

### **4.2.1. Terms and arrangements for subscription to the Subscriber Pass**

*(Service available at a later date)*

Subscription through customer accounts created on payment terminals is only available using a bank card.

Any person wishing to take out a subscription must provide the following information:

- Information regarding his/her bank card (number, expiry date, cryptogram);
- a valid and personal e-mail address;

### **4.2.2. Terms and arrangements for subscription to the Prepaid Pass**

In order to be able to use the Prepaid Pass, an initial advance payment in the minimum amount of ten (10) Euros is required. The account balance may never exceed the sum of one hundred and fifty (150) Euros.

Payment at a terminal may be made using a bank card or cash.

The payment terminal provides a purchase receipt for the Prepaid Pass.

a. Subscription to the Prepaid Pass by creating a customer account:

It is possible to purchase a Prepaid Pass at a payment terminal by creating or having a customer account.

b. Anonymous subscription to the Prepaid Pass:

The anonymous purchase of a Prepaid Pass may only be made through a SANEF payment terminal. The choice of anonymity is definitive and deprives the Holder of:

- the e-mail alert service as detailed in Article 7 below; and
- the possibility of recovering any existing balance at the time of deactivation of the Prepaid Pass, pursuant to Article 14.1 "Termination – Impact".

## **4.3. Subscription by telephone**

People who do not wish to use a personal e-mail address, and/or subscribe at a payment terminal, and/or do not have access to internet may contact the Customer Services Department to request that an account be created and a Subscriber/Prepaid Pass be sent.

In view of the specific nature of the telephone subscription method, the Holder agrees to the use of his/her personal data so that a customer account may be created, and especially user identification based on his/her last name and given name. All information relating to the subscription, particularly bank information, will only be used to create the account and draw up subscription invoices.

The Holder may exercise his/her right of opposition at any time and in any case before completion of the collection of his/her data. The Company's Privacy Policy describing the way personal data are processed and kept secure is available at the following URL address: <https://www.groupe.sanef.com/fr/politique-confidentialite>.

## Article 5. Duration – Entry into effect

Subscriptions to the services detailed herein are for an indefinite period. Each Party may freely end the Contract subject to written notice being sent to the other Party two (2) months beforehand.

Finally, it is further stated that the Contract shall automatically end if the Subscriber/Prepaid Pass is not used within a period of five (5) years.

## Article 6. Use of Subscriber/Prepaid Passes

### 6.1. Conditions applicable to all types of use

#### A – General information

The bearer of a Subscription/Prepaid Pass must comply with police and operating regulations in effect on motorways and at toll facilities.

The Holder is solely responsible for the use of the Subscription/Prepaid Pass issued and undertakes to abide by all the instructions for use that have been brought to his/her attention, especially:

- not having more than one Subscription/Prepaid Pass in active mode in the vehicle (a Subscription/Prepaid Pass is considered to be active when it is affixed to the windscreen and has already enabled the payment to be made when driving through the toll);
- correctly positioning the Subscription/Prepaid Pass on the windscreen according to the recommendations available on the Company's internet website.

The Subscription/Prepaid Pass may not be detected by the toll gantry if these instructions are not carefully followed. Except for the anonymous Prepaid Pass, the Holder will automatically receive an e-mail stating that he/she has a period of ten (10) days to pay the toll charge on line commencing the corresponding passage through the toll.

Indeed, it is the presence in the vehicle of a **valid, active and correctly positioned** Subscription/Prepaid Pass that enables the Holder to pay the tolls incurred when driving through the Site. If there are several means of payment in the vehicle (Liber-T toll tag, for example), the Subscription/Prepaid Pass transaction will prevail and exclude any other means of paying the sum due, even partial. If the Holder does not wish to pay the sum due using the Subscription/Prepaid Pass, he/she must contact the customer services department to ask for the tag to be switched to inactive mode.

As the Subscription/Prepaid Pass is self-adhesive and fixed to the windscreen it is connected to one single vehicle. It is non-transferable and may not be used to pay for journeys by any other vehicle.

#### B – Activation of the Subscription/Prepaid Pass

The Subscription/Prepaid Pass is activated the first time the vehicle drives on the road through the Site.

Until the tag has been activated on the road, the Holder must pay all other passages through the toll by using the "Pay on line" section of the internet website and providing the vehicle number plate.

**For the Subscription Pass:** the amount due for passing through the toll on the day the tag is activated is deducted the next day. The other times will be deducted in the following month, pursuant to Article 12.2.1 of the Contract.

## **C – Replacement, withdrawal of the Subscription/Prepaid Pass**

The Company may take the initiative or withdrawing and/or possibly replacing the Subscription/Prepaid Pass in the event of termination of the Contract by the Company, fraud, tampering with or counterfeiting the Subscription/Prepaid Pass, or incompatibility with developments and improvements made to the barrier-free tolling system.

Should any incident arise from the normal wear and tear of the Subscription/Prepaid Pass, and commencing the request made by the Holder, the Company will provide a free replacement as quickly as possible. If, after inspecting the device, the Holder is found to be accountable for the breakdown, the Company will invoice him/her for the cost of the tag (see Appendix 1 – “Standard Tariff Schedule”).

In the absence of a valid and active Subscription/Prepaid Pass, each passage through the Site must be paid on the internet website or at a payment terminal within a period of ten (10) days commencing the corresponding passage through the toll.

Rental and sale of the Subscription/Prepaid Pass by the Holder is strictly forbidden, under penalty of immediate termination of the Contract, pursuant to the provisions of Article 14.2 – “Termination of the Contract – Impact”.

Any replacement of the Subscription Pass for a given customer account requires the Holder of this account to settle all sums due on any replaced Subscription Pass.

### **Particular features of the Prepaid Pass:**

Replacement of the Prepaid Pass is impossible if the Holder did not open a customer account when taking out the subscription. In the absence of information regarding the Holder’s identity at the time of subscription, it will not be possible for SANEF staff to confirm whether the person making the request is indeed the Holder of the Prepaid Pass and carry out the reimbursement of credit remaining on the Pass. So any credit balance on the old Pass will be lost.

On the other hand, if the Holder of a Prepaid Pass has a customer account, it is possible to ask for a new, replacement Prepaid Pass. Any credit balance remaining on the old tag will be transferred to the new one. The Holder must, nevertheless, make an initial payment onto the new tag, which will be topped up by transferring the remaining balance.

## **6.2. Conditions applicable to use of the Subscription Pass and Prepaid Pass**

### **a. Definition of authorised vehicle categories**

On the network of motorway operators and toll facilities, the Subscriber/Prepaid Pass enables the Holder to pay tolls for vehicles in the following toll categories: 1\*, 2\*\*, 3\*\*\*, 4\*\*\*\*, 5\*\*\*\*\*, and unlisted vehicles in toll category 1\*\*\*\*\*.

\* Category 1: vehicles or vehicle combinations with an overall height of less than or equal to 2 metres, and gross loaded weight (GVWR) of less than or equal to 3.5 tonnes.

\*\* Category 2: vehicles or vehicle combinations with an overall height exceeding 2 metres and less than 3 metres, and gross loaded weight (GVWR) of less than or equal to 3.5 tonnes.

\*\* Category 3: vehicles with 2 axles and overall height exceeding or equal to 3 meters or GVWR exceeding 3.5 tonnes

\*\* Category 4: vehicles or vehicle combinations with more than 2 axles and overall height exceeding or equal to 3 metres or GVWR exceeding 3.5 tonnes.

\*\*\*\*\* Category 5: motorcycles, motorcycles with side-car and tricycles.

\*\*\*\*\* Unlisted Vehicles in Category 1: vehicles in Category 2 adapted for carrying disabled people. The barrier-free toll has an automatic detection system that identifies vehicle categories.

## **b. The right attitude**

When driving through the barrier-free toll, the Holder must pay special attention to:

- complying with the speed displayed on the road signs;
- keeping a safe distance according to the Highway Code;
- abiding by the rules and recommendations that contribute to people's safety;
- correctly installing the Subscriber/Prepaid Pass on the vehicle windscreen.

Except in special circumstances indicated when driving through the Site, there is no specific lane to take and no need to stop.

## **c. What to do in particular situations**

- If the Subscriber/Prepaid Pass or equipment used to detect the Subscriber/Prepaid Pass malfunctions, the Holder will receive an e-mail informing him/her of journeys to be paid directly on the internet website or the payment terminal within a maximum period of ten (10) days commencing the corresponding passage through the toll

**ATTENTION:** if the Holder uses an anonymous Prepaid Pass, he/she will not receive the e-mail requesting payment of journeys be paid within the 10-day period mentioned above. The Holder will be in breach if payment is not made by this deadline and he/she will receive a payment notice by post at the home address given on the car registration documents for the vehicle number plate recorded.

- The Holder using a Category 2 vehicle adapted for carrying disabled people will be able to benefit from a Category 1 tariff by telephoning the customer services department.

### **Article 7. Alerts in the event of insufficient balance (*Prepaid Pass only*)**

If the balance on the Prepaid Pass is insufficient when driving through the Site, the amount of the toll will not be deducted because the Prepaid Pass cannot have a negative balance.

To avoid this situation, the Holder automatically receives an e-mail, which is sent to the address linked to his/her customer account, when the balance on the Prepaid Pass is less than €5 (this threshold can be modified by the Company).

If the Holder drives through the toll when there is an insufficient balance on the Prepaid Pass, an e-mail is automatically sent to inform him/her that the toll amount must be paid on line within a period of ten (10) days commencing the corresponding passage through the toll.

These two alerts are not available for Holders of an anonymous Prepaid Pass so they must go to a payment terminal in order to consult the balance remaining on the anonymous Prepaid Pass.

## **Article 8. Access to the customer services department**

The Holder of a Subscriber/Prepaid Pass may contact the customer services department:

- By telephone:
  - From France at 09 708 08 709 (no surcharge) and from abroad at + 33 (0) 970 808 709 (cost of an international call to France);
  - From Monday to Friday, from 8am to 6pm, excluding public holidays.
- Via internet on the Company's internet website: [www.boulay.sanef.com](http://www.boulay.sanef.com).
- By letter to the following address:

Service consommateurs SANEF  
Echangeur Reims-Tinqueux  
CS8001  
51431 Tinqueux Cedex  
France

## **Article 9. Conditions applicable to use of the Holder's personal website space**

### **9.1. Access to the personal space**

The creation of a customer account is obligatory for any subscription to a Subscriber/Prepaid Pass, except for the subscription to an anonymous Prepaid Pass, and enables the customer to gain access to his/her personal website space.

To open a customer account, it is necessary to:

- provide a valid and personal e-mail address;
- have a valid postal address.

Access to the personal space is through the internet website using a computer, tablet or mobile telephone (smartphone) equipped with an internet connection.

The Holder may access his/her personal space 24 hours a day and 7 days a week (unless maintenance or updating work is being carried out).

In order to access his/her personal space, the Holder must provide a strictly personal and confidential login and password that must not be disclosed under any circumstances.

The Holder is entirely responsible for the use of this login and password and, until proven to the contrary, will be deemed to be the instigator of any operations carried out and instructions given from the personal space and, more broadly speaking, of any event and change made to the personal space.

If the Holder loses his/her login and/or password, or suspects that fraudulent use is being made (identity theft), then the Holder must inform the Company as quickly as possible so that access to his/her personal space can be blocked. A new login and password will then be sent to him/her.

## 9.2. Use of the personal space

The personal space is accessible through [the internet website](#) and especially enables the Holder to:

- Download and print payment receipts for each passage through the toll recorded over the course of the last three (3) months, and also to consult details relating to:
  - the date and time he/she drove through the toll,
  - the toll payment plaza concerned,
  - the vehicle category applied,
  - the amount,
  - the Subscriber/Prepaid Pass number concerned.
- Download and print the last twelve (12) monthly statements;
- Update personal information;
- Temporarily block and reactivate his/her Subscriber/Prepaid Pass;
- Cancel his/her Subscriber/Prepaid Pass;
- Contact the customer services department.

## 9.3. Closing the customer account

The Holder may, at any time and for any reason whatsoever, close his/her customer account by requesting to do so via the personal space as mentioned in Article 9.2 or by letter sent to the customer services department.

At the end of the Contract, regardless of the reason, the Holder is informed that his/her customer account will be closed.

Subject to having adequate information, the Company may be authorised to close a customer account in the event of death or the occurrence of legal incapacity (order of administrative supervision or guardianship). Any credit balance will be returned to the person duly authorized to receive it.

## Article 10. Opposition to the use of Subscriber and Prepaid Passes

The Holder may request his/her Subscriber/Prepaid Pass to be stopped in the event of car theft, windscreen replacement, and loan or rental of the vehicle to a third party.

Such requests must be immediately made to the Company's customer service department using any means of communication and then confirmed in writing (letter or e-mail) as quickly as possible. It is very important to quote the number of the Subscriber/Prepaid Pass, or the e-mail address linked to the customer account.

It is also possible to temporarily or definitively stop the Subscriber/Prepaid Pass directly on line in the personal space.

Temporarily (end-date known) or definitively stopping the Subscriber/Prepaid Pass is put into effect upon receipt of the request.

The Company may not be held liable for the consequences of the Pass being stopped subsequent to a request not made by the Holder or his/her authorised representative. In the event of the Pass being definitively stopped, the Holder may ask for a new tag under his customer account according to the financial terms defined in Appendix 1 "Standard tariff schedule".

If the Holder recovers the Subscriber/Prepaid Pass declared lost or stolen, he/she can ask for its free reactivation, unless it has been definitively stopped or inactive for five (5) years, or destroy it.

During the time the Subscriber/Prepaid Pass is stopped, all passages through the Site must be paid on the internet website or the payment terminal mentioned in Article 4.2 within a period of ten (10) days commencing the corresponding passage through the toll.

### **Article 11. Modification of the Holder's identification**

If the Holder changes address, he/she must inform the customer services department in writing (via the personal space, by e-mail or registered letter with proof of delivery) or by telephone within thirty (30) days.

If the Holder changes bank or means of payment, he/she may make an online modification via the personal space, or contact the customer services department to make the change over the telephone. The modification will take effect immediately.

Non-compliance with these clauses or the cancellation by the Holder of the SEPA direct debit mandate will automatically lead to the Contract being terminated and, consequently, make all unpaid tolls immediately payable by any other means of payment (bank card, cash at the payment terminal or fuel card).

### **Article 12. Invoicing and payment**

With regards to the Prepaid Pass only, as it operates through the prepayment of journeys, it is understood that the term "invoice" indicated in the following paragraphs and in the customer account's personal space effectively corresponds to the statement of passages through the toll and does not call for any subsequent payment.

#### **12.1. Breakdown of invoice information**

The Company draws up the statement of passages by the Holder through the toll during the previous invoicing period.

For each Subscriber/Prepaid Pass and each transaction, the statement details:

- the toll payment plaza;
- the number of the Subscriber/Prepaid Pass;
- the date and time the vehicle went through the toll;
- the vehicle category;
- the toll amount.

The invoice and passage statement mentioned in this Article are the only documents issued by the Company.

#### **12.2. Invoice frequency**

##### **12.2.1. For the Subscriber Pass**

Invoices are issued monthly for the Subscriber Pass. The Company reserves the right to modify this frequency subject to the Holder being informed thereof.

#### **12.2.2. For the Prepaid Pass**

All the journeys made over the course of one day are deducted the following day from the balance of the Prepaid Pass. The Company reserves the right to modify this frequency subject to the Holder being informed thereof.

### **12.3. Invoicing method**

#### **12.3.1. For the Subscriber Pass**

The Company invoices the sums due by the Holder for passages through the Site during the period under consideration, as well as any other amounts owed by the Holder within the scope of the Contract.

This invoice details the date of the direct debit.

The invoice cannot be considered as being the final invoice for transactions made by the Holder during the period under consideration. Any transaction made during the period but not detailed on the statement will be carried over to the one of the following invoices.

The invoice is drawn up in digital format and sent to the Holder by e-mail. This invoice is also available in the Holder's personal space accessible from the internet website.

However, the Holder may opt for the "paper invoice" service, which is subject to specific invoicing as set out in Appendix 1 "Standard tariff schedule".

The "paper invoice" service is offered to any Holder who subscribed by telephone and stated that he/she did not have a personal e-mail address,

#### **12.3.2. For the Prepaid Pass**

Passage statements are available in the personal space accessible through the internet website.

In this personal space, it is also possible to consult and download receipts for each passage made over the course of the last three (3) months.

These services are only accessible to Holders with a customer account and so do not apply to Holders of an anonymous Prepaid Pass, as stated in Article 4.2.2.

### **12.4. Processing outstanding invoices - impact (Subscriber Pass only)**

If payment is made by direct debit and the first demand is rejected, then a second direct debit transaction will be made in the same amount.

As soon as it is ascertained that the first direct debit demand has been rejected, the Company blocks the Subscriber Pass until full settlement of the invoice has been received.

In the event of non-payment of the full amount, formal notice is sent to the Holder by the Company. A second presentation of the invoice may be made before the formal notice is sent.

The formal notice specifies:

- amounts outstanding on the invoice's due date;

- late payment penalties calculated on the basis of three times the legal interest rate for professional customers and the legal interest rate for other users, applied to amounts outstanding on the invoice's due date; these penalties are added to the principal sum; all journeys made and not yet invoiced will then become immediately payable.

The Holder is informed that a waiting period for the reactivation of the Subscriber Pass may be necessary in the event of payment after the Pass has been blocked.

With regards to Holders who have subscribed or act in a professional capacity, it should be noted that a fixed charge for recovery costs, in the sum of 40 Euros, will be automatically due without prior notification being sent by the Company in the event of late payment. The Company reserves the right to demand that a supplementary charge be paid by the Holder if recovery costs effectively incurred exceed this amount.

### **Article 13. Amicable settlement of invoice disputes**

Any claim regarding the details of an invoice may be lodged within a period of ninety (90) days commencing the invoice's issue date and must be sent to the Company's customer services department by post or by e-mail through the internet website's contact page. It is mandatory to cite the number of the Subscriber/Prepaid Pass.

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

If necessary, the Company will provide proof of the transaction(s) by means of recordings made on computer systems.

### **Article 14. Termination of contract – Impact**

#### **14.1. Termination by the Holder**

The Holder shall inform the Company of his/her wish to terminate the Contract by contacting the customer services department either through the online personal space, or by e-mail or by registered letter with proof of receipt.

Subject to use of the service ceasing after the above-mentioned request has been made, termination of the contract will take effect after all outstanding sums have been paid.

#### **For the Prepaid Pass only:**

Holders of a Prepaid Pass linked to a customer account may ask for any remaining credit to be reimbursed by contacting the customer services department through his/her personal space, by post or by telephone. The balance will be returned through a bank transfer made within a period of three (3) weeks after receipt of the Holder's bank account details.

In the absence of information regarding the Holder's identity at the time of subscription, it will not be possible for SANEF staff to confirm whether the person making the request is indeed the Holder of the Prepaid Pass and carry out the reimbursement of credit remaining on anonymously subscribed Prepaid Passes.

In any case, if the Prepaid Pass has been inactive for a period of five (5) years, the available balance will no longer be refundable and the Company reserves the right to terminate the Contract.

#### **14.2. Termination by the Company**

Without prejudice to any possible damages that the Company reserves the right to claim, the latter may automatically terminate the Contract in the event of non-performance of any one of the obligations incumbent upon the Holder (especially in the event of fraud or failure to pay any outstanding amounts, in full or in part).

### **Article 15. Contractual modifications and service charges**

The Company reserves the right to make any modifications to the Contract. These modifications will be made known to the Holder. If the Holder does not accept such modifications, he/she will be able to terminate the Contract according to the conditions set out in Article 14.1. The absence of any written response from the Holder within a period of three (3) months shall imply his/her agreement to the modifications.

All components of the Subscriber/Prepaid Pass schedule, as detailed in Appendix 1, may be adjusted especially in the event of toll charge variations and will not, therefore, be subject to a contract amendment. Holders will be informed by e-mail or by post for Holders who have subscribed to the paper invoice option.

Modifications in toll charges and the Subscriber/Prepaid Pass schedule apply as soon as they come into effect.

### **Article 16. Liability**

The Company will make every endeavour to ensure internet subscription services are available. As such, the Holder will be informed if access to services is temporarily suspended or limited so that repairs and maintenance can be carried out or new functions and services be added. Nevertheless, the Company will strive to restrict the frequency and duration of such suspensions and limitations.

The Company's liability is limited to direct tangible damage and excludes any indirect damage, particularly any financial or commercial prejudice connected to the Holder's business activity or mission (especially loss of turnover or clientele), the action of any third party or detriment to the Holder's image.

In the event of proven fault, the Company's liability may not exceed the amount effectively paid by the Holder, within the scope of the Contract causing the prejudice, during the three (3) months preceding the occurrence triggering such prejudice. It is here specified that the Company's liability is capped at five thousand (5,000) Euros for all prejudice suffered by the Holder through the services provided under the Contract throughout the duration of the Contract.

The Company may not be held liable in the event of non-performance or poor performance of the Contract, especially due either to the Holder or a third party to the Contract, or due to a case of force majeure.

### **Article 17. Data protection**

By subscribing to the Company's services, the Holder fully accepts the entire Contract and the Privacy Policy that is accessible at the following URL address:

<https://www.groupe.sanef.com/fr/politique-confidentialite> or provided upon the first request made to the Company. This Privacy Policy describes the way in which personal data are collected, processed and kept secure by the Company.

The Holder may exercise his/her rights of access, rectification and opposition and also his/her right of deletion under the terms and conditions of the French Data Protection Act N° 78-17 of 6<sup>th</sup> January 1978, amended by the European Regulation on Data Protection 679/2016 of 27<sup>th</sup> April 2016, by contacting the SANEF Group's Data Protection Officer (DPO) at 30 Boulevard Gallieni, 92130 Issy-les-Moulineaux, France, or at the following e-mail address: [donneespersonnelles@sanef.com](mailto:donneespersonnelles@sanef.com).

### **Article 18. Settlement of disputes**

For Holders not having the status of trader, disputes will be filed before the appropriate French Courts, as defined by the French Consumer Code.

For Holders having the status of trader, any dispute that is not settled amicably will be submitted to the appropriate court in Nanterre, notwithstanding multiple defendants and the introduction of third parties including emergency and interim proceedings, summary applications or ex parte proceedings.

These clauses shall apply even in the event of introduction of third parties or multiple defendants.

This Contract is solely governed by French Law.

## Annexe 1 – Standard tariff schedule

	Amount (including VAT)*
<b>SUBSCRIPTIONS IN FRANCE</b>	
Subscription to the Subscriber/Prepaid Pass with e-invoice	€0.00 per annum and per tag
Subscription to the Subscriber/Prepaid Pass with paper invoice	€0.00 € per annum for Holders without a personal e-mail address €4.00 € per month for Holders who have subscribed to this option
<b>OTHER TARIFFS</b>	
Start-up and activation costs for Subscriber Pass and Prepaid Pass	€0.00 / tag
Contribution to mainland France postage and packing costs	€0.00 /tag
Contribution to international postage and packing costs	€10.00 /tag
Duplicate paper invoice	€2.00 / month requested
Request for detailed statement	€4.00 / tag / month requested
Late payment penalties (Subscriber Pass only)	Companies: 3 times the legal interest rate Individuals : the legal interest rate
Fixed recovery costs payable by professional customers (Subscriber Pass only)	€40.00**
Costs incurred for blocking the Pass by SANEF (Subscriber Pass only)	€10.00
Contractual penalty clause	18% of outstanding amount
Replacement Subscriber/Prepaid Pass due to technical malfunction	Free of charge
Replacement of a tag for reasons other than technical malfunction (for example, personal convenience)	€6.00

\* Tariffs in effect on 1<sup>st</sup> December 2018. All tariffs and schedules of charges are subject to revision pursuant to Article 15 of the Contract. VAT is charged at the rate of 20%. VAT on expenditure outside France cannot be recovered.

\*\* not subject to VAT

Credits: Photo by Art Markiv on Unsplash