

IDCAB SERVICE TERMS AND CONDITIONS OF SALE - NOVEMBER 2016

1. DEFINITIONS

Customer: refers to the user of the IDCAB booking service website and its distribution channel partners as well as the user of the transport service.

Driver: physical person driving vehicles in relation to the transport service.

Transfer or Transport Service: chauffeur-driven vehicle or taxi service that transports the Customer from the collection point to the drop-off point.

Meeting time: meeting time indicated by the Customer when booking.

Collection point or "Starting Point"

- For a trip from a train station or an airport, this point is located near a vehicle access point. Depending on the station or airport, this will be the quick drop-off point, the taxi rank, or a dedicated parking area; it is defined for each station or airport served and is communicated to the Customer when they book and in the confirmation email,

- For a trip between two addresses, this is the departure address defined by the Customer.

Drop-off point or "End point"

- For a trip to a station or an airport, this is close to a vehicle access point. Depending on the station or airport, this will be the quick drop-off point, the taxi rank or a dedicated parking area; it is defined for each station or airport served. For a trip between two addresses, this point corresponds to the destination address selected by the Customer.

Optional extra: additional service that the Customer can reserve when placing their booking, and consisting either of accompanying the Customer to their train for trips to a station, or meeting the Customer at the front of the train for trips from a train station. This optional extra may not be available for some stations or itineraries.

In case of disruptions or overcrowding (major departure dates related to school holidays), this optional extra may be suspended at certain stations. A message will be sent to the Customer to inform them of this change, and they will be asked to contact the driver on arrival.

With regard to the optional extra of accompanying the Customer to the train, the Customer will only be accompanied to the train if its platform details are displayed on the screen when the Customer arrives at the station. If these details are not displayed on the screen, the Customer will be accompanied to a spot near the display screen or to the station atrium.

IDCAB Website: website set up by SNCF Mobilités to process Customer bookings for a transport service to take them to or collect them from a station or airport, or to transport them between two locations in the conurbations served. The website is available at <http://www.idcab.sncf.com>.

iDPASS App: the SNCF Mobilités mobile application designed to make the SNCF Mobilités IDCAB service available and to connect the User with Partners offering mobility services.

Digital Distribution Channels: the distributors mentioned below allow the Customer to book a transport service to transfer them to or from the station or, if available, between two addresses within the conurbations served (including airports).

The Digital Distribution Channels are:

- IDTGV.com
- iDPASS mobile app
- SNCF mobile app

The iDCAB services sold on the SNCF app are only for transfers to and from stations.

The iDTGV distribution channel has established its own iDCAB terms and conditions of sale. They are available under the "CPV" tab on its website at the following address: <http://www.idtgv.com>.

Carrier: the transport provider to whom SNCF Mobilités subcontracts the realisation of the road transport under its transport service.

2. PURPOSE

These Terms and Conditions of Sale and Use of the IDCAB Website (hereinafter, the "Terms and Conditions of Sale") aim to define the contractual relationship and mutual obligations existing between SNCF Mobilités and its Customers as well as the rules for using the IDCAB website.

3. SCOPE OF SERVICE

IDCAB is a service offered to SNCF Mobilités Customers aged over 18 who can legally enter into a contract. This service is designed to assist Customers from the collection point to the drop-off point.

It is available between an address and a station/airport, or between two addresses in the conurbations surrounding the stations listed below, subject to eligibility:

- Aix en Provence TGV
- Massy TGV
- Massy Palaiseau
- Paris Gare de l'Est
- Strasbourg TGV
- Paris Bercy
- Paris Gare de Lyon
- Lyon Part-Dieu
- Lyon Perrache
- Lyon Saint Exupéry
- Paris Montparnasse

- Paris Austerlitz
- Bordeaux Saint Jean
- Toulouse Matabiau
- Paris Saint-Lazare
- Paris Nord
- Marne la Vallée
- Roissy CDG 2
- Lille Europe
- Lille Flandres
- Rennes
- Nantes
- Marseille
- Toulon
- Nice
- Cannes
- Avignon TGV
- Montpellier

If the Customer selects a point of departure or arrival that is not served by iDCAB, the Website will suggest they contact an SNCF Mobilités partner taxi booking service. Bookings placed via this call centre are the sole responsibility of the partner.

4. GENERAL PROVISIONS

SNCF Mobilités offers Customers a taxi or chauffeur-driven vehicle booking Service via its website and iDPASS mobile app, within the scope defined in Article 3 of the Terms and Conditions of Sale.

This transport service is provided in exchange for up-front payment of the full amount by the Customer through the iDCAB site or one of the Digital Distribution Channels.

Customers must be in possession of a mobile phone to use this Service.

5. ACCEPTANCE OF THE WEBSITE TERMS AND CONDITIONS OF SALE

Only Customers who have read and unreservedly accepted all of the Terms and Conditions of Sale available by clicking on the "*Terms and Conditions of Sale and Legal Information*" tab may book the Service using the Website or the iDPASS App.

Full acceptance of these Terms and Conditions by the Customer is confirmed when they tick the box and communicate their personal and bank details. It is specifically agreed that this acceptance is evidence of Customer consent to the Terms and Conditions of Sale and their booking.

These Terms and Conditions of Sale are valid from 01/09/2015 and remain in force until the Services booked by the Customer and accepted by SNCF Mobilités have been completed.

SNCF Mobilités reserves the right to change or remove the Terms and Conditions of Sale at any time, such modifications or deletions will not apply to bookings that have already been accepted by SNCF Mobilités.

6. TERMS AND CONDITIONS OF SERVICE IMPLEMENTATION

6.1. Nature

SNCF Mobilités offers the Transport Service to Customers who book it under the scope defined in Article 3 of the Terms and Conditions of sale.

In order to execute the Transport Service, SNCF Mobilités uses transport subcontractors, who may be taxi or chauffeur-driven vehicle groups.

6.2. Terms

The meeting time is set by the Customer when they make their booking.

The Customer is responsible for verifying:

- The time required to arrive for their train, plane or any subsequent mode of transport on time
- The time required to arrive at the station or airport, collection or drop-off point or selected address

For transfers to a train station or airport, the website may display an informative message during the booking process if the Customer's selected meeting time could result in their arriving at the station after their train's departure time. This message is based on an estimate of the Customer's travel time, given traffic data history and a safety margin. Compliance with this indication does not in any way guarantee timely arrival.

6.3. People with reduced mobility

SNCF Mobilités goes to great lengths to cater for people with reduced mobility. People with reduced mobility travelling in a folding wheelchair that can be carried by one person, are covered by the entire IDCAB network.

People with reduced mobility who need special transport equipment (e.g. vehicle loading ramp), can contact the IDCAB team with their request. A solution will be offered wherever possible. To do so, those concerned are invited to express their needs using the "Contact Us" form on the IDCAB website or to follow the steps indicated in the terms and conditions of use of the Digital Distribution Channels.

For station transfers, people requiring assistance at the station are invited to contact the SNCF Mobilités "Accès Plus" service. The Accès Plus service can be reached at the following number: +33 (0)890 640 650 (calls cost €0.12 per minute including VAT, excluding any operator surcharges) or by email at: accesplus@sncf.fr.

6.4. Fares

Fares are quoted when booking on the IDCAB Website or Digital Distribution Channels. Non-refundable VAT applies to these prices. VAT will not be displayed separately on the transport receipt.

Rates quoted when booking on the iDCAB Website or on Digital Distribution Channels do not include toll charges. Customers must cover these additional costs.

Customers can download proof of payment for bookings made on the iDCAB Website in PDF format, using the booking management section of the website. To access this section, they need to access the Booking Management page (Accessible from the iDCAB website, under the "My Bookings" tab) and then provide their email address and the iDCAB booking number.

6.5. Number of people and amount of luggage carried

Each vehicle can only carry up to 4 passengers. The price does not depend on the number of passengers.

Each vehicle can transport two suitcases or travel bags as well as two pieces of hand luggage. The driver may refuse to carry any additional luggage.

6.6. Booking, cancellation

Bookings or cancellations can be processed online via the iDCAB website according to the specific terms and conditions for each station or corresponding conurbation. These terms and conditions are detailed under the "FAQ" section of the iDCAB website, as well as in the confirmation email sent to the Customer as part of the booking process.

Therefore, depending on the city, the Customer can cancel free of charge or make a booking:

- **Until 20:00 on the day before departure** to Marseille St Charles, Aix-en-Provence TGV, Lille Flandres, Lille Europe, Strasbourg and Toulouse Matabiau
- **Up to 10 hours before** the start of their transfer to Rennes, Nantes, Avignon TGV, Nice, Cannes, Toulon, Montpellier St Roch
- **Up to 2 hours before** the start of their transfer at Paris Gare de Lyon, Paris Gare du Nord, Paris St Lazare, Paris Bercy, Paris Montparnasse, Paris Est, Paris Austerlitz, Massy TGV Marne-La-Vallee, Roissy - CDG2 TGV, Lyon Part-Dieu, Lyon-Perrache, Lyon St-Exupéry

The exact number of hours required for a cancellation will be displayed on the iDCAB website when the booking is placed and in the confirmation email sent to the Customer.

These periods are to ensure that bookings or cancellations are processed correctly and that the information is successfully relayed to the Carrier.

After the given time period has passed, new trips cannot be booked and existing bookings cannot be cancelled, or the Customer will not be refunded.

To cancel an iDCAB booking made via the Digital Distribution Channels within the given time period, Customers must check the Terms and Conditions of Sale of the relevant distribution channel.

6.7. Changes

If the Customer wishes to change a booking, they need to cancel their booking in accordance with the terms set out in Article 6.6, then make a new booking.

6.8. Pets

Small dogs and other domestic animals, weighing under 6 kg, suitably enclosed in a container measuring no more than 45 cm x 30 cm x 25 cm, are permitted to travel free of charge; up to a maximum of two pets are allowed.

Except for the provisions set out in the preceding paragraph, no other pets are allowed inside the vehicles.

7. WEBSITE BOOKINGS

7.1. Customer capacity and solvency

In order to place and pay for bookings, Customers must be over the age of 18, must be legally able to enter into a contract and must respect the Terms and Conditions of Sale.

Customers are responsible for bookings they make for themselves and for others when acting on their behalf.

The Customer guarantees the true and accurate nature of the information they provide.

7.2. Booking periods

Customers can book an IDCAB Transport Service up to 6 months prior to their transfer, if this is not linked to a train journey.

If the transfer is linked to a train journey, the Transport Service can be booked once the Customer has booked or purchased their train ticket.

Customers can book the Transport Service up to the maximum booking and cancellation times defined in Article 6.6 of these Terms and Conditions of Sale.

7.3. Making a booking

Bookings can only be made via the IDCAB website www.idcab.sncf.com or its Digital Distribution Channels.

When the Customer makes a booking,

- They select the departure address, station or airport and the arrival address, station or airport for each journey in their booking
- If the collection point is a station or airport, the Customer must specify their train or flight number to enable the Carrier to wait, especially in case of delay.
- They specify their personal information and make the payment.

When the Customer has a train ticket, they can save time by entering their travel booking reference (DV No. shown on the confirmation email sent to the Customer or at the bottom right of the ticket) and their name. To make their booking they must then:

- Select their departure and/or arrival address
- Select whether they wish to use the "Collect at the front of the train" or "Escort to the train" options
- Enter their personal information and process payment

After booking and paying for the trip on the IDCAB website or a digital distribution channel, a confirmation email is sent to the Customer stating the address and contact information provided.

This email specifies:

- A booking number assigned when the booking was made
- The trip details: collection and drop-off locations, date and time of the meeting
- The fare(s)
- A payment summary
- The cancellation period for their trip and a link to the online cancellation page
- A link to the applicable Terms and Conditions of Sale
- The legal information regarding the protection and correction of personal data

After booking and paying for the trip through a digital distribution channel, the Customer receives a booking confirmation complying with the Terms and Conditions of Use of the distribution channel.

7.4. Payment

The prices displayed during payment include the Customer Transport Service and any optional extras.

The price shown on the payment does not include toll fees. Customers must cover these additional costs.

Final booking confirmation is subject to receipt of the payment from the Customer through the IDCAB website or one of its Digital Distribution Channels. No payment will be made on board the vehicles.

The IDCAB website only accepts card payments from the Cartes Bancaires network, VISA, EuroCard and Mastercard. Payment via the Digital Distribution Channels is made in accordance with the IDCAB Terms and Conditions of Sale or the specific conditions of the relevant distribution channel.

Transport services and optional extras booked by the Customer are to be paid for with a bank card via a secure and reliable payment system. Thanks to this system, the bank details (credit card number and expiry date) provided by the Customer cannot be intercepted by third parties.

In accordance with personal data protection regulations, the Customer can ask SNCF Mobilités to erase their bank details at any time.

SNCF Mobilités guarantees the confidentiality of bank card numbers using state-of-the-art data protection and encryption technology. All data relating to Customer credit card information is encrypted by SSL and sent directly to the payment processing centre.

The encryption methods and services used to secure the transactions may be subject to a declaration or authorization in accordance with current legislation.

If payment is invalid, incomplete or inexistent, for reasons ascribable to the Customer, the IDCAB Service sale is cancelled and any ensuing costs must be covered by the Customer; they may also be subject to civil and/or criminal proceedings.

In order to ensure consumer and transaction security, SNCF Mobilités reserves the right to block any booking that appears fraudulent or does not provide all the necessary guarantees in terms of online payment security.

8. CONTACTING THE DRIVER

The Customer must be in possession of a mobile phone or other device that can send or receive text messages.

On the day of departure, a text message will be sent to the Customer a few minutes before the driver arrives at the meeting point. This text message bears a telephone number that the Customer can use to contact the driver in case of difficulty.

If the driver is unable to reach the intended collection point (due to works, diversions, etc.), the driver will contact the Customer directly (by phone or text message) to give them another collection point nearby. If no alternative solution can be found, SNCF Mobilités will fully reimburse the fare to the Customer.

If the text message cannot be sent (network outage, etc.), the terms of the appointment remain as they were when the booking was made. They are indicated on the confirmation email sent to the Customer. The Customer must go to the planned collection point at the agreed time.

9. DRIVER ABSENCE OR DELAY

The driver is deemed late when they arrive at the collection point more than 10 minutes after the agreed meeting time.

In case of delay, the Carrier will contact the Customer to notify them of the delay. If the Driver is unable to collect the Customer, an alternative solution will be provided. In the absence of an alternative solution, the iDCAB fare will be reimbursed if the Customer booked through the iDCAB Website or the iDPASS and SNCF Applications.

If the Customer booked through another distribution channel, they may be compensated or reimbursed according to the Terms and Conditions of Sale of the distribution channel in question.

10. CUSTOMER ABSENCE OR DELAY

10.1. Customer lateness when the driver arrives

The Customer must be at the Collection point at the agreed Meeting time. The Driver must wait for the Customer for 10 minutes after the Meeting time stated in the booking.

After this period, except in the special case covered by Article 10.2, failure to be at the Meeting point will mean that the Customer will be deemed absent. In such cases, the Customer cannot claim reimbursement for the Transport Service covered by their booking, and the full fare will be kept by SNCF Mobilités.

10.2. Customer delay when the driver arrives to collect them from a station or airport.

If the train or the plane on which the Customer is travelling is delayed by more than 10 minutes, pick-up is guaranteed for up to 15 minutes after their train or plane actually arrives or up to 15 minutes after the meeting time specified in the Customer's booking pushed back to reflect the delay of their train or plane.

In such cases, the Customer must report to the Meeting point and wait there until the deadline mentioned in the previous paragraph has passed. If the Customer does not show up or fails to respect this deadline, the Customer is deemed absent.

11. LIABILITY AND INSURANCE

11.1. Liability

11.1.1 Injury to the Customer or their property in relation to the road transport service

SNCF Mobilités is presumed liable under the common law applicable under the provisions of the amended Law No. 85.677 of 5 July 1985 regarding traffic accidents that cause injury or material damage during transport to Customers, passengers and third parties.

11.1.2. Other damages

Subject to the provisions of Article 11.1 above, SNCF Mobilités is responsible for material and immaterial damage that may be caused to Customers, including passengers and third parties, due to proven negligence under terms of common law.

11.2. Compulsory Third Party Liability Insurance for Motorised Land Vehicles

SNCF Mobilités ensures that its providers (motorised land vehicles or taxis) hold third party liability insurance for motorised land vehicles.

12. INTELLECTUAL PROPERTY

All of the content on the Website and all industrial and intellectual property rights belong to SNCF Mobilités, its affiliates or its partners. The IDCAB name and all other trademarks, logos and IDCAB representations displayed on the Website are trademarks of SNCF Mobilités or its affiliates.

The Customer has no right to the protected contents and the industrial and intellectual property rights of the Website, which remain the exclusive property of SNCF Mobilités, its affiliates or its partners.

Any reproduction, representation or dissemination of all or part of the Website by any means and on any format whatsoever without the prior, express written consent of SNCF Mobilités or its affiliates is prohibited and may be subject to legal action.

Any extraction, reproduction or re-use of the whole or a qualitatively or quantitatively substantial part or not of the content of the databases relating to the Website is prohibited.

Any creation of hypertext links to protected Website content is subject to prior, written agreement from SNCF Mobilités. Any unlawful use of all or part of the Website contents and of the industrial and intellectual property rights relating thereto may be prosecuted.

13. PERSONAL DATA

13.1 Aims:

In accordance with the Data Protection Act, the processing of personal data by SNCF has been declared to the corresponding party. This declaration sets the conditions for collecting and processing such data.

SNCF Mobilités processes and is responsible for processing personal data for the following reasons:

- To retrieve Customer booking information (train tickets) to add taxi/chauffeur-driven car transfers to their train trips
- To limit the number of entries made by the Customer when making a booking
- To quote the Customer with a price in accordance with their departure and destination addresses
- To allow the cancellation of a booking

- To notify providers operating the Transport Service of all the transfers to be carried out
- To enable providers to adapt to changes to transfers from a train station or airport and Customer pick-up times regarding train or plane arrival times
- To be able to monitor the quality of the service provided by the service providers
- To communicate with Customers about the IDCAB service
- To statistically analyse use of the IDCAB service in order to improve the usability of the website and to optimize the service Customers receive
- To use Customer loyalty numbers to identify and provide the Customer with a one click payment option ("1 click-payment")
- Commercial prospecting, including iDPASS offers

All personal data requested is mandatory and necessary for the service to function correctly.

The essential operational data collected by SNCF Mobilités is kept for 3 years and will only be used by the services concerned. It is not communicated to the transporters operating the transfers booked by a Customer.

Depending on the city or railway station, services are provided by Allocab, Le Cab, E-cab, Snapcar, Pikmeup, Ecotaco and Les Taxis Marseillais.

13.2 Data collected

To book a transfer, Customers must provide compulsory information: their full name, telephone number, email address and bank details.

13.3 Conservation Period

The data collected by SNCF Mobility is retained for 3 years from the last contact with the Customer.

Bank details are kept for a period of 13 months from the debit date.

Some data may be archived to prove a right or contract, or if legal or regulatory obligations require. Access to archived data will be strictly limited to the relevant SNCF Mobilités services. This data can only be archived for the time needed to fulfil these legal or regulatory obligations or for a period not exceeding the statutory period under common law.

13.3 Right of access, correction and opposition:

Under amended Data Protection Act no. 78-17 of 6 January 1978, Customers duly identified by SNCF Mobilités are entitled to access, correct, modify and delete personal data and to object to such data being processed for legitimate reasons.

Customers can also instruct SNCF Mobilités to define the terms and conditions for the use, conservation and communication of their personal data after their death. Instructions given by the Customer will only cover data collected by SNCF Mobilités in the context of the execution of the Transport Service.

If Customers wish to exercise these rights, they can send their request with a copy of their identity card, to the following address:

idcab@services-sncf.com

14. COMPLAINTS

Any complaint relating to a booking made on the iDCAB website must be made via the IDCAB Website using the "Contact Us" section available on www.idcab.sncf.com.

Select "complaint" in the "reason" field on the contact form.

Any complaint for a booking made on one of the Digital Distribution Channels must be made to the distributor using the points of contact set up by them.

Any dispute concerning the interpretation and/or execution of the Terms and Conditions of Sale may be subject to a mediation procedure for unresolved disputes submitted to the Customer Service:

- by contacting the SNCF MOBILITÉS Ombudsman at the following address: TSA 37701 – 59973 Tourcoing Cedex or online via www.sncf.com/mediateur-mobilites. The principles and rules applicable to referral to the SNCF MOBILITÉS Ombudsman are defined by the Mediation Protocol signed on February 5, 2016 available on the Ombudsman's website.

- and/or by accessing the European online dispute resolution platform at the following address:

<http://ec.europa.eu/odr>.

The Customer remains free to accept or refuse mediation and, where mediation takes place, each party is free to accept or refuse the solution proposed by the Ombudsman.

Failing amicable agreement, any dispute concerning the interpretation and/or execution of the Terms and Conditions of Sale lies exclusively under the jurisdiction of French courts.

15. APPLICABLE LAW

These Terms and Conditions of Sale and annexes are subject to French law. If one or more provisions of these Terms and Conditions of Sale are declared null and void or inapplicable, the other stipulations will remain in force and retain their scope.

16. LEGAL NOTICE

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