

TERMS AND CONDITIONS FOR USE OF THE TELEPASS WEBSITE AND APP

These terms and conditions (**'T&Cs'**) set out the rules governing the use of the website accessible via the domain name 'telepass.com', available at the address 'www.telepass.com', and all its subdomains (**'Website'**), as well as the Telepass Apps – downloadable from the App Store (iOS) or the Play Store (Android) – which enable Customers to use and manage the Telepass Services (**'Apps'**).

The Website and the Apps are owned by Telepass S.p.A., with its registered office at Via Laurentina, 449 – 00142 Rome (RM), VAT No. 09771701001 (**'Telepass'**).



DEFINITIONS

For the purposes of these T&Cs, the following definitions apply:

'Members' Area': the section of the Website and/or the App accessible via Login Details;

'Customers': Customers who hold one of the Telepass contracts;

'Credentials': *username* and *password* or, where required, telephone number and PIN code;

'Personal Data': any information relating to an identified or identifiable natural person; 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;

'Telepass Services': services covered by Telepass contracts (for example, payment for fuel, payment for parking on so-called 'blue zones', Roadside Assistance, etc.);

'User(s)': any entity, whether a natural or legal person, who visits the Website and/or the App, even without being registered.



1. REGISTRATION AND USE OF THE WEBSITE AND APP

Access to and use of the Website and Apps are intended solely for Users aged 18 or over.

To purchase certain Telepass products and Services via the Website and/or Apps, and to manage them via the Members' Area, the Customer must register in accordance with the procedure provided by Telepass.

Upon registration, the User must create their own login details by entering a valid email address or username, as well as an alphanumeric access code (**'Password'**); both credentials will be required to access the Members' Area. The User may at any time retrieve or change their Password by following the instructions provided by the system.

During the registration process, the User may be asked to provide further details such as first name, surname, date of birth, address, tax reference number, and mobile phone number.

Users who have a unique, strictly personal code (**'ID Code'**), where applicable, provided by Telepass to the customer via email or post to the address supplied to Telepass by the User, may enter it when activating the registration process. Entering the ID code will also allow you to access the Members' Area once the registration process is complete.

If you lose the aforementioned ID code, you can initiate the recovery procedure by clicking on the dedicated link. The User must then enter some additional details (e.g. tax code, device code), which the system will use to verify the User's identity. An email will then be sent to the address provided during registration or when opening the Telepass contract. Alternatively, if the User has not provided an email address, the ID Code will be sent by Telepass to the address provided when signing the Telepass contract or to any address subsequently updated.

If the User does not complete registration after providing their email address and/or other required details, they may receive a limited number of messages prompting them to complete registration.

The services available in the Members' Area of the Website and the Apps allow the User to view, consult and amend their contractual details. In this regard, the User acknowledges responsibility for the data they provide and/or amend and undertakes to comply with the rules and obligations set out below.



2. PASSWORD AND USER SECURITY

The User is solely and exclusively responsible for maintaining the secrecy and confidentiality of their Credentials and any ID Code and, consequently, is solely and exclusively responsible for all uses thereof, whether authorised or unauthorised by the User. Furthermore, the User assumes sole responsibility and undertakes to indemnify and hold Telepass harmless from any claim, demand or threat relating to or arising from the use or misuse of the Members' Area, within the time limits laid down by current legislation. The User undertakes not to use the Website, the Apps and the associated Members' Area to carry out fraudulent activities or activities that cause damage or disruption to third parties and/or to Telepass, or which generally breach applicable laws and regulations.

In relation to the above, the User undertakes to notify Telepass immediately via the support channels made available by Telepass, any unauthorised use by third parties of their Credentials and/or ID Code or any other security breach of which they become aware, and hereby undertake to indemnify and hold Telepass harmless from any and all claims, including claims for damages, arising directly or indirectly from the aforementioned use or misuse by any person, within the time limits set out in the applicable legislation.



3. ACCOUNT DELETION

The User is entitled to request the deletion of their account via the Apps or by sending an email to telepass@pec.telepass.it, through the support channels and any other methods made available to the User by Telepass.

Should the User wish to reactivate their personal account, they must follow the registration procedure set out in Paragraph 1 once again.



4. INTELLECTUAL PROPERTY AND INDUSTRIAL RIGHTS

The Website and the Apps, including all their respective components, features and content, including – by way of example and without limitation – the software, IT architectures, databases, web pages, graphic layouts, navigation structure, text, images (static and moving), animations, sounds, videos, logos, trade marks (registered and unregistered), distinctive signs, domain names/subdomains, technologies, ideas, know-how, processes, methods, algorithms and, more generally, any other creative work, documentation or material made available to the public, or in any way connected to, via the Website and/or the App, as well as via the Telepass Social Media Channels (collectively, '**Telepass Content**'), are and shall remain the exclusive property of Telepass and/or its licensors.

The Telepass Content is subject to national and international laws governing intellectual and industrial property, including legislation on copyright, trade marks, patents, trade secrets and unfair competition.

Users are expressly prohibited, unless expressly authorised in writing by Telepass, from:

- a) copy, reproduce, distribute, transmit, disseminate, publicly display, modify, adapt, translate, decompile, disassemble or create derivative works based on Telepass's Content;
- b) to use *reverse engineering* techniques on Telepass Content;
- c) remove, obscure or alter copyright notices/symbols, trade marks or other notices/symbols relating to Telepass's proprietary rights;
- d) to use robots, spiders, website search/crawling applications, or other automated devices to access, retrieve, *scrape* or index any part of the Website, the App and Telepass Content, including through the use of Artificial Intelligence models or systems;
- e) to rent, license, sell, assign, lend, transfer, distribute or commercially exploit, in any way, the Telepass Content.

The User is granted a limited, non-exclusive, non-transferable, non-sublicensable licence, which may be revoked at any time, to:

- a) access the Website and the App and view the Content of Telepass;
- b) use the Website and the App exclusively for personal and non-commercial purposes;
- c) to create a temporary *cache* copy of Telepass Content solely for the purpose of viewing it via the Website or the App.

Any use of Telepass Content not expressly authorised constitutes an infringement of Telepass's intellectual and industrial property rights and may be subject to civil and criminal proceedings in accordance with the applicable legal provisions.

Telepass reserves the right to:

- a) claim compensation for all damages suffered;
- b) to immediately revoke the licence granted for the use of Telepass Content (including by immediately closing or deactivating the Members' Area);
- c) demand the immediate cessation of any unauthorised use of Telepass Content;
- d) take any other measures provided for by law to protect its rights.

The provisions of this section of the T&Cs shall survive the termination, for any reason, of the User's use of the Website or the App.



5. AMENDMENTS TO THE T&C

Telepass reserves the right to amend these T&Cs in whole or in part by publishing such amendments on the Website. Users are therefore required to review these T&Cs frequently and re-read them periodically, so as to remain informed at all times of the applicable terms and conditions, it being understood that any amendments will be made at no cost to Users. It is understood that Users' continued use of the Website and the Apps following any amendment to these T&Cs constitutes acceptance of the changes made.

The User retains the right to request deletion of their account if they do not wish to accept these new T&Cs.



6. LIMITATIONS OF LIABILITY

Telepass undertakes to use the best technology known to it and the best resources at its disposal to ensure the functionality of the Website and the Apps. The User nevertheless acknowledges and agrees that Telepass shall in no circumstances be held liable for any delays or malfunctions of the Website or the Apps arising from events beyond Telepass's reasonable control, such as, by way of example: (i) events of force majeure; (ii) events attributable to third parties, such as, by way of example only, the interruption or malfunction of telecommunications operators' services and/or power lines; (iii) malfunction of the terminals or other communication systems used by the User.

In the event of an interruption to the functionality of the Website and/or the Apps, Telepass undertakes to restore them as quickly as possible. The User, acknowledges and agrees that Telepass shall under no circumstances be held liable for any acts or omissions committed by the User that contravene the obligations assumed by the User under these T&Cs, nor shall it be held liable for any malfunctions arising from faults in the equipment essential for access, from the improper use of such equipment and/or from the methods of accessing the Website or the Apps.



7. LINKS RELATING TO THIRD-PARTY CONTENT

The Website and/or the Apps may contain advertising material from parties outside the Telepass group and/or links to third-party content. Telepass accepts no liability for the availability, accuracy, lawfulness and/or quality of such third-party content, nor is it liable in any way for the content and/or accessibility of third-party content, or for any links contained therein.



8. PROCESSING OF PERSONAL DATA

The methods and purposes for which Telepass collects and processes the User's personal data whilst browsing the Website are set out in the Website Privacy Policy, the most up-to-date version of which is available in the Privacy section of the website www.telepass.com.

Should the User wish to report any misuse of their personal data or their login credentials for the Website or the App, or to exercise any of the rights provided for under the applicable legislation (Regulation (EU) 2016/679), they may send an email to the email address privacy@telepass.com or write to the Data Protection Officer (DPO) at the email address DPO@telepass.com or to the other contact details set out in the Privacy Policy.

The types of cookies used by the Website, their and how to remove and disable them are described in the Cookie Policy, the latest version of which is available in the footer of the Website.



9. APPLICABLE LAW AND JURISDICTION

The laws of Italy govern these terms and conditions.

In the event of any disputes arising between the Parties regarding the validity, interpretation, performance and/or termination of these T&Cs, the courts of Rome shall have exclusive jurisdiction, except in cases where the User of the Website may be defined as a 'consumer' within the meaning of Legislative Decree No. 206 of 2005 or the legislation of their State of residence or domicile: in which case, the courts of the consumer's place of residence or domicile shall have exclusive jurisdiction.