

## NOTE PRECONTRACTUAL INFORMATION (LEGISLATIVE DECREE 206/2005; LEGISLATIVE DECREE 70/2003)

### PRIVACY POLICY OF TELEPASS S.P.A. (REG. EU 2016/679 "GDPR")

#### FOR THE CONTRACT

#### "GO BY TELEPASS ONLINE

Please read the Pre-contractual Information Notice and the Privacy Policy set out below carefully before formalising the "GO by Telepass Online" contract

### INFORMATIVE NOTE PURSUANT TO ART. 7, LEGISLATIVE DECREE 70/2003, AND OF ART. 48 AND 49 OF THE CONSUMER CODE

#### 1. Suppliers

Telepass S.p.A. - joint-stock company (hereinafter referred to as "TLP" or "Telepass"), with registered office in Rome, via Laurentina, 449, share capital € 26,000,000.00 fully paid up, fiscal code 09771701001, Economic Administrative Register (REA) number RM- 1188554.

Telepass S.p.A. - Customer Care Via del Serafico 49 - 00142 Rome - Communications through the site: [www.telepass.com](http://www.telepass.com). Tel.: 840.043.043

Together with the Contracted Parties with Telepass that provide the services that the Customer can access using the "**Go by Telepass**" service; the updated list of the services of the Contracted Parties is available in the public area of the website [www.telepass.com](http://www.telepass.com) and in the dedicated app.

#### 2. Features of the 'GO by Telepass' service

This notice concerns the GO by Telepass service provided by Telepass.

The "**GO by Telepass**" service governed by the "**GO by Telepass Online**" contract (hereinafter also referred to as the "**Contract**"), relates to (a) the provision by Telepass of the electronic toll service, aimed at allowing customers' vehicles easy access, through their identification and authorisation, to motorways, roads, areas, means of transport, facilities, infrastructures, etc., and the performance of the related fulfilments, as provided for in the Contract (the "Electronic Toll Service"), as well as (b) the provision of further services strictly related to mobility and the performance of the related fulfilments, as provided for in the Contract (the "Contract"), and the performance of the related obligations, as provided for in the Contract (the "**Electronic Toll Service**"), as well as (b) the provision of further services strictly related to mobility and the performance of the related obligations, as provided for in the Contract (the "**Additional Services**"), all against payment of a monthly fee for the sole months of use of the Go by Telepass service and the fixed costs indicated in the Contract and in the relevant Supplementary Document.

In particular, the Electronic Toll Service allows, within the limits and under the conditions set forth in the Contract and with exclusive reference to vehicles for private use, used for the transport of persons and belonging to the "Eligible Vehicle Classes" indicated below:

(a.1) access for the Client's vehicles, identified and authorised by Telepass, to the Italian toll motorway network ("Italian Network") and to the motorway networks in the continental territory of the French Republic ("French Network"), the Kingdom of Spain ("Spanish Network") and the Portuguese Republic ("Portuguese Network"), as well as on the motorway network in 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 by means of marked lanes, without the need to stop, on entry and exit, at toll stations (tollbooths), with related payment in favour of the motorway operators, of the amounts for tolls due by the Customer for the services he has used, subsequent debiting of the corresponding amounts from the Customer's credit card accepted by Telepass and performance of the further expected 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 specific 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 "Agreed Parties"), with correlated payment, in favour of the Agreed Parties, of the amounts (for tolls, fees, etc.) due by the Client for the services he has used, subsequent debiting of the corresponding amounts from his credit card and performance of the further provided fulfilments (the "Other Telepedaggio Services").) due by the Customer in respect of the services he has used, subsequent debiting of the corresponding amounts from the Customer's credit card, and performance of the further expected fulfilments (the "**Other Electronic Toll Services**"), under the conditions set forth in the Contract.

The **Other Electronic Toll Services** made available by Telepass (on the basis of the agreements that Telepass shall enter into from time to time with the Contracting Parties) shall be made known through the website [www.telepass.com](http://www.telepass.com), the dedicated app and any other information and assistance channels that may be activated, and shall 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 activation of each of the Other Electronic Toll Services and the acceptance by the Customer of the relevant rules and conditions of use (where applicable), shall be considered completed at the time the Customer makes the first use of the individual Service concerned by accessing it through the European Electronic Toll Collection Device. In the event of activation, the charges for the services (of the Contractual Entities) used by the Customer using the Other Telepass Services of Telepass shall be included in the GO by Telepass service accounting document, in accordance with the rules and conditions of the Contract.

The **Ancillary Services** allow, within the limits and under the conditions provided for by the Contract, the access of the Customer, identified and authorised by Telepass, to further services strictly connected to mobility, provided by Telepass or by the subjects Telepass reserves the right to enter into agreements with (the "Contracted Subjects"), with correlated payment, in favour of the service providers, of the amounts due by the Customer for the services used, subsequent debiting of the corresponding amounts from the Customer's credit card and performance of the further expected fulfilments, as provided for by the Contract. The Ancillary 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) are made known by Telepass through the website [www.telepass.com](http://www.telepass.com), the dedicated app and any other information and assistance channels that may be activated, and are 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 available Ancillary Services, as well as, where applicable, the rules and conditions of use of each of said Services. 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 completed when the Customer makes the first use of the single Accessory Service concerned, accessing it through the European Telepass Machine (or through the dedicated app and/or appropriate credentials or other methods provided by Telepass). In the event of activation, any charges envisaged for the use of the Ancillary Services (of the Contractors or of Telepass) shall be included in the GO by Telepass service accounting document, in accordance with the rules and conditions of the Contract.

Telepass reserves the right to vary and update the Other Electronic Toll Services and the Accessory Services available and/or activated and to vary and update the list of Contracted Parties, giving notice in the manner provided for in the Contract. The Customer may deactivate one or more of the Other Electronic Toll Services and Accessory Services at any time through the dedicated app and in the manner provided for in the Contract.

In order to use the Go by Telepass service, Telepass makes available to the Customer, under the conditions indicated in the Contract, a dedicated app and a special apparatus (the "**European Telepass Apparatus**"), which allows the exchange of information with the automatic detection systems of the motorway network managers and the Contractual Partners and with the Telepass IT system allowing the identification of Customers and vehicles in transit and their authorisation to access and use the relative services, so as to allow the motorway operators and the Contractual Partners to calculate the amounts due to them by the Customer and, therefore, for Telepass to pay the amounts (for tolls, fees, etc.) due by the Customer for the services, to the said subjects.) owed 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 the charging of the corresponding amounts to the Customer, according to the conditions set out in the Contract.

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.

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 the Contract and in the relevant Supplementary Document, by debiting the credit card accepted by Telepass.

In particular, the GO by Telepass service is envisaged with the "Pay per Use" formula, 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 set out in the Contract. The "Pay per Use" formula envisages (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, in accordance with the terms and conditions of the Contract.

The European Telepass Appliance may be coupled to only one number plate at a time. In any case, the same number plate cannot be connected to more than one Telepass appliance, whether it be a European Telepass Appliance or another Telepass appliance.

The European Telepass Machine, delivered to the Customer as a gratuitous loan, pursuant to Article 1803 of the Italian Civil Code, remains the property of Telepass, with all legal consequences, and may not be transferred or granted for use in any capacity to third parties.

The installation of the European Telepass Device on the indicated vehicle must be carried out in accordance with the instructions indicated in the user manual and is at the expense of the Customer, who must keep and preserve it pursuant to Article 1804 of the Italian Civil Code.

### **3. Who can join and eligibility checks**

The GO by Telepass Online Contract is aimed exclusively at 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 payments shall be debited according to the specific debit and billing cycles set out in the Contract and (ii) are domiciled in one of the countries indicated in the table in paragraph 7 below, as well as on the website [www.telepass.com](http://www.telepass.com), in the dedicated app and in the Supplementary Document relating to the Contract.

Telepass allows only 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. (which can be found in the same document as the General Terms and Conditions of the GO by Telepass Online Contract) concerning the use of the automated electronic toll collection system at stations on the Italian motorway toll network to subscribe to the GO by Telepass service.

Telepass allows the above-mentioned natural persons to subscribe to the GO by Telepass service 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 as a result of using 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 any other sum due by the Customer to Telepass pursuant to the Contract, (ii) that there is no element 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 is no element 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 equipment is taking place, as provided for in the Contract.

For this reason, as part of the online application procedures for the Contract, Telepass performs certain eligibility checks on the applicant and verifies in advance (and, in the event of conclusion of the Contract, also during the course of the relationship), 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 information provided by Telepass pursuant to Article 13 of Regulation (EU) 2016/679 "GDPR".

#### 4. How to join the GO by Telepass Online Contract

In order to adhere to the "GO by Telepass Online" Contract, after having read this information note and the information note on the processing of personal data provided pursuant to Article 13, Regulation (EU) 2016/679 ("GDPR") by Telepass, the reading of which is necessary to proceed to the start of the compilation operations, it is essential to follow the instructions provided by Telepass to complete the procedure, providing the information requested and formalising the acceptances provided, until the conclusion of the entire procedure.

On-line completion of subscription to the GO by Telepass service 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](http://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 mandatory and optional consents provided for and finally signing the entire contractual document with Digital Signature, according to the procedures indicated in the Contract, depending both on the request to adhere to the Contract relating to the GO by Telepass service and on adherence to the General Rules and Conditions of ASPI. In order to use the Digital Signature, the Customer will be required to sign a specific contract with the Certification Authority, according to the modalities indicated in the Contract. Telepass reserves the right to accept the applicant's proposal only subject to the positive outcome of the applicant's eligibility verifications referred to above and verified, moreover, the regularity of the Customer's on-line procedure of adherence to the Rules and Conditions of the Contract relative to the GO by Telepass service and to the General Rules and Conditions of ASPI.

In the event of acceptance of the applicant's proposal at the end of the online procedure described above, Telepass shall send the Customer, at the end of the procedure itself or, subsequently, by e-mail, a communication confirming the conclusion of the Contract, as well as a copy of the Contract to the indicated e-mail address, and shall finally send the Customer, by mail, to the domicile indicated by the Customer during the procedure, at the latter's expense, the European Telepass Machine requested. Upon acceptance of the Customer's proposal, Telepass shall open the relative contractual position and activate the services requested by the Customer.

**Right of withdrawal.** The Contract for the GO by Telepass service signed via the online procedure indicated above is a "distance contract" within the meaning of Directive 2011/83/EU and the Consumer Code. In particular, pursuant to art. 9 of the aforesaid Directive and Article 52 of the Consumer Code, the Customer, if qualifies as a "consumer", 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 reason and without having to incur any costs other than those provided for by Article 56, paragraph 2, and Article 57 of the Consumer Code without prejudice to what may be due (i) for the tolls paid and the other fees due for the services used, through the use of the European Telepass Machine at its disposal, until Telepass receives the Machine itself, as well as (ii) the payment of an amount equal to a monthly portion of the service fee due, pursuant to the Contract, for the use of the GO by Telepass service. Before the expiry of the fourteen-day term, the Customer may communicate its withdrawal to Telepass: (a) by sending a written notice (also using the specific form made available on the website [www.telepass.com](http://www.telepass.com)) by registered mail with return receipt in accordance with the rules and conditions of the Contract; if the Customer has already received the European Telepass Machine, he/she shall be obliged to return it to Telepass at the sales or service points authorised by Telepass or by sending it by registered mail with return receipt; or (b) by going directly to the sales or service points as indicated above and returning the Machine received, if any.

#### 5. Conditions of use and maximum spending limits

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



In particular, 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 the Contract, refraining from fraudulent or unauthorised use of the service pursuant to the said Contract. The following shall be considered unauthorised (a) the use of the European Telepass Machine on vehicles that do not belong to the Permitted Vehicle Classes; (b) the use of the European Telepass Machine on a vehicle (belonging to the Permitted Vehicle Classes) bearing a registration plate other than the one validly communicated to Telepass pursuant to this Contract (c) the use of the European Telepass Appliance to use the relevant services under the Contract in a short period of time 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 his payment obligations on the due date.

In the event of the Customer's non-compliance with even one of the aforementioned obligations, 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, has the right to suspend the GO by Telepass service, for a maximum duration of 15 (fifteen) days, in accordance with the provisions of the Contract. At the end of the ordered suspension, the GO by Telepass service will be automatically reactivated. In cases of particular seriousness or recidivism, on the part of the Customer, in the non-compliance with the above obligations, Telepass may withdraw from the Contract, or, if the prerequisites exist, terminate the Contract itself pursuant to art. 1456 of the Italian Civil Code and terminate the GO by Telepass service.

The GO by Telepass service, also for the purpose of limiting the losses borne by Telepass in the event of fraud or unauthorised use, 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 provided for in the Contract and in the relevant Supplementary Document. 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: for the category "two-axle vehicles": euro 350.00 VAT included; for the category "two-axle vehicles": euro 500.00 VAT included. The Periods of Use, in relation to which the aforementioned maximum spending limits shall apply, are as follows: (i) from the first to the fifteenth day (inclusive) of each calendar month; (ii) from the sixteenth to the last day (inclusive) of each calendar month. In order to reach the aforementioned maximum spending limits, the amounts (for tolls and other fees related to access to the motorway network and other areas, car parks, roads, structures, infrastructures, means of transport and/or other relative services strictly related to mobility managed by the Contracting Parties) due by the Customer and registered during the period of use through the GO by Telepass service (and the related European Telepass Machine), as calculated pursuant to the Contract, shall be cumulatively included the amounts due by the Customer to Telepass for fees and fixed costs under this Contract shall not contribute towards reaching the aforementioned maximum expenditure limits. If the applicable maximum spending limit is exceeded within a Period of Use, Telepass shall suspend the GO by Telepass service until the end of the Period of Use concerned (i.e. until midnight of the last day of the Period of Use). At the end of the Period of Use affected by such suspension, the GO by Telepass service shall be automatically reactivated.

## 6. Duration and Termination

The GO by Telepass Online Agreement is concluded for an indefinite term, subject to the cases of termination and cancellation governed by the Agreement.

Telepass reserves the right to discontinue and terminate the GO by Telepass service at any time and to withdraw from the relative contract with the Customer, by giving the Customer at least two months' written notice, in the cases and in the manner indicated in the Contract. In such event, the Customer shall be obliged to return the European Telepass Device in accordance with the terms and conditions of the Contract.

The Customer has the right to withdraw from the GO by Telepass Online Contract, at any time and without any penalty or closing costs, except for the payment of the amount due for expenses and costs incurred by Telepass for the execution of the Contract, as well as for the amounts due by the Customer for the Toll and Ancillary Services he/she has used by availing himself/herself of the Go By Telepass service and not yet invoiced. To this end, the Client must notify Telepass of his wish to withdraw from the Contract (i) by sending - in the manner and to the addresses indicated in the Contract - a written notice of withdrawal, or, (ii) by going to the sales or service points authorised by Telepass for this purpose from time to time . In such case, the Customer shall be obliged to return the European Telepass Equipment, either by delivering it to the sales or service points as indicated above or by sending it by mail, at his own expense, to Telepass, in accordance with the rules and conditions of the Contract. Withdrawal shall be effective on the date of receipt of the European Telepass Machine by Telepass.

The Contract relating to the GO by Telepass service may be terminated, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, by TLP, in the cases indicated in the Rules and Conditions of the Contract itself.

## **7. Economic conditions of services**

By adhering to the Contract and using the GO by Telepass service, the Customer is obliged to pay to Telepass (in addition to the shipping costs of the European Telepass Device borne by the Customer and to the other costs and compensation, if any, indicated in the Contract and in the Supplementary Document) the costs and fees indicated in the tables below.

Furthermore, the Customer irrevocably undertakes to accept the debiting, from the credit card accepted by Telepass (a) of the amounts relative to all tolls and/or fees (calculated in accordance with the provisions of the Contract) due for the use, by the Customer, of the services provided by the motorway operators and/or the Contractual Entities and to which the Customer has had access by availing himself of the Electronic Toll Service, (b) of the amounts due to Telepass for fees, costs (b) the amounts owed by Telepass for fees, costs, indemnities and/or other securities provided for by the Contract for the GO by Telepass service and invoiced by Telepass, as well as (c) the amounts of any 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 related 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 also proceed with the payment of the amounts due by the Customer to the motorway network managers and to the Affiliated Parties, also providing for the purchase and payment of the fee for the right to use the service used by the Customer to these subjects, and then transferring this right back to the latter and charging the relative fee. Only with the effective payment, in favour of Telepass, of the amount due by the Client to the latter pursuant to the Contract, shall the corresponding obligations of the Client towards Telepass be deemed fulfilled.

For each calendar month in which the Customer uses the GO by Telepass service, Telepass shall send the Customer an accounting document summarising the amounts pertaining to that month due to Telepass and the relevant invoice issued by Telepass itself. For each calendar month concerned, the summary statement and the invoice issued by Telepass shall be issued on the 23rd day of the following calendar month. The amounts invoiced to the Customer pursuant to the preceding paragraph shall be debited on the same date as the invoice issued by Telepass.

Telepass, moreover, in relation to each calendar month in which the Customer uses the GO by Telepass service, shall send the Customer, for each relevant period, an accounting document summarising the additional charges pertaining to that month and the invoices (or other suitable document) issued (i) by ASPi, according to the terms provided for in the Contract with ASPi referred to in the introduction or by Telepass, for the tolls relating to the transits carried out and debited in the reference period, and (ii) where applicable, by the Contracting Parties, for the services which the Customer has used and to which he has had access by availing himself of the Go by Telepass service and the relative European Telepass Machine. In particular: a) for the period comprised between the first and the fifteenth day (inclusive) of the calendar month concerned, the accounting document and the invoices referred to above shall be issued on the 23rd day of the same month; b) for the period comprised between the sixteenth and the last day (inclusive) of the calendar month concerned, the accounting document and the invoices referred to above shall be issued on the eighth day of the following calendar month.

Telepass shall provide the Customer, free of charge, with summary accounting documents and invoices by means of email and the dedicated app, in accordance with the terms and conditions set forth in the Contract. Telepass, therefore, will not send such documents in paper format. By accessing the reserved area of the dedicated app, the Customer can view and print out, free of charge, the list of trips and charges, invoiced and to be invoiced, relating to the services that the Customer has used using the GO by Telepass service, as well as the relative invoices, according to the terms and procedures indicated in the Contract.

The economic conditions of the GO by Telepass service may be subject to revision in accordance with the terms of the relevant Agreement, without prejudice to the Customer's right to withdraw from the Agreement within the prescribed period.

## ECONOMIC CONDITIONS OF THE GO BY TELEPASS SERVICE

Economic conditions, fixed by Telepass S.p.A., which shall be applied to the Customer by means of charging the latter's credit card previously accepted by Telepass itself.

### FEES AND FIXED COSTS

Description	Value
Cost of activating the GO by Telepass service	15.00 Euro, VAT included
Fee for the GO by Telepass Service (with the envisaged "Pay per Use" formula) for each calendar month in which the Customer accesses the Italian Network, the French Network, the Spanish Network and/or the Portuguese Network and/or the Croatian Network and/or uses one of the Other Electronic Toll Services and/or the Accessory Services	4.00 Euro, VAT included
Maximum spending limit per calendar year for the Go by Telepass service fee	36.00 Euro, VAT included
Shipping costs European Telepass machine (where contractually agreed)	7.50 Euro, VAT included (*)
Cost for the replacement of the European Telepass Device at the Customer's request	6.00 Euro, VAT included



Description	Value
Penalty for failure to return or delay in returning the European Telepass Machine in the event of withdrawal or termination of the contract	25.00 Euro
Penalty for using the European Telepass Machine on vehicles not belonging to the permitted vehicle classes	50.00 Euro
Compensation for failure to return the European Telepass Device in the event of theft or loss	25.00 Euro
Interest on late payment of invoices from the 2nd day of invoice date	ECB rate + 5 points
Processing of copies of accounting documents, invoices, periodic or end-of-contract communications in the dedicated area of the app	0.00 Euro
Costs related to activities instrumental and/or functional to extrajudicial debt recovery, per individual statement of charge	5.00 Euro (excluding VAT and accessories, where legally due)

\* in the event that, at any time, the cost borne by Telepass S.p.A. for shipment undergoes increases, Telepass S.p.A. shall be entitled to adjust the aforesaid amount to the costs actually borne by it.

#### MAXIMUM EXPENDITURE LIMITS <sup>1</sup>

Description	Limit
Maximum spending limit for the use of the Go by Telepass Service (including the Other Electronic Toll Services and any Additional Services activated) per Period of Use <sup>2</sup>	
Category: two-axle vehicles	350.00 Euro, VAT included
Category: three-axle vehicles	500.00 Euro, VAT included

<sup>1</sup> This table shows the maximum spending limits per period of use of the GO by Telepass service (including the Other Telepass Services and any Additional Services activated). All the amounts (for tolls and other fees related to access to the motorway network and other areas, roads, car parks, structures, infrastructures, means of transport and/or other services related to mobility managed by the Contracting Parties) due by the Customer and recorded during the period of use through the GO by Telepass service and the relative European Telepass equipment contribute towards reaching the aforementioned maximum expenditure limits; therefore, the amounts due by the Customer to Telepass for fees and fixed costs under the Contract do not contribute towards reaching the aforementioned maximum expenditure limits.

<sup>2</sup> The Periods of Use, in relation to which the maximum spending limits for the use of the GO by Telepass service (including the Other Electronic Toll Services and any Additional Services activated) apply, are as follows: (i) from the first to the fifteenth day (inclusive) of each calendar month; (ii) from the sixteenth to the last day (inclusive) of each calendar month.

## COUNTRIES IN WHICH THE CUSTOMER MUST BE DOMICILED IN ORDER TO JOIN THE GO BY TELEPASS SERVICE

The GO by Telepass service is reserved exclusively for natural persons domiciled in:

- Italy
- 
- Other European Union countries (excluding the United Kingdom)
  - Switzerland
  - Republic of San Marino
  - Vatican City State.

\* \* \*

### 8. Customer area

TLP allows Customers who are GO by Telepass service holders the possibility of accessing the reserved personal area of the dedicated app, according to the procedures indicated in the Contract. The related instrumental services are free of charge.

### 9. Complaints

The Customer may lodge a complaint at any time, by letter or e-mail to the addresses indicated in this notice, to which TLP undertakes to provide a reply as soon as possible.

### 10. Conciliation and out-of-court dispute settlement procedures

TLP has set up a procedure for conciliation and out-of-court settlement of disputes, which is described in the GO by Telepass Online Contract Terms and Conditions, free of charge and optional for the customer.

Please also note that, pursuant to EU Regulation No. 524/13, for the resolution of disputes relating to contracts concluded online, there is the possibility of using the Online Dispute Resolution (ODR) procedure provided by the European Commission and available at <http://ec.europa.eu/odr>.

The place of jurisdiction for legal disputes is the one stipulated in the GO by Telepass Online Contract Terms and Conditions.

### 11. Registration on the Telepass website and dedicated app

Please note that registration on the website [www.telepass.com](http://www.telepass.com) and on the dedicated app allows Telepass to process the Customer's personal data entered during registration. In this regard, please refer to the relevant privacy policy, which can also be consulted on the website [www.telepass.com](http://www.telepass.com) and on the dedicated app and is available as part of the registration procedure.

\* \* \*

## INFORMATION IN ACCORDANCE WITH ARTICLE 13, REGULATION (EU) 2016/679 ("GDPR") /2003,

### INFORMATIVE REPORT

#### Pursuant to Article 13, Regulation (EU) 2016/679 ('GDPR')

With this information notice, the Data Controller, as defined below, wishes to illustrate to you the purposes for which it collects and processes your personal data, which categories of data are processed, what your rights are under the data protection legislation and how they can be exercised, and also to enable you to give informed consent to processing, where necessary.

## 1. WHO IS THE DATA CONTROLLER

**Telepass S.p.A.**, with registered office in Via Alberto Bergamini, 50, Rome, in the person of its legal representative *pro tempore*, is the data controller of your personal data (the "Data **Controller**" or "Telepass").

## 2. HOW TO CONTACT THE DATA PROTECTION OFFICER

The Controller has appointed a data **protection officer** ('**Data Protection Officer**' or '**DPO**') who can be contacted by sending an *e-mail* to [DPO@telepass.com](mailto:DPO@telepass.com) or by writing to:

*Data Protection Officer* (DPO)

c/o Telepass S.p.A.

Via Alberto Bergamini, 50

00159 - Rome.

## 3. WHAT IS MEANT BY PERSONAL DATA

Pursuant to the GDPR, personal data means: '*any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, by reference in particular to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to his or her physical, physiological, genetic, mental, economic, cultural or social identity*' (the '**Data**').

## 4. WHAT ARE THE PURPOSES OF THE PROCESSING OF YOUR DATA AND THEIR LEGAL BASIS

**4.1.** Telepass collects and processes your Data for the stipulation and execution of the contract concerning the Go by Telepass service in order to allow you to make payments for motorway tolls or amounts due for the use of parking facilities in the Italian, Croatian, French, Spanish and Portuguese networks, i.e. for purposes strictly connected with and instrumental to the performance of the necessary pre-contractual activities, the management of the contractual relationship (administrative and accounting activities, customer assistance, complaint management, credit recovery) and the provision of the services, from time to time, requested.

In particular, for these purposes Telepass collects and processes the following Data:

- personal and identification data (name, surname, tax code);
- home address, telephone number and e-mail address;
- payment data (credit card expiry date);
- the registration number of the car/motor vehicle;
- information on the location of the Telepass device on the motorway network (list of trips/transits made) and at participating establishments;
- in general, any other data and information necessary for the conclusion and execution of the contract.

It is also in the legitimate interest of the Data Controller to process some of your Data that is strictly necessary for fraud prevention purposes and in order to have proof of the transits made on the motorway network, the services used and the transactions carried out within the framework of the contract, so as to be able to protect the rights and assets of Telepass.

**4.2.** Your Data may also be processed by the Owner for the fulfilment of legal obligations. By way of example, Telepass may process your Data for fiscal fulfilments connected to the execution of the contract, for the management of requests by the Authority, as well as for obligations relating to regulations for the prevention of fraud, money laundering and terrorism financing, where applicable.

**4.3.** The Owner may process your Data in order to send you communications of a commercial nature and/or for promotional initiatives for the purposes of the direct offer of its own products and/or services similar to those you have already subscribed to. Telepass will carry out this activity in compliance with the principles of the GDPR and for the pursuit of its own legitimate interest; in any case, you may object at any time to the receipt of such communications by writing to the Data Controller at the email address [privacy@telepass.com](mailto:privacy@telepass.com) or by contacting the DPO at the addresses indicated in paragraph 2 above.

Without prejudice to the provisions of paragraph 4.3 above, with your express and specific consent, the Data Controller may also process your Data for promotional initiatives (present and future) of a commercial nature, sending advertising material, carrying out market research, direct sales, commercial communications, relating to the entire range of products and/or services offered by Telepass, by companies of the Group to which the latter belongs (parent companies, subsidiaries and/or affiliates), by affiliated businesses and third party partners. Commercial communications may be sent using traditional systems (paper mail, calls with operator) and automated communication systems (SMS, e-mail, calls without operator, notifications on the App).

**4.5.** Subject to your express and specific consent, the Data Controller may also process your Data for profiling purposes, to allow the processing and completion of statistical and market studies and research, to allow the creation/definition of your profile and/or personality, to analyse your tastes, preferences, habits, needs and/or consumption choices so as to be able to offer you products and services more in line with your needs and a whole series of promotions and discounts.

The consent you have given on the individual issues referred to in paragraphs 4.4 and 4.5 above may be withdrawn at any time by writing to the Data Controller at [privacy@telepass.com](mailto:privacy@telepass.com) or by contacting the DPO at the contact details given in paragraph 2 above.

In any event, we undertake to ensure that the information collected and used is appropriate for the purposes described, and that this does not lead to an invasion of your personal sphere.

In accordance with Article 13 of the GDPR, we summarise in the following table the processing purposes for which your Data are intended, as well as the compulsory or voluntary nature of providing them, the consequences of your refusal to provide them, and the legal basis of the processing carried out by the Data Controller.

<b>Paragraph No.</b>	<b>Purpose of processing</b>	<b>Compulsory or voluntary nature of providing personal data</b>	<b>Consequences of refusal to provide personal data</b>	<b>Condition of lawfulness of processing</b>
4.1	Conclusion of the contract concerning the Go by Telepass Service	Volunteer	Inability of the Controller to fulfil your requests and provide you with the requested service	The execution of pre-contractual measures taken on account of your request
	Management of the contractual relationship	Volunteer	Inability of the Controller to fulfil your requests and provide you with the requested service	Contract Execution
	Protection of corporate assets and defence of the holder's rights	Mandatory	Inability of the Controller to fulfil your requests and provide you with the requested service	Legitimate interest of the Holder
4.2	Fulfilment of legal obligations and requests by the Authority	Mandatory	Inability of the Controller to fulfil your requests and provide you with the requested service	Fulfilment of a legal obligation by the Controller
4.3	Commercial information on products and services similar to those purchased	Volunteer	Inability to send you commercial communications relating to similar products and services to those covered by the contract	Legitimate interest of the Holder
4.4	Commercial activity carried out by Telepass	Volunteer	Inability to send you communications of a commercial nature concerning the entire range of products offered by the Controller, the companies belonging to the same Group and third-party partners	Your consent
4.5	Profiling	Volunteer	Inability to offer you customised proposals and services	Your consent



## 5. TO WHOM WE COMMUNICATE YOUR DATA

Telepass may communicate some of your Data to the subjects it uses to carry out the activities necessary to achieve the purposes indicated and described in paragraph 4 above (e.g. licensee companies interested in the transits carried out on the motorway sections under their responsibility, partners and affiliated businesses, third parties including the companies that process the payment of the amount due in favour of the Owner for the use of the services offered by Telepass (e.g.: Stripe Payments Europe, Ltd., subsidiary of Stripe, Inc.).

As an integral part of the processing activities, Your Data may be communicated to other companies directly controlled by Telepass, i.e. UrbanNext S.A., Kmaster S.r.l., Telepass Broker S.r.l., Infoblu S.p.A. or to companies belonging to the Atlantia Group. In particular, Your Data may be communicated to Essediesse S.p.A., with which Telepass has entered into a *service* contract for the provision of administrative services (e.g. invoicing for the rental of Telepass equipment). Telepass will also disclose your Data to Autostrade per l'Italia S.p.A. and Tangenziale di Napoli S.p.A., respectively, for the purpose of managing the requests made by the Authority and to provide you with customer assistance through the *contact centre*.

Your Data may then be communicated to external companies that provide Telepass with logistics services, or to companies that carry out technical coordination, assistance and maintenance activities on behalf of the Data Controller and provide assistance on your behalf in matters related to the Telepass contract, as well as companies that Telepass may use for debt collection purposes.

The subjects mentioned above who process your Data on behalf of Telepass are specifically appointed as Data Processors by the Data Controller.

The list of Data Processors can be obtained by contacting the DPO at the contact details indicated in paragraph 2 above.

Finally, the Data Controller may communicate your Data to the subjects to whom the communication is due by virtue of legal obligations and to the credit institutes with which Telepass operates for the purposes of stipulating the contract. These subjects carry out their respective processing activities as autonomous data controllers.

## 6. WHERE DO WE TRANSFER YOUR DATA?

In order to achieve the purposes described in paragraph 2 above, as an integral part of the processing activities, your Data, in particular, the Data relating to payment transactions will be communicated to the company Stripe, Inc. whose *servers are* located in the United States of America.

This transfer of Data is carried out on the basis of the Privacy Shield certification adopted by Stripe, Inc.

In any event, you may obtain further information and details on the transfer of your Data by contacting the DPO at the contact details indicated in paragraph 2 above or by writing to the e-mail address [privacy@telepass.com](mailto:privacy@telepass.com).

## 7. HOW LONG WE KEEP YOUR DATA

Data relating to you will be processed by Telepass only for the time necessary for the above-mentioned purposes.

In particular, we set out below the main periods of use and storage of your Data with reference to the different processing purposes:

- a) for the purposes of the execution of the contract to which you are a party, the Data referring to you shall be processed by Telepass for the entire duration of the same and for as long as there are obligations or fulfilments connected with the execution of the contract and shall be kept for a period of 11 years after the termination of the contractual relationship exclusively for purposes connected with the fulfilment of legal obligations or the defence of Telepass' rights;
- b) with regard to processing for marketing purposes, carried out on the basis of a legitimate interest of the Data Controller, i.e. your consent, your Data will be processed for the entire duration of the contract and as long as there are obligations or fulfilments related to the performance of the contract, unless you object to the processing or withdraw your consent;
- c) your Data will be processed for profiling purposes until you decide to revoke your consent and/or obtain the termination of the processing. In any case, profiling activities will only take into account data relating to the last 12 months;
- d) for the fulfilment of legal obligations, your Data will be processed and stored by Telepass as long as the need for processing persists in order to fulfil said legal obligations.

## 8. YOUR RIGHTS AS A DATA SUBJECT

During the period in which Telepass holds or processes your Data, you, as the data subject, may at any time exercise the following rights:

- **Right of access** - You have the right to obtain confirmation as to whether or not data relating to you is being processed and the right to receive any information relating to that processing;
- **Right to rectification** - You have the right to obtain rectification of the Data we hold on you if it is incomplete or inaccurate;
- **Right to erasure (so called "right to be forgotten")** - in certain circumstances, you have the right to obtain the deletion of your Data from our records if it is not relevant to the continuation of the contractual relationship or required by law;
- **Right to restriction of processing** - under certain conditions, you have the right to obtain the restriction of the processing of your Data, if it is not relevant for the continuation of the contractual relationship or necessary due to legal obligations;
- **Right to portability** - You have the right to obtain the transfer of your Data in our possession to a different data controller;

- **Right of objection** - You have the right to object, at any time on grounds relating to your particular situation, to the processing of Data relating to you based on the lawful condition of legitimate interest or the performance of a task carried out in the public interest or in the exercise of official authority, including profiling, unless there are legitimate grounds for the Controller to continue the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims;
- **Right to revoke consent** - You have the right to revoke your consent to the processing of your Data at any time, without prejudice to the lawfulness of the processing based on your consent before revocation;
- **Right to lodge a complaint with the supervisory authority** - in the event that Telepass refuses to comply with your request for access, the reasons for such refusal will be provided. If applicable, you have the right to lodge a complaint as described in paragraph 9 below.

The aforementioned rights may be exercised vis-à-vis the Controller by writing to the email address [privacy@telepass.com](mailto:privacy@telepass.com) or by contacting the DPO at the addresses indicated in paragraph 2 above.

The exercise of your rights as a data subject is free of charge pursuant to Article 12, GDPR. However, in the case of requests that are manifestly unfounded or excessive, including due to their repetitiveness, the Data Controller may charge you a reasonable fee, in light of the administrative costs incurred in handling your request, or deny satisfaction of your request.

## 9. HOW TO FILE A COMPLAINT

At any time, you shall be entitled to promote requests for the exercise of the rights referred to in paragraph 7 above by writing to the email address [privacy@telepass.com](mailto:privacy@telepass.com) or by contacting the DPO at the contact details indicated in paragraph 2 above.

In any event, should you wish to lodge a complaint regarding the manner in which your Data is processed by Telepass, or regarding the handling of a complaint that you have lodged, you have the right to lodge a complaint directly with the Supervisory Authority.

Date and signature

\_\_\_\_\_