

## GENERAL TERMS AND CONDITIONS FOR REGISTRATION ON THE TELEPASS WEBSITE

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### PREAMBLE

The following General Terms and Conditions of Registration (hereinafter the "General Terms and Conditions") refer exclusively to the registration procedure for the websites of TELEPASS S.P.A, a sole shareholder company subject to the management and coordination of Atlantia S.p.A., tax code and registration number at the Rome Companies Register 09771701001, Economic and Administrative Index [REA]-Rome No. 1188554, with registered office at Via Bergamini, 50 - 00159 Rome (hereinafter also "TLP").

The web addresses through which it is possible to access registration on the TLP website include, by way of example and without limitation, the following: [www.telepass.it](http://www.telepass.it); [www.telepass.com](http://www.telepass.com), [www.telepass.eu](http://www.telepass.eu), [telepass.fr](http://telepass.fr), [telepassfrance.com](http://telepassfrance.com) and [telepass.es](http://telepass.es) ("Website"); other addresses and websites may be made available to users in future.

Anyone wishing to use the Services available free of charge to registered users and to purchase TLP goods and services (it is specified that, with reference to the purchase of TLP goods or services, there are separate General Conditions) must first register with the Website as a User of the Services (hereinafter the "User") in accordance with the instructions set out in paragraph 1. and accept these General Terms and Conditions, which will be deemed expressly understood and accepted in any case if the User ticks in the box next to "Acceptance of Rules and Conditions" (see paragraph 1.3).

Registered Users with devices equipped with Internet connectivity will also be able to install the software application free of charge, allowing them to access certain free Services via mobile telephony.

The General Terms and Conditions will also apply to any new Services available free of charge that will be provided to Customers in the future, unless otherwise provided for.

### 1. REGISTRATION PROCEDURE

**1.1** In order to access the Free Services provided by the Website or to proceed with the signing of a Telepass contract and use the applications for devices which have Internet connectivity, it is necessary to register as a User, after completing the application form, which will appear on the screen when selecting the registration or new contract option, in accordance with the procedure referred to in this paragraph.

**1.2** When registering, the User must create his/her own login by entering a valid email address or username and an alphanumeric access code ("Password"); both these credentials will be essential for accessing the Free Services free of charge and for purchasing goods and services. The User may recover or change his/her Password at any time according to the instructions provided by the system (for User Security see paragraph 5).

**1.3** Once this information has been entered, together with other personal data such as, by way of example, first name, surname, date of birth, address, tax code and mobile telephone number, the User, having seen these General Terms and Conditions (which are provided on the registration screen and can always be found on the website) and if deemed acceptable thereby, can select the tick box next to the phrase "Acceptance of Rules and Conditions", by which the User declares that he/she has carefully read and expressly accepted all the terms in these General Terms and Conditions, as well as the Privacy and Cookies rules, also provided on the registration screen and always available on the website. Failure to accept these General Terms and Conditions will prohibit the User from continuing with the registration procedure. Failing registration, it will only be possible to access the unrestricted areas on the Website (e.g. homepage).

**1.4** Once the first stage of the registration procedure has been completed, the User will receive an email verification in the email box indicated. This email will enable TLP to verify the User's email account ownership by a text message that requires the User to select the link provided. This link, which will remain active for a limited period (indicated to the customer at the end of the process), if clicked, will return the User to the TLP site and the registration procedure will then be completed.



## 2. USERS POSSESSING AN ID CODE

**2.1** Users who possess a strictly personal unique code ("ID code"), having received it from TLP by signing a Contract, by email or by post to the address provided to TLP by the User, may enter it when the registration procedure is activated.

**2.2** Once the registration procedure has been completed, entering the ID code will also allow access to the site's reserved area (formerly the Telepass Club), allowing the use of the Services available there, and for the purchase of goods or services (subject to the acceptance of separate General Terms and Conditions provided for with specific reference to purchases).

**2.3** In the event that the aforementioned ID code is lost, the User may activate the recovery procedure by pressing the link that activates the relevant procedure. The User must then enter additional data (tax code and date of birth, unless otherwise stated) with which the TLP system will verify the identity of the User. An email will then be sent to the email address provided at the time of the registration procedure or during the stipulation of the contract, containing a link to the TLP Website, which must be clicked by the User to be redirected to the registration procedure. Otherwise, if the user has not provided the email address, the ID code will be sent by Telepass to the address provided when the Telepass contract is signed or to that amended subsequently.

**2.4** Services located in the website's reserved area, accessible following registration and entry of the ID code, allow the User to view, consult and change his/her contractual data. In this respect, the User acknowledges that he/she is responsible for any data that he/she has provided and/or changed and agrees to comply with the rules and obligations described below.

**2.5** Users with ID codes, who have already registered prior to 08/02/2017, will be subject to the general terms and conditions already accepted (General Terms and Conditions of the Services offered through the Telepass Club Area) if different from these General Terms and Conditions.

**2.6** Users with ID codes, who register for the first time, in order to access the reserved Area of the website, declare that they also accept the conditions relating to access to the Free Services listed in the reserved area of the website and, in particular, the fact that such Free Services, reserved for Current Account Viacard and Telepass holders, are provided indefinitely and may be modified, suspended or discontinued by Telepass after notification to be given to the User with at least 60 days' notice on the website or by email.

## 3. PERSONAL DATA PROCESSING

**3.1** The User is informed that registration with the Website enables TLP to manage and process the User's personal data entered during the registration phase, as well as data relating to contracts concluded with TLP.

**3.2** TLP will process personal data, as provided during registration and as may be supplemented or amended by TLP, in hard copy and/or electronically for the purposes connected with and/or suitable for browsing the Website and/or the use of the Free Services that are provided to the User or future related and connected available Services, subject to information provided by TLP, through the Website. The data will be processed by means of tools and/or methods designed to ensure the confidentiality and security of the data.

**3.3** In any case, for further information on TLP's Privacy regulations, please refer to the Privacy Policy published on the Website.

## 4. PROCESSING OF COOKIES

**4.1** No data will be acquired by the Website unless it is knowingly provided by the User. TLP may use technology to collect and store information when Users access the Website or use a Free Service, which may involve sending one or more cookies to their devices. In this case, the User's personal data is not acquired by TLP and no use is made of cookies for the transmission of personal information. Cookies are used in an aggregate manner and are not intended to trace the identity of the visiting User. They allow the User's navigation habits to be observed in order to improve the Services offered and make navigation on the website more secure and more efficient.

**4.2** However, Users may set the browsers of their devices to refuse cookies.

4.3 In any case, for further information on TLP's Cookies regulations, please refer to the Cookies Policy published on the Website.

## 5. USER PASSWORD AND SECURITY

5.1 The User is solely and exclusively responsible for maintaining the secrecy and confidentiality of his/her Username and/or Password and/or any ID Code and, consequently, is solely and exclusively responsible for all uses of his/her Username and/or Password and/or any ID Code, whether authorised or not by the User. In addition, the User will be solely responsible for all his/her activities in connection with the Services and agrees to indemnify and hold harmless TLP from any claims or threats relating to or arising from the use or abuse of his/her participation in the Services, within the time limits provided for by the regulations in force. The User agrees not to use the Services to engage in fraudulent activity or to cause damage or disruption to third parties and/or TLP or, in general, to breach the laws and regulations in force.

5.2 In relation to the above, the User undertakes to immediately notify TLP at [telepass@pec.telepass.it](mailto:telepass@pec.telepass.it), of any unauthorised use by third parties of his/her Username and/or Password and/or ID Code or any other security breach of which he/she become aware, undertaking henceforth, however, to indemnify and hold harmless TLP from any and all claims, including for compensation for damages, brought and/or arising, directly or indirectly, from the above use or abuse by any person, within the time limits established by the regulations in force.

## 6. SERVICES AVAILABLE FOLLOWING REGISTRATION

6.1 Having registered and accessed the Website using the Username and Password, the User will have a number of options. In particular, the User may:

- a) view unrestricted content and content reserved for registered Users, including any Free Services (e.g. weather and traffic etc.) which may be included on the TLP website, at the latter's discretion, even after acceptance of these General Terms and Conditions;
- b) purchase goods or services from Telepass and/or third parties, subject to acceptance of the relevant General Contractual Conditions;
- c) access the Website's reserved area, if he/she is already a Telepass customer.

## 7. PROPRIETARY RIGHTS OF TELEPASS AND THIRD PARTIES

7.1 The user expressly acknowledges that all intellectual property rights that can be protected on the basis of copyright laws or other provisions, including, but not limited to, know-how, source code, software, hardware, projects, applications, patents, industrial secrets, formulae, algorithms, models, databases and similar rights relating to the Services, data and other materials originating from TLP or otherwise made available by TLP under these General Terms and Conditions are and will remain the property of TLP or the persons of whom TLP is a legitimate licensee.

7.2 TLP grants the User a personal, non-transferable, non-exclusive licence to use the Services on a single computer or another device in accordance with the General Terms and Conditions, it being understood in any case that the User may not copy, modify, sell, assign, license, confer, transfer to any third party or create works derived from any right of TLP or allow third parties to do so via the User or his/her computer.

7.3 Finally, the User acknowledges that all Website content (software, images, graphics, photographs, music, sound, video and texts) is protected by the regulations in force on copyright, trademarks, service marks, patents or other proprietary rights and laws. Therefore, the User may not copy, reproduce or distribute such content without express permission from TLP or the Advertiser.

7.4 The User's right to use the Services is personal and non-assignable. The User is prohibited from reselling or making any other commercial use of the Services without the written consent of TLP.

7.5 TLP may provide links to other sites or other Internet/Web resources. The User acknowledges and agrees that TLP may not be held responsible for the operation of such sites or external resources in any way. TLP is not required to check and does not check the content of such sites and accepts no responsibility for the content and/or material, including advertising, disclosed on such sites or external resources or for the products or services offered there. Such products or services may not be deemed to be sponsored, shared or supported by TLP in any way and, therefore, the User accepts all liability for any purchases of such products or services.

## 8. CHANGES TO THE GENERAL TERMS AND CONDITIONS

**8.1** The User authorises TLP to send the General Terms and Conditions, any special conditions and all subsequent amendments, which constitute all contractual terms of provision of the Services, to either his/her email address, or also to the private section of the Website.

The User undertakes to print on paper or on a suitable durable medium and to keep the General Conditions and all subsequent amendments that may be made to them.

**8.2** TLP reserves the right to amend the clauses of the General Terms and Conditions, in addition to those relating to the duration and/or characteristics of the Services, also taking account the technological development, without affecting the quality of the Services themselves, for justified reasons, providing notice thereof on the Website.

**8.3** The User may request cancellation of the account if he/she does not wish to accept the new Conditions, in the manner set out in paragraph 10 below.

## 9. INDEMNITY

**9.1** The User undertakes to use the Services solely for lawful purposes permitted by applicable laws, customs and customary practices and due diligence rules, in all cases without prejudice to third-party rights and with particular regard to data protection rules, laws on the protection of intellectual and industrial property and telecommunications legislation.

**9.2** The User assumes full and sole responsibility for the content of any messages and text sent thereby or on his/her behalf to any third party through the Services, acknowledging sole responsibility therefor, and relieving TLP and any persons associated therewith or controlled thereby, its representatives, employees and any partners of TLP of any subsequent claim for damages or recourse and reimbursing TLP for any costs arising from third-party claims or actions against it for damage caused by the User or persons authorised by the User to access the Services.

## 10. ACCOUNT CANCELLATION

**10.1** The User may request the cancellation of the account by sending an email to the address [telepass@pec.telepass.it](mailto:telepass@pec.telepass.it) or by using the request form on the Website or any other methods made available to the User by TLP.

**10.2** If the User wishes to reactivate his/her personal account and be able to use the Free Services available on the TLP Website, he/she must follow the Registration procedure under Paragraph 1 again.

## 11. COMPLAINTS

**11.1** The User may send TLP any complaints about the Services by email to [telepass@pec.telepass.it](mailto:telepass@pec.telepass.it) or to the other various addresses indicated on the Website support page.

## 12. SUSPENSION, DISCONTINUATION AND CHANGE OF SERVICES BY TELEPASS

**12.1** The Services are provided for an indefinite period of time.

**12.2** TLP may permanently modify, suspend or discontinue the provision of one or more free Services at any time. In particular, TLP may discontinue the provision of the Services to the User, removing the relevant account with immediate effect and without prior notice in the following cases:

- a) when the User does not provide up-to-date, complete and truthful personal data;
- b) when the User uses the Services for illegal purposes or for the transmission or exchange of material that is unlawful, harassing, racist, libellous or defamatory, that is detrimental to the privacy of others, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable, or that infringes or might infringe the intellectual or industrial property rights or other rights of third parties; that harasses, disturbs or causes harm to minors in any way (violence, paedophilia or exploitation etc.);
- c) when the User uses the Services for the transmission or exchange of viruses, chain letters or for an unrequested mass distribution of emails;
- d) when the User breaches the General Terms and Conditions or the particular terms and conditions applicable to a Service.

**12.3** TLP will not be liable vis-à-vis the User for delays, malfunction, suspension and/or interruption in the provision of the Services caused by force majeure events or by unforeseeable circumstances, tampering or unlawful interference with services or equipment by third parties or improper use of the Services by the User. TLP reserves the right to suspend and/or discontinue Services in the event of congestion and/or system overload, and in order to ensure routine and extraordinary maintenance, without assuming any responsibility.

**12.4** The use of the Services requires acceptance of these rules and conditions. The Services may be altered, updated or discontinued, temporarily or permanently, at any time. In such cases, TLP undertakes to make known the changes/updates/discontinuations and to notify the User by means of an appropriate notice on the Website.

### **13. APPLICABLE LAW AND JURISDICTION**

**13.1** This agreement is governed by Italian law, without prejudice to the application of its rules in the event of a conflict of laws regarding data processing.

**13.2** In the case of a User/consumer, the competent jurisdiction shall be that of the place of residence or elected domicile of the consumer, according to the applicable law.

**13.3** The Privacy and Cookies regulations set out in Paragraphs 3. and 4. above are valid for all the Services offered by TLP.

**13.4** If TLP receives formal written complaints regarding the interpretation and execution of the above Privacy and/or Cookies regulations, the Italian Privacy Authority or the Court of Rome shall have jurisdiction, unless otherwise decided by the competent authorities.