



TELEPASS SMARTOLL CONTRACT ENROLMENT FORM Form number _____

The Applicant, hereinafter also referred to as the ‘Customer’ (natural persons acting as consumers only):

1. THE APPLICANT

Surname and First Name		Tax Code
Resident at (street/square and house number)		
Town	County	Postcode
Country	Nationality	
Mobile	Email	

REQUEST

to sign up to the ‘Smartoll’ Telepass Contract, relating to the Smartoll service, reserved exclusively for individuals who **are not resident in Italy**, who own a private car used for passenger transport and which falls within the Eligible Vehicle Classes, and to **accept the Terms and Conditions** setting out the terms of provision of the service, as set out below.

2. PAYMENT METHODS

Authorisation for recurring direct debits from a credit or debit card

By signing this authorisation and accepting the Contract, the Customer, as the holder of the payment card (credit or debit) specified in this form, authorises Telepass S.p.A. to charge the fees and other amounts set out in the Contract to the specified payment card. In the event of the expiry, renewal, or replacement of the payment card specified above, the Customer hereby authorises Telepass S.p.A. to charge the new card issued by the card issuer. The Customer remains responsible for promptly providing Telepass S.p.A. with the details of a valid credit or debit card should the charge be unable to be processed for reasons not attributable to Telepass. The Customer is aware that the payment card issuer, upon receipt of the debit instructions sent by Telepass S.p.A., will debit the corresponding amount, provided that the said card is active and, at the time of the transaction, has sufficient funds and/or credit limit to cover the full amount to be debited. Otherwise, the payment shall be deemed automatically cancelled with immediate effect, thereby releasing the issuer from any liability arising from the charge's failure. In such a case, the Customer shall be required to pay the amounts due directly to Telepass S.p.A. It is understood that the Customer may revoke this authorisation at any time, in accordance with the procedures set out in the Contract.

Payment card number		Expiry date	
Payment type	Annual subscription with automatic renewal, unless cancelled	Contract	Telepass Smartoll
DATA		SIGNATURE	

(signature required to subscribe to the service)

Note: The signatory's rights under this authorisation are set out in the documentation available from the payment card issuer.

3. SERVICES TO BE ACTIVATED

The subscriber requests that the following services be activated:

☒ Telepass Smartoll service

VEHICLE ASSOCIATED WITH THE DEVICE: _____

Registration plate _____ Country _____

Delivery address _____

Street/square and house number _____

Town _____ County _____ Postcode _____ Country _____

The subscriber requests that the following services be activated:

☐ **ROADSIDE ASSISTANCE (Italy and Europe) provided by Partner**

Telepass Smartoll contract no.: _____

CHARGE FOR FAILURE TO RETURN TELEPASS DEVICE

The undersigned hereby declares their intention to pay, every year, a fee equal to the amount specified in Article 2.2. of the Contract, for each activated Telepass device, to avoid having to pay the compensation provided for in the Contract for failure to return the device and for the cost of tracing the Telepass device in the event of its theft or loss.

☐ **I wish to subscribe**

DATE _____ SIGNATURE _____

(signature required to subscribe to the service)



ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE TELEPASS SMARTOLL SERVICE

The undersigned declares (i) that the personal data provided as part of the registration process is accurate, (ii) that they have read the Pre-contractual Information Notice, (iii) that they have read, understood and fully accept the Terms and Conditions relating to the Telepass Smartoll service, (iv) to authorise Telepass S.p.A. to charge the relevant costs and invoices to their payment card, as indicated earlier in this form, undertaking to notify Telepass S.p.A. of any changes to the details relating to that payment card, (iv) to confirm that they have read and understood the privacy policy ('Privacy Policy') set out at the end of the Terms and Conditions.

DATE _____ SIGNATURE _____
(signature required to subscribe to the service)

ACCEPTANCE OF UNFAIR TERMS

The undersigned declares that they are aware of and specifically accept, also pursuant to Articles 1341 and 1342 of the Italian Civil Code (as well as Article 33 of the Consumer Code, insofar as applicable), the provisions set out in the following articles: **Introduction, Language of the Terms and Conditions** (prevalence of the Italian language), **Introduction, Ancillary Services** (Activation and modification of Ancillary Services), **2.2** (Obligation to report theft or loss of the Device and the Customer's liability), **2.3 and 2.4** (Conditions and limits on use of the Service and the Customer's liability), **4.7** (Time limit for Customer disputes regarding invoiced and charged amounts) **5.5.** (Termination of the Service and Telepass's withdrawal from the Contract), **5.6** (termination of the Contract pursuant to Art. 1456 of the Italian Civil Code by Telepass), **6.1 and 6.2.** (Suspension of the Service and exceeding of maximum spending limits), and **8.1, 8.2, 8.3 and 8.4** (Unilateral amendment of the Contract and procedures for notifying the Customer of such changes).

DATE _____ SIGNATURE _____
(signature required to subscribe to the service)

Privacy consents for receiving promotional communications

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 'Smartoll' Telepass Contract and/or those of 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 _____

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

The undersigned declares that they are aware of and accept the 'ASPI' Terms and Conditions set out below and, in particular, the privacy notice regarding the processing of personal data by ASPI provided in accordance with Article 13 of the European General Data Protection Regulation 2016/679 ('GDPR').

DATE _____ SIGNATURE _____
(signature required to subscribe to the service)

TERMS AND CONDITIONS OF THE TELEPASS SMARTOLL SERVICE

PRELIMINARY REMARKS

TELEPASS S.p.A., Share Capital: €26,000,000.00, fully paid up. Tax registration number and Rome Companies Register number: 09771701001-REA-ROMA No. 1188554 - VAT No. 09771701001 - Registered office: Via Laurentina, 449-00142 Rome (hereinafter '**Telepass**'), provided there are no outstanding debts from previous transactions, or where there are no previous terminations due to breach by the Customer relating to other contractual relationships with Telepass or with another company within the Group, it shall activate, for those who request it online via the members' area on the Telepass website ('**Website**') or any other channels that may be made available by Telepass (**the 'Customers'**), the service known as '**Telepass Smartoll**' (hereinafter also referred to simply as **the 'Service'**), governed by this contract (hereinafter the '**Contract**'), the subject matter of which is:

- (a) the provision, by Telepass, of the electronic toll collection service, designed to facilitate access for customers' vehicles – through their identification and authorisation – to motorways and toll roads, areas, means of transport, facilities and infrastructure affiliated with Telepass, etc., and the fulfilment of the related obligations, as set out below (**the 'Electronic Toll Collection Service'**);
- (b) the provision of additional services closely related to mobility, such as Structured Parking Facilities, Strait of Messina Ferry Crossing, Electronic Vignettes, and any other services activated by Telepass and included among the ancillary services within the Smartoll Service (the "**Ancillary Services**"), all against payment of the fees specified in Article 3 below.
- (c) The provision of the additional service known as 'Roadside Assistance' (reserved for Telepass Smartoll Customers) (**'Additional Services'**).

The terms and conditions set out in this document ('**Terms and Conditions**') are binding on the Customer from the moment the Contract is concluded, or from the date on which they come into force, as indicated at the foot of this document, subject in all cases to the provisions of Article 8 below.

These Terms and Conditions and the related application forms, the pre-contractual information and the privacy notice made available to the Customer by Telepass, ASPI's General Terms and Conditions and any other contractual document relating to this Contract are provided in both Italian and in any other languages specified 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. Communications made in writing by Telepass and the Customer pursuant to this Agreement may be made in Italian or in the other languages specified by Telepass on its Website.

These Terms and Conditions govern the relationship between Telepass and the Customer in relation to the services requested and specified in the form itself.



THE ADDRESSEES

The Telepass Smartoll service covered by this Contract is intended for and offered exclusively to individuals who:

- (a) are not resident in Italy;
- (b) hold a **credit card or a debit card**, belonging to the enabled payment networks, with a **remaining validity period of more than 30 days**, to which payments shall 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 countries within the European Union, Switzerland, the United Kingdom and any other foreign countries 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 reserves the right to amend and update the list of foreign countries authorised for shipment of the Device, and will provide notice of such changes via its Website and any other channels that may be activated.

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 deadlines, 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.

In view of the above, upon the conclusion of this Contract, the Customer agrees:

- (i) that Telepass may verify, upon entering into the Contract and/or during the term of the relationship, including through third parties, the Customer's ownership of and the validity of the payment card provided by the Customer, in accordance with the law and in the manner described in the relevant information notice provided by Telepass pursuant to Article 13 of Regulation (EU) 2016/679 'GDPR';
- (ii) that the services covered by this Contract are provided in accordance with the usage limits and maximum expenditure limits set out in this Contract;
- (iii) that Telepass may assign its claims (including future claims) against the Customer, arising from this Agreement, to third parties, with the assignee subrogating to Telepass's position as creditor against the Customer, pursuant to Article 1201 of the Italian Civil Code;
- (iv) that Telepass may carry out (including with the assistance of companies within its group or third parties) all activities relating to the management and/or any recovery of debts (such as, for example, the processing of information relating to the Customer's creditworthiness and punctuality in making payments, including through the management of a database; the





selection of receivables and related activities concerning invoicing, payment, the management of any outstanding amounts and the monitoring of the progress of the customer relationship).

This Contract permits, **within the limits and subject to the conditions set out below, and with exclusive reference to private vehicles used for the carriage of passengers and belonging to** the ‘Eligible Vehicle Classes’, 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 in France (**‘French Network’**), Spain (**‘Spanish Network’**) Portugal (**‘Portuguese Network’**), as well as on the motorway network in Croatia authorised for the Service, 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 this Contract (**‘Motorway Networks’**), via designated 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, 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:** the additional service called “Roadside Assistance”, reserved for Telepass SmarToll customers, which may be activated online through the Reserved Area, in accordance with the procedures made available by Telepass from time to time.

For Customers holding a Telepass Smartoll Contract, the following is not permitted:

- (a) also subscribe to the Telepass services known as Roadside Assistance, Roadside Assistance Italy Only and the Twin Option, which are reserved exclusively for customers holding additional Telepass contracts, other than the Telepass Smartoll contract, as well as
- (b) combine the Service with Telepass’s ‘Mobility Services’ payment contract and/or any additional payment contracts offered by Telepass, which Telepass will specify.

The Customer’s attention is drawn to the fact that the Roadside Assistance and Roadside Assistance (Italy only) services referred to in point (a) above are to be understood as distinct from the Roadside Assistance reserved for Customers holding a Telepass Smartoll contract and which can be activated in accordance with this Contract.

To use the Service, Telepass provides the Customer with a restricted area on the Website, accessible upon registration (**‘Restricted Area’**), and a dedicated device (**hereinafter also referred to simply as the ‘Device’**).

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

The Device enables the exchange of information with the automatic detection systems of motorway network operators and Affiliated Parties with the Telepass IT system, allowing for the identification of Customers and vehicles in transit and their authorisation to use the relevant services, thereby enabling, subsequently, (a) motorway operators and Affiliated Parties to calculate the amounts owed to them by the Customer and, consequently, (b) Telepass to arrange (b.1) for the payment, to such parties, of the amounts owed by the Customer for the services they have used and to which they have had access via the Service, as well as (b.2) for the corresponding amounts to be charged to the Customer, as set out below.

Telepass permits subscription to the Service and use of the Device only to Customers who, at the same time as entering into this Contract, accept the General Terms and Conditions of Autostrade per l’Italia S.p.A. (hereinafter also referred to as **‘ASPI’**), set out in the final section of this contract, relating to the use of the automated electronic toll collection system at toll stations on the Italian motorway network.

The Service is provided on an ongoing basis by Telepass, which also undertakes to repair and replace the Device in the event of faults not attributable to, and not caused by, the Customer, at its own expense.

It should therefore be noted that in the event of a malfunction of the Device due to causes attributable to the Customer, or in the event of a request by the Customer for the replacement of a functioning Device, the cost of replacing the Device (and associated postage), amounting to €12.00 (twelve/00), shall be borne by the Customer.

The Customer acknowledges and accepts that certain operational features relating to the management of the Service and the relevant contractual relationship are accessible only via the Reserved Area.

The Electronic Toll Collection Service

The Customer must use the Electronic Toll Collection Service in accordance with the procedures set out below:

‘Eligible Vehicle Classes’: The system may be used on each of the toll motorway networks listed below only on private vehicles used for passenger transport and belonging to the following classes.		Instructions for use: the Customer must ensure that, at the detection point where the equipment is installed at the entry and exit toll lanes, the vehicle passes at the speed indicated by the lane signage and must not move away from the detection point until the transit has been effectively recorded, as indicated by the appropriate audible signal.
	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	on the Italian Network, they must use the lanes marked with the ‘Telepass’ or ‘T’ logo when entering and exiting the toll station

	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 French Network, the Customer must use the lanes marked with the 't' logo when entering and exiting the station
	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 Spanish Network, the Customer must use the lanes marked with the 'T' logo when entering and leaving the station.
	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 Portuguese Network, the Customer must use the lanes marked with the 'V' logo when entering and exiting the station.
	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 the Croatian Network, the Customer must use the lanes marked with the 'ENC O FAST ENC' logo (white on a green background) when entering and exiting the station.
	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.	on any additional networks that the Customer may include in the Service, the Customer must use the Electronic Toll Collection Service (and the relevant lanes) in accordance with the specific terms and conditions of use applicable to each of those networks.

It is expressly understood that should the Customer install and use the Device on a vehicle of a different class from the permitted Vehicle Classes mentioned above, they will be charged a penalty of €50.00 (fifty/00).

The extent of the motorway networks and the updated list of areas, car parks, roads, facilities, infrastructure, means of transport and/or other services closely linked to mobility managed by the Affiliated Parties, authorised to use the Service, are made available to the Customer on the website www.telepass.com and via any other channels that may be provided by Telepass itself. Telepass reserves the right to amend and update such information and lists, giving notice thereof via its website and any other channels that may be activated

Telepass shall promptly inform Customers of the possibility of extending the Electronic Toll Collection Service to a further motorway network (in addition to the motorway networks already specified in this Contract) and shall make available to such Customers, via the Website and any other channels that may be provided, the relevant terms and conditions of use, which, if accepted by the individual Customer in the manner set out below, shall govern, in addition to this Contract, the terms of use of the Electronic Toll Collection Service on that additional motorway network and the relevant amounts payable by the Customer. The list of all motorway networks and countries where the Customer may, from time to time, use the Electronic Toll Collection Service, together with the relevant terms and conditions of use, will always be available to Customers, in an up-to-date version, on the Website (specifically, in the section of the website dedicated to the contractual documents relating to the services offered by the latter). **The extension of the Electronic Toll Collection Service shall be deemed to have been completed, by conclusive acts on the part of the individual Customer**, at the moment the Customer uses the Device (or any other instrument provided by Telepass) for the first time on that specific network (e.g. by passing through the entry barriers of that network in the lanes reserved for electronic toll collection with the Device on board their vehicle) or, where applicable, under the relevant 'free-flow' portals providing barrier-free access to the network. In particular, it is hereby agreed and expressly acknowledged that the Customer's first use of the Device on a further single motorway network shall entail the simultaneous extension of the Electronic Toll Collection Service to that single network and the full acceptance of the relevant terms and conditions of use, as previously published and made available by Telepass.

Ancillary Services

Telepass reserves the right to make available to Customers holding this Contract Ancillary Services as well (including access to ferries crossing the Strait of Messina, access to parking facilities within affiliated parking structures, E-Vignettes, and any other ancillary services that Telepass may decide to activate), provided by the Affiliated Entities, in accordance with the procedures established by Telepass.

The Customer expressly acknowledges that Telepass shall remain uninvolved in the relationships between the Customer and the Affiliated Parties in respect of the services provided by the latter to the Customer. Consequently, for any dispute arising from such dealings, as well as for the exercise of any related rights, the Customer must deal exclusively with the Affiliated Parties; Telepass shall in no circumstances be liable for the Customer's proper use of the services offered by the Partner Organisations, even where the relevant payments have already been made in accordance with this Contract. Furthermore, the Customer acknowledges and accepts that Telepass assumes no liability and gives no guarantee whatsoever regarding the



content of any direct correspondence between the Customer and third parties who advertise or offer their services. All correspondence and promotions, including the delivery of goods or services, take place and will take place exclusively between the Customer and the Affiliated Parties; consequently, Telepass shall have no liability, obligation or commitment towards the Customer in this regard.

Activation and changes to Ancillary Services: Telepass informs Customers, via its website and/or any other channels that may be activated, of the Ancillary Services made available and which are, therefore, to be understood, from time to time, as included in the Service. To this end, Telepass provides customers in advance, in accordance with the aforementioned procedures, with information regarding the available Ancillary Services and, where applicable, the terms and conditions of use for each of these Services. The full list of available Ancillary Services and the relevant terms and conditions of use will, in any event, always be available to Customers via the Members' Area for the entire duration of the Contract. The following shall apply to the Ancillary Services provided by Telepass: (i) the contractual terms and conditions specifically set out for such services; and (ii) where compatible and unless otherwise provided for therein, the Terms and Conditions generally applicable to the Telepass Smartoll service.

Acceptance of the relevant terms and conditions of use (where applicable) by the individual Customer shall be deemed to have taken place when the Customer makes their first use of the relevant Service by accessing it via the Device and/or proceeds to accept them via the channels made available by Telepass itself. Charges payable to Telepass for the use of Ancillary Services will be included in the Service's billing statement, as set out in the following articles.

Telepass reserves the right to amend and update the available Ancillary Services and the list of Affiliated Parties, by giving notice via its website and/or any other channels that may be activated.

Additional Services

Telepass offers customers who are holders of this Contract the option to activate the '**Roadside Assistance**' service via the Members' Area.

Roadside Assistance is a service that enables Customers to access roadside assistance services in Italy and across Europe, in the countries listed in the Service Guide (<http://redirect.telepass.com/it/guide.smartoll>) and the services and benefits offered by Telepass and/or by partner companies affiliated with Telepass (hereinafter '**Partners**') (the '**Services included in Roadside Assistance**'), subject to the terms and conditions and within the limits specifically set out (including by customer category) in this Contract and in the relevant Roadside Assistance Services Guide, published in its version updated from time to time on the Website.

Roadside Assistance is reserved for Customers who have activated the Service, limited to vehicles falling within toll classes A and B up to 3,500 kilograms, excluding buses

You can sign up for Roadside Assistance by logging into the Members' Area, following the relevant sign-up procedure and specifying the contract on which you wish to activate Roadside Assistance.

The Roadside Assistance Service may be linked to the licence plate associated with the Device selected by the Customer and made available to the Customer pursuant to this Contract. In the event of replacement of the associated licence plate, the Roadside Assistance Service shall be automatically transferred to the new licence plate indicated by the Customer and activated within the following 48 hours.

Upon the lapse of 48 hours from subscription to the Service, the Customer may make use of the roadside assistance services in the countries specified in the Service Guide, as well as the services included in the Roadside Assistance Service.

The Customer acknowledges and accepts that the services included in the Roadside Assistance package are subject to change over time, depending on the agreements entered into between Telepass and the aforementioned Partners. Please note that Article 8 of this Contract shall not apply in the event of:

- (a) Improvements to the Services included in the Roadside Assistance;
- (b) changes to the services included in the Roadside Assistance scheme which do not result in a significant reduction in the scope, coverage or overall quality of those services, nor in any additional financial burden for the Customer. These changes will take effect from the date specified in the notice sent to the Customer in advance.

For the services included in the Roadside Assistance Service, it shall be verified that the licence plate is duly associated with the Device. For the purposes of such verification, only licence plates registered in Telepass' databases and active at the time the service is requested shall be deemed valid. In the event of any discrepancy between the information provided by the Customer and the data recorded in Telepass' databases, the Partners providing the service included in the Roadside Assistance Service shall not guarantee the application of the preferential conditions set out in the Service Guide.

The Terms and Conditions set out in this Contract apply to the aforementioned Additional Services, as well as any specific terms and conditions of use for the individual service, where applicable, relating to the specific additional service. It is also understood that, in the event of the subsequent activation of the aforementioned additional services, the Service shall be governed by the relevant Terms and Conditions accepted by the Customer upon signing up for that service.

Should the Customer fail to activate one or more Additional Services, the Terms and Conditions of this Contract relating to the unactivated additional service, although set out in this contractual document, shall not apply.



ART. 1 - ACCEPTANCE OF THE TELEPASS SMARTOLL AGREEMENT

1.1. The Enrolment Procedure

As part of the procedure for accepting this Contract:



‘Advanced Electronic Signature’ means the advanced electronic signature solution (as defined in Article 55 of the Decree of the President of the Council of Ministers of 22 February 2013) used by the Customer to sign this Contract.

The Customer’s registration for the Service and its activation (as well as acceptance of ASPI’s General Terms and Conditions) may only take place via the online procedures made available by Telepass on the Website or via any other channels it may have activated, by following the instructions provided and completing the required formalities.

The Customer’s signing of this Contract will take place, as stated above, by means of an Advanced Electronic Signature. The Customer acknowledges that, in accordance with current legislation, documents signed with an Advanced Electronic Signature satisfy the legal requirement for written form. In order to use the Advanced Electronic Signature, the Customer must accept the terms and conditions of use and operation thereof, which are made available as part of the online procedure for entering into the Contract.

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

Telepass, therefore, having verified that the Customer has duly complied with the Terms and Conditions of this Contract (including the validity of the payment card provided by the Customer) and with ASPI’s General Terms and Conditions, will send the Customer, upon completion of the procedure, a specific notification confirming the conclusion of the Contract, will forward a copy of the Contract to the specified email address and will, finally, to the Customer, by post and via any other channels made available by Telepass – which Telepass will take care to notify the Customer of in advance – to the address specified by the Customer during the procedure itself, the requested Device, with the Customer being charged for the postage costs in accordance with the provisions of Article 3.2 of this Contract.

Furthermore, by subscribing to the Service, the Customer acknowledges and agrees to use it in accordance with the rules and conditions governing the use of the infrastructure and services relating to motorways and affiliated facilities, areas, means of transport and services. These terms and conditions of use, following their acceptance by the Customer in the manner indicated above, shall be deemed an integral and substantial part of this Contract.

Upon conclusion of the Contract, Telepass shall open the relevant contractual account and activate the services requested by the Customer.

The Customer must not remove the label affixed to the Device received, otherwise they will be unable to use the relevant services.

1.2. Direct debit authorisation

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

- (a) of the amounts relating to all tolls and/or charges (calculated on the basis of the exchange of information 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 to which the Customer has gained access by using the Service, and the amounts due to Telepass for 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 Affiliated Parties of the amounts, in respect of tolls and related 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 Civil Code Telepass may also proceed to pay the amounts owed by the Customer to motorway network operators and Affiliated Parties, including by purchasing and paying the fee for the right to use the service utilised by the Customer directly to such entities, and subsequently transferring that right to the Customer and charging the relevant fee.

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

In order to ensure the smooth execution of the payment transactions provided for in this Contract, upon completion of the first journey on the toll motorway network, or upon the first use of one of the Ancillary Services, Telepass will carry out a pre-authorisation of €100.00 (one hundred/00) on the Customer’s payment card associated with this Contract. This pre-authorisation is for security purposes only and will not result in an actual charge. The pre-authorisation will remain active until the date of the first applicable charge relating to the services used. Should the pre-authorised amount be less than the amount due, performance of the Contract may be suspended until the outstanding balance has been paid in full. Where, however, the pre-authorisation has expired at the time of the first attempted debit, Telepass will nevertheless proceed to debit the amount due in accordance with the standard procedures, It is understood that, should the pre-authorisation not be granted by the issuing bank or prove ineffective for any reason, Telepass shall suspend the performance of this Contract with immediate effect, subject to notification to the Customer in accordance with the procedures set out in Article 6, whilst simultaneously activating contact channels to settle the outstanding debt

In any event, the Customer’s authorisation to Telepass to charge the amounts owed by the Customer under this Contract is irrevocable and, therefore, the Customer’s obligation to honour the relevant payments to Telepass in full and in a timely manner remains unaffected.

In the event of non-payment of the aforementioned amounts, the Customer shall be liable to pay interest on arrears for late payment of invoices at a rate equal to the ECB rate plus 5 points, with effect from the second day following the date of issue of the invoice in question; such interest shall be charged in the first applicable accounting document.

In the event of failure to fulfil the payment obligations in respect of the amounts due in relation to the services referred to in this Contract, the Customer may be charged by Telepass or other authorised parties or assignees the costs relating to activities necessary and instrumental to the out-of-court recovery of the debt, quantified on a flat-rate basis at €5.00 (excludes of VAT and ancillary charges, where required by law) for each individual default and the corresponding statement of charges.

1.3. Notification and amendment of customer details

Via the Members’ Area, you can:

- a) view the communications and accounting documents sent in accordance with this Contract, as well as the list of journeys included in the most recent invoice issued and those undertaken but not yet invoiced;
- b) update certain details, such as the vehicle registration number linked to the Device, the payment method, the email address for receiving communications, etc.

Please note that the customer cannot change the name of the party named as the holder of the signed Contract.

The customer undertakes to notify Telepass promptly of any changes to the details provided in the forms relating to this Contract. In particular, the Customer undertakes to **update the registration number of the vehicle on which they intend to use the Device in a timely manner; the change to the registration number linked to the Service will take effect 48 hours after receipt of the Customer's request.**

It is understood that any update to the Customer's details, carried out in accordance with the procedures set out in this article, will also result in the automatic updating of the details provided to Autostrade per l'Italia Sp.A. and to the other Affiliated Parties for the use of the services covered by the Contract.



ART. 2 – METHOD OF SERVICE USE AND USAGE LIMITS

2.1. Installation, Malfunction and Maintenance of the Equipment

The installation of the Device on the vehicle is to be carried out by the Customer at their own expense: the Device must be installed and used by the Customer in accordance with the instructions set out in the relevant user manual and must be kept and maintained by the Customer in accordance with Article 1804 of the Italian Civil Code

In the event of a malfunction or fault with the Device, the Customer must contact Telepass and send the Device to Telepass at the address specified in Article 7.2, with postage costs borne by the Customer. Upon receipt of the Device, Telepass will carry out the necessary checks to ascertain the causes of the malfunction or fault in the Device. Should Telepass, upon completion of the aforementioned checks, ascertain that the malfunction or failure of the Device is not due to damage caused by and/or attributable to the Customer, it shall supply the Customer with a new Device by posting it to the address specified by the Customer, with the costs borne by Telepass, and shall also reimburse the Customer for the costs incurred in returning the non-functioning Device.

If, however, it is established that the malfunction of the Device is due to damage caused by and/or attributable to the Customer, the costs and charges for dispatching the new Device shall be borne by the Customer, without prejudice to any rights Telepass may have

Should it become necessary to replace the Device for maintenance, technological upgrades, security or technical or operational reasons, the Customer, at Telepass's request, is required to return the Device in accordance with the procedures and within the time limits specified by Telepass, with the costs borne by the latter. In the event of failure to return the Device in accordance with the procedures and within the time limits specified, Telepass may suspend the Service, notifying the Customer by email

The Customer shall be liable for any damage caused to the Device, to the vehicle on which it is installed, and to third parties, arising from failure to comply with the provisions of the preceding paragraphs, and hereby expressly releases Telepass from any and all liability in this regard.

The Device may be linked to only one number plate at a time, provided that the same number plate may not, at the same time, be linked to more than one Device, whether it be a Device authorised for use of the Smartoli service or another Telepass device. The Customer must provide a registration number when signing up for the Service. Subsequently, they may, on one or more occasions, change the number plate linked to their device. During a journey or, in any case, whilst using the Service, you are not permitted to change the number plate after entering the toll motorway network or a partner area or facility and before the relevant exit. The licence plate may be replaced by the Customer, in accordance with the above provisions, via the dedicated Members' Area and any other channels made available by Telepass, following the relevant procedure.

It is therefore the Customer's responsibility, before accessing any of the motorway networks included in the Electronic Toll Collection Service or before using any other service provided for in this Contract, to check, via the Reserved Area or any other channels indicated by Telepass, that their Device is linked to the number plate of the vehicle the Customer intends to use at that time.

2.2. Theft/Loss of the Device

In the event of the Device being lost or stolen, the Customer must promptly **block** the Device via the relevant section of the Members' Area ('Device Block').

30 calendar days after the Device has been blocked, Telepass will charge the Customer, on the next applicable invoice, the sum of €35.00 (thirtyfive/00) as compensation for the costs incurred by Telepass due to the failure to return the Device

Alternatively, the Customer may request, via the specific procedure made available in the Reserved Area or through any other channels that may be made available by Telepass, to pay Telepass, for each year of the contract's validity, the sum of €6.90 (six/90) (including VAT), for each active Device under this Contract, as a contribution towards the costs incurred by Telepass due to the failure to return the Device. This amount will be charged from the first applicable invoice following the aforementioned request,

Upon payment of the aforementioned annual fee of €6.90, the Customer shall be exempt from liability for the payment of any amounts relating to journeys validated using the Device, where the Device has been misused by third parties, with effect from the date the Device is blocked, subject to the following. Should the Device be found in the possession of the Customer or a person authorised by the Customer, the Customer shall be liable for the payment of all amounts (for tolls, fees, etc.) relating to services used via the Device following the Device's deactivation, as well as any costs incurred by Telepass in recovering the Device. The total of these amounts will therefore be charged to the Customer, who may be held liable for unauthorised and/or irregular use, including pursuant to Article 55 of Legislative Decree No. 231/2007.

In all cases of theft and/or loss of the Device, the Customer must no later than 7 days before the annual expiry date of the Contract, request from Telepass to supply a new Device. Should no such request be made within the aforementioned period,

Telepass shall be entitled to terminate the Contract, pursuant to Article 1456 of the Civil Code, this Contract in accordance with the provisions of Article 5.6 below.

Upon receipt of the request, Telepass shall deliver the new Device to the Customer by posting it to the address specified by the Customer, with the costs borne by the Customer in accordance with Article 3.2.

In the event that the Customer recovers the Device after the Device has been blocked, the Device may no longer be used by the Customer, shall be deactivated and must be returned, including by shipment, to the addresses indicated by Telepass in Article 7.2.

2.3. Use of the Device

It is prohibited to use the Device which Telepass has, for any reason, requested to be returned. Failure to do so will result in the use being deemed unauthorised and/or irregular, and Telepass reserves the right to take legal action against the Customer in accordance with the law, including pursuant to Article 55. Legislative Decree No. 231/2007.

Furthermore, 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 set out in this Contract, and must refrain from any fraudulent or unauthorised use as defined by law and/or this Contract.

In particular, the following are considered unauthorised, for example:

- (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 Equipment to access the services covered by this Contract within a short period of time (e.g. one, two or three consecutive days) with an atypical frequency and/or for high or anomalous amounts, such as to give rise to a well-founded suspicion that the Service is being used for purposes other than personal use or for fraudulent purposes, or a significant increase in the risk that the Customer will be unable to meet their payment obligations by the due date.

In order to verify compliance with the above provisions, Telepass will take into account all accesses and transits and any other transactions carried out by the Customer through the use of the Service and the relevant Device, as recorded from time to time by Telepass, on the basis of data sent periodically by ASPI, other motorway operators and Affiliated Parties.

2.4. The Customer acknowledges and accepts that Telepass shall under no circumstances be held liable for any kind of damage, whether direct or indirect, suffered by the Customer or third parties as a result of events beyond Telepass's control or responsibility in relation to: (1) the use or temporary inability to use the Service; (i) any interruption to the Service; (iii) unauthorised access to or alteration of the Customer's transmissions or data by third parties, including, amongst other things, any damage, including financial loss, that the Customer may suffer as a result of loss of profit, use, data or other intangible assets.

The Customer undertakes to use the Service exclusively for lawful purposes and in accordance with the applicable legal provisions in force, established practices and customs, and the rules of due care; in any event, without infringing the rights of any third party, whether or not they are a user of the means of communication, and paying particular attention to data protection regulations, laws on the protection of intellectual and industrial property, and telecommunications legislation.



ART. 3 - TERMS AND CONDITIONS OF THE TELEPASS SMARTOLL SERVICE

3.1. By entering into this Contract, the Customer (in addition to the amounts due for the use of the services to the motorway concessionaires and Affiliated Parties) is obliged to pay to Telepass (in addition to any other costs and compensation provided for in this Contract) the costs set out below, namely:

- (a) as a one-off, non-refundable activation fee for the Service on the Device, in addition to the service charge set out below, the sum of €10.00 (ten/00) (including VAT);
- (b) For the use of the Toll Collection Service and the Ancillary Services, a service fee equal to €39.90 (thirty-nine/90) per year (VAT included), to be charged to the Customer upon subscription to the Contract and upon each subsequent renewal of the Contract.
- (c) For the use of the additional Roadside Assistance Service, where activated, an additional service fee equal to €39.90 (thirty-nine/90) per year (VAT included), to be charged to the Customer upon subscription to the Contract and upon each subsequent renewal of the service

3.2. The costs of shipping the Device to the Customer, in cases where this charge is expressly stipulated to be borne by the Customer under this Contract, are determined on the basis of the delivery address provided by the Customer when signing up for the Service (or during the Device 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 shipping costs are calculated automatically by the system based on the address entered by the Customer and are clearly shown before the transaction is completed. Entering an incorrect, incomplete or inaccurate address may result in changes to the delivery charges or delays in delivery.

3.3. The amounts set out in this Contract are subject to change in accordance with Article 8 below.



ART. 4 – ISSUANCE AND DELIVERY OF ACCOUNTING DOCUMENTS

4.1. Telepass sends the Customer an accounting document summarising the amounts due to Telepass and the corresponding invoice issued by Telepass, in accordance with the following deadlines

- (a) for the period between the first and 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.

4.2. If the Customer does not use the Service during a calendar month and no other charges are due from the Customer to Telepass, the summary statement and invoice will not be issued

4.3. Furthermore, in relation to each calendar month in which the Customer uses the Service, Telepass shall send the Customer a summary statement of any additional charges for that month and the invoices (or other appropriate documents) issued (i) by ASPI, in accordance with the terms set out in the Contract with ASPI, 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 Ancillary Services used by the Customer, in accordance with the following payment schedules:

- (a) for the period between the first and the fifteenth day (inclusive) of the month in question, the accounting document and the invoices referred to above shall be 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 day of the following calendar month.

Charges for amounts invoiced to the Customer shall bear the same date as the issue date of the relevant statements and invoices.

4.4. In the event of termination of the contractual relationship, the final statements and invoices will be issued in respect of the last relevant period preceding the termination of the relationship.

4.5. Telepass shall make the summary accounting documents and invoices referred to in the preceding paragraphs available to the Customer, free of charge, via email and the Reserved Area, in accordance with the terms and conditions set out above, using security measures deemed appropriate by Telepass and designed to minimise the risks of unauthorised access to data and failure to comply with the requirements introduced by current legislation regarding the protection of personal data. **Telepass will therefore not send these documents in paper format.**

The Customer may, at any time and without Telepass charging any additional costs, view, save and print out the aforementioned statements and invoices. To this end, Telepass will generate a non-editable file in graphic format, containing an image of the invoice itself, which will also be stored electronically for a period of not less than 10 years in accordance with Article 2220 c.c.

Subject to the frequency and deadlines for issuing invoices, as set out in the preceding paragraphs, Telepass will notify the Customer of the issue and simultaneous availability of the aforementioned accounting documents and invoices by means of an email sent on the date of issue of each invoice.

The accounting documents and invoices (including journey/transit lists) will remain accessible to the Customer for at least 24 months from the date of issue; once this period has elapsed, Telepass reserves the right to grant access to the aforementioned documentation via the Reserved Area within the technical timeframe required to restore the file containing the invoice(s) or other requested documents online.

In any case, the Customer may always request a copy of the invoices from Telepass, certified as a true copy of the original, via the Reserved Area,

4.6. Telepass accepts no liability for any claims made by the Customer relating to the inability to use the electronic invoice delivery service for reasons beyond its control.

Telepass accepts no liability for any damage or direct or indirect claims arising from the failure and/or malfunction of the Customer's or third parties' electronic equipment, including Internet Service Providers, or of telephone and/or telecommunications connections not managed directly by Telepass or by persons for whom it is responsible.

4.7. Any dispute regarding the amounts invoiced and charged must be submitted to Telepass in writing within 60 (sixty) days of the date of issue of the invoice in accordance with the procedures set out in this Contract, or from the date of receipt of a copy of the invoice.

4.8. The Customer may view and print, free of charge, the detailed list of journeys relating to their vehicles, recorded by ASPI and other motorway network operators via electronic toll collection systems, which have been charged on the accounting document issued by Telepass and are yet to be invoiced, via the Reserved Area.



ART. 5 – TERM AND TERMINATION OF THE TELEPASS SMARTOLL CONTRACT

5.1. This Contract shall remain in force for 1 (one) year from the date of acceptance of the Contract and the subsequent activation of the Service, subject to the cases of withdrawal and termination of the relationship governed by these Terms and Conditions.

5.2. 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 the termination of this 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 sending a written notice 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.

5.3. Automatic renewal shall not entail any amendment to the contractual terms and conditions, unless expressly accepted by the Customer, and without prejudice to the provisions of Article 8 below.

5.4 Should the Customer communicate its intention not to renew this Contract pursuant to Article 5.2 above, the Contract shall remain in full force and effect until the relevant annual expiry date. The Customer's right to return the Device in advance in accordance with the procedures set out in Article 5.9 below 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, and the Customer shall be required to return the Device within the following 30 (thirty) days.

5.5. The Parties acknowledge that this Contract, entered into via the online procedures indicated above, constitutes a 'distance contract' within the meaning of the applicable provisions of Directive 2011/83/EU and Legislative Decree No. 206/2005 ('Consumer Code'). In particular, pursuant to Article 9 of the aforementioned Directive and Article 52 of the Consumer Code, the Customer shall be entitled to withdraw from the Contract at their discretion within fourteen days of the conclusion of the Contract, without having to provide any reason and without incurring 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 services used via the Device made available to them, until Telepass has received the Device itself.

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

- a) by using the relevant function available in the Members' Area, or
- b) by sending a written notice 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:

5.6. Telepass reserves the right to discontinue and terminate the Service at any time, giving Customers at least two months' notice by means of a written notice to be sent to the Customer, which will also be made available on the website www.telepass.com. In such a case, Telepass shall be entitled to terminate the Contract with the Customer by giving at least two months' written notice to the email address provided by the Customer (at the time of registration or subsequently updated in the Members' Area), resulting in the automatic termination of the ASPI contract with the Customer upon the termination of this Contract by Telepass taking effect. On the effective date of the withdrawal, the Customer must immediately pay Telepass any sums owed to it (including any charges incurred up to the date of withdrawal, even if recorded in subsequent billing statements, as well as charges incurred after the effective date of the withdrawal, for any further unauthorised or fraudulent use of the Device that has not been returned by the date of actual payment, it being understood that the Customer shall not be liable for the portion of the annual cost of the Service (and, where activated, the annual cost of the Additional Services) relating to the remaining reference period not utilised.

5.7. The Parties agree that, without prejudice to any right of Telepass to claim damages and to any other remedies provided for by law and under this Contract, the contractual relationship relating to the Service may be terminated as of right, in accordance with and for the purposes of Article 1456 of the Italian Civil Code, by Telepass:

- (a) in any case of proven failure to make timely payment of all amounts owed by the Customer and charged by Telepass;
- (b) in the event that the Device issued to the Customer is no longer authorised for the Service,
- (c) in the event of the aforementioned Device and/or the Service being used by unauthorised persons and/or with unauthorised vehicles, in accordance with the Terms and Conditions of this Contract;
- (d) in any case of fraudulent use of the Device to evade, in whole or in part, payment of the amount actually owed by the Customer;
- (e) in the event of incorrect or untimely updating by the Customer of the data relating to the Contract;
- (f) in the event that the Customer, following the Blocking of the Device, fails to request a new Device no later than 7 (seven) days prior to the annual expiry date of this Contract.

Should Telepass intend to invoke the express termination clause provided for in the preceding article, it must give written notice to the Customer at the address indicated by the latter in accordance with the Contract.

5.8 In the cases of termination of the contractual relationship pursuant to Articles 5.6 and 5.7 above, the Customer shall be required to return the Device to Telepass within 30 (thirty) days from the termination of the contractual relationship, in accordance with the procedures set out in Article 5.9 below.

5.9 In all cases where the Customer is required, pursuant to this Article, to return the Device to Telepass, such return shall be made by shipment, in accordance with the procedures specified by Telepass and made available in the Reserved Area.

5.10 Should the Device not be returned within the time limits set out in Articles 5.4 and 5.8, Telepass shall charge the Customer, by invoice and in accordance with the procedures set out in Article 4 above, the amount of €30.00 (thirty/00) as a penalty for failure to return the Device, except where the Customer has paid the annual fee provided in lieu of compensation for the failure to return the Device in the event of theft or loss (where activated by the Customer), pursuant to Article 2.2 above. Any failure or delay in returning the Device within the aforementioned period, as well as any fraudulent use or alteration of the unreturned Device, shall be pursued through civil and criminal proceedings, including in accordance with Directive (EU) 2015/849.

5.11. In the event of termination or withdrawal pursuant to this Contract, the maximum timeframe for the termination of the contractual relationship with the Customer and the fulfilment of the related obligations shall be no more than 1 year, subject to any subsequent unforeseen circumstances not previously known or knowable to Telepass.

5.12. It is understood that in all cases of termination of this Agreement, the contract between the Customer and ASPI governed by the General Terms and Conditions of Use of ASPI's Telepass system shall automatically cease to have effect on the same date.

5.13. The Customer acknowledges and accepts that any delay in payment of the amounts due, even in relation to a single unsuccessful debit, may result – within the limits and subject to the conditions set out in the applicable legislation and as explained in the set out below this Contract – the disclosure of their data to public or private credit reference agencies and/or credit information systems in compliance with legal obligations and/or the terms of this Contract, and that the recording of adverse information in their name in such databases may make it more difficult for them to access credit.



ART. 6 – SUSPENSION OF THE SERVICE

6.1. Telepass may suspend use of the Service, in addition to the cases expressly provided for in this Contract, at any time and with immediate effect where there is a valid reason.

- (a) In the event of the Customer's failure to comply with even one of the obligations set out in Article 2.3 above, 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, reserves the right to suspend the Service for the justified reasons set out in Article 2.3 above, in accordance with and the following provisions. The suspension may last for a maximum of 15 (fifteen) days and may be imposed, even immediately, following the detection of unauthorised use.

- (b) The Service, also with a view to limiting losses in the event of fraud or unauthorised use thereof, may be used by the Customer within the maximum spending limits, determined for defined time periods (hereinafter, the **‘Periods of Use’**) and differentiated by vehicle category, as set out below.

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

In particular, during each Usage Period, the Customer may use the Service up to the maximum spending limit set for the category to which the vehicle on which the Device is installed belongs. The Periods of Use, in relation to which the aforementioned maximum spending limits apply, are defined as follows

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

The amounts (for tolls and other charges relating to access to motorway networks and other areas, car parks, roads, facilities, infrastructure, means of transport and other services closely linked 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 from time to time on the basis of the usage data of the aforementioned, as Telepass receives this service periodically from ASPI, other motorway operators and Affiliated Parties, the amounts owed by the Customer to Telepass for the fixed costs provided for in this Contract do not, therefore, count towards the aforementioned maximum spending limits.

Should the Customer, during the Period of Use, change the number plate linked to the Device, replacing it with a number plate belonging to a vehicle falling within a category for which a different maximum expenditure limit applies to that previously applicable, the higher maximum expenditure limit shall in any event apply in relation to that Period of Use.

Should the Customer exceed the applicable maximum spending limit within a Period of Use, Telepass, not least to avoid a significant increase in credit risk and, in particular, to ensure that the Customer is able to meet their payment obligations by the due date, will suspend the Service until the end of the relevant Usage Period (i.e. until 24:00 on the last day of that Period). In such cases, Telepass shall, if possible before the suspension or at the latest immediately afterwards, inform the Customer of the suspension of the Service, stating the reasons therefor, by means of a notification sent by email and, where applicable, through other channels activated by Telepass. At the end of the Usage Period affected by such suspension (i.e. from 00:00 on the first day of the following Usage Period), the Service will be automatically reactivated.

The Customer may, via the Reserved Area, check at any time the current maximum spending limit, as well as their current usage of the Service and the amounts owed by the Customer and recorded during the Usage Period via the Service (and the relevant Device). The Customer further acknowledges and accepts that the aforementioned data is relevant and is used from time to time by Telepass solely for the purpose of calculating the Customer’s current usage of the Service, in accordance with the maximum spending limits indicated above. For the purposes of issuing accounting documents and debits relating to the relevant periods in respect of the Customer’s use of the Service, Telepass will, however, use the data – including data that has subsequently been reprocessed and reconciled – referred to in the various provisions of Article 4.

6.2. In addition to the cases expressly provided for in this Contract, the Service may be suspended, by way of example only and without limitation, (i) in the event of the provision of incorrect and/or false and/or no longer valid data in the application to join the Service, or failure to notify, during the course of the relationship, any changes to the data provided at the time of the initial application; (ii) insolvency; (ii) a change in the Customer’s financial circumstances such that there is a significant risk of default; (iv) failure to pay the amounts due within the applicable time limits, including where, for any reason, the scheduled charges to the Customer’s payment card are not successfully processed; (v) use of the Equipment that does not comply with the provisions of the Contract and/or with the provisions of the regulations; (vi) termination, at Telepass’s initiative, of other contracts between Telepass and the **Customer**.

6.3. Telepass shall notify the Customer of the suspension of the Service, if possible, prior to the suspension itself, or subsequently, as soon as practicable, by means of a notification sent by email and, where applicable, through other channels activated by Telepass. Once the suspension period has ended, the service will be automatically reactivated. Telepass may reactivate the Service following any clarifications provided by the Customer and/or on the basis of further investigations and assessments carried out by Telepass itself. In cases of particular seriousness or repeat offences on the part of the Customer, or if, on the other hand, Telepass considers that the justified grounds referred to above still apply, it may withdraw from the relevant Contract or, where the conditions are met, terminate the Contract in accordance with Article 1456 of the Civil Code and terminate the Service, in accordance with and subject to the effects set out in the provisions of Article 4 above. In such cases, the costs of shipping the Equipment shall be borne by Telepass.

 ART. 7 – RELATIONS WITH TELEPASS S.P.A. AND PERIODIC COMMUNICATIONS

7.1. In the absence of timely notification of any change – which may also be made via the Reserved Area – the Customer’s registered address and place of residence, for all purposes of the relationship, including tax matters, shall remain as stated in the application form.

7.2. Any written communication concerning your 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>
unless otherwise specified in the contract.

In all cases provided for in these Terms and Conditions, the Customer must send the Equipment to the following address:
Kostelia
Via A. Gramsci 78/A, 50031 Barberino di Mugello (FI)



ART. 8 – AMENDMENTS TO THE TERMS AND CONDITIONS

8.1. Telepass reserves the right to unilaterally amend this Contract (as governed by the relevant Terms and Conditions), to the Customer's advantage or disadvantage, with particular reference to the characteristics and the corresponding costs of the services governed by this Contract, where there are the following justified reasons, which will be the subject of a detailed notice

in the event of any amendment: (a) changes to the applicable legislative and regulatory framework (including following registration with regulated bodies, extraordinary corporate transactions, membership of a group, etc.) and/or developments in the practices or guidelines issued by the competent authorities; (b) developments relating to the methods, costs and burdens associated with the production, marketing and provision of the services supplied, or to market conditions and/or the competitive environment, which may affect the economic, managerial, organisational, administrative or commercial aspects of the services themselves; (c) changes in technical, managerial, organisational, administrative and/or commercial requirements (such as, by way of example: (i) technical, managerial or commercial developments or changes to networks, IT platforms, equipment and/or tools/applications for the provision, use or payment of the services provided by Telepass and/or the services provided by motorway operators or Affiliated Parties; (ii) developments or changes to the commercial and/or distribution policies of the services provided by Telepass; (iii) corporate restructuring and/or reorganisation operations, or the implementation and/or revision of specific internal procedures, including for the purpose of optimising and standardising customer base management processes; (iv) developments or changes in policies and/or processes relating to credit risk management, enhancing the security of systems and operations, fraud risk management and/or the protection, security and processing of customers' data.

8.2. Any amendments will be communicated to the Customer in writing as a 'Proposal for a unilateral amendment to the Contract', specifying: (a) the specific reasons justifying the proposed amendment; (b) the date on which the amendment will take effect, which shall not be less than 2 (two) months from the date of receipt of the notice; (c) the Customer's right to withdraw from the Contract should they not wish to accept the aforementioned Proposal; and (d) any further information required by applicable legislation.

The proposal for a unilateral amendment to the Contract is sent to the Customer by email, in accordance with the provisions of Article 8.1 above.

8.3. The Customer may, within the specified period from the effective date of the proposed amendment, withdraw from the Contract or from the relationship relating to the specific service covered by the amendment, without incurring any costs or penalties, (i) by sending a notice to Telepass by email to the address specified in the unilateral amendment proposal, or by post to the address specified in Article 7.2 above or in the unilateral amendment proposal, or (ii) by notifying the customer support service, where applicable (which may also be managed by third parties), as indicated by Telepass on the App and on its Website, in accordance with the procedures specified by Telepass; or (iii) via any additional channels that Telepass may provide and make known to Customers, in which case the Customer shall be entitled to have the previously applicable terms and conditions applied upon termination of the relationship. If the aforementioned deadline expires without the Customer having notified Telepass of their withdrawal, the proposed changes shall be deemed to have been accepted.

8.4. The above shall not apply in the event of changes imposed by mandatory regulatory or legislative provisions or by measures taken by the competent authorities, which shall apply, even without prior notice, in accordance with the provisions of the relevant regulations or measures.



ART. 9 – GOVERNING LAW AND JURISDICTION

9.1. This Agreement is governed by and subject to Italian law. In any event, where the Customer qualifies as a consumer within the meaning of Reg. EU 1215/12 or the legislation of their country of residence or domicile, any rights conferred on the consumer by mandatory provisions of law in force in that country shall remain unaffected.

9.2. Any dispute arising between the Parties which is not resolved through the procedure set out in Article 10, the competent court, in cases where the Customer qualifies as a consumer within the meaning of the Consumer Code (Legislative Decree No. 206/2005) or Regulation EU 1215/12, shall be the court of the Customer's place of residence or domicile, or, only if so chosen by the Customer, the court of the State in which Telepass is domiciled.



ART. 10 – PROCEDURES FOR CONCILIATION AND OUT-OF-COURT SETTLEMENT OF DISPUTES

10. 1. 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.

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

TELEPASS CONTRACT PRIVACY NOTICE

pursuant to Articles 13 and 14 of Regulation (EU) 2016/679 (GDPR)



PROTECTING YOUR PERSONAL DATA IS IMPORTANT TO US

With this privacy notice, we wish to explain the purposes for which Telepass collects and processes your personal data during the pre-contractual phase and any 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 contracts entered into¹, which categories of data are processed, what your rights are under data protection legislation and how they can be exercised, whilst also enabling you to give or withdraw your consent to processing, where necessary, in an informed manner and at any time.



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: Data Protection Officer (DPO) c/o Telepass S.p.A., Via Laurentina, 449 - 00142, Rome.



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, i) from public sources or, furthermore, 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 (e.g. credit card or debit card, where applicable);
- the registration number of the car or motorbike associated with the contractual relationship and other information about the vehicle (e.g. class, fuel type);
- information relating to the location of the Card Device when in use (e.g. on the motorway network and, soon, 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, we would like to remind you that you can manage your geolocation permissions via the various settings in your device's operating system ('always', 'whilst using the app', or 'ask every time'). You can disable this feature at any time by accessing your device's settings; however, if you do so, you will not be able to use the services and features for which determining your location is essential (e.g. searching for the nearest participating businesses);
- 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 in order to identify the presence, or absence, of your Data within Telepass's digital archives and, where applicable, direct you to the correct registration process (e.g. the existence of a pending registration request on your part; 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 of data relating to your physical characteristics by an authorise, 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 your informed

¹ By way of example and without limitation, the services you may subscribe to, where included in the relevant contracts you have entered into and to which this Policy applies with regard to the processing of personal data associated with them, are: Electronic Toll Collection, Roadside Assistance, Twin Option, Payment Service for Partner Car Parks (on-site), Blue Zone Parking Payment Service, Ferry Payment Service, Tour 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 Services, Itabus Payment Service.

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 instrumental to the performance of the necessary pre-contractual activities (e.g. support and/or customer care in relation to signing up for one or more services or creating a user account), 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 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.

Your Data may be processed by the Data Controller 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 legislation on the prevention of fraud, money laundering and the financing of terrorism, as set out 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 make the acceptance of the contract conditional upon checks on your solvency and creditworthiness, including through databases queried by entering your tax code, VAT number 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 the purposes of fraud prevention and to obtain evidence of journeys made on the motorway network, services used and transactions carried out under the contract, so as to protect Telepass's rights and assets. In particular, during the pre-contractual phase or subsequently, where suspicious activity is detected, the Data Controller may, on the basis of its legitimate interest, carry out analyses of your digital identifiers – such as your telephone number, email address, the device used, the browser and the IP address (including those collected via public or private databases) – which help to prevent and block fraud or other unlawful acts (such as 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, only in cases where 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, with the exception of consent for soft spam via email as referred to in Article 130.4 of the Privacy Code.

Telepass, on the basis of its legitimate interest in commercial development or pursuant to Article 130.4 of the Privacy Code, may process your Data for promotional communications relating to products and/or services you have subscribed to (e.g. App features) or to products and/or services provided by Telepass or distributed by Telepass (including payment services or 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 in the app under the 'Privacy Management' section of the menu, or by clicking the unsubscribe link at the bottom of every email, by requesting this from your telephone operator, or by sending an email to privacy@telepass.com. We would also like to remind you that, if you no longer wish to receive calls from a customer service representative but wish to continue receiving promotions via the other channels indicated, 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).

➤ For such communications, we will ask for your consent, 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 communication, by requesting this from 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 sending of 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, so as 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 accessing your personal account within the App, specifically 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 accessing the ‘Privacy Management’ section of the menu in your personal account within the app, 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 security 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 or pseudonymised form or in aggregate 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, the following table summarizes the purposes for which your Data will be processed, as well as whether providing 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. par.	Purpose of processing	Nature of the provision of the data personal	Consequences of refusing to provide personal data	Legal basis or condition for Lawfulness of 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	Voluntary	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	Voluntary	The Data Controller is unable to	Legitimate interest of

	relating to products and services similar to those requested and/or offered from time to time		contact you regarding commercial communications relating to products and services similar or related to those covered by the contract	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 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 the purposes of 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 entities will process this Data as independent data controllers

The updated list of categories of independent Data Controllers and Data Processors may be requested by contacting the DPO at 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 guaranteed 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 under 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, we set out below the main periods for the use and retention of your Data in relation to the various purposes of processing

- 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, and 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) With regard to processing carried out on the basis of the Data Controller's legitimate interest, other than for promotional purposes, your personal data will be processed for the entire duration of the contract, unless you object to such 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 and/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 to be contacted);
- 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) To comply with legal obligations, your Data will be processed and retained 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 necessary to comply with a legal obligation,
- **Right to restriction of processing** – subject to certain conditions, you have the right to obtain the restriction of processing concerning your Data, where it is not relevant for the purposes of managing 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 another 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 that 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 prejudice to the lawfulness of processing based on consent prior to 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 a legal 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 set out 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 most up-to-date version of which will always be available in your personal area within the App (Menu, Privacy Management) where applicable, or on the website www.telepass.com, and may in any case be requested by writing to the email address privacy@telepass.com

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.

ASPI'S GENERAL TERMS AND CONDITIONS FOR THE ACCEPTANCE AND USE OF VIACARD AND TELEPASS PAYMENT METHODS FOR DEFERRED PAYMENT OF TOLLS ON ITALIAN TOLL MOTORWAYS

Preliminary remarks

Autostrade per l'Italia SpA (hereinafter 'ASPI'), share capital €622,027,000.00, with registered office at Via A. Bergamini, 50, 00159 Rome, VAT No., Tax Code and Rome Companies Register No. 07516911000, the concessionaire responsible for the construction and operation of the motorways referred to in the ANAS agreement of 18 September No. 9297 of 1968 and its addenda, authorises the acceptance of Viacard and Telepass payment methods for deferred toll payment at the entry and exit stations of Italian toll motorways, at whose toll collection points the aforementioned payment methods are accepted pursuant to agreements in force between ASPI and the various motorway concessionaires, in accordance with the general terms and conditions set out below in this form, which is signed by the Customer at the same time as signing the contract for the Viacard current account or Telepass Family online services provided by Telepass SpA (hereinafter also referred to as 'TLP'). The Customer undertakes to comply with the procedures set out below when using the Viacard lanes, the Telepass lanes and the dual-mode Viacard/Telepass lanes at the entry and exit points of the Italian toll motorway network. These terms and conditions may be amended by ASPI, which will notify the Customer at their registered address, as indicated on the front of this form.

1. General Terms and Conditions

- 1.1 ASPI allows its customers to use Viacard cards or the Telepass device to pay for motorway tolls incurred by vehicles and/or motorcycles with an engine capacity of at least 150 cc, the registration numbers of which are indicated on the front of the online Telepass Family or Telepass with Viacard service registration form or communicated as set out in Article 1.2 below. In this regard, it is specified that the maximum number of number plates that may be linked to a single Telepass device cannot exceed two, including those of any motorbikes, and that it is not possible to link more than one Telepass device to the same number plate.
- 1.2 The Customer undertakes to notify ASPI promptly of any changes to the details, with the exception of those relating to the identity document, as indicated on the front of this form. In particular, the Customer undertakes to notify ASPI in advance of any changes to the registration numbers of the vehicles on which they intend to use the Telepass device. The details can be updated at a Punto Blu or other authorised service centre, or in accordance with the procedures set out in the 'Contacts' section of the website www.telepass.com. Updating the details provided by the Customer to ASPI will result in the automatic updating of the corresponding details already collected by Telepass SpA and set out in the contract for the Viacard c/c, Telepass or Telepass Family online services.
- 1.3 Data may also be updated by accessing the members' area of the Telepass SpA website at www.telepass.com, subject to registration on the website, as set out in the terms and conditions for subscribing to the Viacard c/c, Telepass or Telepass Family online services. Furthermore, in this members' area, you can view invoices, or other relevant documents, issued by ASPI for the payment of tolls, as well as the list of journeys included in the most recent invoice issued and those undertaken but not yet invoiced, in accordance with the procedures set out on the website www.telepass.com, as referred to in Article 3.3 below.

2. Use of the Viacard and Telepass Family station system

- 2.1 The use of Viacard and Telepass Family is valid across the entire Italian toll motorway network, provided that they are used via the designated Viacard and Telepass lanes respectively, both when entering and exiting the motorway network, and provided that these payment methods and the vehicles associated with them are registered with ASPI as being in good standing and, therefore, authorised to use the motorways.
- 2.2 The Viacard must be inserted into the designated machines at the Viacard-only automatic payment exits or handed over to motorway station staff together with the entry ticket (where applicable). When using the Viacard, it is not permitted to use it to validate the passage of two vehicles, even if they are travelling one behind the other.
- 2.3 Should a Telepass customer enter a station equipped with a Telepass lane and exit at a station where, for any reason, the Telepass service is not available, that customer must inform the toll collection staff of the station from which they came. If, however, a customer who has entered a station equipped with a Telepass lane exits via a highly automated station, they must use a Viacard self-service lane, press the button to request assistance and inform the staff, via the intercom, of the entry station. In both of the above cases, the toll amount relating to the declared section or, if this does not match, that relating to the motorway section actually travelled, as determined by checks carried out by ASPI, will be charged to the Customer via an invoice or through a toll non-payment notice – Form PE-07.
- 2.4 In the event that the Telepass Family service cannot be used at an entry station due to temporary unavailability of the service, the Customer must collect a ticket and, to complete the exit procedure, must use, where available, a dual-mode lane (self-service Viacard with Telepass service overlay) by inserting the ticket into the designated slot; the device code will be automatically read by the station's systems. If the aforementioned type of dual-mode lane is not available, the journey must be completed in a lane manned by an operator, to whom the customer must hand over the ticket and declare that the vehicle is fitted with Telepass. ASPI will verify the Customer's declaration for the purposes of charging the toll on the invoice.
- 2.5 If no record of the Customer's Telepass device entering the system is found, the journey will be deemed to be in breach of the motorway usage regulations. The lane system will automatically detect the number plate of the vehicle that has passed through, via the video surveillance systems located at the toll stations, and the Customer will be required to pay the toll calculated from the station furthest from the exit, as provided for in Article 176 of Legislative Decree No. 285 of 30 April 1992, 'New Highway Code', without prejudice to the application of the administrative penalties provided for by those

provisions. The Customer is, however, entitled to provide evidence regarding the entry station for the purposes of determining the amount actually due.

- 2.6 The Customer is required to comply with the procedures for approaching, passing through and leaving the Telepass lane. In particular, for safety reasons and to enable the system at the toll station to record data, the Customer undertakes, by signing this form, to travel at a speed of less than 30 km per hour throughout all stages of passing through the toll station and to maintain a safe distance from the vehicle in front.
- 2.7 Using the Telepass device fitted to a motorbike with an engine capacity of more than 150 cc is permitted only on lanes specifically designated for this service, which are marked with road markings showing three stylised motorbikes and are which are fitted with a half-bar for timing. The Customer undertakes to fit the device to the motorbike in accordance with the instructions set out in the relevant user manual (provided upon registration for the Telepass service or available on the website www.telepass.com), to use the motorbike only on Telepass lanes authorised for motorbike traffic, not to proceed if the traffic light on the canopy or at the sides of the lane is red, and to maintain a safe distance from the vehicle in front at all times. Failure to comply with the above instructions may result in the Telepass failing to operate or operating incorrectly, thereby posing a safety risk to the Customer.

3. Issue and delivery of accounting documents and journey lists

- 3.1 ASPI will send the Customer, via TLP, invoices or other appropriate documents for the toll amounts relating to journeys made using the Viacard or the Telepass device, in accordance with the billing and delivery cycle applied under the service contract formalised by the Customer with Telepass SpA. Invoices will be issued by ASPI on the same day of the month as specified for the billing cycle set out in the service contract entered into by the Customer with TLP for the specific payment service to which the Customer has subscribed; these invoices will be delivered to the Customer, on behalf of ASPI, by TLP, in accordance with the terms and conditions set out in the previous paragraph. The amounts invoiced will be debited from the Customer's current account on the date the invoice is issued.
- 3.2 In the members' area of the Telepass Spa website www.telepass.com, as referred to in Article 1.3 above, you can view the invoices issued by ASPI for the payment of tolls, as well as a detailed list of journeys included in the most recent invoice and those undertaken but not yet invoiced. In order to access invoices sent electronically by TLP, the Customer may, from the date specified in the service agreement formalised with TLP, access the aforementioned website in accordance with the procedures set out in the service agreement formalised by the Customer with TLP. It is the Customer's responsibility to access the members' area at www.telepass.com in order to print the invoice on paper for record-keeping and accounting purposes.
- 3.3 The toll rates applied on the invoice are those in force at the time of the journeys. Any changes to the tax regime will result in the application of the corresponding tolls, with the effective dates set out in the relevant regulations.
- 3.4 Without prejudice to the provisions of Articles 3.1 and 3.2 above, copies of invoices and journey lists may be sent by TLP, on behalf of ASPI, in paper form, to the Customer's registered address, upon specific request by the Customer in accordance with the procedures set out in the general terms and conditions of the service contract entered into by the Customer with TLP. Telepass Spa will, on behalf of ASPI, deliver the requested documentation to the Customer, in accordance with the terms and conditions set out in the service contract entered into with the Customer.

4. Termination of the contractual relationship

- 4.1 In the event of termination of the service contract entered into with Telepass Spa, the Customer will no longer be permitted to use the Viacard and Telepass payment methods for the automated payment of motorway tolls, and this contract will automatically terminate.
- 4.2 In the event of termination of this contract with ASPI, the Customer will not be able to use the Viacard and Telepass payment methods for the automated payment of motorway tolls.
- 4.3 Furthermore, the Customer shall not be permitted to make automated payments of motorway tolls using the Viacard and/or the Telepass should TLP notify that the payment device issued to the Customer is no longer authorised for the service, or in the event of the system being used by persons and/or with vehicles not authorised in accordance with these general terms and conditions, or in the event of incorrect or untimely updating of the contract details.
- 4.4 This contract may be terminated by the Customer at any time, without any additional charge, by sending a registered letter with acknowledgement of receipt to Autostrade per l'Italia Spa at the address specified in Article 5.2 below.

5. Relations with Autostrade per l'Italia S.p.A.

- 5.1 In the absence of timely notification of any change – which may also be made via the members' area of the website www.telepass.com – the Customer's registered address, for all purposes of the relationship, including tax matters, shall remain that stated on the front of this form.
- 5.2 Any written communication concerning the existing relationship must be sent in accordance with the procedures set out in the 'Contacts' section of the website www.telepass.com.
- 5.3 The 'ASPI' Terms and Conditions set out above are binding on the Customer from the moment this form is signed or from the date on which they come into force, as indicated at the foot of this document.

ASPI PRIVACY NOTICE ON THE PROCESSING OF PERSONAL DATA

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

1. Please be advised that the personal data provided by the Customer contained in this form, as well as that relating to the use of Viacard cards and/or the Telepass device, is collected and may be used and processed in paper form, electronically and via telecommunications by ASPI, through its own employees and/or staff of the Italian toll motorway companies, who are appointed as data processors, for purposes related to the management of this contractual relationship and, in particular, to invoicing and toll collection activities.

2. ASPI will disclose such personal data to TLP for the administrative management of toll payments, as further specified in point 3 below, and to the toll motorway concessionary companies at whose facilities the journeys were recorded, for the purposes of the relevant invoicing or, in the case of journeys for which non-payment has been recorded, for the purposes of debt recovery. The processing of such data and the recovery of tolls is also carried out with the assistance of third parties specifically appointed for this purpose. 3.

3. Administrative activities relating to the invoicing service, and in particular the production and dispatch of invoices and any payment reminders, are carried out on behalf of ASPI by Telepass Spa, which has been specifically appointed as Data Processor by ASPI itself. Administrative tasks relating to direct debits from the Customer's current account for the payment of tolls will be carried out by the organisation indicated on the front of this form, which already holds the bank details relating to the Customer's contractual relationship.

4. Please also note that the personal data provided by the Customer for registration and use of the restricted area of the TLP website www.telepass.it, for viewing and receiving ASPI invoices as well as for viewing and receiving the journey list, will be processed on behalf of ASPI by Telepass Spa, which has been specifically appointed as Data Processor as indicated above. In this regard, please refer to the specific privacy notice made available by TLP on its website and/or in the members' area of the TLP app.

5. Subject to the provisions of the preceding articles, the Customer's personal data, collected and stored in ASPI's databases, will not be disclosed or communicated, except in the cases provided for in the contract and, in any event, in compliance with the law and in accordance with the procedures permitted by it. Furthermore, in order to ensure the proper performance of all activities connected with or instrumental to the provision of the service offered, ASPI may, where necessary, carry out the aforementioned processing operations through other companies within the Group or third parties (companies appointed to recover debts owed to ASPI, companies appointed to maintain the IT systems used for toll billing processes), which shall be designated in advance on a case-by-case basis as Data Processors.

6. Please be advised that ASPI stations are equipped with a video surveillance system which, in the event of non-payment of the toll, or where a customer does not hold a valid entry ticket, or where the station's facilities are used improperly or with faulty equipment, automatically records the number plates of passing vehicles for the subsequent charging of the toll and, where the conditions are met, for the purposes of bringing civil, administrative and/or criminal proceedings in the cases provided for in Article 176 of the Law Decree 285/1992. The images may only be viewed by staff responsible for processing and are retained for purposes relating to toll collection and, in the event of an offence, also for the purposes of the proceedings.

7. Please also note that the motorway network is equipped with automatic detection systems (so-called 'BOE Telepass') for vehicles fitted with a Telepass device, which record and store, anonymously, the passage of these vehicles for 'statistical' purposes, and, in particular, to establish a statistical model of traffic flows on the motorway network aimed at validating the methods for allocating toll revenue amongst the motorway companies concerned with the recorded journeys and at determining average journey times on the route. This data is processed exclusively by personnel appointed to carry out the processing or, on behalf of ASPI, by third-party companies responsible for statistical analysis (number of vehicles travelling on that section), specifically appointed as Data Processors by ASPI itself.

8. Please also be informed that Articles 15–22 of the GDPR grant data subjects the right to exercise specific rights. In particular, the data subject may obtain from the Data Controller access to, rectification or erasure of personal data, restriction of processing, withdrawal of consent, and the right to data portability.

The data subject also has the right to object to the processing of their personal data. Where the right to object is exercised, the Data Controller reserves the right not to comply with the request and therefore to continue the processing where there are compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject.

The above rights may be exercised by submitting an informal request to the Data Protection Officer (DPO) at the following address: dpo@pec.autostrade.it, using the appropriate forms made available by the Data Controller on its website: www.autostrade.it.

The data subject is also informed that they may lodge a complaint, pursuant to Article 57(f) of the GDPR, with the Italian Data Protection Authority (Garante per la Protezione dei Dati Personali).

9. The Data Controller is Autostrade per l'Italia S.p.A., with registered office at Via A. Bergamini 50, 00159 Rome.

The Data Protection Officer (DPO) is domiciled for the purposes of the office at the registered office of Autostrade per l'Italia S.p.A. and may be contacted at the following certified email (PEC) address: dpo@pec.autostrade.it.

The Data Processors, appointed pursuant to Article 28 of the GDPR as identified above, are:

- Telepass S.p.A., with registered office at Via Laurentina 449, 00142 Rome, for administrative activities;
- EssediEsse S.p.A., with registered office at Via A. Bergamini 50, 00159 Rome, for the management of unpaid toll charges.

All personal data/information will be processed in compliance with the GDPR and applicable data protection legislation and, in any event, in such a way as to ensure their security and confidentiality and to prevent their unauthorised disclosure, use, alteration or destruction.

The Data Controller reserves the right to amend and update this Privacy Notice from time to time in the event of new legal provisions or changes to its data processing policies.

This Privacy Notice, together with any updated versions, will be published on the ASPI website: www.autostrade.it.