



Joint Stock Company
Share capital € 26,000,000.00 fully paid up - Tax code and registration number in the Rome Register of Companies
09771701001 REA – ROME, no. 1188554 - VAT no. 09771701001 - Registered office: via Laurentina 449 - 00142 –

TERMS AND CONDITIONS OF THE FERRY TRANSPORT ACCESS AND TOLL PAYMENT SERVICE FOR CUSTOMERS WHO ARE HOLDERS OF THE "GRAB&GO e TELEPASS PAY PER USE" SERVICE

Art. 1 – General Provisions

- 1.1 These terms and conditions govern the use of the Telepass device (and/or any other instruments/titles that may be provided) for the Customer's use of the service for access and payment of tolls for the transport of vehicles by ferry at affiliated third parties (the "**Ferry Payment Service**") provided by Telepass S.p.A. ("**Telepass**").
- 1.2 The use of the Telepass device (and/or any other tools/titles that may be provided) to use the Ferry Payment Service is permitted exclusively at third-party entities that have entered into agreements with Telepass from time to time (the "**Affiliated Entities**") an updated list of which is available at Telepass sales/service points and/or on the Telepass website and/or app (or through other channels that may be activated), where it will also be possible to check the type of vehicles (light vehicles, heavy vehicles, other) admitted to the ferry transport service provided by the Affiliated Entities at each embarkation point (the "**Transport Service**").
- 1.3 The Ferry Payment Service, governed by these terms and conditions, is reserved exclusively for customers who have a contract for the Telepass Grab&Go and Telepass Pay Per Use services provided by Telepass (the "**Telepass Contract**").
- 1.4 The Ferry Payment Service, when activated by the Customer in the manner described below, is to be understood as included among the individual Grab&Go Payment Accessory Services and Pay per Use Payment Accessory Services, provided on a "Pay Per Use" basis, made available from time to time by Telepass as part of the set of services governed by the Telepass Contract and usable by the Customer.
- 1.5 The Ferry Payment Service is subject to these terms and conditions and, for anything not expressly provided for herein, to the terms and conditions of the Telepass Contract held by the Customer, where compatible. These terms and conditions are published on the Telepass website and app, as well as on any other channels that may be activated.
- 1.6 The amounts relating to the Customer's use of the Transport Service, recorded by the Telepass device (and/or by other instruments/tickets, if any) capable of communicating with special readers installed at the entrances and/or gates located in the ports/embarkation points of the Affiliated Entities, will be charged to the Customer's credit card or current account already indicated in the Telepass Contract held by the Customer and in the same manner and within the same time frame as provided for therein.
- 1.7 Under the agreements in place with the Affiliated Entities, Telepass will, on behalf of the Customer, pay the amounts due to these Affiliated Entities for the use of the services provided by them and to which the Customer has had access using the Ferry Payment Service, simultaneously subrogating itself to the Customer in the credit position of the aforementioned Affiliated Entities, pursuant to Article 1201 of the Italian Civil Code.



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Art. 2 – Use of the Ferry Payment Service. Invoicing, issuance and delivery of summary documents and accounting documents

- 2.1 Customers who wish to use the Ferry Payment Service to access and pay the toll for private ferry transport service must use the dedicated and equipped lane, recognisable by the horizontal and vertical signs bearing the "Telepass" mark or the "T" logo.
- 2.2 The use of the Telepass device in the equipped lane allows, in accordance with the procedures indicated in paragraph 2.3 below, the issuance of a ticket to use the Transport Service and the related payment, including the payment of any additional charges where applicable.
- 2.3 To complete the payment transaction for the Transport Service, the Customer must proceed to the designated lane and follow the instructions provided by the horizontal and vertical signs located at the lane. In particular, for safety reasons and in order to allow Telepass to collect data and correctly identify and authorise the Device, the Customer must slow down when approaching the dedicated lane until coming to a complete stop, provide the information requested at the user interface columns, and wait for the ticket to be issued, the barrier to open and the green light to appear. These operations are governed by visual messages that may be issued by the user interface columns' automated system. An audio connection with an operator is also available to interact with the customer upon request.
- 2.4 Telepass will send the Customer, in the manner and at the frequency specified in the Telepass Contract signed by the Customer, a document with a detailed breakdown of the charges relating to ferry crossings made at the Affiliated Entities and, if the Customer has made a specific request to Telepass in accordance with the provisions of Article 2.5, letters a) and b), a copy of the invoices (or other accounting documents) issued by the Affiliated Entity or by Telepass relating to the amounts due for the use of the Transport Service and charged by Telepass itself during the reference period.
- 2.5 With regard to the invoicing of Transport Services used by the Customer, the following provisions apply:
- a) For Affiliated Entities that have entrusted Telepass with the processing and transmission of invoices issued by the Affiliated Entities themselves, Telepass, where requested by the Customer in the manner indicated below, shall send, within the terms and in the manner provided for in the Telepass Contract, in the name and on behalf of the Affiliated Entity concerned, a copy of the invoices (or other accounting documents) issued by the latter and relating to the amounts due for the use of the Transport Service and charged during the reference period;
 - b) for Contracted Parties for whom, on the basis of any agreements concluded, Telepass is required to issue invoices in its own name, the latter, if requested by the Customer in the manner indicated below, will send, within the terms and in the manner provided for in the Telepass Contract, a copy of the invoices (or other accounting documents) issued by Telepass itself and relating to the amounts due for the use of the Transport Service and charged during the reference period;
 - c) otherwise, for all other Affiliated Entities, other than those referred to in the previous letters.
 - a) and b), the Customer who has used the Transport Service by means of the Ferry Payment Service, if interested, must go to the ticket office or information point of the Affiliated Entity and request, upon presentation of the ticket, the processing and printing of the invoice by the Affiliated Entity.

The request for the processing and transmission of invoices, as referred to in points a) and b) above, may be made through the reserved area of the website and/or through the Telepass app, at a sales/assistance point authorised for this purpose by Telepass, by calling the Telepass Call Centre number or through other channels activated from time to time.

The list of Affiliated Entities for which the invoice processing and transmission service or the Telepass invoicing service is active or inactive is available on the website (in the Support section) and on the Telepass app, and can also be requested at sales/service points.

Art. 3 – Activation and deactivation of the Ferry Payment Service

3.1 To activate and use the Ferry Payment Service, the Customer must accept these terms and conditions.

Acceptance of these terms and conditions is considered finalised, by conclusive facts, when the Customer first uses the Telepass device (and/or any other instrument/ticket provided) to use the Ferry Payment Service. Activation and use of the Ferry Payment Service will be unavailable if the Customer has deactivated the service used to access and pay for parking at the facility.

The Customer retains the right to deactivate the Ferry Payment Service at any time using the procedures provided by Telepass and indicated on its app and website. Deactivation of the Ferry Payment Service will also result in the automatic deactivation of the access and payment service for car parks in the facility.

3.2. It is understood that in the event of termination or suspension, for any reason, of the Telepass Contract in accordance with the relevant terms and conditions, the Ferry Payment Service will cease and be suspended automatically.

Art. 4 – Failure to authorise the Transport Service

4.1 If Telepass verifies that a Telepass device is not authorised (for example, following a report of theft or loss, suspension or deactivation), authorisation to use the Transport Service via the Ferry Payment Service will not be granted.

4.2 In particular, if authorisation is denied at the terminal, the Customer may be allowed access to the transport service after purchasing and collecting a ticket from the ticket office and/or cash desks of the Affiliated Entity.

Art. 5 – Ferry Payment Service Costs

5.1 The Ferry Payment Service is included among the Pay Per Use Ancillary Payment Services – available to customers who hold a Telepass Contract – provided on a “Pay Per Use” basis.

Therefore, in the event of one or more uses of the Ferry Payment Service, the Customer shall pay Telepass the relevant service costs provided for in the Telepass Contract.

Art. 6 – Relations with Affiliated Entities

6.1 The relationship concerning the provision of the Transport Service, which the Customer uses by means of the Ferry Payment Service, is established directly with the Affiliated Entity and exists exclusively with the latter.

The Customer expressly acknowledges that Telepass, in accordance with the provisions of the Telepass Contract, is and will remain uninvolved in the relationship between the Customer and the Affiliated Entities that manage the Transport Services and related matters, such as the violation of the rules of use, the application of tariffs and any additional amounts and/or discounts, which are processed exclusively by the Affiliated Entities.

Therefore, for any dispute arising from such relationships (including any disputes relating to the amounts charged for the use of the Transport Service), as well as for the exercise of any related rights, the Customer must contact the Affiliated Entity exclusively, with Telepass remaining in no way liable for the Customer's regular use of the services offered by the Affiliated Entities, even if the relevant payments have already been made using the Telepass Device (and/or any other instruments/titles that may be provided).

Art. 7 – Modification of the contractual conditions

7.1 Telepass S.p.A. reserves the right to unilaterally amend these terms and conditions, as accepted by the Customer, in the cases, in the manner and with the effects set out in the specific provision laid down in this regard in the terms and conditions of the Telepass Contract held by the Customer, in compliance with the protections provided therein. 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.

7.2. Telepass also reserves the right to update, with a specific effective date, the rules and conditions relating to the Ferry Payment Service, giving prior notice to Customers through its own channels and making them available to them by publishing them on its website and, where applicable, in the app, and to provide, that these terms and conditions will be considered accepted by the individual Customer, by conclusive facts, when the latter, after the effective date of the same, uses the Telepass Device (and/or any other instrument/ticket provided) to use the Ferry Payment Service, or expressly declares their acceptance of the same through the appropriate instruments (e.g., the app) made available to them by Telepass. In this case, the updated terms and conditions shall apply to the relationship between the individual Customer and Telepass, replacing the previous ones, from the moment of their acceptance.

Art. 8 - Information on the Processing of Personal Data

8.1 The Customer's personal data strictly necessary for the provision of the Ferry Payment Service is processed by Telepass as data controller, in the manner and with the characteristics described in the privacy policy provided to the Customer at when signing the Telepass Contract, which is always available - in its most up-to-date version - in the reserved area of the App and on the website www.telepass.com.

8.2 Without prejudice to the provisions of the previous paragraph, the Customer's personal data necessary for the use of the Ferry Payment Service provided by the Affiliated Entity and for the fulfilment of the related charges and checks are communicated by Telepass to the Affiliated Entity and processed by the latter as an independent data controller in accordance with its own data processing policy.