

APPLICATION FORM FOR THE "GO BY TELEPASS ONLINE" CONTRACT

The Applicant, hereinafter also referred to as the "Customer" (natural persons only):

Form number _____

1 THE APPLICANT

Surname e Name		Tax code	
Complete Address (name of street/ square and street/square number)			
City	Province	Postal Code	
Nation	Citizenship		
Mobile phone	E-mail		

hereby asks to subscribe to the "Go by Telepass Online" Contract, which covers the Go by Telepass service, reserved for natural persons domiciled in the countries indicated in the Supplementary Document to the Contract, equipped with a vehicle for private use, used for the transport of persons and belonging to the Permitted Vehicle Classes, accepting the Rules and Conditions that establish the terms of provision of the service and the related Supplementary Document, as set out below (hereinafter, the "Contract").

2 METHOD OF PAYMENT

Authorisation for continuous debit on credit card

By signing this authorisation and subscribing to the "GO by Telepass Online" Contract, the Customer, holder of the credit card indicated in this form, irrevocably authorises Telepass S.p.A. to charge that credit card for the fees and other amounts provided for in the Contract. The Customer therefore authorises Telepass S.p.A. to send the aforementioned provisions of continuous debit to the issuer of his/her credit card, agreeing, in the event of a change in the relationship with the issuer (e.g. in cases of loss, theft, replacement of the credit card, termination of the relationship, etc.), to promptly notify Telepass S.p.A. thereof. The Customer has the right to obtain refunds from the credit card issuer in accordance with the agreements and conditions governing the relationship with said issuer. If necessary, the refund must be requested within 8 weeks from the date the credit card is debited. The data of the creditor and the debtor are those set out in the Contract.

Type of payment: continuous	Contract: GO by Telepass Online
DATE	SIGNATURE

(signature is mandatory for subscription to the service)

Note: The rights of the subscriber to this authorisation are set out in the documentation obtainable from the credit card issuer.

3 SERVICES TO BE ACTIVATED

The subscriber asks to activate the following services:

☐ GO by Telepass service

Vehicle paired with the European Telepass Device:

License plate

Nation

Shipping address:

Name of street/square and street/square number

City	Province	Postal Code	Nation
------	----------	-------------	--------

Acceptance of the Rules and Conditions of the GO by Telepass service

The undersigned declares (i) that his/her personal data, entered during the subscription process, are true, (ii) that he/she has read and understood and fully accepts the Rules and Conditions and the Supplementary Document to the "GO by TELEPASS Online" Contract concerning the GO by Telepass service, (iii) that he/she authorises Telepass S.p.A. to charge the related costs and invoices to his/her credit card, as indicated above in this form, and agrees to communicate to Telepass S.p.A. any change in the data relating to the credit card itself, (iv) to have read carefully the information notice on the processing of personal data (provided pursuant to art. 13, Regulation (EU) 2016/679 "GDPR").

DATE	SIGNATURE
------	-----------

(signature is mandatory for subscription to the service)

The undersigned declares that he/she is aware of and accepts specifically, also pursuant to articles 1341 and 1342 of the Italian Civil Code, (as well as article 33 of the Consumer Code, as applicable), the provisions of the following articles: Premise, Part I, par.10 (Activation and Changes to the Other Electronic Toll Payment Services), 1.5 (Activation and Changes to the Additional Services), 2.2 (Obligation to communicate the theft/loss of the European Telepass Device and the responsibilities of the Customer), 2.5 (Conditions and limits of use of the Go by Telepass service), 2.6 (Suspension of the Go by Telepass service and withdrawal of Telepass S.p.A.) from the Contract for the fraudulent or unauthorised use of the service), 2.7 (Maximum Spending Limits and Suspension of the Go by Telepass Service after the limits have been reached), 4.9 and 8.1 (Deadline for the Customer to contest the amounts invoiced and debited), 5.1 and 6.1 ("Withdrawal of Telepass S.p.A. from the Contract"), 6.1 ("Suspension of the contractual relationship") and 8.3 ("Unilateral amendment of the Contract and the method of communicating such changes to the Customer") of the Rules and Conditions of the Contract.

DATE	SIGNATURE
------	-----------

(signature is mandatory for subscription to the service)

Information on Services and Business Activities

The undersigned consents to the processing of his/her personal data (as defined in par. 3 of the Information Notice on the processing of personal data) carried out by Telepass for the commercial purposes referred to in paragraph 4.4 of that Notice.

☐ I consent

☐ I do not consent

The undersigned consents to the processing of his/her data by Telepass for the profiling purposes referred to in paragraph 4.5 of the Information Notice on the processing of personal data.

☐ I consent

☐ I do not consent

Acceptance of the General Rules and Conditions of Autostrade per l'Italia S.p.A. (ASPI) for the use of Viacard and Telepass payment methods on Italian toll motorways

The undersigned declares that he/she is aware of and accepts the "ASPI" Rules and Conditions set out below and, specifically, the information on the processing of personal data by ASPI provided pursuant to art. 13 of European Regulation 2016/679.

DATE	SIGNATURE
------	-----------

(signature is mandatory for subscription to the service)

RULES AND CONDITIONS OF THE "GO BY TELEPASS" SERVICE GOVERNED BY THE "GO BY TELEPASS ONLINE" CONTRACT

FOREWORD: RECIPIENTS AND TYPE OF SERVICES GOVERNED BY THIS CONTRACT

Part I - TELEPASS S.p.A., - Share Capital: Euro 26,000,000.00 fully paid up - Tax code and registration number with the Register of Companies of Rome: 09771701001 - REA-ROMA no. 1188554 - P. VAT 09771701001 - Registered Office: Via Laurentina, 449 - 00142 Rome (hereinafter referred to as "Telepass"), if there is no outstanding debt for previous unpaid debts, or for previous terminations due to non-fulfilment by the Customer of the terms and conditions of contracts relating to the Telepass Family service or other contractual relationship with Telepass or with another company of the Group, shall provide for the activation to those who request it online through the website, the dedicated app or other channels that may be activated by Telepass (the "Customers") in the cases and under the conditions set forth below, the service called "GO by Telepass" governed by this contract (hereinafter, the "GO by Telepass Online Contract" or even just the "Contract"), having as its object (a) the provision by Telepass of the electronic toll service, aimed at allowing facilitated access of customers' vehicles, through their identification and authorization, to highways, roads, areas, means of transportation, facilities, infrastructure, etc, (b) the provision of further services strictly related to mobility and the performance of related obligations, as provided below (the "**Additional Services**"), all upon payment of a monthly fee for the months of use of the Go by Telepass service and the fixed costs indicated in article 3 below.

Specifically, the **Electronic Toll Service** governed by this Contract allows, **within the limits and under the conditions provided below and with exclusive reference to vehicles for private use, used for the transport of persons and belonging to the "Permitted Vehicle Classes"** indicated below: (a.1) access by the Customer's vehicles, identified and authorised by Telepass, to the Italian toll motorway network ("Italian Network") and to the motorway networks on the continental territory of the French Republic ("French Network"), the Kingdom of Spain ("Spanish Network") and the Portuguese Republic ("Portuguese Network"), as well as to the motorway network on the continental territory of the Croatian Republic, managed by Hrvatske Autoceste d.o.o. ("**Croatian Network**") and on the additional motorway networks of other countries that Telepass may make available from time to time and that the Customer has agreed to include in the European Service in accordance with the provisions of art. 1.4 below, by means of marked lanes, without the need to stop, on entry and exit, at toll collection stations (motorway tollbooths), with correlated payment, in favour of the motorway operators, of the amounts for tolls due by the Customer for the services it has used, subsequent debiting to the Customer of the corresponding amounts and performance of the further envisaged fulfilments (the "**Motorway Electronic Toll Service**"), as well as (a.2) the facilitated access of the Client's vehicles, identified and authorised by Telepass, to certain areas, car parks, roads, structures, infrastructures, means of transport and/or other services strictly connected to mobility, managed by the subjects that Telepass reserves the right to enter into agreements with (the "**Contracted Parties**"), with correlated payment, in favour of the Contracted Parties, of the amounts (for tolls, fees, etc.) due by the Client for the services provided (the "Services").) owed by the Customer in respect of the services he has used, subsequent charging to the Customer of the corresponding amounts and performance of the further envisaged fulfilments (the "**Other Electronic Toll Services**"), as provided below.

Telepass shall promptly inform the Customers of the possibility of extending the European Service to a further motorway network in another country (in addition to the French Network, the Spanish Network, the Portuguese Network and the Croatian Network already indicated in this Contract) and shall make available to the same Customers, through the website and other channels that may be provided, the relative rules and conditions of use, which if accepted by the individual Customer in the manner indicated below, shall regulate, as an integration to this Agreement, the manner of using the European Service on this additional motorway network and the amounts due by the Customer as a fee, with the envisaged Pay per Use formula (i.e., with a fee to be paid only when the service is used, as better specified below), for using the European Service on this network. The list of all the motorway networks and countries where the Customer can make use of the European Service from time to time and the relative rules and conditions of use shall always be available to the Customer, in an updated version, on the Telepass website (in particular, in the specific section of the site dedicated to the contractual documents of the services offered by the latter).

The extension of the European Service to a further motorway network of another country (in addition to the networks already expressly indicated in the present Contract) shall be deemed to have been perfected, by conclusive facts, by the individual Customer, when the latter uses the European Telepass Machine (or the other instrument provided by Telepass) for the first time in such specific network, e.g. by using the European Telepass Machine in his vehicle (i) in the lanes reserved for electronic toll collection at the entrance barriers to the network (or, where applicable, under the relevant "free-flow" portals for access to the barrier-free network) or (ii) in the access lanes (enabled to the European Service) of the parking facilities in the country concerned that have an agreement with Telepass. In particular, it is hereby agreed and expressly acknowledged that the described first use, by the Customer, of the European Telepass Appliance at a further single motorway network (or the relative affiliated car parks) shall entail the simultaneous extension of the European Service to said single network and the full acceptance of the relative rules and conditions of use, as previously published and made known, by Telepass, in the manner indicated in the previous paragraph.

The Ancillary Services governed by the present Contract allow the Customer, identified and authorised by Telepass, access, within the limits and under the conditions set forth hereunder, to further services strictly related to mobility, provided by Telepass or by subjects that Telepass reserves the right to enter into agreements with ("**Contracted Subjects**"), with correlated payment, in favour of the service providers for a fee, of the amounts due by the Customer for the services he/she has used, subsequent charging to the Customer of the corresponding amounts and performance of the further expected fulfilments, as set forth hereunder.

In order to use the Go by Telepass service, Telepass provides the Customer, under the conditions indicated below, with a dedicated app and a special apparatus ("**European Telepass Apparatus**"). The European Telepass Device enables the exchange of information with the automatic detection systems of the motorway network managers and of the Contractual Partners and with the Telepass IT system, enabling the identification of the Customers and the vehicles in transit and their authorisation to access and use the relative services, so as to enable (a) the motorway managers and the Contractual Partners to calculate the amount due to them by the Customer and, therefore, (b) Telepass to provide (b.1) to pay to these subjects the amounts (for tolls, fees, etc.) due by the Customer for the services he/she has used and to which he/she has had access through the GO by Telepass service, as well as (b.2) to debit the Customer with the corresponding amounts, as provided below.

The Go by Telepass service is provided on a continuous basis by Telepass, which also provides for the repair and replacement in the event of faults in the European Telepass Machine, at its own exclusive charge.

The Customer may use the GO by Telepass service only for personal use and within the limits and conditions of use and maximum spending limits set out in the Contract itself and indicated in the relevant Supplementary Document.

The European Telepass Machine may be used on each of the toll motorway networks indicated below only on vehicles for private use, used for the transport of persons and belonging to the following classes (the "Permitted Vehicle Classes")

- at the **Italian Network**, on vehicles that belong, according to that country's regulations: (i) to class A (motorbikes with an engine capacity of no less than 150 cc and 2-axle vehicles with a height of no more than 1.30 metres at the first axle); (ii) to class B (2-axle vehicles with a height of more than 1.30 metres at the first axle); (iii) to class 3 (vehicles and convoys built with 3 axles);
- at the **French Network**, on vehicles that belong, according to that country's regulations (i) to Class 1 (vehicles with a total height of up to 2 metres and with an authorised laden weight (PTAC) of up to 3.5 tonnes; (ii) to Class 2 (vehicles with a total height of more than 2 metres and less than 3 metres and with an authorised laden weight (PTAC) of 3.5 tonnes or less); (iii) to Class 5 (motorbikes, sidecars and three-wheelers); (iv) to Class 1 (Class 2 vehicles adapted for the transport of disabled persons and upon presentation of the registration certificate bearing the words "Disabled");
- at **Spanish Network**, on vehicles identified, according to that country's regulations, as: (i) motorbikes with or without sidecar; (ii) tourist vehicles without a trailer or with a trailer, without double wheels (double tyres); (iii) vans and vans with two axles, four wheels; (iv) minibuses with two axles and four wheels for transporting passengers with a maximum of 9 seats including the driver;
- at the **Portuguese Network**, on vehicles that belong, according to that country's regulations: (i) to class 1 (motorbikes and vehicles with a height of less than 1.1 metres); (ii) to class 2 (vehicles with two axles and a height of more than 1.1, metres);
- at the **Croatian Network** on vehicles that belong, according to that country's regulations, to class I (two-axle motor vehicles with a height of up to 1.90);
- at the additional networks that will be included by the Customer in the European Service, on vehicles belonging to the classes indicated in the rules and conditions of use relating to each of these networks

It is possible to access the Portuguese Network and the Croatian Network with the European Telepass Machine only with one of the two licence plates that the Customer may have coupled to the Machine.

The GO by Telepass service, which is the subject of this Contract, is aimed at and offered exclusively to the following subjects: natural persons who (i) are holders of a credit card belonging to the VISA, MasterCard, Amex and Diners circuits or to other circuits that Telepass reserves the right to indicate, on which to debit payments according to the debit and billing cycles indicated below and (ii) have their domicile in one of the countries indicated in the specific section of the website www.telepass.com, in the dedicated app and in the Supplementary Document relating to this Contract.

Telepass allows, under the envisaged conditions, adhesion to the GO by Telepass service governed by this Contract and the use of the European Telepass Machine, only to Customers who sign, at the same time as the GO by Telepass Online Contract, the General Terms and Conditions of Autostrade per l'Italia S.p.A. (hereinafter also referred to as "ASPI"), indicated in the last part of this contractual document, concerning the use of the automated electronic toll collection system at stations on the Italian toll motorway network.

As mentioned above, Telepass, in addition to providing the Motorway Electronic Toll Service, reserves the right to make available and allow the use, for Customers holding a GO by Telepass Contract, also of Other Electronic Toll Services, possibly grouped together and/or divided into categories (e.g. access to ferries, access to car parks in facilities with special agreements, access to LTZs, etc.), in accordance with the procedures established by Telepass itself. Telepass shall inform Customers, through its own website www.telepass.com, the dedicated app and other information and assistance channels that may be activated, of the Other Electronic Toll Services made available (on the basis of the agreements that Telepass shall enter into from time to time with the Contracting Parties) and which are, therefore, to be considered, from time to time, as part of the overall GO by Telepass service. To this end, Telepass shall make available to Customers in advance, in the aforementioned manner, information on the Other Electronic Toll Services available as well as, where applicable, the rules and conditions of use of each of these Services. The complete list of the Other Electronic Toll Services available and the relevant rules and conditions of use shall, in any case, always be available to the Customers on the Telepass web site and, for the entire duration of the Contract, on the dedicated app. In any case, it is understood that the activation of each of the Other Electronic Toll Services and the acceptance of the relative rules and conditions of use (where applicable), by the individual Customer, shall be considered completed at the moment in which the Customer himself makes the first use of the single Service concerned, accessing it through the European Telepass Machine. In the event of activation, the charges envisaged for the services (of the Contracting Parties) used by the Customer by using the Other Telepass Toll Services of Telepass shall be included in the GO by Telepass service accounting document, as provided for in the following articles. Telepass reserves the right to vary and update the Other Electronic Toll Services available and/or activated and to vary and update the 'list of Contracted Parties, giving notice thereof through its website, the dedicated app and any other channels activated. This is without prejudice to the Customer's right to deactivate at any time one or more of the Other Electronic Toll Services through the dedicated app or by sending, by registered mail with return receipt, a written communication to Telepass S.p.A. - Customer Care Via del Serafico 49 - 00142 Rome.

The 'extension of the Italian Network, the French Network, the Spanish Network, the Portuguese Network, the Croatian Network and the additional networks available for the use of the European Service and the updated list of the areas, car parks, roads, structures, infrastructures, means of transport and/or other services strictly connected to mobility, managed by the Contracting Parties, present in these territories are made available to

the Customer on the website www.telepass.com and, where applicable, on the dedicated app. Telepass reserves the right to change and update such information and lists, giving notice thereof through its website, the dedicated app and any other channels that may be activated.

By adhering to the GO by Telepass Online Contract and using the GO by Telepass service (also in relation to the Motorway Electronic Toll Service only and/or to one or more of the Other Electronic Toll Services or the Ancillary Services), the Customer is obliged to pay to Telepass the fees and costs indicated in article 3 below.

In particular, the GO by Telepass service is provided on a "Pay per Use" basis, i.e., with a service fee to be paid to Telepass only in the event of using the GO by Telepass service, under the conditions and in the manner regulated below. In particular, the GO by Telepass "Pay per Use" formula provides for (in addition to the charges for tolls and other fees due by the Customer for the services he/she accesses by using the GO by Telepass service) the payment to Telepass (in addition to the amount due to the latter for the GO by Telepass service activation costs i costi di spedizione dell'Apparato Telepass Europeo e gli altri costi e indennizzi eventualmente maturati ai sensi del presente Contratto) di un canone di servizio per ciascun mese solare in cui (i) i sistemi di rilevamento/telepedaggio abbiano rilevato l'utilizzo dell'Apparato Telepass Europeo consegnato al Cliente su una o più d'una delle reti autostradali comprese nel servizio GO by Telepass oppure per fruire di uno o più d'uno degli Altri Servizi di Telepedaggio (es. (ii) the Customer has used one or more Ancillary Services, as better specified in article 3.1, lett. (b) below.)

The Customer acknowledges and accepts that certain operational functions relating to the management of the GO by Telepass GO service and the related contractual relationship are only accessible via the dedicated app and not via the website.

Part II - Telepass allows the GO by Telepass service, governed by this GO by Telepass Contract, to be subscribed to by the natural persons indicated above, and then provides, in favour of the motorway network managers and the Contractual Entities, for the payment of the tolls and fees due by the Customer following the use of the GO by Telepass service, on the assumption (i) that Telepass is able to obtain, on the due dates, by debiting the credit card owned by the Customer the payment of the corresponding amounts and of any other sum due by the Customer to Telepass under the terms of this Contract, (ii) that there are no elements such as to entail a significant increase in the risk that the Customer may not be able to fulfil its payment obligations to Telepass on the due dates and (iii) that there are no elements such as to give rise to the suspicion or belief that fraudulent or unauthorised use of the GO by Telepass service and/or the European Telepass Machine is taking place, as provided for in the Contract itself.

For this reason, as part of the on-line application procedures for this Contract made available by Telepass, the latter will verify in advance, also through third parties, the ownership of the applicant and the validity of the credit card indicated by the applicant, in compliance with the law and in the manner described in the relative information provided by Telepass pursuant to Article 13 of Regulation (EU) 2016/679 "GDPR". In the event of a refusal to enter into the Contract relating to the GO by Telepass service through the online application procedure, the applicant may still consider the possibility of entering into a contract through Telepass channels (or by going to his/her own bank, where one has an agreement with Telepass) for the payment of motorway tolls on the Italian network and in the aforementioned countries and other additional and further services (e.g. Telepass Family with European Service), should the applicant meet the requirements of the relevant contract.

Also in consideration of the above, by entering into this Contract, the Customer accepts: (i) that Telepass may verify during the course of the relationship, also through third parties, the ownership of the Customer's credit card and the validity of the credit card indicated by the latter, in compliance with the law and in the manner described in the relative information provided by Telepass pursuant to art. 13 of Regulation (EU) 2016/679 "GDPR"; (ii) that the payment services covered by this Contract are provided by Telepass with the foreseen limits of use and maximum spending limits as set forth in articles 2.5, 2.6 and 2.(iii) that Telepass may assign its receivables (including future receivables) from the Customer, arising from this Contract, to third parties, with subrogation of the assignee to the Customer in the credit position of Telepass, pursuant to art. 1201 of the Italian Civil Code(iv) that Telepass may carry out (also with the help of companies in its group or third parties) all activities relating to the management and/or possible recovery of credits (such as, for example, the processing of information relating to the Customer's creditworthiness and punctuality of payments, also through the management of an information base; the selection of credits and related activities relating to invoicing, payment, management of any outstanding payments and monitoring of the progress of relations).

These Rules and Conditions have the code "GO by T. Online - ed. no. 1 - Luglio 2023" shown on the relevant application form and contractual document and govern the relationship between Telepass and the Customer in relation to the services requested and indicated in the form.

1. DEFINITIONS AND GENERAL RULES

1.1. For the purposes of this Agreement, the following terms, when used with a capital letter, shall have the meaning ascribed to them by the provisions of this Section 1.1.

By "**Certifying Body**" is meant the company, registered in the public list of "Certifiers", which provides "Certification Services", meaning the services offered by the Certifier for the purpose of issuing a "Qualified Digital Certificate", functional for the signing of IT documents by means of Digital Signature.

Digital Signature shall mean the type of advanced electronic signature identified as a set of data in electronic form attached to or linked to a computer document that enables the identification of the signatory of the document and guarantees the unambiguous connection to the signatory, created by means over which the signatory can retain sole control, linked to the data to which that signature relates in such a way that it is possible to detect whether the data have subsequently been modified.

On-line completion of the subscription to the GO by Telepass service subject of this Contract "GO by Telepass Online" by the Customer (in possession of the requirements set forth in paragraph I of the Introduction), and, therefore, the activation of the GO by Telepass service, may only take place through the on-line procedures made available by Telepass (i) on the website www.telepass.com, (ii) on the dedicated app and (iii) on any other channels activated by Telepass itself, following the instructions indicated, entering the data indicated each time, carrying out the required fulfilments, providing the compulsory and optional consents provided and finally signing the entire contractual document with Digital Signature (according to the methods made available on the channel used) depending on both the request to adhere to the "GO by Telepass Online" Contract and the adherence to the General Rules and Conditions of ASPI.

Within the scope of such on-line procedures, Telepass shall carry out certain eligibility checks on the applicant, also with reference to the ownership and validity of the credit card indicated by the Customer, as indicated in the pre-contractual information and in the information on the processing of personal data previously made available to the Customer by Telepass, pursuant to the law, within the scope of the same procedure. The signing, by the Customer, of the proposal of adhesion to the GO by Telepass Online Contract will take place, as mentioned above, through the use of Digital Signature, acknowledging, the Customer himself, that, according to the provisions of the regulations in force, the documents signed with Digital Signature satisfy the legal requirement of written form. In order to make use of the Digital Signature, the Customer shall be required to sign a specific contract with the Certification Authority, according to the modalities indicated during the on-line

procedure, for the purpose of issuing the qualified certificate. It is understood that under no circumstances shall Telepass be responsible for the relationship between the Client and the Certification Authority and for the Digital Signature issuing process, and that all information relating to such issuing process as well as to the Digital Signature characteristics and methods of use are made available to the Client in advance, as reported in the information notice, in the operating manual and in the contract prepared by the Certification Authority itself and made available to the Client both within the on-line procedure for signing the aforesaid Contract, and on the website of the aforesaid Certification Authority.

Telepass, therefore, having verified the positive outcome of the aforementioned checks on the Customer's eligibility and having also verified the regularity of the Customer's on-line procedure of adherence to the GO by Telepass Online Contract Rules and Conditions and to the ASPI General Rules and Conditions, may, at its sole discretion, accept or reject the Customer's proposal. In the event of acceptance, Telepass will send the Customer, at the end of the procedure (or, subsequently, by e-mail), an appropriate communication confirming the conclusion of the Contract, will transmit a copy of the Contract to the indicated e-mail address and will finally send the Customer, by mail, to the domicile indicated by the Customer within the scope of the procedure itself, the requested European Telepass Appliance, charging the shipping costs provided in article 3.2 of this Contract. Upon acceptance of the Customer's proposal and conclusion of the relative Contract, Telepass shall open the relative contractual position and activate the services requested by the Customer. In return for this, the code number of the European Telepass Device assigned to the Customer shall be made available to the Customer on the dedicated app.

The Parties acknowledge that the GO by Telepass Online Contract signed through the online procedures indicated above is a "distance contract", pursuant to the applicable provisions of Directive 2011/83/EU and Legislative Decree no. 206/2005 ("Consumer Code"). In particular, pursuant to Art. 9 of the aforesaid Directive and Article 52 of the Consumer Code, the Customer, if he/she qualifies as a "consumer", pursuant to the applicable provisions of law, shall be entitled to freely withdraw from the Contract within the term of fourteen days from the conclusion of the Contract itself, without having to provide any reasons and without having to bear any costs other than those provided for in Article 56, paragraph 2 and article 57 of the Consumer Code, without prejudice to (i) any amounts due for tolls and other fees due for the services used, through the European Telepass Machine at the Customer's disposal, until receipt by Telepass of the European Telepass Machine itself, as well as (ii) the payment, by the Customer, of an amount equal to a monthly portion of the service fee due under this Contract. Before the expiry of the fourteen-day period, the Customer may communicate its withdrawal to Telepass: (a) by sending a written notice (also using the special form made available on the website www.telepass.com) by registered mail with return receipt to the address indicated in article 7 below.2, taking care to specify the Contract number and one's Name and Surname and to attach a copy of an identity document of the Customer himself; in this case, the Customer, if he has already received the European Telepass Device, will be obliged to return it at the sales and service points authorised by Telepass for this purpose from time to time or by sending it by registered mail withr. to Telepass at the address indicated in article 7.2; (b) by going directly to the sales and service points authorised by Telepass and returning the Telepass European Unit, if received.

- 1.2. The Customer, by concluding the Contract, irrevocably undertakes to accept the debiting of its credit card, as indicated above (a) of the amounts relative to all tolls and/or fees (calculated on the basis of the exchange of information between the European Telepass Machine and the automatic detection systems referred to above) due in connection with the use, by the Customer, of the services provided by the motorway operators and/or by the Affiliated Parties referred to above and to which the Customer has had access by availing himself of the Electronic Toll Services, (b) of the amounts due to Telepass for fees (b) of the amounts due by Telepass for fees, costs, indemnities and/or other securities provided for by the present Contract and invoiced by Telepass itself, as well as (c) of the further amounts (for fees, costs, indemnities and/or other securities) that may be due by the Customer for the use, by the latter, of the services strictly connected to mobility provided by Telepass or by the Participating Parties and to which the Customer has had access by availing himself of the Accessory Services.

Telepass, in turn, undertakes to pay the motorway network managers and the Contractual Partners the amounts, for tolls and fees, owed by the Customer for the services provided by the aforementioned subjects and which the Customer has been able to access by using the GO by Telepass service, at the same time subrogating itself to the Customer, in the cases provided for, in the credit position of the aforementioned subjects pursuant to art. 1201 of the Italian Civil Code. Telepass may, moreover, proceed to pay the amounts due by the Customer to the motorway network managers and to the Concessionaires, also providing for the purchase and payment of the fee for the right to use the service used by the Customer to these subjects on its own, and, therefore, for the retransfer to the latter of this right and the charging of the relative fee.

Only with the actual payment, in favour of Telepass, of the amounts due by the Customer to the latter pursuant to the present Contract, shall the corresponding obligations of the Customer towards Telepass be deemed fulfilled.

- 1.3. The GO by Telepass Online Contract holder is excluded from the possibility of also subscribing to the Telepass services known as the Premium Option, Premium WoW and Twin Option, as well as to combine the Telepass PAY Services with the GO by Telepass service.
- 1.4. By subscribing to the GO by Telepass service, the Customer acknowledges and accepts to use this service in compliance with the rules and conditions of use governing the use of the motorway and motorway-related facilities, infrastructures, areas, means of transport and services agreed upon at the French Network the Spanish Network, the Portuguese Network and the Croatian Network as well as at the individual networks of other countries made available from time to time by Telepass and which the individual Customer has agreed to include in the European Service in the manner indicated above and, in particular, to the specific rules and conditions of use published on the website www.telepass.com (in particular, in the specific section dedicated to the contractual documents of the services offered by the latter) and through any other channels that may be provided by Telepass itself. Such rules and conditions of use, following their acceptance by the Client in the manner indicated above, shall be deemed to be an integral and substantial part of the present Contract. With reference to what is provided therein, the Customer undertakes to comply, in particular, with the following minimum conditions:
- in relation to Electronic Toll Services connected to access detection systems (e.g. for the use of motorway networks, parking in facilities, etc.), the Customer shall ensure that, at the detection point where the equipment is installed at the entry and exit toll lanes, the vehicle transits at the speed indicated by the lane markings and does not leave the detection point until the actual detection of the transit has taken place, signalled by the appropriate sound signal;
 - at the Italian Network must use the lanes marked with the 'Telepass' or 'T' logo when entering and leaving the station;
 - at the French Network, the Customer must use the lanes marked with the 't' logo when entering and leaving the station;
 - at the Spanish Network, the Customer shall use the lanes marked with the 'T' logo when entering and leaving the station;
 - On the Portuguese Network, the Customer must use the lanes marked with the 'V' logo when entering and leaving the station ;
 - On the Croatian Network, the Customer shall use the lanes marked with the "ENC O FAST ENC" logo (white on a green background) when entering and leaving the station;

- at the further networks that will be included by the Customer in the European Service, the latter shall use the European Service (and use the relevant lanes) in accordance with the specific rules and conditions of use relating to each of these networks.

The Customer must not remove the label present on the European Telepass Machine, under penalty of not being able to use the relative services. If the label is detached, the Client must go to the sales and service points authorised by Telepass to receive assistance.

- 1.5. As mentioned above, Telepass, in addition to providing the Electronic Toll Service, reserves the right to make available and allow Customers holding a GO by Telepass Contract, who are identified and authorised through the European Telepass Machine (or through the dedicated app and/or special credentials or other methods provided for by Telepass), to also make use of one or more Accessory Services, possibly grouped and/or divided into categories, according to the methods provided for by Telepass itself. Telepass shall inform Customers, through its own website www.telepass.com, the dedicated app and other information and assistance channels that may be activated, of the Accessory Services made available (on the basis of the agreements that Telepass reserves the right to enter into from time to time with the Contracting Parties and/or the services provided directly by Telepass itself) and which are, therefore, to be considered, from time to time, as part of the overall GO by Telepass service. For this purpose, Telepass shall make available in advance to the Customers, in the aforementioned manner, information on the available Ancillary Services as well as, where applicable, the rules and conditions of use of each of said Services. The complete list of the available Ancillary Services and the relevant rules and conditions of use shall, in any case, always be available to the Customers on the Telepass website and, for the entire duration of the Contract, on the dedicated app. In any case, it is understood that the activation of each of the Accessory Services and the acceptance of the relative rules and conditions of use (where provided for), by the individual Customer, shall be considered perfected at the moment in which the Customer makes the first use of the single Accessory Service concerned, accessing it through the European Telepass Device (or through the dedicated app and/or appropriate credentials or other modalities provided for by Telepass). In the event of activation, any charges envisaged for services (of the Contracting Parties or of Telepass) which the Customer has used by making use of the Accessory Services shall be included in the GO by Telepass service accounting document, as provided for in the following articles. Telepass reserves the right to vary and update the Accessory Services available and/or activated and to vary and update the list of Contracted Parties, giving notice thereof through its website, the dedicated app and any other channels activated. This is without prejudice to the Customer's right to deactivate at any time one or more of the Accessory Services through the dedicated app or by sending, by registered letter with return receipt, a written communication to Telepass S.p.A. - Customer Care Via del Serafico 49 - 00142 Rome.

- 1.6. The Other Electronic Toll Services and the Accessory Services provided by Telepass, if activated by the Customer, shall be subject to (i) the contractual rules and conditions specifically provided for such Services in this Contract and in the rules and conditions of use of the Services themselves prepared by Telepass and accepted by the Customer, as well as (ii) where compatible and not otherwise established by the same, the Rules and Conditions provided in general for the GO by Telepass service.

In all the aforementioned cases, the Client expressly acknowledges that Telepass shall remain extraneous to the relations between the Client and the Contracted Parties for the services supplied by the latter to the Client. Therefore, for any controversy deriving from said relations, as well as for the exercise of any related right, the Client must exclusively refer to the Contractual Partners, any liability of Telepass regarding the regular use, by the Client, of the services offered by the Contractual Partners being in any case excluded, even in the case in which the relative payments have already been made pursuant to the present Contract. In any case, the Customer's mandate to Telepass to debit the amounts due by the Customer for the services used by using the Go by Telepass service is irrevocable and, therefore, the Customer's obligation to honour the relative payments to Telepass in full and in a timely manner remains unaffected. In the event of non-payment of the aforementioned amounts, the Customer shall be obliged to pay late payment interest for delayed payment of invoices at the rate of the ECB rate increased by 5 points, starting from the 2nd day from the date of issuance of the same invoice; interest which shall be charged on the first useful accounting document.

Furthermore, in the event that the Customer has autonomously consented to the sending of advertising material, direct sales, commercial communications or market research activities by Affiliated Parties and/or other third parties, it is understood that it shall be the Customer's choice, after assessing the advertisements or offers received, to decide whether to adhere to them by directly contacting such Parties or third parties, in order to access the goods and services offered by them, under the terms and conditions indicated in the commercial communications.

The Client acknowledges and accepts that Telepass does not assume any responsibility and does not issue any type of guarantee on the content of any direct correspondence between the Client and third parties who advertise or offer their services in the manner indicated above. All correspondence and promotion, including the delivery of goods or services, takes place and shall take place, in fact, exclusively between the Client and the Contracted Parties and, therefore, Telepass shall have no responsibility, obligation or commitment towards the Client in this regard.

In the event of non-fulfilment of the obligations to pay the amounts due in relation to the services set forth in this Contract, the Customer may be charged by Telepass or other parties appointed or entitled to do so with the costs relative to the activities instrumental and/or functional to extrajudicial credit recovery, quantified, on a lump-sum basis, at Euro 5.00 (net of VAT and accessories, where due by law) for each single non-fulfilment and relative charge summary.

- 1.7. The Customer can, free of charge, use a series of instrumental services (information, assistance, booking, etc.) with respect to the GO by Telepass service, also through the dedicated app, and update certain data such as, for example, the number plate associated with the European Telepass appliance, the electronic address where to receive e-mail notifications of the publication of invoices and communications of a managerial nature, as well as the delivery address of the appliance and/or the address indicated pursuant to art. 7.1 below, but without being able to change the ownership of the signed Contract. Furthermore, through the dedicated app, it is possible to view communications sent pursuant to the regulations applicable to the GO by Telepass service, the accounting documents issued by Telepass for the services referred to in this Contract, any invoices issued by ASPI (or by Telepass) for the payment of tolls, as well as the list of trips included in the last invoice issued and those made but not yet invoiced. The aforementioned services are not accessible through the Telepass website and/or related reserved areas.

The Customer undertakes to promptly notify Telepass of any change in the data, including personal data, indicated in the forms relating to this Contract. The updating of the data may take place via the dedicated app or at the sales and assistance points authorised by Telepass or by sending a written communication to Telepass S.p.A. - Customer Care Via del Serafico 49 - 00142 Rome. In particular, the Customer undertakes

to promptly update the number plate of the vehicle on which he/she intends to use the European Telepass Device; the change of the number plate combined with the GO by Telepass service, which may be made via the dedicated app or the aforementioned Telepass channels, shall be effective 24 hours after receipt of the Customer's request.

It is understood that any updating of the data of the Customer who owns the GO by Telepass service, carried out as indicated in the previous paragraph, shall also automatically update the data provided by the same to Autostrade per l'Italia S.p.A. and the other motorway operators for the use of the automated electronic toll collection systems at motorway stations.

The list and the location of the sales and service points authorised by Telepass to carry out the activities under this Contract are published in a constantly updated version on Telepass' website www.telepass.com and on the dedicated app.

2. USE OF THE EUROPEAN TELEPASS DEVICE. HOW TO USE AND LIMITS OF USE OF THE SERVICES.

- 2.1 The Customer who holds a GO by Telepass Online Contract is given a European Telepass Machine as a free loan, pursuant to art. 1803 of the Italian Civil Code, exclusively for the use of the GO by Telepass service. The European Telepass Device remains the property of Telepass and may not be transferred or granted for use in any capacity to third parties. Furthermore, the Customer shall be liable for any civil or criminal consequences, also pursuant to Art. 55 of Legislative Decree no. 231/2007, arising from the wilful alteration or irregular use of the Telepass European Unit.

Notwithstanding the fact that the installation of the European Telepass Machine on the indicated vehicle is carried out at the Customer's expense, it is specified that the latter is obliged to have the Machine installed and used in accordance with the instructions indicated in the user manual, as well as to keep and conserve it pursuant to Article 1804 of the Italian Civil Code.

In the event of malfunctioning or failure of the European Telepass Machine, the Customer must contact Telepass and send the Machine itself by registered mail with return receipt to the latter at the address indicated in art. 7.2, with the cost of shipment borne by the Customer. On receipt of the Equipment, Telepass will carry out the relative checks to verify the causes of the malfunctioning or failure of the Equipment. If, at the end of the aforementioned checks, Telepass ascertains that the malfunctioning or failure of the Equipment is not due to damage caused by and/or attributable to the Customer, it shall deliver a new European Telepass Equipment to the Customer by sending it to the address indicated by the latter, at Telepass' expense, and shall reimburse the costs sustained by the Customer for the shipment of the non-functioning Equipment.

As an alternative to the above, the Client may deliver the Device to the sales and service points authorised by Telepass at the time for this purpose. In this case, Telepass shall, at its own care and expense, deliver to the Customer a new European Telepass Machine at the sales and service points as indicated above or by sending it to the address indicated by the Customer at the expense of Telepass itself.

If, on the other hand, it is ascertained that the malfunctioning or failure of the European Telepass Machine is due to damage caused by and/or attributable to the Customer, the costs and charges for shipment of the new Machine shall be borne by the Customer, without prejudice to any rights of Telepass.

Should it become necessary to replace the European Telepass Machine for maintenance purposes, technological updates, security or for technical and/or operational requirements, the Customer, at the request of Telepass, is obliged to return the European Telepass Machine in the manner and within the terms indicated by Telepass, at its own expense. In the event of failure to return the Telepass European Unit in the manner and by the deadline indicated, Telepass may suspend the GO by Telepass service, notifying the Customer by email and via the dedicated app.

The Customer shall be liable for any damage caused to the European Telepass Machine, to the vehicle on which the same is installed as well as to third parties, due to failure to comply with the provisions of the preceding paragraphs, expressly exonerating Telepass from any and all liability in this regard.

The European Telepass Appliance may be coupled to only one licence plate at a time, it being understood that the same licence plate may not be coupled to more than one Appliance at the same time, be it a European Telepass Appliance or another Telepass Appliance. The Customer must obligatorily indicate a licence plate when subscribing to the GO by Telepass service. Subsequently, he/she may, even more than once, in substitution for the previously indicated number plate, match a different number plate to his/her European Telepass Machine, in compliance with the above provisions. During the course of a journey or, in any case, during the use of the service, it is not permitted to replace the number plate after entering the toll motorway network or an area or facility covered by the service and before exiting. Replacement of the number plate can be carried out by the Customer, in compliance with the foregoing provisions, through the dedicated app and the other channels indicated in Art. 1.7 above, following the procedure indicated by Telepass.

It is therefore the Customer's responsibility, before accessing one of the motorway networks included in the GO by Telepass service or any other service provided under this Contract, to verify, through the dedicated app or other channels indicated by Telepass, that his or her European Telepass Device is paired with the vehicle registration number of the vehicle that the Customer intends to use at that time.

- 2.2 In the event of loss or theft of the European Telepass Device, the Customer shall immediately notify Telepass by calling the Telepass commercial assistance service or by going to the sales and assistance points authorised by Telepass or directly through the dedicated app.

The Customer shall be released from liability for the payment of any amounts relating to transits validated with the European Telepass Machine, abusively used by third parties, from the moment of receipt by Telepass of the aforementioned notice.

The Customer must in any case send to Telepass, within 30 (thirty) days from the sending of the aforementioned communication, the conformed copy of the report made, in the event of theft, to the competent Authorities or, alternatively, in the sole case of loss of the European Telepass Machine, the declaration in lieu of affidavit, drawn up - pursuant to art. 47 of Presidential Decree 445/2000 - according to the Form available at the sales and service points indicated above and which can be downloaded from the website www.telepass.com.

In all cases of theft or loss of the Telepass European Unit, Telepass shall charge the Customer, in the first useful invoice, the amount of Euro 30.00 (including VAT) as compensation for the expenses incurred by Telepass for the failure to return the Telepass European Unit and for the search and eventual recovery thereof.

In the event of theft, Telepass shall not charge the aforementioned amount if the Customer provides proof that it has taken all appropriate measures to guarantee the security of the European Telepass Machine.

Should the Customer fail to send to Telepass the certified copy of the complaint or the declaration in lieu of affidavit, Telepass shall not consider the communication referred to in the first paragraph of this article 2.2 to be valid, and shall invoice the Customer for all amounts relative to

the services used by the Customer using the Go by Telepass service and the European Telepass Device from the day on which the communication is sent.

In all hypotheses of theft and/or loss of the European Telepass Machine, the Customer must, within the term of 60 (sixty) days from the sending of the communication referred to in the first paragraph of this article 2.2, request from Telepass the delivery of a new European Telepass Machine. In the absence of such request within the aforementioned term, Telepass shall have the right to terminate this Contract pursuant to article 1456 of the Italian Civil Code, in accordance with the provisions of article 6.2 below. Following receipt of the request, Telepass shall deliver the new European Telepass Machine to the Customer by sending it to the address indicated by the Customer, with charges borne by the latter pursuant to article 3.2. It is understood that, in such cases, the Customer shall not be re-charged the cost of activating the service referred to in the following article 3.1, point (a).

- 2.3 In the event of the discovery, by the Customer who has transmitted a copy of the report or declaration in lieu of affidavit referred to in art. 2 above, of the European Telepass Device declared lost or stolen, the same may not be used and must be immediately returned to Telepass at the sales and service points authorised by Telepass, or sent by registered mail with return receipt to the address indicated in art. 7.2, with charges borne by the Customer pursuant to art. 3.2. In this case, Telepass shall replace it - if it has not already been replaced - by delivering a new European Telepass Machine to the Customer at the sales and service points as indicated above, or, by sending it to the address indicated by the Customer, if so requested by the latter, with charges borne by the Customer pursuant to article 3.2. It is understood that, in such cases, the Customer shall not be charged the cost of activating the service referred to in Article 3.1, point (a) below.

If the European Telepass device, the loss or theft of which has been confirmed by the transmission of the report or declaration in lieu of affidavit, as per art. 2.2 above, is found in the possession of the Customer or of a person authorised by the same, the former shall be responsible for the payment of all amounts (for tolls, fees, etc.) relative to the services used using the European Telepass device after the report of theft or loss, as well as for any expenses sustained by Telepass for the recovery of the device itself. The amount of such amounts will therefore be charged to the Customer, who may be prosecuted for abusive and/or irregular use, also pursuant to Art. 55, Legislative Decree no. 231/2007.

- 2.4 It is also forbidden to use the European Telepass Machine, the return of which Telepass has, for whatever reason, requested. Otherwise, the use will be considered abusive and/or irregular and Telepass reserves the right to prosecute the Customer in accordance with the law, also pursuant to Art. 55, Legislative Decree no. 231/2007.
- 2.5 The customer is obliged to use the GO by Telepass service for personal use.

In addition, the Customer shall use the GO by Telepass service in good faith and fairness, in compliance with the limits and terms of use of the service as set out in this Agreement and refraining from fraudulent or unauthorised use under this Agreement.

In particolare, si considerano, tra gli altri, non autorizzati: (a) l'utilizzo dell'Apparato Telepass Europeo su veicoli non appartenenti alle Classi di Veicoli Ammesse; (b) l'utilizzo dell'Apparato Telepass Europeo su un veicolo (appartenente alle Classi di Veicoli Ammesse) recante targa diversa da quella validamente comunicata a Telepass ai sensi del presente Contratto; (c) l'utilizzo dell'Apparato Telepass Europeo per usufruire dei relativi servizi oggetto del presente Contratto in un ristretto periodo di tempo (es. one, two or three consecutive days) with an atypical frequency and/or for high or abnormal amounts, such as to entail (i) a well-founded suspicion that the GO by Telepass service is being used for purposes other than personal use or for fraudulent purposes, or (ii) a significant increase in the risk that the Customer may not be able to fulfil its payment obligations on the due date.

In order to verify compliance with the foregoing provisions, Telepass shall take into account all accesses and transits and any other operations carried out by the Customer through the use of the GO by Telepass service and the relevant European Telepass Machine, as recorded from time to time by Telepass on the basis of the data sent periodically by ASPI, the other motorway operators and the Contracting Parties.

- 2.6 In the event of non-compliance by the Customer with even only one of the obligations referred to in para. 2.5, points (a), (b) and (c) above, Telepass, also in order to prevent the risk of fraudulent or unauthorised use of the GO by Telepass service and the related European Telepass Machine and to limit the risk of losses, reserves the right to suspend the GO by Telepass service for the above-mentioned justified reasons, in accordance with the following provisions. The suspension may have a maximum duration of 15 (fifteen) days and may be ordered, even immediately, following the detection of unauthorised use. Telepass will inform the Customer of the suspension of the service, if possible, before the suspension itself, or subsequently, as soon as possible, indicating the duration and the reasons, by means of a communication sent by email and through the dedicated app as well as, if applicable, through other channels activated by Telepass. At the end of the ordered suspension, the GO by Telepass service shall be automatically reactivated. Telepass, furthermore, upon the outcome of any clarifications that the Customer may provide and/or on the basis of further checks and assessments carried out by Telepass itself, shall have the right to reactivate the GO by Telepass service in advance. In particularly serious cases or in the event of a repeated breach by the Customer of the obligations referred to in para. 2.5, points (a) and/or (c) above, Telepass may withdraw from the relative Contract in accordance with and with the effects referred to in the provisions contained in article 5.1 below or, if the conditions are met, terminate the Contract pursuant to art. 1456 of the Italian Civil Code and terminate the GO by Telepass service, in accordance with and with the effects referred to in the provisions contained in article 6.2 below.

Furthermore, in the event of non-compliance as set forth in the aforementioned para. 2.5, point (a), without prejudice to the amount due by the Customer for the payment of tolls and other fees for the services used by the latter by using the Go by Telepass service, Telepass shall have the right to charge the Customer, in the first useful invoice, the amount of Euro 50.00 as a penalty, without prejudice to any greater damages.

- 2.7 **The GO by Telepass service, also for the purpose of limiting losses in the event of fraud or unauthorised use of the GO by Telepass service, may be used by the Customer within the maximum spending limits, determined for defined periods of time (hereinafter, the "Periods of Use") and differentiated by vehicle category, as indicated in the Supplementary Document relating to this Contract.** In particular, the Customer, within each Use Period, may use the GO by Telepass service up to the maximum spending limit set forth for the category to which the vehicle on which the European Telepass Device has been installed belongs. The Periods of Use, in relation to which the aforementioned maximum spending limits apply, are defined as follows: (i) from the first to the fifteenth day (included) of each calendar month; (ii) from the sixteenth to the last day (included) of each calendar month. To reach the aforesaid maximum expenditure limits, the amounts (for tolls and other fees relating to access to the motorway networks and other areas, car parks, roads, facilities, infrastructure means of transport and/or other services strictly related to mobility managed by the Contracting Parties) owed by the Customer and registered during the period of use through the GO by Telepass service (and the relevant European Telepass Machine), as calculated from time to time on the basis of the data on the use of the aforementioned service that Telepass receives periodically from ASPI, the other motorway operators and the Contracting Parties; therefore, the amounts due by the Customer to Telepass for fees and fixed costs provided by the present Contract do not contribute towards reaching the aforementioned maximum expense limits.

If, during the period of Use, the Customer changes the number plate associated with the European Telepass Machine, replacing it with a number plate belonging to a vehicle belonging to a category for which a different maximum expenditure limit than the one previously applicable is envisaged, the higher maximum expenditure limit shall apply in relation to such period of Use.

If the Customer exceeds the applicable maximum spending limit within a Period of Use, Telepass shall suspend the GO by Telepass service until the end of the relevant Period of Use (i.e. until midnight of the last day of the Period of Use), also in order to avoid a significant increase in credit risk and, in particular, that the Customer is not able to fulfil his payment obligations on the due date. In such a case, Telepass shall, if possible before the suspension or at the latest immediately thereafter, inform the Customer of the suspension of the GO by Telepass service, indicating the reasons thereof, by means of a communication sent by email and through the dedicated app as well as, if applicable, through other channels activated by Telepass. At the end of the Period of Use affected by such suspension (i.e. from 00:00 hours of the first day of the following Period of Use), the GO by Telepass service shall be automatically reactivated.

The Customer, through the dedicated app, may check at any time the maximum spending limit in force as well as the current use of the GO by Telepass service and the amounts (for tolls and other fees relating to access to the motorway networks and other areas, car parks, roads, facilities, infrastructures, means of transport and/or other services strictly related to mobility managed by the Contracting Parties) owed by the Customer and recorded during the period of Use through the GO by Telepass service (and the related European Telepass Machine). Such data are calculated and updated from time to time by Telepass on the basis of the data sent periodically by ASPI, the other motorway operators and the Contractual Entities in relation to the Customer's use of the GO by Telepass service. The Customer also acknowledges and accepts that the aforementioned data are relevant and are used from time to time by Telepass exclusively for the purpose of calculating the Customer's current use of the GO by Telepass service, according to the maximum spending limits indicated above. For the purpose of issuing accounting documents and debits for the relevant periods of time in respect of the Customer's use of the GO by Telepass service, Telepass shall instead use the data, even if subsequently reprocessed and reconciled, referred to in the different provisions of article 4 below.

3. PAY PER USE FEE AND FIXED COSTS OF THE GO BY TELEPASS SERVICE

3.1 By adhering to the GO by Telepass Online Contract and making use of the GO by Telepass service, the Customer (in addition to the amount due for tolls and other fees foreseen for the use of services, relating to motorway networks and other areas, car parks, roads, facilities, infrastructures, means of transport and/or other services strictly connected to mobility, managed by the Contractual Entities to which the Customer has had access by using the GO by Telepass service) is obliged to pay to Telepass (in addition to the shipping costs of the European Telepass Device provided for by this Contract to be borne by the Customer and to the other costs and indemnities, if any, accrued under the Contract itself, indicated in the relevant Supplementary Document) the costs and fees indicated below

- a) in addition to the following service fee, the Customer shall pay, as an activation fee for the GO by Telepass service, the amount (inclusive of VAT), fixed and non-refundable, indicated in the Supplementary Document relating to this Agreement;
- b) for the GO by Telepass service (with the envisaged "Pay per Use" formula), a service fee is also envisaged, equal to the monthly amount (inclusive of VAT) indicated in the relevant Supplementary Document, to be charged to the Customer, within the limits set forth in letter c) below. c) below, for each calendar month in which the detection systems have detected the use of the European Electronic Toll Collection Device delivered to the Customer on one (or more than one) of the motorway networks included in the Motorway Electronic Toll Service, or to use one (or more than one) of the Other Electronic Toll Services and/or the Ancillary Services included in the GO by Telepass service (e.g. access to ferries, parking in facilities with special agreements, etc.). Therefore, in the event of (i) one or more transits, in the same calendar month, on the Italian network, the Spanish network, the Portuguese network and/or the French network and/or the Croatian network, and/or (ii) the use, in the same month, of one (or more than one) of the Other Electronic Toll Services (e.g. access to car parks in associated facilities, etc.) or of the Accessory Services, the above-mentioned service fee, for that calendar month, shall be equal to the above-mentioned monthly amount (inclusive of VAT) indicated in the Supplementary Document. If, in a calendar month, no use is made of the European Telepass Machine delivered to the Customer on one (or more than one) of the motorway networks included in the GO by Telepass service, or to use one (or more than one) of the Other Electronic Toll Services and/or the Accessory Services included in the same service, the above-mentioned service fee shall not be due for that month;
- c) if the Customer uses the Go by Telepass service for more than one calendar month, the Customer shall be charged the relevant service fees, in accordance with the provisions of letter b) above, up to the maximum amount, per calendar year, indicated in the Supplementary Document relating to this Agreement.

3.2 The costs of shipping the European Telepass Machine to the Customer, in the cases in which such charge is expressly provided for by this Contract, are indicated in the table in the Supplementary Document relating to this Contract.

3.3 Should the Customer request to use, instead of the European Telepass Machine provided by Telepass, another European Telepass Machine (e.g. of a different colour or model), the specific amount (inclusive of VAT) indicated in the Supplementary Document relating to this Contract shall be charged, in addition to the shipping costs borne by the Customer to the extent indicated in the same Document. It is understood that, in such cases, the Customer shall not be charged again for the service activation cost referred to in Article 3.1, letter a) above.

3.4 The Customer may view and print out, free of charge, the detailed list of journeys relating to its vehicles, recorded by ASPI and the other motorway network managers through the electronic toll collection systems, charged in the accounting document issued by Telepass and yet to be invoiced, by accessing the relative area through the dedicated app, according to the methods indicated in Article 1.7 above.

Notwithstanding the provisions of the preceding paragraph, the Customer shall receive from Telepass, free of charge, a copy of the list of the aforementioned trips in a graphic format that cannot be modified at the e-mail address indicated by the Customer pursuant to this Agreement.

3.5 The amounts provided for in Arts. 3.1, 3.2, 3.3 and indicated in the relevant Supplementary Document are subject to change in accordance with Art. 8.3 below.

4. ISSUING AND DELIVERY OF ACCOUNTING DOCUMENTS

4.1 For each calendar month in which the Customer uses the GO by Telepass service, Telepass shall send the Customer, for the period and at the intervals stipulated below, an accounting document summarising the amounts due to Telepass for that month and the relevant invoice issued by Telepass itself in accordance with the provisions of article 3 above. For each calendar month concerned, the summary statement and invoice of Telepass shall be issued on the 23rd day of the following calendar month. If the Customer does not make use of the GO by Telepass service during a calendar month and nothing else has to be charged to the Customer in favour of Telepass, the summary document and invoice shall not be issued.

The debits of the amounts invoiced to the Customer pursuant to the preceding paragraph shall have the same date as the date of issue of the invoice by Telepass.

- 4.2 Furthermore, Telepass, in relation to each calendar month in which the Customer uses the GO by Telepass service, sends the Customer, for the relevant periods and at the intervals provided below, an accounting document summarising the additional charges pertaining to that month and the invoices (or other suitable document) issued (i) by ASPI in accordance with the terms set forth in the Contract with ASPI referred to in the premises, or by Telepass, for the tolls relating to the transits effected and debited in the reference period, and (ii) where applicable, by the Contracting Parties, for the services used by the Customer and to which the Customer has had access by availing himself of the Go by Telepass service and the relative European Telepass Machine:

(a) for the period between the first and the fifteenth day (inclusive) of the calendar month concerned, the accounting document and invoices referred to above shall be issued on the 23rd day of that month;

(b) for the period between the 16th and the last day (inclusive) of the calendar month concerned, the accounting document and invoices referred to above shall be issued on the 8th day of the following calendar month.

If the Customer does not make use of the GO by Telepass service during one of the relevant periods referred to under a) and b) above and nothing else is to be charged to the Customer, the summary document and the related invoices shall not be issued.

The debits of the amounts invoiced to the Customer pursuant to this Section 4.2 shall have the same date as the date of issue of the relevant summaries and invoices.

- 4.3 In the event of termination of the contractual relationship, the last summaries and invoices will be issued with reference to the last relevant period preceding the termination of the relationship.
- 4.4 Telepass shall make available to the Customer, free of charge, the summary accounting documents and invoices referred to in paragraphs 4.1, 4.2 and 4.3 above, by means of e-mail and the dedicated app, in accordance with the terms and procedures set out above. Telepass, therefore, shall not send such documents in paper format.

The Customer who owns the GO by Telepass service, without being charged any additional cost by Telepass, may at any time view, save and print on paper the above summaries and invoices, as provided for in article 1.7 above. For this purpose, Telepass shall produce a non-modifiable file in graphic format, containing the image of the invoice itself, which shall also be archived on computer support for a period of not less than 10 years pursuant to art. 2220 of the Italian Civil Code. This file will be made available to the Customer through the dedicated app, using security measures deemed appropriate by Telepass and aimed at reducing the risks of unauthorised access to the data and failure to comply with the requirements introduced by current legislation in terms of personal data protection. It will be the Customer's responsibility to access the accounting documentation via the dedicated app in order to print out the invoice on paper for storage and accounting records.

- 4.5 Without prejudice to the periodicity and terms of issuance of invoices, as set forth in the preceding paragraphs, Telepass shall notify the Customer of the issuance and simultaneous availability of the aforementioned accounting documents and invoices by means of an e-mail message, transmitted on the date of issuance of each invoice.

Accounting documents and invoices (including travel/transit lists) shall remain accessible to the Customer for at least 24 months from the date of issue; once this period has elapsed, Telepass reserves the right to guarantee access to the aforementioned documentation, through the dedicated app, within the technical time necessary to restore the file containing the invoice(s) or the other documents requested online. In any case, it shall always be possible for the Customer to request from Telepass a copy of the invoices, conforming to the original, according to the procedures set forth in the following art. 4.8.

- 4.6 Telepass shall not be liable for any claims by the Customer relating to the impossibility of using the electronic invoice delivery service for reasons beyond its control.

Telepass accepts no liability for damages, direct or indirect claims, arising from the failure and/or defective functioning of the Customer's electronic equipment or that of third parties, including Internet Service Providers, telephone and/or telematic connections not directly managed by Telepass or persons for which it is responsible.

- 4.7 Without prejudice to the provisions of art. 4. above, the Client acknowledges and accepts that Telepass may under no circumstances be held liable for any type of damage, direct or indirect, caused to the Client or to third parties for facts beyond Telepass' control or responsibility concerning (i) the use or temporary impossibility of using the service; (ii) any interruption of the service; (iii) unauthorised access or alteration of transmissions or of the Client's data by third parties, including, inter alia, any damage, including financial damage, that the Client may have suffered due to loss of profit, use, loss of data or other intangible elements.

The Customer undertakes to use the service exclusively for lawful purposes permitted by the applicable legal provisions in force, custom and practice, and the rules of diligence, in any case without infringing the rights of any third party, whether or not a user of the means of communication, and with particular regard to data protection regulations, laws on the protection of intellectual and industrial property, and telecommunications regulations.

- 4.8 Without prejudice to the provisions of the preceding paragraphs, Telepass shall send free of charge, to the e-mail address indicated by the Customer pursuant to the Contract, copies of the above accounting documents and invoices in a graphic format that cannot be modified to Customers who request them through the dedicated app or by delivering the appropriate form (available on the website www.telepass.com) at the sales and service points authorised by Telepass for this purpose from time to time by Telepass or by sending it to Telepass at the addresses indicated in article 1.7 above.

- 4.9 Any objection in respect of the amounts invoiced and charged shall be received by Telepass in writing within 60 (sixty) days from the date of issue of the invoice in the manner set out in this Contract, or, in other words, from the date of receipt of the copy of the invoice.

5. WITHDRAWAL

- 5.1 The GO by Telepass Online contract is concluded for an indefinite period of time, subject to the cases of termination and cancellation governed by the Contract Terms and Conditions.

Telepass reserves the right to terminate and discontinue the GO by Telepass service at any time, giving at least two months' notice to ASPI and the Customers by means of a written communication made available by Telepass on the site www.telepass.com and through the dedicated app. In this case, Telepass shall have the right to terminate the Contract with the Customer by means of a written notice sent to the Customer's

address with at least two months' notice, with the consequent automatic termination of ASPI's contract with the Customer when the effects of Telepass' termination of the GO by Telepass Online Contract occur.

On the effective date of withdrawal, the Customer shall immediately pay to Telepass any sum owed by the Customer (including any charges generated up to the date of withdrawal, even if accounted for in subsequent debit statements, as well as charges after the effective date of withdrawal for any further unauthorised or fraudulent use of the Telepass/European Telepass Equipment that has not been returned) up to the date of actual payment, without prejudice to the Customer's non-liability to pay the portion of the monthly service fee relating to the residual unused reference period.

The Customer acknowledges and accepts that delay in payment of the amounts due in respect of even a single unsuccessful debit may entail - within the limits and under the conditions provided for by the applicable legislation and as set out in the "privacy" policy set out below this Contract - the communication of his data to public and/or private databases and/or credit information systems in fulfilment of legal and/or Contractual obligations and that the registration of negative information in his name in such databases may make it more difficult to access credit.

In the cases referred to in this para. 5.1, the Customer is obliged to return the European Telepass Machine to Telepass at one of the sales and service points authorised by Telepass from time to time for this purpose by Telepass or by postal delivery at Telepass's expense, in accordance with the provisions of article 6.4 below.

- 5.2 The Customer has the right to withdraw from the GO by Telepass Contract at any time and without any penalty or closing costs, by notifying Telepass: (i) by sending, in the manner indicated in the "Contact us" section of www.telepass.com, or, by registered letter with return receipt, to the address indicated in article 7.2 below, a written notice of withdrawal accompanied by a copy of the identity document of the Customer holding the Contract; (ii) by going directly to the sales and assistance points authorised by Telepass. In this case, the Customer is required to return the European Telepass Equipment to Telepass at the sales and service points as indicated above, or, by mail at its own expense, in accordance with the provisions of article 6.4 below. In the event of withdrawal, the Customer shall bear the expenses and costs sustained by Telepass for the execution of the Contract, as well as all amounts owed by the Customer for the Electronic Toll Services and the Ancillary Services he has used, availing himself of the Go By Telepass service, in the period between the conclusion of the Contract and the receipt by Telepass itself of the notice of withdrawal.

It is understood that the withdrawal shall be effective on the date of receipt of the European Telepass Machine by Telepass.

In the event of failure to send the notice of termination and/or failure to return the European Telepass Machine within the terms set forth above, the contractual relationship shall be deemed not to have been terminated.

It is understood that in all cases of termination of the GO by Telepass Online Contract, including those referred to in this article 5, the contract between the Customer and ASPI governed by the General Terms and Conditions of use of the Telepass system of ASPI, as set forth in the introduction, will automatically cease to be effective on the same date.

6. SUSPENSION AND TERMINATION OF THE CONTRACTUAL RELATIONSHIP

- 6.1 Telepass may suspend the use of the GO by Telepass service, in addition to the other cases provided for in this Agreement, at any time and with immediate effect if there is a justified reason.

By way of example and not limitation, the GO by Telepass service may be suspended (i) in the event of communication of incorrect and/or false and/or no longer valid data in the application to join the service, or failure to communicate, during the course of the relationship, a change in the data provided at the time of the initial request; (ii) insolvency; (iii) change in the Customer's economic conditions such as to significantly increase the risk of default by the same (iv) non-payment of the amounts due within the applicable terms, including the hypothesis of non-payment for any reason of the foreseen debits on the Customer's credit card; (v) use of the European Telepass equipment that does not comply with the provisions of the Contract or other causes not attributable to Telepass; (vi) termination by Telepass of other contracts between Telepass and the same Customer.

Telepass shall notify the Customer of the suspension of the service, if possible, prior to the suspension itself, or subsequently, as soon as possible, by means of a communication sent by email and/or through the dedicated app as well as, if applicable, through other channels activated by Telepass.

In the cases referred to in this article 6.1, Telepass, upon the outcome of any clarifications that the Customer may provide and/or on the basis of further checks and assessments carried out by Telepass itself, may reactivate the GO by Telepass service. If, on the other hand, Telepass deems the above justified reasons to exist, it may withdraw from the relative Contract in accordance with and with the effects referred to in the provisions contained in paragraph 5.1 above or, if the conditions exist, terminate the Contract itself pursuant to art. 1456 of the Italian Civil Code and terminate the GO by Telepass service, in accordance with and with the effects referred to in the provisions contained in article 6.2 below.

- 6.2 The Parties agree that, without prejudice to any right of Telepass to compensation for damages and anything else provided for by law and by this Contract, the contractual relationship concerning the GO by Telepass service may be terminated as of right, pursuant to and for the purposes of article 1456 of the Italian Civil Code by Telepass: (1) in any case of ascertained violation of the punctual payment of all amounts due by the Customer and debited by Telepass; (2) in the event that the European Telepass Device issued to the Customer is no longer enabled for the aforementioned service (3) in the event of use of the aforementioned European Telepass Machine and/or the GO by Telepass service by unauthorised parties and/or with vehicles that are not authorised, in accordance with the provisions of the Rules and Conditions of this Contract; (4) in any case of fraudulent use of the European Telepass Machine to evade payment, in whole or in part, of the amount actually due by the Customer (5) in the event of failure to file a false report (or a declaration in lieu of affidavit) of theft or loss of the European Telepass Machine; (6) in the event of incorrect or untimely updating, by the Client, of the data relating to the Contract; (7) in the event that the Client, following the report of theft or loss of the European Telepass Machine, does not provide, within 60 (sixty) days following the communication referred to in the first paragraph of the preceding art. 2.2 above, to request a new Machine.

It is understood that, in the cases of termination referred to in the preceding provisions, the contract between the Customer and ASPI governed by the General Terms and Conditions of Use of ASPI's Telepass system, as set out in the introduction, will automatically cease to have effect

- 6.3 If Telepass intends to avail itself of the express termination clause with reference to one of the hypotheses envisaged in Articles 6.1 and 6.2 above, it shall give written notice thereof to the Customer at the address indicated by the latter pursuant to the Contract.

- 6.4 In the cases of termination of the contractual relationship and in the hypothesis of termination pursuant to art. In the cases of termination of the contractual relationship and in the cases of termination referred to in art. 5 above, the Customer is obliged, within 20 (twenty) days from the termination of the relationship, to return the European Telepass Machine to Telepass (i) at the sales or service points authorised by Telepass, which will issue the Customer with a receipt for the return of the Machine, or (ii) by sending it at its own expense by registered mail with return receipt to the address referred to in art. 7.2 (in the case of mailing to Telepass, the latter will provide confirmation of actual receipt of the Equipment).

In the cases referred to in the preceding paragraph, if the European Telepass Machine is not returned within the aforementioned term, Telepass shall charge the Customer in the invoice, according to the procedures set forth in Article 4 above, the amount of Euro 25.00, as a penalty for failure to return the Machine.

Failure to return or late return, within the aforesaid term, and any use or alteration for fraudulent purposes of the non-delivered European Telepass Machine shall be prosecuted in civil and criminal proceedings, also pursuant to Article 55 of Legislative Decree no. 231/2007.

In the event of termination or withdrawal pursuant to this article and article 5 above, the maximum time limit for the termination of the contractual relationship with the Customer and the related fulfilments shall be no more than 1 year, without prejudice to any subsequent contingencies previously unknown or not knowable by Telepass.

7. RELATIONS WITH TELEPASS S.P.A.

- 7.1 In the absence of timely notice of change, which may also be made through the dedicated app, the Customer's domicile, for all purposes of the relationship, including taxation, shall remain the domicile declared in the application form, which shall correspond to the domicile declared by the Customer for access to the Additional Services referred to in Article 1.5 above.
- 7.2 Any written communication concerning the existing relationship with Telepass shall be addressed to:

TELEPASS S.p.A. - Customer Care

Via del Serafico 49 - 00142 Rome

; or:

sent via: www.telepass.com,

unless otherwise specifically provided for in the contract.

8. PERIODIC COMMUNICATIONS AND MODIFICATION OF CONTRACTUAL CONDITIONS

- 8.1 Telepass shall send, on a durable medium, at the expiry of the Contract and, in any case, at least once a year, an analytical communication giving full and clear information on the course of the relationship and an updated overview of the conditions applied.

The periodic communication, which includes a statement of the amounts debited and the Supplementary Document also containing the updated economic conditions, shall be sent to the e-mail address indicated by the Customer pursuant to the Contract and shall also be made available in the reserved area of the dedicated app. In the absence of a written objection by the Customer, the notice shall be deemed approved 60 (sixty) days after its receipt by the Customer.

- 8.2 The Parties hereby agree that, in the event that the relationship governed by the present Rules and Conditions has not recorded any movements for more than one year, Telepass shall have the right not to send the Customer the periodic communications referred to in article 8.1 above.

- 8.3 Telepass has the right to unilaterally modify the present Rules and Conditions if there is a justified reason to adapt the relative services to new requirements, such as those of a technical and/or management nature of the services themselves, which may affect the contractual relationship, as well as to comply with prescriptions imposed by law and/or by provisions of Authorities of an imperative nature.

Variations in the economic and regulatory conditions will be communicated as a "Proposal for Unilateral Modification of the Contract" and sent to the Customer by e-mail to the address indicated by the Customer pursuant to the Contract.

The Proposal for unilateral amendment of the Contract shall indicate (i) the effective date of the variations, which may not be less than 60 (sixty) days from the date of receipt of the notice, (ii) the right of withdrawal granted to the Customer and (iii) any further elements required by the applicable rules and implementing provisions.

The Customer, within 60 (sixty) days from receipt of the proposal of unilateral modification of the Contract, may withdraw with immediate effect, without penalty, by means of an appropriate communication sent to Telepass by registered letter with return receipt to the address indicated in art. 7.2 or delivered by the Customer directly to the sales and assistance points authorised by Telepass for this purpose from time to time by Telepass, having the right to see the conditions previously applied applied when settling the relationship. After this period, in the absence of withdrawal, the changes shall be deemed accepted.

The foregoing shall not apply in the event of amendments imposed by laws and/or provisions of mandatory authorities, which shall apply with immediate effect in accordance with the time and manner provided for by the regulatory provision that introduced them, without the need for prior notice.

- 8.4 The Rules and Conditions set forth herein shall be binding on the Customer from the time of conclusion of the relevant Contract, or from the date on which they enter into force, where indicated at the end of this document, subject in any event to the provisions of Article 8.3 above.
- 8.5 An up-to-date copy of the Rules and Conditions relating to this Contract and the relevant Supplementary Document is available at the sales and service points authorised by Telepass and can be consulted and printed from the website www.telepass.com or via the dedicated app.

9. APPLICABLE LAW - JURISDICTION - LANGUAGES USED

- 9.1 This Contract is governed and regulated by Italian law. In any event, if the Customer qualifies as a consumer pursuant to EU Reg. 1215/12 or the legislation of his or her State of residence or domicile, the rights that may be attributed to the consumer by mandatory provisions of law in force in that State shall remain unaffected.
- 9.2 For any dispute that may arise between the Parties, which is not settled through recourse to the procedure governed by art. 10, the competent court, for cases in which the Customer qualifies as a consumer pursuant to the Consumer Code (Legislative Decree no. 206/2005) or EU Reg. 1215/12, shall be that of the judge of the place of residence or domicile of the Customer, or, only if so chosen by the latter, that of the judge of the State in which Telepass is domiciled.

- 9.3 These Terms and Conditions and the relevant application forms, the Supplementary Document, the instructions and declarations provided as part of the online application procedures for the GO by Telepass Online Contract, the pre-contractual information and the information on the processing of personal data made available to the Customer by Telepass, the General Terms and Conditions of ASPI and any other contractual document relating to the Contract itself are prepared both in Italian and in the other languages indicated by Telepass on its website and in the dedicated app. In case of conflict between the provisions in Italian and those in other languages, the interpretation more favourable to the Customer shall prevail. Communications made in writing by Telepass and the Client pursuant to the present Contract may be made in the Italian language or in the other languages indicated by Telepass on its website and in the dedicated app.

10. CONCILIATION AND OUT-OF-COURT DISPUTE SETTLEMENT PROCEDURES

Telepass adheres to the Agreement between Autostrade per l'Italia S.p.A. and the Consumer Associations Adoc, Adusbef, Adiconsum, Codacons and Federconsumatori, current signatories of the Conciliation Protocol, which provides for the establishment of a Conciliation Office for the out-of-court settlement of disputes through the Conciliation Procedure. Customers of Telepass S.p.A., represented by the aforementioned Associations, if dissatisfied with the response to a dispute, can resolve disputes relating to the incorrect management of Telepass contracts in a simple and rapid manner.

The procedure is free of charge for the customer, except for the costs of the correspondence sent.

The request for conciliation - presented by means of the specific form available on the website www.telepass.com or at the sales and assistance points authorised by Telepass and the territorial offices of the Consumer Associations - must be forwarded, by registered mail with return receipt, to the address indicated in art. 7.2 above or by e-mail to conciliazione@autostrade.it. The request will be examined by a Conciliation Commission composed of a conciliator from Telepass and a conciliator from one of the Consumer Associations. In the event of an agreement between the Parties, conciliation is concluded with the settlement of the case. The Customer is free to accept or refuse the proposed solution. The Procedure shall in any case be concluded no later than 120 (one hundred and twenty) days from the date of receipt of the request.

Recourse to the Conciliation Office does not deprive the customer of the right to bring proceedings before the competent judicial authority at any time.

Furthermore, we inform you that, pursuant to EU Regulation No. 524/13, for the resolution of disputes relating to contracts concluded online, as well as this Agreement, there is the possibility of resorting to the Online Dispute Resolution (ODR) procedure provided by the European Commission and available at <http://ec.europa.eu/odr>.

* * *

Subscribe to DeepL Pro to edit this document. Visit www.DeepL.com/pro for more information.

GENERAL RULES AND CONDITIONS FOR THE ACCEPTANCE AND USE OF VIACARD AND TELEPASS MEANS OF PAYMENT FOR DEFERRED TOLL PAYMENT ON ITALIAN TOLL MOTORWAYS

Foreword

Autostrade per l'Italia SpA (hereinafter "ASPI"), share capital Euro 622,027,000.00 with registered office in Via A. Bergamini, 50 - 00159 Rome, VAT No., Tax No. and Rome Company Register No. 07516911000, concessionaire for the construction and operation of the motorways under the ANAS agreement of 18/09/1968 no. 9297 and its additional acts, allows the acceptance of Viacard and Telepass means of payment for deferred payment of tolls at entry and exit stations on Italian toll motorways at whose toll booths the aforesaid documents are accepted under existing agreements between ASPI and the various motorway concessionaires, in accordance with the general rules and conditions set forth below in this form, which is signed by the Customer at the same time as signing the contract for adhesion to the Viacard c/c or Telepass Family online services of Telepass SpA (hereinafter also referred to as "TLP"). The Customer undertakes to comply with the procedures indicated below for transit in the Viacard lanes, Telepass lanes and Viacard/Telepass bimodal lanes of the inbound and outbound stations of the Italian toll motorway network. These regulations may be modified by ASPI, which will notify the Customer at the address indicated on the front of this form.

1 General Rules

1.1 ASPI allows its Customers to use Viacard cards or Telepass devices for the payment of motorway transits made with vehicles and/or motorbikes with an engine capacity of not less than 150 cc, whose number plates are indicated on the front of the application form for Telepass Family online or Telepass with Viacard services or communicated as indicated in article 1.2 below. In this regard, it is specified that the maximum number of number plates to be combined with a Telepass appliance cannot exceed 2, including that of any motor vehicle, and that it is not possible to combine more than one Telepass appliance to the same number plate.

1.2 The Customer undertakes to promptly inform ASPI of any variation of the data, with the exception of those relative to the identity document, indicated on the front of this form. In particular, the Customer undertakes to inform ASPI in advance of any variation in the number plates of the vehicles on which he intends to use the Telepass equipment. The data may be updated at a Punto Blu or other authorised service centre or in the manner indicated in the "Contacts" section of the www.telepass.com site. Updating the data communicated by the Customer to ASPI will result in the automatic updating of the similar data already collected by Telepass SpA and indicated in the adhesion contract for the Viacard c/c, Telepass or Telepass Family online service.

1.3 The data can also be updated by accessing the reserved area of the www.telepass.com site of Telepass SpA, after registering for the site itself, as indicated in the rules and conditions of adhesion to the Viacard c/c, Telepass or Telepass Family online services. Furthermore, in this reserved area, it is possible to view the invoices, or any other suitable document, issued by ASPI for the payment of tolls and the list of journeys included in the last invoice issued and those made but not yet invoiced, according to the methods indicated on the www.telepass.com site, as per article 3.3 below.

2. Using the Viacard and Telepass Family station system

2.1 The use of the Viacard and Telepass Family is extended on the entire Italian toll motorway network as long as it is used using the appropriate Viacard and Telepass lanes respectively when entering and exiting the motorway network and as long as these means of payment and the vehicles coupled to them are in regular status with ASPI and, therefore, authorised to transit.

2.2 The Viacard must be inserted into the special equipment at the reserved Viacard automatic toll exits or handed to the motorway station attendants together with the entry ticket (where applicable). When using the Viacard, it is not permitted to validate the transit of two vehicles with it, even if one is following the other.

2.3 In the event that the telepassing Customer enters a station equipped with a Telepass lane and transits on exit to a station where, for whatever reason, the Telepass service is not available, the same Customer shall have to declare the station of origin to the toll collection personnel. If, on the other hand, the Customer, having entered a station equipped with a Telepass lane, transits a highly automated station on the way out, the Customer shall use a Viacard self-service lane, press the button for requesting an intervention and declare the station of entry to the personnel in charge, via intercom. In both of the above cases, the amount of the toll relative to the declared section or, if this is not the case, the amount relative to the motorway section actually travelled, as resulting from the checks carried out by ASPI, will be debited to the Customer in the invoice or by means of a toll non-payment report - Form PE-07.

2.4 If it is not possible to use the Telepass Family service at an entry station, due to the temporary unavailability of the service itself, the Customer shall collect the ticket and, in order to regularise transit on exit, shall use, if available, a bimodal lane (Viacard self-service with Telepass service overlay) by inserting the ticket in the appropriate slot; the device code will be automatically acquired by the station facilities. In the absence of the aforementioned type of bimodal lane, the transit must be concluded in a lane managed by an Operator to which the Customer must give the ticket and declare that the vehicle is equipped with Telepass. ASPI will verify the Customer's declaration for the purpose of charging the transit in the invoice.

2.5 If the entry of the Customer's Telepass device into the system is not detected at all, the transit will be considered a violation of the motorway use regulations. The track system shall automatically detect the number plate of the vehicle that has transited, by means of the video recording systems located in the toll collection stations, and the Customer shall be required to pay the toll calculated from the station furthest away from the exit station as provided for by Art. 176 of Legislative Decree 30/04/1992 no. 285 "Nuovo Codice della Strada" without prejudice to the application of the administrative sanctions provided for by said regulations. The Customer shall, however, be given the right to prove the station of entry for the purpose of defining the amount actually due.

2.6 The Customer is obliged to respect the procedures for approaching the Telepass track, for transit and for leaving it. In particular, for safety reasons and in order to allow the data to be collected by the system present on the track, the Customer undertakes, by signing the present form, to proceed during all the phases of crossing the station facility at a speed of less than 30 km/h and to maintain a safe distance from the vehicle in front of him.

2.7 The use of the Telepass device installed on motorbikes with an engine capacity greater than 150 cc is permitted only on the tracks specifically authorised for this service, which are recognisable by the horizontal signs indicating three stylised motorbikes and which are equipped with a semi-bar. The Customer undertakes to position the device on the motorbike according to the methods indicated in the special user manual (delivered at the time of formalisation of the Telepass service or available on the website www.telepass.com), to transit with the motorbike only on Telepass lanes authorised for motorbike transit and not to use the motorbike if the traffic lights on the platform or at the sides of the lanes emit a red light, and to always maintain a safe distance from the vehicle in front. Failure to comply with the above indications may result in the failure or defective operation of the Telepass with consequent risk to the Customer's safety.

3. Issuing and delivery of accounting documents and travel lists

3.1 ASPI will send the Customer, through TLP, the invoices, or other suitable document, for the amounts of the tolls relative to the transits effected with the Viacard card or the Telepass device according to the invoicing and delivery cycle applied according to the service contract formalized by the Customer with Telepass SpA. Invoices will be issued by ASPI on the same day of the month established for the invoicing cycle envisaged in the service contract formalized by the Customer with TLP for the specific payment service to which the Customer has adhered; said invoices will be delivered to the Customer, on behalf of ASPI itself, by TLP, according to the terms and methods indicated in the preceding paragraph. The debiting of the amounts invoiced to the Customer's current account will have a date equal to that of the invoice issue.

3.2 In the reserved area of the www.telepass.com site of Telepass SpA, mentioned in article 1.3 above, it is possible to view the invoices issued by ASPI for the payment of tolls, as well as the detailed list of the journeys included in the last invoice issued and those made but not yet invoiced. In order to access the invoices delivered by TLP electronically, the Customer, from the date indicated in the service adhesion contract formalised with TLP, will be able to access the aforementioned site according to the methods indicated in the service contract formalised by the Customer with TLP. It will be the Customer's responsibility to access the reserved area of www.telepass.com in order to print out the invoice on paper for storage and accounting records.

3.3 The toll rates applied in the invoice are those in force at the time of the transits. Any changes in the tax regime shall determine the application of the consequent tolls, with the starting dates established by the relevant provisions.

3.4 Without prejudice to the provisions of arts. 3.1 and 3.2 above, a copy of the invoices and the list of trips may be delivered by TLP, on behalf of ASPI, in paper format, to the Customer's domicile, against a specific request by the Customer himself, according to the methods indicated in the general rules and conditions of the service contract formalized by the Customer with TLP itself.

Telepass SpA will provide, on behalf of ASPI, to deliver the requested documentation to the Customer, according to the conditions and terms provided in the service contract formalized with the Customer.

4. Termination of the contractual relationship

4.1 In the event of termination of the service contract formalised with Telepass SpA, the Customer shall not be permitted to use the Viacard and Telepass payment means for the automated payment of motorway tolls, and the present contract shall automatically terminate.

4.2 In the event of termination of this contract with ASPI, the Customer may not use the Viacard and Telepass payment means for the automated payment of motorway tolls.

4.3 The Customer shall also not be permitted to pay motorway tolls automatically by means of the Viacard and/or Telepass in the event that TLP informs the Customer that the payment card issued to the Customer is no longer authorised for the service, or in the event of use of the system by persons and/or with vehicles that are not authorised in accordance with the provisions of these general terms and conditions, or in the event of incorrect or failed updating of the data relating to the contract.

4.4 This Contract may be terminated by the Customer at any time, without any additional charge, by sending a registered letter with advice of receipt to Autostrade per l'Italia SpA to the address indicated in Article 5.2 below.

5. Relations with Autostrade per l'Italia S.p.A. 5.1 In the absence of timely notification of a change, which may also be made through the reserved area of the site www.telepass.com, the Customer's domicile, for all purposes of the relationship, including taxation, shall remain that declared on the front of this form.

5.2 Any written communication concerning the existing relationship must be addressed by the means indicated in the "Contacts" section of the website www.telepass.com.

5.3 The "ASPI" Rules and Conditions set out above are binding on the Customer from the time of signing this form or from the date on which they enter into force as indicated at the end of this document.

ASPI INFORMATION PROCESSING NOTICE

Pursuant to Article 13 of the European Regulation 2016/679 ('GDPR')

1. Please note that the personal data provided by the Customer contained in this form, as well as those relating to the use of Viacard cards and/or Telepass equipment, are collected and may be used and processed - in hard copy, electronically and telematically - by ASPI, through its own employees and/or the personnel of the Italian motorway toll collection companies, appointed to process the data, for purposes related to the management of this contractual relationship and, in particular, to the activities of invoicing and toll collection.
2. Such personal data will be communicated by ASPI to TLP for the administrative management of toll payments, as better specified in point 3 below, and to the toll motorway concessionaire companies, at whose facilities the transits have been recorded, for the purposes of the relative invoicing, or, in the case of transits for which non-payment has been recorded, for the purposes of credit recovery. The processing of this data and the recovery of the toll is also carried out with the help of specially appointed third parties.
3. Administrative activities relating to the billing service, and in particular the production and dispatch of invoices and any payment reminders, are carried out on behalf of ASPI by Telepass Spa, specifically appointed as Data Processor by ASPI itself. The administrative activities relating to direct debits to the Customer's account/current for the payment of tolls will be carried out by the Entity indicated on the front of this form, which is already the owner of the banking data relating to the Customer's contractual relationship.
4. The Customer is also informed that the personal data supplied by the Customer for the registration and use of the reserved area of the www.telepass.it site of TLP for viewing and receiving ASPI invoices, as well as for viewing and receiving the list of trips, will be processed, on behalf of ASPI, by Telepass Spa, specifically appointed as Data Processor as indicated above. In this regard, please refer to the specific information notice, specifically made available by TLP on the site and/or in the reserved area of the TLP App itself.
5. Except as provided for in the preceding articles, the Customer's personal data, collected and stored in ASPI's databanks, will not be the object of dissemination and communication, except in the cases provided for in the contract and in any case in compliance with the law and in the manner permitted by it. Furthermore, in order to ensure the correct performance of all the activities connected or instrumental to the provision of the service offered, where necessary, ASPI may also carry out the aforementioned processing operations through other companies in the Group or third parties (companies entrusted with the recovery of ASPI's credit, companies entrusted with the maintenance of the computer systems in charge of toll invoicing processes) appointed in advance from time to time as Data Processors.
6. It should be noted that ASPI stations are equipped with a video recording system which, in the event of non-payment of the toll or of a customer who does not have an entry ticket or who engages the station facilities improperly or with improperly functioning equipment, automatically records the number plates of vehicles in transit for the consequent charging of the toll and, where the requirements are met, for the performance of civil, administrative and/or criminal actions in the cases provided for by Article 176 of Legislative Decree 285/1992. The images may be viewed exclusively by personnel in charge of processing and are kept for the fulfilments connected with the collection of the toll and, in cases of offence, also for the settlement of proceedings.
7. It should also be noted that the motorway network is equipped with automatic detection systems (so-called "BOE Telepass") of vehicles fitted with Telepass equipment, which anonymously record and store the transit of such vehicles for "statistical" purposes, and, in particular, to determine a statistical model of traffic flows on the motorway network aimed at validating the methods for distributing toll amounts among the motorway companies involved in the transits detected and determining the average journey times on the section. This data is processed exclusively by personnel in charge of the processing or, on behalf of ASPI, by third party companies in charge of statistical processing (number of vehicles travelling on that section), specifically appointed by ASPI as Data Processor.
8. Please also note that Articles 15-22 GDPR give data subjects the possibility to exercise specific rights; the data subject may obtain from the Data Controller: access, rectification, erasure, restriction of processing, withdrawal of consent, as well as portability of data concerning him/her.
The data subject also has the right to object to the processing. If the right to object is exercised, the Data Controller reserves the right not to process the request, and thus to continue processing, if there are compelling legitimate grounds for processing that override the interests, rights and freedoms of the data subject.
The aforementioned rights may be exercised by making a request to the DPO without formalities at the following address: dpo@pec.autostrade.it, by using the appropriate forms made available by the Data Controller on the website www.autostrade.it. Please note that the Data Subject may lodge a complaint pursuant to Art. 57 letter f) GDPR with the Data Protection Authority.
- 9 The data controller is Autostrade per l'Italia SpA, with registered office in via A. Bergamini 50, 00159 Rome
The Data Protection Officer is domiciled for this purpose at the head office of Autostrade per l'Italia SpA and can be contacted at the following pec address: dpo@pec.autostrade.it
Data Processors, ex art. 28 GDPR, as identified above:
- for administrative activities, Telepass SpA, with registered office in Rome, Via Laurentina 449, 00142
- for toll non-payment management activities, EssediEsse SpA, with registered office in Rome, Via A. Bergamini 50, 00159.

All personal data/information will be processed in accordance with the GDPR and privacy regulations and in such a way as to guarantee the security and confidentiality thereof, to prevent unauthorised disclosure or use, alteration or destruction. The Controller reserves the right to amend and update this Policy in the event of new legal provisions or changes to the company's data processing policy.

This Information Notice and any updated versions thereof will be published on the ASPI website: ww.autostrade.it