

**PRE-CONTRACTUAL INFORMATION NOTICE (Legislative Decree 206/2005; Legislative Decree 70/2003) AND
TELEPASS S.P.A. PRIVACY POLICY (EU Regulation 2016/679 'GDPR') FOR THE CONTRACT
'TELEPASS SMARTOLL'**

Please read the Pre-contractual Information Notice and Telepass's Privacy Policy set out in this document carefully before formalising the **'Telepass Smartoll'** contract.

The Terms and Conditions and the relevant application forms, the pre-contractual information and privacy notice made available to the Customer by Telepass, ASPI's General Terms and Conditions and any other contractual document relating to the Contract are prepared both in Italian and in the additional languages indicated by Telepass on its Website. In the event of any discrepancy between the provisions in Italian and those in another language, the provisions in Italian shall prevail.

**INFORMATION NOTICE PURSUANT TO ART. 7 of Legislative Decree
70/2003 AND ARTICLES 48 AND 49 OF THE CONSUMER CODE**

1. Supplier

Telepass S.p.A. – a public limited company (hereinafter referred to as **'TLP'** or **'Telepass'**), with its registered office at Via Laurentina, 449, Rome, share capital €26,000,000.00 fully paid up, tax code 09771701001, Economic and Administrative Register (REA) number RM - 1188554.

The Supplier can be contacted at the following details:

Telepass S.p.A. – Customer Care, Via del Serafico 49 – 00142 Rome

or:

via the Members' Area at the following link: <https://www.telepass.com/en/consumers/offers/smartoll>

2. Features of the Telepass Smartoll service

This privacy notice relates to the Smartoll service provided by Telepass (**'Service'**). The Telepass Smartoll contract (**'Contract'**) allows for the use of the following services:

- (a) **Electronic Toll Collection Service:** access for the Customer's vehicles, identified and authorised by Telepass, to the Italian toll motorway network (**'Italian Network'**) and to the toll motorway networks enabled for the Service in France (**'French Network'**), Spain (**'Spanish Network'**) Portugal (**'Portuguese Network'**), as well as on the authorised motorway network in Croatia, managed by Hrvatske Autoceste d.o.o. (**'Croatian Network'**) and on any further motorway networks in other countries that Telepass may make available from time to time and which the Customer has agreed to include in the Service in accordance with the provisions of the Contract (**'Motorway Networks'**), via dedicated lanes, without the need to stop, at entry and exit points at toll stations (motorway toll booths), with the corresponding payment to the motorway operators of the tolls owed by the Customer for the services used, followed by the charging of the corresponding amounts to the Customer and the fulfilment of any further required obligations;
- (b) **Ancillary Services:** facilitated access for the Customer's vehicles, identified and authorised by Telepass, to certain areas, car parks, roads, facilities, infrastructure, means of transport and/or other services closely linked to mobility, as activated from time to time by Telepass (access to ferries across the Strait of Messina, access to car parks at affiliated facilities, e-vignettes), managed by affiliated parties with Telepass (the **'Affiliated Parties'**), with the related payment to the Affiliated Parties of the amounts owed by the Customer for the services used, followed by the charging of the corresponding amounts to the Customer and the fulfilment of any further required obligations.
- (c) **Additional Services:** an additional service called 'Roadside Assistance' (reserved for Telepass Smartoll Customers), which can be activated online via the Members' Area in accordance with the procedures made available from time to time by Telepass.

The Ancillary Services and Additional Services available from time to time are published on the website www.telepass.com and/or the app and/or any other information channels that may be activated, and are to be understood, from time to time, as falling within the scope of the Service. To this end, Telepass makes information available to Customers in advance, in the manner described above, regarding the available Ancillary Services and Additional Services, as well as, where provided for, the terms and conditions of use for each of these services. The activation of each of the Ancillary Services and Additional Services and the Customer's acceptance of the relevant terms and conditions of use (where applicable) shall be deemed to have been completed at the moment the Customer first uses the relevant Service by accessing it via the Device and/or the

App. Upon activation, any charges applicable for the use of Ancillary Services and Additional Services will be included in the Service's billing statement, in accordance with the terms and conditions of the Contract.

Roadside Assistance services will be provided to customers for incidents occurring within the territories of the Italian Republic, the Republic of San Marino and the Vatican City State, as well as in Austria, Croatia, France, Portugal, Slovenia, Spain and Switzerland.

Telepass reserves the right to amend and update the Ancillary Services and Additional Services available, and to amend and update the list of Affiliated Parties, giving notice in accordance with the procedures set out in the Contract.

To use the Service, Telepass provides the Customer, subject to the terms set out in the Contract, with a dedicated app ('App') and a specific device (the 'Device'), which enables the exchange of information with the automatic detection systems of motorway network operators and Affiliated Parties, and with Telepass's IT system, enabling the identification of Customers and vehicles in transit and authorising their access to and use of the relevant services, thereby allowing motorway operators and Affiliated Parties to calculate the amounts owed to them by the Customer and, consequently, enabling Telepass to make payment to those entities of the amounts (for tolls, fees, etc.) owed by the Customer for the use of the Smartoll service, as well as to charge the Customer the corresponding amounts, in accordance with the terms of the Contract.

The Device may be used on each of the toll motorway networks listed below only on private vehicles used for the carriage of passengers and belonging to the following classes (the '**Permitted Vehicle Classes**')

	on the Italian Network , for vehicles that, according to the legislation of the country in question, belong to: (i) Class A (motorcycles with a cylinder capacity of not less than 150 cc and two-axle vehicles with a height of 1.30 metres or less at the first axle); (ii) Class B (two-axle vehicles with a height exceeding 1.30 metres at the first axle); (iii) Class 3 (vehicles and combinations of vehicles with three axles);
	on the French Network , for vehicles that, according to the legislation of the country in question, belong to: (i) Class 1 (vehicles with a maximum overall height of up to 2 metres and a maximum authorised mass (MAM) of up to 3.5 tonnes); (ii) class (vehicles with a maximum overall height of more than 2 metres but less than 3 metres and a maximum authorised mass (MAM) of 3.5 tonnes or less); (iii) Class 5 (motorcycles, sidecars and three-wheeled vehicles); (iv) Class 1 (vehicles adapted for the transport of disabled persons, subject to presentation of the vehicle registration document bearing the words 'Disabled');
	on the Spanish Network , on vehicles identified, according to the legislation of the country in question, as: (i) motorcycles with or without a sidecar; (ii) passenger vehicles without a trailer or with a trailer, without twin wheels (twin tyres); (iii) vans and two-axle, four-wheeled vans; (iv) minibuses with 2 axles and 4 wheels for the carriage of passengers, with a maximum of 9 seats including the driver;
	on the Portuguese Network , on vehicles that, according to the legislation of the country in question, belong to: (i) Class 1 (motorcycles and vehicles with a height of less than 1.1 metres); (ii) Class 2 (vehicles with two axles and a height of more than 1.1 metres);
	on the Croatian Network , on vehicles that, according to the legislation of the country in question, belong to Class I (motor vehicles with two axles and a height of up to 1.90 metres);
	on any additional networks that the Customer may include in the Service, and on vehicles belonging to the classes specified in the terms and conditions of use for each of those networks.

By entering into the Contract and using the Service, the Customer is obliged to pay Telepass the costs specified in the Contract by charging the payment card accepted by Telepass.

The Device may be linked to only one number plate at a time. In any case, the same number plate cannot be linked to more than one Telepass device, whether it is a device for using the Service or another Telepass device.

The Device, provided to the Customer on a free loan basis pursuant to Article 1803 of the Italian Civil Code, remains the property of Telepass, with all legal consequences, and may not be transferred or made available for use by third parties under any circumstances.

The installation of the Device on the specified vehicle must be carried out in accordance with the instructions set out in the user manual and shall be borne by the Customer at the Customer's own expense; the Customer must take care of and safeguard the Device in accordance with Article 1804 of the Italian Civil Code.

3. Who can join and eligibility checks

The Telepass Smartoll service is aimed at and offered exclusively to individuals who:

- (a) are not resident in Italy;
- (b) hold a credit card or debit card belonging to one of the authorised payment schemes – or any additional schemes that Telepass reserves the right to specify – with an expiry date of more than 30 days, to which payments can be charged in accordance with the charging and billing cycles set out below.

It should therefore be noted that this Contract **cannot be entered into by natural persons resident in Italy.**

The Device may only be dispatched to those foreign countries that are authorised and made available from time to time during the process of entering into this Contract (or during the process of replacing and/or returning the Device).

Telepass allows only those Customers who, at the same time as entering into the Contract, accept the General Terms and Conditions of Autostrade per l'Italia S.p.A. to subscribe to the Service. (contained in the same document as the Terms and Conditions of the Telepass Smartoll Contract) relating to the use of the automated electronic toll collection system at toll stations on the Italian motorway network.

Following acceptance of the Contract, Telepass shall then, on behalf of the motorway network operators and the Affiliated Parties, pay the tolls and charges due by the Customer for the use of the Service, provided that (i) Telepass can obtain, by the specified due dates, through a charge to the Customer's payment card, the corresponding amounts and any other sums owed by the Customer to Telepass under this Contract, (ii) that there are no circumstances likely to result in a significant increase in the risk that the Customer will be unable to meet their payment obligations to Telepass by the due dates, and (iii) that there are no circumstances giving rise to suspicion or reason to believe that fraudulent or unauthorised use of the Service and/or the relevant Device is taking place, as provided for in this Agreement.

Consequently, as part of the online procedures for entering into the Contract, Telepass carries out certain checks to assess the applicant's eligibility and verifies in advance (and, in the event the Contract is concluded, also during the term of the relationship), including through third parties, the applicant's ownership of, and the validity of, the payment card provided by the applicant, in accordance with the law and in the manner described in the privacy notice provided by Telepass pursuant to Article 13 of Regulation (EU) 2016/679 'GDPR'.

4. How to sign up for the Telepass Smartoll Contract

To sign up to the Contract, after having read this information notice and the privacy notice provided in accordance with Article 13, Regulation (EU) 2016/679 ('GDPR') by Telepass – which you must read to proceed with the registration process – you must follow the instructions provided by Telepass at to complete the procedure, providing the required information and formally accepting the relevant terms and conditions, until the entire procedure is completed.

The finalisation of the Contract and, consequently, the activation of the Service can only take place via the online procedures made available by Telepass, by following the instructions provided, entering the specified data as required, fulfilling the necessary formalities, giving the mandatory and optional consents as required, and finally signing the entire contract document with an Advanced Electronic Signature, in accordance with the procedures set out in the Contract.

Telepass allows Customers to subscribe to the Service, having first assessed the risk of any subsequent breach by the Customers. The risk arising from any failure by the Customer to meet the resulting payment obligations to Telepass, as set out in the Contract, is borne directly by Telepass. For this reason, to finalise the Contract, Telepass will carry out certain checks to verify the applicant's eligibility, including checks on the validity of the applicant's payment card and for anti-fraud purposes.

Following the completion of these checks, provided they are successful, Telepass will send the Customer, at the end of the procedure or subsequently by email, a specific notification confirming the conclusion of the Contract, together with a copy of the Contract to the specified email address; finally, Telepass will send the requested Device to the Customer by post to the address provided by the Customer during the procedure, with postage costs borne by the Customer. Upon conclusion of the Contract, Telepass shall open the relevant contractual account and activate the services requested by the Customer.

Right of withdrawal: the Contract relating to the Service entered into via the online procedure described above constitutes a 'distance contract' within the meaning of Directive 2011/83/EU and the Consumer Code. Pursuant to Article 9 of the aforementioned Directive and Article 52 of the Consumer Code, customers, if they qualify as a 'consumer' under the applicable legal provisions, are entitled to withdraw from the contract at their discretion within fourteen days of the conclusion of the contract itself. They do not need to provide a reason and will not incur any costs other than those provided for in Article 56(2) and Article 57 of the Consumer Code, subject to any amounts due for tolls and other charges payable for the services used via the device made available to you, until Telepass has received the device itself.

Before the expiry of the fourteen days, the Customer may exercise their right of withdrawal:

- a) using the dedicated function available in the Members' Area or
- b) by sending a written notification to Telepass at the email address recesso.smartoll@telepass.com, taking care to specify the Contract number and your first name and surname, and to attach a copy of the Customer's identity document;

If the Customer has already received the Device, they are required to return the Device to Telepass by post to the address specified in Article 1 within 30 (thirty) days of exercising their right of withdrawal. Should the Device not be returned within the aforementioned period, Telepass will charge the Customer, via invoice, the sum of €35.00 (thirtyfive/00) as a penalty for failure to return the Device, unless the Customer has paid the annual fee of €6.90, which serves as compensation for failure to return the Device in the event of theft or loss (where activated by the Customer). Failure to return the Equipment within the aforementioned period, or returning it late, and any use or alteration of the unreturned Equipment for fraudulent purposes will be prosecuted in civil and criminal courts, also in accordance with Directive (EU) 2015/849.

5. Terms of use and maximum spending limits

The Customer may use the Service solely for personal use and within the limits and conditions of use, and the maximum spending limits set out in the Contract and the relevant Supplementary Document, as set out below.

In particular, the Customer must use the Service in good faith and with due care, in accordance with the limits and terms of use of the Service as set out in the Contract, and must refrain from any fraudulent or unauthorised use of the Service as defined in the aforementioned Contract. The following are considered unauthorised: (a) the use of the Device on vehicles not belonging to the Permitted Vehicle Classes; (b) the use of the Device on a vehicle (belonging to the Permitted Vehicle Classes) bearing a number plate other than that validly notified to Telepass in accordance with this Contract; (c) the use of the Device to access the related services covered by this Contract within a short period of time with an atypical frequency and/or for high or anomalous amounts, such as to result in: (i) a well-founded suspicion that the Service is being used for purposes other than personal use, for fraudulent purposes, or (ii) a significant increase in the risk that the Customer will be unable to meet their payment obligations by the due date.

In the event of the Customer's failure to comply with even one of the aforementioned obligations, Telepass, not least to prevent the risk of fraudulent or unauthorised use of the Service and the relevant Device and to limit the risk of losses, shall be entitled to suspend the Service for a maximum period of 15 (fifteen) days, in accordance with the provisions set out in the Contract. Once the suspension period has ended, the service will be automatically reactivated. In cases of particular seriousness or where the Customer repeatedly fails to comply with the above obligations, Telepass may withdraw from the Contract or, where the conditions are met, terminate the Contract pursuant to Article 1456 of the Italian Civil Code and cease the Service.

The Service, not least to limit losses incurred by Telepass in the event of fraud or unauthorised use, may be used by the Customer within maximum spending limits, determined for defined time periods (hereinafter the **'Periods of Use'**) and differentiated by vehicle category, as provided for in the Contract and the relevant Supplementary Document.

In particular, during each Period of Use, the Customer may use the GO by Telepass service up to the maximum spending limit set for the category to which the vehicle on which the Device is installed belongs:

DESCRIPTION	LIMIT
TWO-AXLE VEHICLES	350.00 euros, including VAT
THREE-AXLE VEHICLES	500.00 euros, including VAT

The Periods of Use, in relation to which the aforementioned maximum spending limits apply, are as follows:

- (a) from the first to the fifteenth day (inclusive) of each calendar month;
- (b) from the sixteenth to the last day (inclusive) of each calendar month.

The amounts (for tolls and other charges relating to access to car parks, roads, facilities, infrastructure, means of transport and/or other services strictly related to mobility managed by the Affiliated Parties) owed by the Customer and recorded during the Period of Use via the Service (and the relevant Device), as calculated in accordance with the Contract. Consequently, the amounts owed by the Customer to Telepass under the Contract do not count towards the aforementioned maximum spending

limits.

If the applicable maximum spending limit is exceeded during a Usage Period, Telepass will suspend the Service until the end of that Usage Period (i.e., until 24:00 on the last day of that Period). At the end of the Usage Period affected by this suspension, the Service will be automatically reactivated.

6. Term and termination

This Contract shall remain in force for 1 (one) year from the date of acceptance thereof and the subsequent activation of the Service, subject to the provisions governing withdrawal and termination of the relationship under the Terms and Conditions. Upon expiry, the contract will be automatically renewed for a further period of 1 (one) year, unless the Customer gives notice of termination.

The Consumer may prevent automatic renewal by requesting cancellation of the Contract up to 7 (seven) days before the renewal date, without incurring any costs or penalties. Cancellation may be made using one of the following methods:

- a) via the Members' Area;
- b) by written notice sent to: disdetta.smartoll@telepass.com;
- c) via the customer service department using the contact details provided on the Website.

The Customer may at any time view the Contract's expiry date and the procedure for cancelling it in the Members' Area.

Should the Customer communicate its intention not to renew the Contract, the Contract shall remain in full force and effect until its relevant annual expiry date. The Customer's right to return the Device in advance in accordance with the procedures set out in the Contract shall remain unaffected. In such event, the Contract shall terminate on the date on which Telepass receives the Device.

Should the Customer not have returned the Device by the Contract expiry date, the Contract shall in any event be deemed terminated on the aforementioned date. The Customer shall be required to return the Device within the following 30 (thirty) days. Upon expiry of such term without the Device having been returned, Telepass shall apply the penalty provided for in the event of failure to return the Device.

Telepass reserves the right to discontinue and terminate the Service at any time and to withdraw from the relevant contract with the Customer, by giving the Customer at least two months' written notice, in the cases and in the manner specified in the Contract. In such an event, the Customer is required to return the Device in accordance with the Contract's terms and conditions.

The Contract relating to the Service may be terminated by Telepass, in accordance with and for Article 1456 of the Italian Civil Code, in the cases specified in the Contract.

7. Terms and Conditions of the Services

By entering into the Contract and using the Service, the Customer is obliged to pay Telepass (in addition to the costs of shipping the Device, which the Customer bears in the cases provided for in the Contract, and any other costs and compensation that may have accrued, as set out in the Contract), the costs set out in the following table:

DESCRIPTION	VALUE
Service activation fee	10.00 euros (including VAT)
Annual cost of the Smartoll service, charged to the Customer upon signing the Contract and at each subsequent automatic contract renewal (unless cancelled)	39.90 euros (including VAT)
Annual cost of the Roadside Assistance service, charged to the Customer upon signing the Contract and at each subsequent automatic contract renewal (unless cancelled)	39.90 euros (including VAT)
Cost of replacing a fully functional Telepass device, at the Customer's request Or Cost of replacing the Equipment, in the event of a malfunction or failure of the Equipment attributable to and/or caused by the Customer	12.00 euros (including VAT)

Penalty for failure to return or delayed return of the Equipment in the event of withdrawal or termination of the contract	30.00 Euro
Penalty for using the device 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	35.00 Euro
Annual fee payable instead of compensation for failure to return the Device in the event of theft or loss (where activated by the Customer)	6.90 euros (including VAT)
Interest on late payment of invoices from the 2nd day following the invoice date	ECB rate + 5 basis points
Processing copies of accounting documents, invoices, periodic reports or end-of-contract notices in the dedicated section of the app	0.00 Euro
Costs relating to activities instrumental and/or functional to the out-of-court recovery of the debt, for each statement of charges	15.00 euros (excluding VAT and ancillary charges, where required by law)

The **delivery costs for the Device**, in cases where such charges are expressly stipulated to be borne by the Customer under the terms of the Contract, are determined based on the delivery address provided by the Customer when signing up for the Service (or during the Equipment replacement procedure) and may vary, for example, depending on: Country and destination town; any classification of the area as a remote or special delivery zone, etc. The amount of the delivery charges is calculated automatically by the system based on the address entered by the Customer and is clearly indicated before the transaction is completed. Entering an incorrect, incomplete or inaccurate address may result in changes to the delivery charges or delays in delivery.

Upon conclusion of the Contract, the Customer irrevocably undertakes to accept the charge to the payment card specified by the Customer at the time of entering into the contract (or, subsequently, via the Members' Area):

- (a) the amounts relating to all tolls and/or charges (calculated based on information exchanged between the Device and/or via any other means provided by Telepass and the aforementioned automatic detection systems) due in respect of the Customer's use of the services provided by motorway operators and/or Affiliated Parties and to which the Customer has gained access by using the Service, (b) the amounts due to Telepass for fees, costs, compensation and/or other charges provided for in this Contract and invoiced by Telepass itself.
- (b) Telepass, in turn, undertakes to make payment to the motorway network operators and the Affiliated Parties of the amounts, in respect of tolls and charges, owed by the Customer for the services provided by the aforementioned entities and to which the Customer has had access by using the Service, whilst simultaneously subrogating itself against the Customer, in the cases provided for, in the position of creditor of the aforementioned parties pursuant to Article 1201 of the Italian Civil Code. Telepass may also proceed to pay the amounts owed by the Customer to motorway network operators and Affiliated Parties, including by acting on its own behalf to purchase and pay the fee for the right to use the service utilised by the Customer from such entities, and subsequently to transfer that right back to the Customer and charge the relevant fee.

Only upon actual payment by the Customer to Telepass of the amount due under this Contract, shall the Customer's corresponding obligations towards Telepass be deemed to have been fulfilled.

Telepass shall send the Customer a summary statement of the amounts due to Telepass and the relevant invoice issued by Telepass, in accordance with the following deadlines:

- (a) for the period between the first and the fifteenth day (inclusive) of the calendar month in question, the accounting document and the invoices referred to above are issued on the 23rd of the same month;
- (b) for the period between the 16th and the last day (inclusive) of the calendar month in question, the accounting document and the invoices referred to above are issued on the 8th of the following calendar month.

Furthermore, in relation to each calendar month in which the Customer uses the Service, Telepass shall send the Customer, for each relevant period, a summary accounting document detailing the additional charges applicable to that month and the invoices (or other suitable document) issued (i) by ASPI, in accordance with the terms set out in the Contract with ASPI referred to in the preamble, or by Telepass, for tolls relating to journeys made and charged during the relevant period, and (ii) where

applicable, by the Affiliated Parties, for the services used by the Customer and to which the Customer has had access by using the Service and the relevant Device.

Telepass shall make summary accounting documents and invoices available to the Customer, free of charge, via email and the Reserved Area, in accordance with the terms and conditions set out in the Contract. **Telepass will therefore not send these documents in paper format.**

8. Communications with Telepass S.p.A. and dispatch of the device

Any written communication concerning the existing relationship with Telepass must be addressed to:

TELEPASS S.p.A. - Customer Care

Via del Serafico 49 – 00142 Rome

or:

submitted via the Members' Area at the following link <https://www.telepass.com/it/privati/offerte/smartoll>

The Customer must send the Equipment, in all cases provided for in these Terms and Conditions, to the following address:

Kostelia

Via A. Gramsci 78/A – 50031 Barberino di Mugello (FI)

9. Conciliation and out-of-court dispute resolution procedures

Telepass reserves the right to establish, including in consultation with consumer associations, protocols for the out-of-court resolution of disputes with customers through specific conciliation and procedures, and to provide customers with adequate notice thereof.

Recourse to such forms of conciliation does not deprive the Customer of the right to bring a case before the competent judicial authority at any time.

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NOTICE PURSUANT TO ART. 13 and 14, REGULATION (EU) 2016/679 ('GDPR')



PROTECTING YOUR PERSONAL DATA IS IMPORTANT TO US

The purpose of this notice is to explain the purposes for which Telepass collects and processes your personal data during the pre-contractual phase and in connection with the subsequent establishment and management of the contractual relationship, as well as the provision of services, including payment services, related to mobility and offered from time to time by Telepass and/or requested by you, as set out in the contract(s) signed¹, which categories of data are subject to processing, what your rights are under data protection legislation and how they may be exercised, whilst also enabling you to give or withdraw – in an informed manner and at any time – your consent to processing, where necessary.



1. WHO DECIDES WHY AND HOW YOUR PERSONAL DATA IS PROCESSED?

The data controller for your personal data is **Telepass S.p.A.**, with its registered office at Via Laurentina, 449, Rome, in the person of its *current* legal representative (the 'Data Controller' or 'Telepass').



2. HOW TO CONTACT THE DATA PROTECTION OFFICER?

Telepass has appointed a **Data Protection Officer** ('DPO'), who can be contacted by sending an *email* to DPO@telepass.com or by writing to:

¹ By way of example and without limitation, the services you may subscribe to – where included in the contract(s) you have signed – and to which this Policy applies with regard to the processing of related personal data are: Electronic Toll Collection, Roadside Assistance, Twin Option, Affiliated Car Park Payment Service – On-site, Blue Zone Parking Payment Service, Ferry Payment Service, Taxi Payment Service, Electric Vehicle Charging Service and Electric Vehicle Charging Payment Service, Fuel Payment Service, Travel Ticket Payment Service, Train Payment Service, Food & Drink Payment Service, Ski Pass Payment Service, Car Wash Payment Service, Car Wash Payment Service, Car-sharing Payment Service, Itabus Payment Service.



3. WHAT TYPES OF DATA DO WE PROCESS AND HOW DO WE COLLECT THEM?

From the moment you express an interest in the services offered by Telepass and throughout the contractual relationship – should you decide to subscribe to one or more of our services – we may process various pieces of information relating to you ('Data').

In particular, we collect data i) directly from you, ii) from third parties responsible for collecting your data, including banks, service centres at concessionaires, distributors and/or other entities through which you can sign up or request to be contacted regarding the signing of contracts with Telepass, iii) from public sources or, alternatively, by consulting public or private databases, or iv) via Telepass's websites (the 'Website'), Telepass's mobile applications (the 'App'), your smartphone or other type of device on which the App is installed (the 'Device') and/or the Telepass on-board device(s) (the 'Device') and/or Viacard (the 'Card') associated with you, the following categories of Data:

- personal and identification details (first name, surname, date and place of birth, tax code or VAT number, gender, copy of identity document);
- residential and registered addresses, telephone number and email address;
- bank account details or other payment method details (e.g. credit card or debit card, where applicable);
- the registration number of the car/motorcycle associated with the contractual relationship and other information about the vehicle (e.g. class; type of refuelling);
- information relating to the location of the Device or Card when in use (e.g. on the motorway network and at participating outlets);
- information relating to any use of the App and your Device (e.g. information relating to the connection and/or IT environment you use, make and model, operating system, latest update carried out, network coverage, interactions with sections of the App and number of logins);
- information relating to the geolocation – where authorised by you – of the Device on which the App may be installed. In this regard, please note that you can manage your geolocation authorisation via the various settings in your Device's operating system ('always', 'whilst using the App', or 'ask every time'). You may turn off this feature at any time by accessing the Device's settings; however, if you do so, you will not be able to use the services or features for which your location must be identified (e.g. searching for the nearest participating outlets);
- where applicable, depending on the services you wish to sign up for, we may process data relating to your creditworthiness (including data collected from public or private databases) and/or information necessary to prevent fraud and/or to comply with applicable legislation;
- contractual information and/or information relating to the use and payment of the Services (e.g. frequency of use of the services; transactions);
- in general, any other data and information necessary for the conclusion and performance of the contract (e.g. audio recordings of your choices and statements in the event of signing or amending the contract by telephone) or included in contact requests and/or requests for information and/or complaints, or in reports submitted by you.

Where applicable, depending on the services you wish to subscribe to, we may collect and process personal data relating to other individuals you have indicated (e.g. other individuals who will use the services; the so-called 'politically exposed persons' in relation to AML forms for payment services, etc.). To this end, please confirm to the Data Controller that you have duly informed these individuals about the processing of their data and, where applicable, obtained the relevant consents, thereby indemnifying the Data Controller against any liability arising from the unlawful disclosure of the data.

With particular reference to the pre-contractual phase, your Data will be processed as part of an automated decision-making process that enables us to compare the Data you have entered (e.g. telephone number and tax code) with the information held in Telepass's *databases* to determine whether or not your Data is present within Telepass's digital archives and, where applicable, direct you to the correct sign-up process (e.g. the existence of a pending sign-up request from you; recognition as a user of the services designated by your employer under a contract signed between Telepass and the client company; recognition as a customer eligible for dedicated promotions).

Specific and any other processing (e.g. processing – authorised by you – of data relating to your physical characteristics to enable or confirm your identity with reasonable certainty – so-called 'Biometric Data') will be the subject of a specific privacy notice on the processing of personal data provided before the relevant process begins, also to enable you to give – in full knowledge of the facts – your consent to the processing, where necessary.



4. WHY DO WE NEED YOUR DATA, AND WHAT IS THE LEGAL BASIS FOR USING IT?

4.1. Performance of pre-contractual measures and/or contractual obligations.

Telepass collects and processes your Data for the conclusion and performance of the contract relating to Telepass services, namely for purposes strictly connected with and necessary for the performance of the necessary pre-contractual activities

(e.g. support and/or *customer care* during the process of signing up for one or more services or creating a user account), to the management of the contractual relationship (e.g. administrative and accounting activities, enabling you to view and download invoices by accessing the relevant restricted areas, downloading and updating the App, *customer care* and support, debt recovery) and to the provision of services, including payment services, related to mobility and offered from time to time by Telepass and/or requested by you, the general processing of your requests (e.g. requests for information via *forms*, reports, complaints and requests to exercise rights), as well as the fulfilment of obligations undertaken by Telepass in prize draws towards eligible participants who are the intended recipients of the initiatives and, therefore, entitled to receive the prize.

4.2. Legal obligations and the Data Controller's legitimate interest in preventing fraud and protecting the company's assets.

The Data Controller may process Your Data to comply with legal obligations. By way of example, Telepass may process your Data for tax compliance purposes relating to the performance of the contract, for the management of requests from the authorities, and for the prevention of fraud, money laundering and the financing of terrorism.

Where applicable, depending on the services you have signed up for and the relevant legal obligations (e.g. if you have signed up for payment services), the Data Controller may process personal data relating to you or to other individuals you have identified as 'politically exposed persons' in the relevant verification form that you may be required to complete to enable us to carry out the necessary checks to comply with the regulations on the prevention of fraud, money laundering and terrorist financing referred to in Legislative Decree 231/2007 and subsequent amendments (e.g. customer due diligence obligations).

It is also in the Data Controller's legitimate interest to conclude the contract conditional upon checks on your solvency and creditworthiness, including via databases queried by entering your tax code or VAT number and/or IBAN. The positive outcome of these checks may be influenced both by parameters relating to any potential lack of solvency on the part of the customer and by further variables, such as, by way of example only, the level of exposure to one or more credit institutions or the fact that the customer holds public office. In any event, unless otherwise specified, Telepass will, as a rule, only have access to summary assessments (*score*) based on the aforementioned variables and not to specific information.

Finally, it is in the Data Controller's legitimate interest to process your Data where necessary for fraud prevention and to retain evidence of journeys made on the motorway network, services used and transactions carried out under the contract, to protect Telepass's rights and assets. In particular, the Data Controller – during the pre-contractual phase or subsequently where suspicious activity is detected – may, based on its legitimate interest, carry out analyses of your digital identifiers such as your telephone number, your email address, the device used, the browser and the IP address (including those collected via public or private databases), which help to prevent or block fraud or other unlawful activities (e.g. hacking).

The Data Controller also informs you that your Data may be processed using software designed to streamline processes and carry out the necessary checks to ensure the proper establishment or continuation of your contractual relationship with Telepass. In particular, if your identity document is illegible, has expired, or is about to expire during the renewal of customer due diligence checks in accordance with AML regulations, an automated process will intervene to interrupt the check and prompt you to resubmit the requested information. In all other cases, a human operator responsible for verification will intervene.

4.3. Telepass's legitimate interest in promoting products and/or services similar or related to those you have already subscribed to, and/or an exception to the consent requirement for soft spam via email as referred to in Article 130.4 of the Privacy Code.

Telepass, based on its legitimate interest in commercial development or Article 130.4 of the Privacy Code, may process your Data for promotional communications relating to products and/or services to which you have subscribed (e.g. App features) or to products and/or services provided by Telepass or distributed by Telepass (including payment services and insurance-related services), always relating to mobility, which are similar or related to those you have already subscribed to and which we therefore believe may be of interest to you. Such marketing communications may be sent via traditional channels (post, calls from an operator) and automated communication systems (email, in-app notifications), both during the term of the contract and for a further 12 months following its termination, for promotions aimed at former customers.

- Your consent is not required for these communications, but you may opt out at any time by changing your privacy preferences directly within the App in the 'Privacy Management' section of the Menu, or by clicking on the unsubscribe link at the bottom of every email, by requesting this from the telephone operator, or by sending an email to the address privacy@telepass.com. We would also like to remind you that, if you no longer wish to receive calls from our operators but would like to continue receiving promotional offers via the other channels listed, you can register your telephone number with the Public Opt-Out Register on the website www.registrodelleopposizioni.it.

4.4. Consent to receive promotional communications that do not fall within the scope of paragraph 4.3 above and/or that are sent via SMS and push notifications in accordance with Article 130.2 of the Privacy Code.

Subject to the provisions of paragraph 4.3 above, with your express and specific consent, Telepass may process your Data for promotional communications relating to products and/or services (including payment services or insurance-related services) that are not necessarily similar or related to those you have already subscribed to and/or those offered by other companies within the Telepass Group –, including Telepass Assicura S.r.l. and Urbannext S.A. – or by partner companies. The sending of such promotional communications by Telepass does not involve the transfer of your Data to the companies selling the promoted service or product and may take place via traditional methods (post, calls with an operator) and automated communication systems (SMS, email, push notifications and automated calls).

- We will ask for your consent to send you such communications, which you may withdraw at any time by changing your privacy preferences directly within the App in the 'Privacy Management' section of the Menu, or by clicking on the unsubscribe link at the bottom of every email, by contacting your mobile network operator, or by sending an email to privacy@telepass.com. We will consider your consent to remain valid for up to 12 months following the termination of the contractual relationship, unless you withdraw it. For calls handled by an operator, however, 30 days after the contract has ended, we will refrain from contacting you if your telephone number is listed in the Public Opt-out Register. For communications via *push notifications*, if you no longer wish to receive them, simply disable notifications related to our App directly from your *smartphone*.

4.5. Consent to profiling for the purpose of sending exclusive and/or personalised promotions.

Subject to your express and specific consent, Telepass may then process your Data to create a profile based on your tastes, preferences, habits, needs and/or individual consumption choices, to offer you products and services more in line with your needs, or personalised promotions and discounts (so-called profiling for marketing purposes).

- You may withdraw the consent you have given for this purpose at any time by logging into your private area within the app and accessing the 'Privacy Management' section of the menu – where applicable – or by writing to the email address privacy@telepass.com.

4.6. Consent to the transfer of your data to third parties for commercial and promotional purposes and for direct offers of their products and services.

Subject to your express and specific consent, Telepass may disclose and/or transfer some of your Data to other companies within the Telepass Group – including Telepass Assicura S.r.l. and UrbanNext S.A. – or to third-party companies with which Telepass has entered into partnership agreements, operating in sectors such as: fuel or other energy sources, catering, insurance services, consumer credit, banking services, telecommunications and connectivity services, *utilities* and other sectors targeting the mobility and motoring sectors (for example: repairs, maintenance, car dealerships). These companies, as independent data controllers, may use your Data for commercial and promotional purposes, and to market their products and services directly.

- You may withdraw the consent you have given for this purpose at any time by logging into your private area within the app and accessing the 'Privacy Management' section of the menu – where applicable – or by writing to the email address privacy@telepass.com.

4.7. Telepass's legitimate interest in improving its own products and/or services or those it distributes.

To provide you with services in line with the needs of a constantly evolving market, such as that of mobility, and to improve its performance indicators (so-called KPIs) and/or the quality, satisfaction and safety of the services and/or products offered or distributed, Telepass may process your Data and/or information on how the services are used – primarily in anonymised, pseudonymised or aggregated form – to create reports and statistical analyses, classifications based on statistical attributes, etc.

- You may object at any time to the processing of your data for this purpose by sending your request to object to the email address privacy@telepass.com.

In accordance with Article 13 of the GDPR, we summarise in the table below the purposes for which your Data will be processed, as well as whether the provision of such Data is mandatory or voluntary, the consequences of your refusal to provide it, and the legal basis for the processing carried out by the Data Controller

Ref. para.	Purpose of processing	Nature of the provision of personal data	Consequences of refusing to provide personal data	Legal basis or condition for the lawfulness of the processing
4.1	Registration for services, conclusion of the contract and management of the relevant contractual relationship, as well as the provision of services as and when requested and/or offered, handling of requests and/or complaints, and the exercise of rights	Voluntary	The Data Controller is unable to act on the requests you have made and/or provide you with the requested service	Implementation of pre-contractual and contractual measures
4.2	Compliance with legal obligations and requests from the Authority	Mandatory	The Data Controller is unable to act on the requests you have made and/or provide you with the requested service	Fulfilment of a legal obligation by the Data Controller
	Protection of the company's assets and defence of the Data Controller's rights, as well as verification of creditworthiness and solvency	Voluntary		Legitimate interest of the Data Controller
4.3	Commercial communications relating to products and services similar to those requested and/or offered from time to time	Voluntary	The Data Controller is unable to contact you regarding commercial communications relating to products and services similar or related to those covered by the contract	Legitimate interest of the Data Controller
4.4	Commercial communications relating to products and services that are not similar to those requested and/or offered from time to time, or to third-party products and services	Voluntary	The Data Controller is unable to contact you regarding commercial communications concerning products and services that are not similar to those requested and/or offered from time to time, or products offered by third parties	Your consent
4.5	Targeted and/or personalised commercial communications based on profiling	Voluntary	The Data Controller will be unable to offer you personalised offers and services	Your consent
4.6	Disclosure and/or transfer of your Data to third parties for marketing purposes	Voluntary	Third parties will not be able to contact you regarding commercial promotions relating to their products or services	Your consent
4.7	Improvement of the quality, satisfaction and security of services, reports and statistical analyses, classifications based on statistical attributes	Voluntary	The Data Controller's inability to offer services in line with the needs of a constantly evolving market, such as that of mobility, and to improve its performance indicators (so-called KPI)	Legitimate interest of the Data Controller



5. WHO WE SHARE YOUR DATA WITH

Telepass may disclose some of your data to third parties with whom it engages to carry out activities necessary to achieve the purposes indicated and described in paragraph 4 above (e.g. external companies providing Telepass with customer care services, contact centre services, and IT system support and maintenance), who have been specifically appointed as Data Processors by the Data Controller.

Furthermore, Telepass may require third parties to ensure compliance with the obligations arising from the contract; such third parties may subrogate Telepass's rights against you in the event of insolvency or breach of contract. These parties (e.g. banks, debt collection agencies and *factoring* companies) will carry out data processing activities as independent data controllers.

Your Data may also be disclosed to the providers of individual services and/or affiliated parties for booking and/or using such services (e.g. motorway concessionaires, carriers, parking operators or paid car parks, and transport services). These parties

will carry out data processing activities as independent data controllers, and the methods by which they process your personal data are usually set out when you accept their terms and conditions of service or on their websites. Telepass may also disclose some of your data to these parties for their own purposes, including complaint handling and debt recovery. In addition to processing your Data as a data controller in accordance with this privacy notice, Telepass may also process your Data as a data processor on behalf of individual service providers and/or affiliated parties, for example, when issuing invoices in the name of and on behalf of such providers.

Finally, Telepass may disclose certain Data relating to you – where required by law – to the competent authorities upon their request; such authorities will process this Data as independent data controllers.

The updated list of categories of self-employed Data Controllers and Data Processors may be requested by contacting the DPO using the contact details provided in paragraph 2 above.



6. IS YOUR DATA TRANSFERRED TO A COUNTRY OUTSIDE THE EU, AND HOW IS IT PROTECTED?

As a rule, Telepass does not transfer your data to countries outside the European Union.

In exceptional cases, your data may be transferred to Switzerland for corporate and/or intra-group purposes (e.g., convening a board of directors' meeting or undertaking extraordinary corporate transactions). In this case, the transfer to Switzerland is safeguarded by a level of protection deemed adequate by the European Commission.

Should it become necessary in the future or under certain circumstances, for the purposes of the processing, to transfer your Data outside the European Union, you will be informed via a specific document published on the website www.telepass.com (Privacy section – List of Transfers outside the EU) and the security of such a transfer will be governed by the use of standard contractual clauses adopted by the European Commission in Decision 2010/87/EU and any subsequent amendments, or, alternatively, on the basis of an adequacy decision by the European Commission, or on the basis of binding corporate rules and/or any other instrument permitted by the relevant legislation, always in compliance with the legislation applicable at that time (e.g. your informed consent).

Further information on data transfers and the safeguards in place may be requested by contacting the DPO using the contact details provided in paragraph 2 above.



7. HOW LONG DO WE RETAIN YOUR DATA?

Data relating to you will be processed by Telepass only for as long as is necessary for the purposes mentioned above.

In particular, the main periods for the use and retention of your data, in relation to the various processing purposes, are set out below:

- a) in the event of registration via digital channels, where the process is not completed, we will retain your personal data entered during *onboarding* for 15 days to allow you to resume the process and to assist you should we encounter any issues during the process; where no contractual relationship is established between you and Telepass, your personal data will not be retained on our systems for longer than 18 months;
- b) For the purposes of performing the contract to which you are a party, your data will be processed by Telepass for the entire duration of the contractual relationship and for as long as there are obligations or requirements relating to the performance of the contract; it will be retained for a period of 11 years following the termination of the contractual relationship, exclusively for purposes relating to the fulfilment of legal obligations or the defence of Telepass's rights;
- c) about processing carried out based on the Data Controller's legitimate interest, other than for promotional purposes, your Data will be processed for the entire duration of the contract, unless you object to the processing beforehand; the Data Controller's legitimate interest in commercial development, however, shall remain valid for a further 12 months following the termination of the contractual relationship, unless you object to the processing in accordance with the procedures set out in point 4.3 of this notice;
- d) in the event of any enquiries or contact requests you may make, your Data will be processed for the time necessary to fulfil the request and retained only where necessary for purposes related to the performance of the contract or the defence of Telepass's rights, and in any event not beyond the retention period specified in this privacy notice for such purposes; in particular, in the event of a request to be contacted, we will attempt to do so a maximum of 10 times within 30 days of the request and, if none of these attempts is successful, the request will be deemed closed;
- e) About processing carried out for promotional purposes based on your consent, your Data will be processed for the entire duration of the contract and for a further 12 months following its termination, unless you withdraw your consent. Notwithstanding the above, with specific reference to the regulations governing the public opt-out register (RPO – Presidential Decree No. 26 of 27 January 2022), 30 days after the termination of your contract, Telepass will refrain from contacting you by telephone or by post if you are registered with the RPO, subject to the exceptions provided for (e.g.

- your specific request for contact);
- f) Your data will be processed for profiling purposes only if you have given your specific consent and until you decide to withdraw it and/or request that the processing be stopped. In any event, profiling activities will take into account only Data relating to the last 12 months;
- g) In order to comply with legal obligations, your Data will be processed and stored by Telepass for as long as the processing is necessary to fulfil those legal obligations.



8. WHAT ARE YOUR RIGHTS AND HOW CAN YOU EXERCISE THEM?

Whilst Telepass holds or processes your data, as the data subject, you may exercise the following rights at any time:

- **Right of access** – you have the right to obtain confirmation as to whether or not your Data is being processed, as well as the right to receive all information relating to such processing;
- **Right to rectification** – you have the right to have your Data in our possession rectified if it is incomplete or inaccurate;
- **Right to erasure (so-called ‘right to be forgotten’)** – in certain circumstances, you have the right to have your Data held in our records erased if it is not relevant to the management of the contractual relationship or required by law;
- **Right to restriction of processing** – where certain conditions are met, you have the right to obtain the restriction of processing concerning your Data, provided that such processing is not relevant to the management of the contractual relationship or necessary to comply with a legal obligation;
- **Right to data portability** – you have the right to have your Data held by us transferred to a different data controller;
- **Right to object** – you have the right to object, at any time on grounds relating to your particular situation, to the processing of your personal data based on the legal basis of legitimate interest, the performance of a task carried out in the public interest or the exercise of official authority, including profiling, unless the Data Controller has legitimate grounds for continuing 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 withdraw consent** – you have the right to withdraw your consent to the processing of your Data at any time, without affecting the lawfulness of processing based on consent before withdrawal, by accessing your personal account within the App (Menu, Privacy Settings) – where applicable – or by writing to privacy@telepass.com;
- **Right to lodge a complaint with the supervisory authority or to bring an action before the courts** – should Telepass refuse to comply with your requests, the reasons for such refusal will be provided. Where applicable, you have the right to lodge a complaint by submitting a request directly to the supervisory authority or, alternatively, by bringing an appeal before the competent judicial authority.

The above rights may be exercised by writing to the Data Controller at the email address privacy@telepass.com or by contacting the DPO using the contact details provided in paragraph 2 above.

Exercising your rights as a data subject is free of charge in accordance with Article 12 of the GDPR. However, in the case of requests that are manifestly unfounded or excessive, including due to their repetitive nature, the Data Controller may charge you a reasonable fee, taking into account the administrative costs incurred in handling your request, or refuse to comply with your request.

Telepass reserves the right to amend, update, add to or remove parts of this Privacy Policy, the latest version of which will always be available in your personal area within the App (Menu, Privacy Settings) – where applicable – or on the website www.telepass.com and, in any case, can always be requested by writing to the email address privacy@telepass.com.



PRIVACY PREFERENCES – CONSENTS (sample)

Set out below is a *template* for requesting consent – which is optional and revocable – for the purposes of indirect marketing, personalised marketing and the transfer of data to third parties, as described in the Privacy Notice. You will be asked for, or have been asked for, these consents when you first enter into a contractual relationship with Telepass or subsequently whilst the relationship is ongoing. You may amend them at any time by accessing your personal area in the App (Menu, Privacy Management) – where applicable – or by writing to privacy@telepass.com.

I confirm that I have received the privacy notice pursuant to Articles 13 and 14 of the GDPR and

The undersigned consents to receiving promotional communications relating to products and/or services (including payment services or insurance-related services) which are not necessarily similar or related to those covered by the Telepass Contract entered into and/or provided by third parties (para. 4.4. Privacy Policy)

- ☐ I consent
☐ I do not consent

I, the undersigned, consent to receiving exclusive communications and promotions tailored to me based on the profiling of my habits and preferences (para. 4.5 Privacy Policy)

- ☐ I consent
☐ I do not consent

I, the undersigned, consent to my data being passed on to third parties who may contact me for commercial purposes (para. 4.6 Privacy Policy)

- ☐ I consent
☐ I do not consent

* * *

GLOSSARY

- **“Personal data”** means any information relating to an identified or identifiable natural person (the ‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person
- **“Processing”** means any operation or set of operations, carried out with or without the aid of automated processes, applied to personal data, such as collection, recording, organisation, structuring, storage, adaptation, alteration, retrieval, consultation, combination, disclosure by transmission, dissemination, making available, alignment, interconnection, restriction, erasure and destruction.
- The **“data controller”** is the legal person who, either alone or jointly with others, determines the purposes and means of the processing of personal data
- The **“Data Processor”** is the natural or legal person who processes personal data on behalf of the Data Controller.
- The **“legal basis”** for processing is the condition that legitimises the processing. Processing is lawful only if and to the extent that at least one of the following conditions is met: a) the data subject has given explicit consent to the processing of their personal data for one or more specific purposes; b) processing is necessary for the performance of a contract to which the data subject is a party or for the implementation of pre-contractual measures taken at the data subject’s request; c) the processing is necessary for compliance with a legal obligation to which the data controller is subject; d) the processing is necessary to protect the vital interests of the data subject or of another natural person; e) the processing is necessary for the performance of a task carried out in the public interest or in connection with the exercise of official authority vested in the data controller; f) the processing is necessary for the purposes of the legitimate interests pursued by the data controller or by a third party, provided that such interests are not overridden by the interests or fundamental rights and freedoms of the data subject which require the protection of personal data, in particular where the data subject is a minor.