

## TERMS OF SUBSCRIPTION "SKI A LA CARTE"

The following standard terms and conditions set forth the provisions governing relations between Grand Massif Domaines Skiabes and each of the subscribers (hereinafter referred to as "Subscriber(s)") and beneficiaries (hereinafter referred to as "Users") of the "Ski à la carte" offer.

These terms apply exclusively to individuals who are considered consumers in the meaning of the introductory article of the Consumer Code.

All of these terms will be made available to the Subscriber, who can download and print them.

The contractual information is presented in French.

The present conditions are applicable to any new subscription as from **October 1st, 2020**.

With regard to existing Subscriptions, these terms cancel and replace the preceding versions and take effect one month after their notification, as provided for in the former article 22 "Modification of the standard terms and conditions of subscription".

### ARTICLE 1. DEFINITIONS

**Subscription:** designates subscription to the "Ski à la carte" offer.

**Subscriber:** designates a person who has reached the age of majority and has full legal capacity, and who has subscribed to the "Ski à la carte" offer.

**User:** designates a person holding a Card and benefiting from the "Ski à la carte" offer.

**Card:** designates the material medium named "Carte Skillico" which takes the form of an RFID smart card, which is personal and non-transferable and which may be used only by the person whose name it bears and enables access to the Network's ski lifts.

**Subscriber Account:** designates the account to which all Users associated with the Subscriber are gathered. It is accessible on the Internet Site and enables the Subscriber, after it has identified himself, to access all the information concerning its Subscriptions, the Usage made by Users of the account, the Services, his invoices and his personal data.

**Usage:** designates the number of skier days used by the Users over a given period.

**Ski area(s):** designates the perimeter limited by ski lifts of the Network.

**Operator(s):** designates the compan(y)ies that operate(s) the ski lifts in the ski areas belonging to the Network covered in article 4.

**Network:** designates all the Operators' ski areas accessible to Users.

**Customer Service:** designates the information and assistance service placed at the disposal of Subscribers and Users by Grand Massif Domaines Skiabes within the conditions defined on the Internet Site.

**Services:** designates the additional services offered by Grand Massif Domaines Skiabes as described on the Internet Site and in the Operator Internet Site and detailed, as the case may be, in the Special Terms and Conditions for the Services.

**Internet Site:** designates the <https://www.skialacarte.fr> Internet site.

**Operator(s) Internet Site:** designates the web site of the Issuing Company: <http://www.grand-massif.com/votre-sejour/forfait-de-ski/skillico/>.

**Issuing Company:** designates the Developer seller of the Card, whose references appear in article 3.

## **ARTICLE 2. DESCRIPTION OF THE “SKI À LA CARTE” OFFER**

“Ski à la carte” is a subscription service offering Users the possibility of easily, rapidly and randomly accessing, on an unrestricted basis and at the times they wish, via a so-called "hands-free" system and at “Ski à la carte” daily rates, the Network's ski areas as described below.

Subscription to the “Ski à la carte” offer leads to the issuing of a Card enabling Users to go through the turnstiles at the access points to the Network's ski lifts and access the lifts on an unlimited basis throughout the duration of the Subscription, subject to the opening days of the Ski Areas. Subscriber is invoiced monthly for the amount of the Usage made by Users of his Subscriber account.

## **ARTICLE 3. ISSUING COMPANY**

The Card is issued by Grand Massif Domaines Skiabes, a public limited company with a capital of 6,697,620 euros, listed in the Annecy Trade and Companies Register under the number 602 056 012, the registered office of which is at Téléphérique de Flaine, Grandes Platrières, 74300 Araches-la-Frasse, France, Registered at ORIAS as an Intermediary Insurance Agent ([www.orias.fr](http://www.orias.fr)), under the number: 20 000 410.

Number of intracommunity VAT: FR 15602056012.

Phone number and e-mail address: See Article 13.

Insured in professional civil liability, in the conditions planned by article L. 220-1 of the French Insurance Code, with Allianz Iard, 1 Cours Michelet – CS 30051- 92076 PARIS LA DEFENSE Cedex, France.

## **ARTICLE 4. THE NETWORK'S SKI AREAS**

The Card enables free circulation on the ski lifts of the Ski Areas of the following Operators, on behalf of which the Issuing Company sells ski lift passes in its name. The Operators elect domicile as follows:

- **Serre Chevalier Ski area**  
**SCV Domaine Skiable (SCV)**, a simplified joint stock company (*Société par Actions Simplifiée*) with a capital of 15,012,460.40 euros, listed in the Gap Trade and Companies Register under the number 348 799 529, the registered office of which is at Place du Téléphérique, Le Serre d'Aigle, Chantemerle, 05330 Saint Chaffrey, France.
- **Les Arcs / Peisey Vallandry Ski Area**  
**ADS**, a public limited company (*Société Anonyme à conseil d'administration*) with a capital of 17,756,460 euros, listed in the Chambéry Trade and Companies Register under the number 076 520 568, the registered office of which is at Chalet des Villards, Arc 1800, 73700 Bourg-Saint-Maurice, France.
- **La Plagne Ski Area**  
**Société d'Aménagement de la station de La Plagne (SAP)**, a public limited company (*Société Anonyme à conseil d'administration*) with a capital of 2,157,776 euros, listed in the Chambéry Trade and Companies Register under the number 076 220 011, the registered office of which is at La Plagne – Plagne Centre – 73210 La Plagne Tarentaise, France.
- **Paradiski Ski Area**  
**ADS and SAP companies (cf. above)**

- **Grand Massif, Flaine or Villages Ski Areas**

**Grand Massif Domaines Skiables (GMDS)**, a public limited company (*Société Anonyme à conseil d'administration*), with a capital of 6,697,620 euros, listed in the Annecy Trade and Companies Register under the number 602 056 012, the registered office of which is at Téléphérique de Flaine, Grandes Platrières, 74300 Araches-la-Frasse, France.

- **Tignes-Val d'Isère Ski Area**

**Société des Téléphériques de la Grande Motte (STGM)**, a public limited company (*Société Anonyme à conseil d'administration*), with a capital of 3,240,000 euros, listed in the Chambéry Trade and Companies Register under the number 076 920 024, the registered office of which is at Gare de la Grande Motte, Lieu-dit le Val Claret, 73320 Tignes, France.

**Société des Téléphériques de Val d'Isère (STVI)**, a simplified joint stock company (*Société par Actions Simplifiée*), with a capital of 2,737,800 euros, listed in the Chambéry Trade and Companies Register under the number 380 241 513, the registered office of which is at Gare Centrale des Téléphériques, 73150 Val d'Isère, France.

## ARTICLE 5. SUBSCRIPTION

The Card is offered by the Issuing Company on the Web Site and on the Station Web Site.

The Subscriptions are subscribed by the Subscriber on behalf of a Beneficiary, and the Subscriber can himself be a Beneficiary. The Subscriber can subscribe several Subscriptions on behalf of several Beneficiaries within a limit of six (6) Subscriptions.

The Issuing Company also offers the Subscriber a "Carré Neige Liberté" insurance policy in addition to its Subscription. This contract is subject to insurance conditions that can be consulted and downloaded the internet site ([Standard Terms and Conditions](#) section).

By subscribing the Subscription, the Subscriber declares that he accepts these general terms as well as the general terms of use of the transport tickets for the ski lifts of the Network Operators.

A Subscriber who already has a Subscription from one of the Operators mentioned in Article 4 cannot subscribe to a new Subscription.

To subscribe, the Subscriber must:

1. go to the Internet Site; click on "I subscribe", then choose his/her favorite ski resort OR choose his/her favorite ski resort, then click on "I subscribe to Skillico"  
OR go to the Operator Internet Site, then click on "I subscribe";
2. fill in the first and last names and the dates of birth of the Beneficiary or Beneficiaries of the account, and click on « I accept and register »;
3. specify who the Subscriber is, and click on « I accept and register »;
4. fill in his postal and telephone contact information, as well as the login and the password, and click on « I accept and register »;
5. choose the method for receiving the Card (sending by post or picking up at the site), and click on « I accept and register »;
6. on the order summary, mention for each Beneficiary whether or not you want to add insurance, read the general terms of sale and mark the appropriate box to indicate the Subscriber's acceptance, and click on « Confirm – Order with payment obligation »;
7. enter your bank account information on the secure site of the payment agent to confirm the order.

The Subscriber can verify the details of his order and the total price and correct any errors before confirming this to express his acceptance.

Cards can be ordered in French or in English.

The Issuing Company is free to refuse the Subscription application for a legitimate reason, such as well-known insolvency or the termination of a preceding Subscription by one of the companies mentioned in article 4 due to fraud or payment default.

The Subscriber is invited to keep a copy of his order confirmation as well as a copy of these general terms (in electronic format or paper print out).

After validation of the Subscriptions and their payment, the Issuing Company will send the Subscriber a welcome E-mail informing him:

of the making available of his invoice in his dedicated space;

of the date of the sending by post (ten working days at most as of the Subscription) or of the making available of the Card(s) at one of the Issuing Company's points of sale.

In the event of sending by post, delivery charges apply, the amount of which appears on the Web Site and/or the Station Web Site.

#### **ARTICLE 6. ABSENCE OF RIGHT OF WITHDRAWAL**

Subscription is not subject to the application of the right to withdraw provided for in articles L.221-18 onwards of the French Consumer Code on Distance Selling.

#### **ARTICLE 7. PERIOD OF VALIDITY OF THE SUBSCRIPTION**

The Subscription is subscribed to for a period running from the 1<sup>st</sup> of October of year Y to the 30<sup>th</sup> of September of Year Y+1, regardless of the date on which the Subscription was taken out.

The Subscription will be renewed by tacit agreement at the price terms in force on the day of renewal. The Subscriber will be informed at least 1 month before the expiry date of his Subscription(s) of the terms applicable to the renewal of his Subscription(s). He will have until the 30<sup>th</sup> of September of the then current year to inform the Customer Service that he does not intend to renew his Subscription, if this is the case, either by means of a letter sent by recorded delivery with return receipt, the postmark constituting proof as to the date of despatch, or by connecting on his Subscriber Account and can so proceed to the partial or total termination of his Subscription(s).

Unless a request to cancel the Subscription(s) is received, the Subscription(s) will be automatically renewed for a period of 12 months running from the 1<sup>st</sup> of October of each year.

The price for renewal of the Subscription(s) will be due for payment on the 1<sup>st</sup> of October of each year.

*Article L. 215-1 of the French Consumer code: "For service contracts concluded for a determined period with a tacit renewal clause, the professional service provider will notify the consumer in writing, by dedicated nominative letter or E-mail, at the earliest three months and at the latest one month before the end of the period allowing for rejection of the renewal, of the possibility of not renewing the contract which he concluded with a tacit renewal clause. This information, provided in clear and comprehensible terms, should mention the deadline for non-renewal in a clearly visible box.*

*When this information is not sent to him in compliance with the provisions of the first paragraph, the consumer can terminate the contract free of charge at any time as of the renewal date.*

*Advances made after the last renewal date or, for contracts of indeterminate duration, after the date of transformation of the initial fixed-term contract, are in this case reimbursed within a period of thirty days as of the date of termination, with*

*deduction of the sums that correspond to the fulfillment of the contract up to this point. The provisions of this article apply without prejudice to those which legally subject certain contracts to specific rules with regard to consumer information."*

*Article L. 215-3 of the French Consumer code: "The provisions of this chapter are also applicable to contracts concluded between professionals and non-professionals."*

*Article L. 241-3 of the French Consumer code: "When the professional does not make reimbursement by the terms specified in article L. 215-1, the sums due generate interest at the legal rate."*

**Specific case concerning the «Works Council & Equivalent» offer:**

As an exemption, for Members receiving this offer, Membership is limited to a fixed duration of one year exactly, from 1st October of the current year to 30th September of the following year, regardless of the subscription date, and **will not be automatically renewed**.

**ARTICLE 8. PRICES AND PAYMENT TERMS**

**8.1. Prices**

Each Card issued will give rise to payment of the cost of the Subscription. This cost is to be found on the Internet Site or on the Operator Internet Site.

The "Ski à la carte" daily rates for use of the ski lifts in the Ski Areas are set by each of the Network's Operators and will be invoiced to the Subscriber in accordance with the price terms in force on the date of usage, with a minimum rate of discount of 10 % on the basis of the applicable daily adult public price.

The "Ski à la carte" daily rates for Ski Area ski lifts are published on the Internet Site or on the Operator Internet Site. This is a fixed rate regardless of the age of the Beneficiary which cannot be combined with the reduced rates and in particular with special children's, seniors', family or "bad weather" rates.

Regarding Issuing Company's Ski areas, for the Beneficiary from 5 up to 15 years'old, the most advantageous rate between Children Public rate and Ski à la Carte rate will be applied.

All prices stated are fixed by each of the Network's Operators and invoiced to the Subscriber in accordance with the price terms in force on the date of usage.

The Subscriber is hereby informed that when a User passes through a turnstile at a ski lift access point in a Ski Area, this will give rise to invoicing of the "Ski à la carte" daily rate for the said Ski Area, regardless of the number of times that the ski lifts are used during the day invoiced.

Regarding Issuing Company's Ski areas, one of the three available tariffs (Grand Massif area, Flaine or Villages) will be applied depending on the area the Beneficiary used (not available for the pedestrians area, beginners area or Sixt area).

These prices and discount are set for the current winter season and are liable to change, with every renewal of the Subscription.

All prices stated are per day, inclusive of VAT and payable in euro and are fixed on the basis of the taxes in effect on the day of the Subscription and/or the Usage.

Any modification and/or variation of the applicable taxes will automatically affect the all taxes included price of the Subscription and/or the Usage made by the User as of the date of the said modification.

## **8.2. Payment terms**

The amount for the Subscription, Carré Neige Liberté Insurance and sending cards costs (cf. article 5) is paid by credit/debit card.

The Subscriber can choose to pay for the use resulting from the free circulation of the Beneficiaries on the Ski Slopes, the option "invoices sending by mail" (cf. article 8.3) and the lump sum compensation due in the event of loss/theft of the Card (cf. article 11) by credit/debit card or by SEPA direct debit

To do this, the Subscriber communicates the numbers and the date of validity of his credit/debit card, or fills in and signs on-line a direct debit authorization if he chose SEPA direct debit in the abovementioned case (the entry is made on a secure site).

Data is held by the company CDA DOMAINES SKIABLES (SIREN n°: 477 855 787), as the authorised representative of the Issuing Company and Operators (hereafter known as the «Authorised Representative») for purposes of invoicing and payment transactions.

By accepting these general terms, the Subscriber who chose SEPA direct debit agrees to receive a pre-notification of each SEPA direct debit by E-mail sent on the 1st of the month, concomitantly with the sending of the link allowing access to the invoice of the preceding month via the Subscriber Account.

The sums are due on the date indicated on the invoice.

## **8.3. Invoicing**

Each Subscription is invoiced and the money is collected by the Agent in the name of and on behalf of the Issuing Company.

The use is invoiced and the money is collected directly by the Agent in the name of and on behalf of the Operator of the Ski Slopes on which the use was recorded.

The Subscriber thus acknowledges that he may receive invoices issued by the Agent, in the name of and on behalf of Operators other than the Issuing Company, as a function of the Ski Slopes on which the Beneficiary skied.

Every month, the Agent will prepare statements of the use for each Ski Slope for the preceding month by the Beneficiaries of the Subscriber Account on the Network. The calculation of the use is done per calendar month, including the last day of the month, based on the A la Carte Skiing Day Rate in effect and applicable at the Ski Slopes involved, regardless of the number of uses and of whether or not the Beneficiary skied on all or part of the Ski Slopes.

The statement of use for each Ski Slope will specify, for each Beneficiary of the Subscriber Account:

- the date of use;
- the corresponding amount.

Based on the use statement, the Agent invoices and draws money on a monthly basis from the credit/debit card or the bank account of the Subscriber (as a function of the payment method chosen) for the sums due from the Subscriber for the month in question and for the uses of each of the Beneficiaries of the Subscriber Account and, if applicable, for all sums due from the Subscriber within the framework of his Subscription.

The invoice does not bring with it full discharge for the use of the ski lifts of the Ski Slopes by the Beneficiaries during the period in question. Any uses that were omitted on the statement will be invoiced later on, within the limit of the current winter season.

The recordings of uses made by the computer system of the Issuing Company and/or of the Operators and used as the basis for the invoicing are considered authentic.

The invoice indicates:

- the prices with and without VAT;
- the invoice date and the payment date;
- the statement of uses prepared at the Ski Slopes during the period of invoicing per Beneficiary of the Subscriber Account;
- other ancillary Services, if any;
- the possible compensation, penalties or expenses mentioned in articles 8.4, 11 and 12, if any.

The Subscriber authorizes the Agent to send him these invoices by E-mail. The Subscriber will receive at the beginning of each month an E-mail which includes a hypertext link to his Subscriber Account space in which he has access to his invoices which he can print and download.

Once the Subscriber Account created, he Subscriber can also subscribe the option of receiving invoices by post (for an additional fee).

The amount for the invoices is drawn from the credit/debit card or the bank account of the Subscriber (as a function of the payment method chosen) on the 5th of the month (or the next working day for SEPA direct debit) depending on the invoicing period.

#### **8.4. Failure to make payment**

If payment of the invoice is refused, the Issuing Company and/or the Operators (or their agent) if necessary, may issue a further debit request depending on the grounds for the payment refusal. The Subscriber may be served a formal demand to pay the sums due by e-mail or by post. Penalty interest for late payment, at the official French interest rate in force on the date of the invoice, will be payable as from the day on which payment was not made on the due date. This penalty interest will be payable in addition to the principal sum due.

Any failure to make payment as set forth above will lead by right, and without prior notification, to suspension of the Subscriber Account Card(s) until the sums due have been paid in full.

If the Subscriber does not pay the sums due and payable within 15 days following the formal payment demand, unless the Subscriber has valid grounds on which to contest the sums invoiced and brings these to the attention of the Issuing Company and/or the Operators (or their agent), the Subscriber Account Subscription(s) will be cancelled by right and without further advance notice. All Usage that has not yet been invoiced will become payable immediately.

Finally, the Subscriber declares to have acquainted with the fact that the Issuing Company (or his agent) is expressly appointed by every Operator, to proceed, on their behalf and for their account, to the amicable or judicial recovery of their debts.

#### **ARTICLE 9. TERMS AND CONDITIONS GOVERNING USE OF THE CARD**

The Card cannot be the subject of a refund and cannot be exchanged. Throughout its period of validity the Card will entitle the User to unrestricted and unlimited access to the ski lifts in the Network's Ski Areas. The User must keep the Card in his possession throughout all travel on the ski lifts, from the boarding area to the unboarding area.

Access will be granted exclusively on presentation of the Card at the access points and in accordance with the respective periods of opening and opening hours of the Network's Ski Areas ski lifts. In the event of failure to present the Card at the turnstile of an access point, access to the ski lift will be refused. Under no circumstances can the Operator and/or Issuing Company be held responsible for subsequent reimbursement of the purchase of ski lift tickets or passes made by the Subscriber and/or the User as a result of their having forgotten or lost their Card, or it having been stolen.

Checks may be made in order to verify that the Card is being used on a personal basis. Failure to comply with the personal nature of the Card will lead to its immediate confiscation and cancellation of the Subscription, without prejudice to quite different provisions planned by the standard terms and conditions for use of skipasses run by the Network's Operators, in the event of an offence evidenced by a sworn controller.

#### **ARTICLE 10. MODIFICATION OF THE IDENTIFICATION OF THE SUBSCRIBER AND/OR THE USER**

In the event of a change of postal address, E-mail address or bank information (e.g.: change of bank or account for SEPA direct debit, change of credit/debit card), the Subscriber agrees to modify and update this information on his Subscriber

Account within a period of five days at most following the aforesaid change, particularly in order to receive the SEPA debit pre-notifications as provided for in article 8.2.

The modification will take effect immediately.

However, the Subscriber acknowledges that he was perfectly informed of the fact that any changes of his bank information made between the 1st and the 5th of the month (M) will only take effect for the following month (M+1). As such, the Subscriber agrees to make sure that each invoice is in any case paid by the deadline set in article 8.3.

Likewise, in the event of revocation of the SEPA direct debit authorization by the Subscriber, he must immediately enter via his Subscriber Account his credit/debit card information to allow for payment of the sums due within the framework of his Subscription.

**Non-observance of the preceding provisions or the revoking by the Subscriber of the authorization for payment by Credit/debit card automatically leads to the termination of the Subscription(s) of the Subscriber Account.**

#### **ARTICLE 11. LOSS OR THEFT OF THE CARD**

In the event of the loss or theft of a User's Card, the Subscriber or the User must inform the Issuing Company thereof as soon as possible, via Customer Service, either by phone, or via the Internet Site.

The Subscriber or User may also declare the loss or theft of the Card at one of the "Ski à la Carte" points of sale in the Network's Ski Areas. The Card will then be deactivated and it will no longer be possible to use it.

An e-mail will be sent to the Subscriber and the User to inform them that the Card has been blocked.

For all new issues of a Card, the Subscriber must imperatively request one from Customer Service or order one directly on the Internet Site via his Subscriber Account. The Subscriber is hereby informed that a fixed sum (at the rate in force), representing a contribution towards the cost of issuing a replacement card, will be invoiced to the Subscriber and will be payable by bank card. The amount of this charge will be mentioned on the invoice for the following month.

The Issuing Company will send the new Card to the Subscriber by post within 10 working days maximum. The new Card may also be given in person to the Subscriber in one of the "Ski à la carte" point of sale of the Issuing Company and/or the Operators if the declaration of loss or theft was made on the spot.

If the Subscriber or the User recovers the Card that was declared lost or stolen, they must send it back to the Issuing Company by recorded delivery.

#### **ARTICLE 12. FAULTY CARDS**

In the event of the Card's malfunctioning or being subject to a technical fault, the Issuing Company and/or the Operators will replace the faulty Card at its own expense, as soon as possible after receipt of the faulty Card, provided that said faulty Card is effectively returned to them.

However, if after verification, the Card's malfunction proves to be attributable to the Beneficiary, the Issuing Company and/or the Operators will invoice the Subscriber for the cost of replacement of the faulty Card on the basis of a flat rate charge at the rate in force.

A defective Card may be replaced immediately in one of the "Ski à la carte" points of sale of the Issuing Company and/or the Operators or through Customer Service. In the latter case, the defective Card must be returned to the Issuing Company by recorded delivery post.



### **ARTICLE 13. CUSTOMER SERVICE**

For all questions of a commercial and/or technical nature, Customer Service can be contacted:

- by phone at +33 (0)4 79 75 36 15 (local call rates apply for calls made from a fixed-line phone in Metropolitan France), within the conditions defined on the Internet Site;
- by e-mail at: [contact@skialacarte.fr](mailto:contact@skialacarte.fr);
- via the Internet Site;
- by letter sent to CDA Domaines Skiabiles, Ski à la carte, Service Clients, 137 rue François Guise, 73000 Chambéry FRANCE.

### **ARTICLE 14. CANCELLATION ON THE INITIATIVE OF THE SUBSCRIBER**

The Subscriber may at any time unilaterally request Customer Service to cancel his Subscription by phone, on the Internet Site, or via a letter sent by recorded delivery with return receipt.

The Subscriber must give the reference details concerning his contract: name, address, phone number(s), e-mail address, Subscriber Account number and the number(s) of the cancelled Card(s). On receipt of the cancellation request, the Issuing Company will send an e-mail confirming cancellation (it is advisable to keep a copy of said e-mail) and will cancel and deactivate the Card(s) attached to the Subscriber Account. The Subscriber Account Users will no longer be able to benefit from the advantages of the Card(s) unless a new Subscription is taken out.

Cancellation will take place on the date indicated by the Subscriber in the notification of cancellation, and at the earliest, or if no date is indicated, two (2) working days as from receipt of the said notification.

Cancellation of the Subscription on the initiative of the Subscriber will not give rise to refunding of the cost of the Subscription, or payment of any compensation. Confirmation of cancellation will be sent by e-mail to the Subscriber. Usage prior to the date of effective cancellation as defined above will be payable by the Subscriber.

Moreover, except in cases of force majeure as defined by article 1218 of the Civil Code, in the event of a breach by the Issuing Company of its obligation to provide the services on the date or within the deadline indicated to the Subscriber or, failing that, thirty (30) days at the latest after the conclusion of the contract, the Subscriber can terminate the contract, by registered letter with confirmation of receipt or in writing in another durable form if, after having enjoined the Issuing Company, using the same procedures, to provide the services within a reasonable additional time frame, the Issuing Company has not done so within this period. The contract is considered to be terminated upon receipt by the Issuing Company of the letter or the document informing it of this termination, unless the Issuing Company has carried out the services in the meantime. The Subscriber can immediately terminate the contract if the Issuing Company refuses to provide the services or if it does not fulfill its obligation of providing services on the date or within the deadline indicated to the Subscriber, and if this date or deadline constitutes an essential condition of the contract for the Subscriber. This essential condition results from the circumstances of the conclusion of the contract or from an express request from the Subscriber before the conclusion of the contract (Article L216-2 of the Consumer Code).

### **ARTICLE 15. CANCELLATION ON THE INITIATIVE OF THE ISSUING COMPANY**

The Issuing Company expressly reserves the right to cancel the Subscription(s) by right before their term and to cancel the related Card(s), if the Subscriber and/or one of the Users of the Subscriber Account fail to comply with any of the obligations incumbent upon them by virtue of these standard terms and conditions of subscription, and/or conditions of use of the operators' ski lifts, particularly in the case of:

- fraudulent use: failure to respect the personal nature of the Card, whereby it is destined for use by one named person only
- fraudulent or false declarations: false declarations or falsification of documents on the occasion of the issuing or reissuing of the Card
- breach of any of the provisions of these standard terms and conditions of subscription or the standard terms and conditions for use of the Ski Areas, or behaviour that is contrary to law and order or public decency
- failure to pay any amounts due, that it is a claim of the Issuing Company and/or one or several other Operators.

And as such, without the Subscriber being able to request any form of reimbursement, even partial, or any form of damages for this prejudice.

The Subscriber or user will be informed by e-mail that their card has been blocked and the reasons will be evoked.

The Issuing Company reserves the right to refuse any new Subscription to a Subscriber whose Subscription has already been the subject of cancellation on the initiative of one of the companies listed in article 4.

#### **ARTICLE 16. THE EFFECTS OF CANCELLATION**

In the event of cancellation, regardless of the reasons thereof, the Issuing Company will issue an invoice for any unpaid amounts due on the score of the Subscription, including Usage. The penalties provided for in article 8 will be added to said amounts where applicable.

#### **ARTICLE 17. COMPLAINTS/CLAIMS**

Any complaints or claims must be made on the Internet Site via the Subscriber Account or to Customer Service within 15 days of the event at the origin of the complaint or claim in question, without prejudice ways and legal deadlines to take legal action, defined in article 23.

#### **ARTICLE 18. RESPONSIBILITIES**

The Issuing Company is responsible for the proper performance of the obligations resulting from the contract concluded online, whether these obligations are to be performed by itself or by other service provider, without prejudice to its right of recourse against them. However, the Issuing Company may exonerate itself from all or part of its responsibility by proving that the non-performance or the poor execution of the contract is attributable either to the Subscriber and / or the Beneficiary, or to the actions, unpredictable and insurmountable, of a third party to the contract, or to force majeure. (Art L221-15 Consumer Code).

#### **ARTICLE 19. PROOF, CONSERVATION AND ARCHIVING**

When the Subscriber provides their bank card number online and, more generally, confirms the order, this is taken as proof that the whole of the transaction has taken place and that payment is due.

In compliance with article L213-1 of the Consumer Code, for all orders placed on line on the Web Site or the Station Web Site for an amount greater than or equal to 120€, the Issuing Company will keep the written documents that constitute the Subscriber's order for a period of ten years as of the date of fulfillment of the corresponding service, and will guarantee him access to them at any time throughout this same period, upon simple request of the Subscriber.

#### **ARTICLE 20. PROTECTION OF PERSONAL DATA**

For more information, please refer to the provisions on the protection of personal data in the Terms of Use of the Internet site ([legal notice](#) section).

#### **ARTICLE 21. INTELLECTUAL PROPERTY RIGHTS**

The Subscriber does not acquire any intellectual property rights or rights of use, and cannot use the trading names, signs, emblems, logos, trademarks, copyright or other signs or any literary, artistic or industrial property rights belonging to the Issuing Company and/or the Operators.

## **ARTICLE 22. MODIFICATION OF THE STANDARD TERMS AND CONDITIONS OF SUBSCRIPTION**

The Issuing Company reserves the right to modify these standard terms and conditions of subscription. The Subscriber will be notified of any such modifications by e-mail one month before they take effect, except with regard to modifications to the prices for access to the ski lifts in the ski areas, which will be applicable with immediate effect in the conditions planned in article 8.1.

Should the Subscriber refuse the modifications made, he has to terminate its Subscription in accordance with the provisions contained in article 14 hereinabove contained. The absence of written answer from the Subscriber for this deadline of month is worth acceptance from him.

## **ARTICLE 23. FORCE MAJEURE**

Persuant to article 1218 of the French Civil Code, in the event of force majeure, Membership will be suspended or cancelled according to the conditions set out in articles 1351 and 1351-1 of the French Civil Code.

## **ARTICLE 24. TRANSLATION - APPLICABLE LAW - SETTLEMENT OF DISPUTES**

If these general terms are established in several languages, it is expressly agreed that the French version of these general terms is the only authentic version.

Consequently, and in the event of difficulties in the interpretation / application of any of the provisions of these general terms, we will refer expressly and exclusively to the French version.

These general Subscription terms are subject to French law for their interpretation and application.

All complaints must be addressed according to the conditions defined in the aforementioned article 17. If no satisfactory response or response is received in the period of at least sixty (60) days following the receipt of the written complaint (within a maximum of one (1) year from the date of the written complaint), the Member may contact the Tourism and Travel Mediator (MTV Médiation Tourisme Voyage, BP 80 303, 75 823 Paris Cedex 17) according to the conditions detailed on the website [www.mtv.travel](http://www.mtv.travel). The ruling of the Tourism and Travel Mediator is not binding on the parties to the contract.

Additionally, in accordance with article 14 of the (EU) Regulation n°524/2013, the European Commission has set up an Online Dispute Resolution Platform, to facilitate independent and out of court settlements of online disputes between consumers and European Union businesses. This platform can be accessed at: <https://webgate.ec.europa.eu/odr/>.

In the absence of an amicable settlement, the Subscriber can file a law suit before one of the territorial jurisdictions that are competent by virtue of the Code of Civil Proceedings, or the jurisdiction of the place where he lived at the time of the conclusion of the contract or of the occurrence of the proximate cause (Article R. 631-3 of the Consumer Code).