



Joint Stock Company
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Tax code and registration number in the Rome Companies Register 09771701001
REA - ROME no. 1188554 - VAT no. 09771701001 - Registered office: Via Laurentina 449, 00142 Rome

LETTERS: VIA LAURENTINA 449 - 00142 ROME
TELEPHONE: +39 06 8716 8800
WEBSITE: www.telepass.com
PEC: telepass@pec.telepass.it

TERMS AND CONDITIONS FOR THE PURCHASE OF DIGITAL VIGNETTES FOR TELEPASS PAY PER USE AND TELEPASS GRAB&GO HOLDERS

Preliminary remarks

These terms and conditions of use ("**Terms and Conditions**") govern the service provided by Telepass S.p.A. ("**Telepass**") for the purchase of digital vignettes that can be used to pay tolls on motorway networks and tunnels in foreign countries that Telepass will make available from time to time ("**E-Vignettes**"), under the conditions set out below (the "**E-Vignette Payment Service**" or simply "**Service**").

The toll and tunnel payment service via E-Vignette ("**E-Vignette Service**") is provided by motorway concessionaires in foreign countries, and Telepass will make it available from time to time ("**Concessionaires**"). The updated list of motorway networks and tunnels where the E-Vignette payment service is available is available to customers on the website (and, where applicable, in the TLP App). Telepass reserves the right to change and update the list of motorway networks and tunnels where the E-Vignette payment service can be used.

By accessing the E-Vignette payment service, the Customer, as defined *below*, acknowledges and agrees that they have read and understood that these Terms and Conditions legally bind them and that they have read and understood the Privacy Policy.

1. SUBJECT OF THE SERVICE

- 1.1. The E-Vignette payment service allows Customers, as defined *below*, to purchase the E-Vignette through the mobile application that Telepass makes available to Customers ("**TLP App**"). The TLP App can be downloaded from the Apple App Store, Google Play or the Huawei App Gallery.
- 1.2. The E-Vignette Service is provided by and under the sole responsibility of the Concessionaires. The concessionaire in the selected country issues the E-Vignette in accordance with the terms and conditions applicable in that country.
- 1.3. Telepass will debit the current account associated with the Telepass Grab&Go or Telepass Pay per Use contract held by the customer (collectively referred to as the "**Telepass Contract**") for the amounts due to Telepass for the purchase of the E-Vignette.
- 1.4. Access to the E-Vignette payment service via the TLP app is free of charge. Each telephone operator's tariff plan governs the internet connection. The Customer is also solely responsible for the correct configuration and updating of the software on their mobile device.
- 1.5. By proceeding with the purchase, the Customer acknowledges the terms and conditions of use of the E-vignette applicable in the chosen foreign country.

2. HOW TO SIGN UP AND HOW THE E-VIGNETTE SERVICE WORKS

- 2.1. The E-Vignette payment service is reserved for customers who have a Telepass Grab&Go contract or a Telepass Pay per Use contract (hereinafter referred to collectively as "**Customers**").
- 2.2. The Service is made available to the Customer in the following ways:

(a) After logging into the TLP App, the Customer must select "Services" or "Vehicles", choose the licence plate of the vehicle for which they intend to purchase the E-Vignette, and finally click on "Electronic Vignettes";

(b) After accepting these Terms and Conditions, the Customer must then select the foreign country and, where requested, the motorway section where they intend to purchase and use the E-Vignette.-Vignette from among those made available from time to time by Telepass and enter the required information in the appropriate fields, such as the type of vehicle, the period of use of the E-Vignette and the vehicle registration number, if there are two registration numbers associated with the same Telepass Contract.

After entering the required data, the customer can view the cost estimate and the E-Vignette's validity period.

(d) After selecting "Next", the Customer must enter their residential address, as requested, and modify the pre-filled fields as necessary.

(e) Before proceeding with the purchase, the Customer will see a summary of the E-Vignette purchase order (number plate, vehicle type and E-Vignette details) and the estimated cost, including the Fee and Service Charge.

(f) By clicking on the "Purchase" button, the Customer gives their consent to the debiting of the Fee and Service Cost, as defined *below*, from the bank account associated with the TLP Contract held by the Customer. At the end of the procedure, if the transaction is successful, the Customer will receive confirmation via email to the email address provided when signing up for the TLP Contract and in the TLP App.

2.3. Once the purchase procedure referred to in Article 2.2 above is complete, the Customer will no longer be able to change the data or the validity period selected for the individual E-Vignette.

2.4. The E-Vignette purchased through the Service may be used **for up to 6 months after purchase**.

2.5. Please note that the Customer may only purchase one E-Vignette at a time. The Customer may therefore not purchase more than one (1) E-Vignette in a single transaction using the E-Vignette payment service.

2.6. The Customer will receive the purchased E-Vignette at the email address provided during the purchase process and can view it later in the reserved area of the TLP App.

2.7. The Customer hereby acknowledges and accepts:

- a) that the specific operating procedures, availability, and rates of the E-Vignettes made available through the TLP App and Telepass Website are those offered and made available from time to time by the Concessionaires, with respect to which Telepass is and will remain unrelated;
- b) that the aforementioned methods may vary over time, further accepting, as of now, that Telepass may make available on the TLP App, during the course of the relationship, such different operating methods as they are developed and/or made available from time to time by the Concessionaires, without this representing or entailing any modification of these Terms and Conditions.

2.8. The rules and economic conditions of the E-Vignette Service are those set out in the relevant terms and conditions prepared by the Concessionaires and/or affiliated service providers, made available to the Customer via the TLP App with reference to the link https://redirect.telepass.com/evignete_detail. The determination of the E-Vignette Fee, as defined *below*, is the exclusive responsibility of the Concessionaires and/or affiliated providers of the E-Vignette Service. Therefore, Telepass has no discretion, power or influence over the amount charged for the E-Vignette Service and the methods of performing or not performing the Service itself, with respect to which it is - and remains - unrelated.

2.9. The E-Vignette will remain available in the TLP App for six months after its expiry date.

3. FEES AND COSTS

3.1. As consideration for the purchase of the E-Vignette, the Customer is required to pay the amounts specified by each Concessionaire ("**Consideration**"), which can be consulted at the following link https://redirect.telepass.com/tariffario_evignete

3.2. In addition to the Fee, the Customer acknowledges that they will be charged the service cost for the activities of booking and making E-Vignettes available on the TLP App carried out by Telepass S.p.A., including VAT ("**Service Cost**"). The Service Cost will be variable and will be determined on the basis of the Correspondingly of the individual E-Vignette that the Client intends to purchase, which can also be consulted on the website https://redirect.telepass.com/tariffario_evignete

3.3. If the Fee is payable in a currency other than the euro, the amounts due as Fee will be converted into the relevant foreign currency using the *Visa Exchange Rate*; no additional currency conversion costs will be applied.

4. ISSUANCE AND DELIVERY OF ACCOUNTING DOCUMENTS

- 4.1. In consideration of the provision of the Service, for each transaction carried out through the E-Vignette payment service, Telepass will issue an invoice for the Service Cost, in accordance with the terms and conditions set out in the Telepass Contract signed by the Customer, which will be stored in the Reserved Area of the website www.telepass.com. For payment and charging methods, please refer to the terms and conditions of the Telepass Contract available in the App and on the website www.telepass.com, in the "Forms and Contracts" section.
- 4.2. At the end of the E-Vignette purchase procedure, Telepass will also send the Concessionaire-issued invoice for the Fee to the Customer's email address, free of charge.

5. RESPONSIBILITY

- 5.1. The Customer expressly acknowledges that Telepass is, and will remain, uninvolved in the relationship between the Customer and the Concessionaires regarding the services provided by the Concessionaires. Therefore, for any dispute arising from such relationships, as well as for the exercise of any related rights, the Customer shall contact the Concessionaires exclusively, with Telepass remaining in no way liable for the Customer's regular use of the services and/or goods offered by the Concessionaires, even if the relevant payments have already been made through the TLP App. In any case, in relations between the Customer and Telepass, the payment order given through the TLP App is irrevocable and, therefore, the Customer remains obliged to honour the related payments to Telepass.
- 5.2. Except in cases of wilful misconduct or gross negligence, Telepass shall not be liable for any direct or indirect damages of any kind caused to the Customer or third parties that are not directly attributable to Telepass itself, such as damages due to changes in the terms and/or conditions of provision of the E-Vignette Service due to malfunctions attributable to the Concessionaires and/or third parties in general.
- 5.3. In any case, the Customer expressly exempts Telepass from any liability for any damages of any nature suffered by the Customer and/or third parties in relation to the execution of these Terms and Conditions, not resulting from wilful misconduct or gross negligence on the part of Telepass, but attributable to wilful misconduct or gross negligence on the part of the Customer.

6. DURATION, WITHDRAWAL, SUSPENSION and TERMINATION

- 6.1. This contract has the same duration as the Telepass Contract and is linked to it; therefore, termination of the Telepass Contract will also terminate this contract and, consequently, the Service.
- 6.2. Telepass may suspend the E-Vignette payment Service, even temporarily, if there is a justified reason (such as, for example, the Customer's violation of these Rules or Conditions, in the event of congestion and/or overload of the system, as well as to carry out routine and extraordinary maintenance of the system), at any time and with immediate effect, by notifying the User.
- 6.3. The Customer has the right to withdraw at any time and without additional charges, without prejudice to the amounts that will remain due to TLP, by following the procedure described on the Telepass website at the link https://redirect.telepass.com/evignete_detail. In this case, Telepass will deactivate the Service within 30 (thirty) days of completion of the aforementioned procedure, and the Customer will be invoiced for the costs relating to the E-Vignette payment service used until the Service is deactivated.

7. PROCESSING OF PERSONAL DATA

- 7.1. The Customer's personal data strictly necessary for the purposes of using the E-Vignette payment service is processed by Telepass as data controller, in accordance with the methods and characteristics described in the privacy policy provided upon signing the Telepass Contract and always available - in its most up-to-date version - on the website www.telepass.com and in the reserved area of the App in the "Privacy" section. Without prejudice to the provisions of the previous paragraph, the Customer's personal data necessary for the use of the E-Vignette Services provided by each Concessionaire and for the fulfilment of the related legal and contractual obligations and controls (e.g. invoicing) - by the Concessionaires, is communicated by Telepass to the Concessionaire concerned from time to time and processed by the latter as an independent data controller in accordance with its own data processing policy.

8. AMENDMENTS TO THESE TERMS AND CONDITIONS

- 8.1.** Telepass reserves the right to unilaterally amend these Terms and Conditions if there is a justified reason. Justified reasons include, for example, technical, administrative, organisational or commercial requirements, changes in applicable national and foreign legislation and regulations (where applicable) governing the purchase of E-Vignettes, developments in practices or guidelines expressed by the competent authorities, which will be communicated in detail at the time of any change. Telepass will notify the Customer, with reasonable notice, no less than 15 (fifteen) days before they come into force, by email to the address provided by the Customer. In such cases, the date of entry into force of the amendment will be specified, without prejudice to the Customer's right to withdraw from these Terms and Conditions within that period with immediate effect and without any additional charge. After this period, if no withdrawal has been made, the changes shall be deemed to have been accepted.
- 8.2.** If any provision of these Terms and Conditions is held to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.
- 8.3.** An updated copy of the Terms and Conditions of the E-Vignette Payment Service is available and can be consulted on the website www.telepass.com.

9. COMMUNICATIONS

- 9.1.** Any written communication to be sent to Telepass concerning the E-Vignette payment service must be sent by the User: (i) by ordinary post or registered post with return receipt, to Telepass S.p.A. - Customer Care, Via del Serafico 49 – 00142 Rome, re, by certified email to the address assistenza@pec.telepass.com, or to the various addresses that Telepass will subsequently communicate to the Customer via its website, the App and/or the methods indicated in the Telepass Contract held by the customer and/or (ii) through the features that Telepass reserves the right to activate in the TLP App, in the reserved area and/or on its website.

10. APPLICABLE LAW and JURISDICTION

- 10.1.** These Terms and Conditions are governed by Italian law.
- 10.2.** For any dispute that may arise between the parties, the exclusive place of jurisdiction, in cases where the Customer is, shall be the court of competent jurisdiction pursuant to the Consumer Code (Legislative Decree No. 206/2005) or Reg. EU 1215/12, is that of the court of the place of residence or elected domicile of the Customer, or, only if so chosen by the latter, that of the court of the State in which Telepass is domiciled.

11. COMPLAINTS

- 11.1.** Without prejudice to the possibility of recourse to the judicial authorities, the Customer has the right to submit a written complaint regarding the E-Vignette payment service provided by Telepass to the following address: Telepass S.p.a. Via Laurentina n. 449 - 00142 Rome (RM), or by email to the certified email address: telepass@pec.telepass.it. Telepass will handle complaints within its remit and provide the Customer with a written response at within 30 (thirty) days. The period shall commence from the date of receipt of the complaint.

12. UNFAIR TERMS

- 12.1.** The User declares that they are aware of and specifically accept, also pursuant to Articles 1341 and 1342 of the Italian Civil Code, the provisions of Articles 5 (Liability) and 6.2. (Suspension of the Service) and 8 (Amendments to these Terms and Conditions).