

Art.1 - Field of appliation

The following general conditions have the purpose of governing the conditions of subscription and use of Ametis transport tickets for use on the Ametis network operated by Keolis Amiens and apply to all clients, whether they are purchasers or holders of the ticket, regardless of the medium. Together with the operating regulations for the service and the commercial conditions of use for the GOI Transport card, they form the transport contract governing the obligations between the client and Keolis Amiens applicable to the entire Ametis network and embodied in the transport ticket.

The complete general conditions and the operating rules of the service are available at Espaes Mobilité and on the website www.ametis.fr.

Keolis Amiens reserves the right to modify the present general conditions of Sale, operating rules, and conditions of the use of GOI. In this case, clients will be informed by publication in the buses and on the webstite, www.ametis.fr.

Art.2 - Subscribtio

- 2.1 Any valid subscription on the Ametis network is strictly personal and
- **2.2** The beneficiary must be a GO! cardholder, either registered or anonymous. The subscription will be charged to the card.
- **2.3** A complete file must be submitted to the Ametis network. The signing of a subscription contract leads to the opening of a client file and the acceptance by the latter of the associated General Conditions of Sale and of the service's operating rules.
- 2.4 By subscribing to a nominative card, the client accepts that his or her personal data will be kept by Keolis Amiens to enable it to manage its contracts.

However, he has the possibility of being opposed to the conservation of his photo and/or his personal data in digital format by Keolis Amiens.

The client must be able to justify the consistency between the identity mentioned on his GO! card and the identity card eventually requested by the agents.

2.5 The client certifies that the information he or she provides, which may be intended to benefit from a solidarity rate or a personalized status, is accurate.

It is recalled that the use of a false capacity intended to deceive a legal person to determine it to deliver a good or provide a service constitutes a swindle and is penalized.

2.6 If it is found that false information was provided in order to obtain a discounted fare, the agents may deny access to the transport vehicle and the contract will be terminated. The client will be liable for the discount he or she has unduly benefited from as well as for damages.

Art.3 – Pricing and payment

- 3.1 Fares are indicated in euros, including VAT, in the fare schedule available at the Espaces Mobilité and on the website <u>www.ametis.fr</u> and may be revised according to the decisions taken by Amiens Métropole regarding fares.
- **3.2** Keolis Amiens reserves the right to refuse any new purchase or subscription to a debtor with whom a dispute over payment of a previous purchase is still open. In the case of unpaid bills, a reminder will be sent to regularize the situation within 7 days. If the situation is not rectified before the 30th of each month, the payer will be registered in the management of unpaid bills. The voucher cannot be used by the client until he or she settles the outstanding amount, interest at the legal rate, and any other costs incurred.
- **3.3** The payer must be an adult or an emancipated minor (proof must be provided). He can be different from the subscriber who holds the subscription. He or she can take charge of several contracts.

3.4 Special provisions for annual subscriptions:

3.4.1 Annual subscriptions can be paid in cash in a single instalment by cheque, credit card, or cash, or by direct debit in 12 monthly instalments, subject to acceptance of the file by Keolis Amiens. The first monthly payment is due when the subscription is taken out, regardless of its validity date.

3.4.2 Payment by SEPA direct debit

The SEPA direct debit is a payment at the initiative of Keolis Amiens on the basis of a prior authorization given by the debtor, materialized by a mandate. This mandate, signed by the client, authorizes Keolis Amiens to issue SEPA direct debit orders to its bank. It is characterized by a "Unique Mandate Reference" (RUM) that appears on the document. This authorization can be used for one-time or recurring payments. The direct debit request must be made before the 15th of the month preceding the first day of the subscription. Each monthly payment is taken on the 5th of each month for 11 months (1st payment in cash).

When subscribing to a subscription, the client must complete and sign a mandate, then attach a bank identification statement showing his bank

details (IBAN/BIC). He must keep the RUM and ICS references appearing on the mandate

It is the client's responsibility to provide accurate and complete information when concluding a subscription and signing a mandate and to inform Keolis Amiens as soon as possible of any change in said information during the course of the contract, via AMETIS - Centre d'exploitation et maintenance - Service Gestion des abonnements - 9 rue Paul-Émile Victor - 80136 Rivery.

Any new mandate with a bank account number must be communicated before the 20th of the month in order to be taken into account for the next debit. In case of non-compliance with this obligation, the client will not be able to take advantage of the non-receipt of information and/or notifications sent by Keolis Amiens in the case of a dispute.

Keolis Amiens will notify the client by any means (mail, SMS or email) at least 5 calendar days before the date of the first direct debit by providing an annual schedule. The client may contest an authorized direct debit with his bank within 8 weeks from the date of debit of his account, and within 13 months from the date of debit of his account, an unauthorized direct debit. In case of an unjustified dispute, Keolis Amiens reserves the right to invoice the client for management fees.

In the case of modification or revocation of the mandate, the client must address a mail A/R to AMETIS - Commercial Service - Operation and Maintenance Center - 9 rue Paul-Émile Victor - 80 136 Rivery.

Any request to revoke the mandate must be accompanied by the designation of another valid means of payment.

Art.4 - Use of the title

4.1 In accordance with the operating rules, the ticket must be validated when entering each Ametis bus, even when connecting.

- 4.2 No refunds, even partial ones, will be made:
 - In the case of free days decided by the Organizing Authority or network disruptions (bad weather, incidents, demonstrations, strikes, epidemics, etc.), apart from the cases provided for by the law on social dialogue and the continuity of public service in regular passenger land transport and its practical arrangements defined by the Organizing Authority.
- In the case of ticket(s) purchased by the client for travel on the network between the date the GO! card is lost, stolen, or forgotten and the issue of a new card loaded with the client 's valid pass.
- In case of change and/or declaration of family quotient after the date of subscription of the contract.
- 4.3 Any fraudulent use of the card, in particular of the subscription, by the client (forgery, counterfeiting, lending by a third party, etc.) detected during a control will result in the prohibition of access to the vehicle, the opposition of the card, and the immediate cancellation of the subscription, and possible legal proceedings.
- 4.4 In the case of loss or theft of the GOI card, the client must pay for the duplicate. The price of duplicates is available in the Ametis store and on the website, <u>www.ametis.fr</u> and may be modified at any time. The tickets will then be reloaded free of charge on the new card (nominative card only).
- 4.5 Malfunction of the contactless card

In the case of a malfunction, the provisions of the operating regulations must be observed. However, if the malfunction is due to improper use of the card by the client (e.g., a bent or folded card), the client must pay for the duplicate. The tickets will then be reloaded free of charge on the new card (nominative card only).

Art.5 – Termination of the subsription

- **5.1** The monthly subscription cannot be terminated under any circumstances
- **5.2** The yearly subscription can only be terminated in one of the following cases:
- **5.2.1** Professional transfer outside the perimeter of Amiens Métropole imposed by the subscriber's employer in the case of an annual subscription or professional transfer bye the subscriber's legal guardian in the case of an annual subscription.
- **5.2.2** Change of school location outside the Amiens Métropole perimeter of the subscriber within the framework of an annual subscription.
- 5.2.3 Subscriber's death
- 5.3 The termination request must be formulated by the subscriber or his beneficiaries, accompanied by supporting documents, by registered letter with acknowledgement of receipt to AMETIS Service Commercial Centre d'exploitation et maintenance 9 rue Paul-Émile Victor 80136 Rivery.
- **5.4** Subscription paid in cash: the subscriber is then debited for the months remaining until the end of the contract. The reimbursement is made on a prorated basis of $1/12^{\rm th}$ of the subscription for the year subscribed. Any month started remains due.
- **5.5** Subscription paid by direct debit: the cancellation request must reach Keolis Amiens before the $20^{\rm in}$ of the month preceding the direct debit to be cancelled. If the request is accepted, the months remaining until the end of the contract are not validated, and the corresponding monthly payments

are not taken. The payer remains liable for the sums due for the unpaid amounts plus the fees.

5.6 The client may not request the temporary suspension of the contract.

5.7 Keolis Amiens may terminate this agreement by operation of law, by notice to the debtor, in any of the following cases :

- When one or more payments remain unpaid.
- Fraud established in the constitution of the subscription file, false declaration, falsification of supporting documents.
- Fraudulent use of the card, control, and violation: please refer to the Operating Regulations.
- 5.8 Keolis Amiens reserves the right to refuse any new contract to a payer or beneficiary whose contract has already been terminated for fraud.

Art.6 - Confidentiality and personal data protection

6.1 Keolis Amiens offers declarative support that allows not to appear in the client file and is anonymous.

6.2 If the client has objected to keeping his or her photo in digital format, a new photo will be requested each time a GO! card is requested.

6.3 The data collected is subject to automated processing for the purposes of ticket management, commercial canvassing, prevention and management of unpaid, stolen, and lost tickets, statistical analysis, or surveys, as well as the fight against fraud throughout the period of validity of the client's ticket. With the exception of commercial canvassing, which is based on your consent, these various processes are based on the execution of the subscription contract. The data is intended for the services of Keolis Amiens, which is responsible for the processing. The client's data are kept for the time necessary for the administrative and accounting management of the subscribed services and the promotion of the services of Keolis Amiens / Ametis / Buscyclette. For more information, we invite you to consult our privacy policy available on www.ametis.fr and in the Ametis & Buscyclette Mobility Spaces.

In accordance with the applicable regulations, the client has a right of access, rectification, and/or deletion, limitation of processing, as well as portability of his personal data. The client may also object to their processing for commercial purposes.

The client can exercise his rights, or address any other question relating to

The client can exercise his rights, or address any other question relating to the processing of his personal data, to AMETIS Centre d'exploitation et maintenance - Service Gestion des subscriptions - 9 rue Paul Emile Victor - 80136 Rivery. The client can also directly contact our Data Protection Officer by mail at reseau-ametis.dpo@keolis.com

6.4 As part of our quality approach, a system for recording calls from the client relations center can be set up. This system allows us to measure the level of complaints received and support the teams in cases of conflict. This processing is based on the legitimate interest of Keolis Amiens to develop and improve its services. In accordance with the applicable regulations, these recordings are kept for a period of 91 days by Keolis Amiens, the data controller. These records are intended for the client service manager. The client has the same rights listed in Article 6.3 to oppose the recording of his or her telephone conversation.

6.5 In accordance with Article L.223-2 of the Consumer Code, the client has the option of registering on an opposition list to telephone solicitation available on the website www.bloctel.gouv.fr.

Art.7 - Claims

For any cancellation and/or refund request, the client may write to AMETIS - Operations and Maintenance Center - Subscription Management Department - 9 rue Paul-Émile Victor - 80136 Rivery, or call 03 22 710 710 (Type 3) or send an e-mail to relationclientel@@ametis.fr .

In case of dispute, the client will have to expose the reasons for his grievances and produce any useful document for the treatment of his request.

In accordance with Article L.612 et seq. of the French Consumer Code, the client, after having contacted the Keolis Annies client service and in the absence of a satisfactory response within a period of 2 months, may resort to a conventional mediation procedure with the Tourism and Travel Mediator, whose contact details are MTV Médiation Tourisme Voyage -BP 80 303-75 823 Paris Cedex 17 and the terms of referral are available on its website: www.mtv.fravel.

Art. 8 – Application and modification

- **8.1** Keolis Amiens reserves the right to modify at any time the present general terms and conditions of sale, which will apply within 15 days of their publication on the Keolis Amiens/Ametis website.
- **8.2** The provisions of this document are governed by French law. Any dispute shall be submitted to the competent courts of the competent inrightion