

## TELEPASS S.P.A.

### GENERAL TERMS AND CONDITIONS FOR THE USE OF THE TOLL COLLECTION SERVICE WITHIN THE TELEPASS NETWORK

#### **Recitals**

Telepass S.p.A., (hereinafter “**Telepass**”), a company organised and existing under the laws of Italy, company with sole shareholder subject to the direction and coordination activity of Atlantia S.p.A., with its registered office at Via Alberto Bergamini 50, 00159, Rome, Italy, VAT number 09771701001, share capital Euro 26.000.000,00, on account of its agreements with the Italian toll charger Autostrade per l'Italia S.p.A. and the managing entities of certain affiliated car park and ferry transportation operators (“**Toll Chargers**”), provides electronic payment services in Italy.

Via the electronic payment service provided by Telepass, natural or legal persons (“**Customer/s**”) whom or which, by way of their agreements with electronic payment service providers in Spain, Portugal or in France, are entitled to use a device (fitted with a personal account number “PAN” issued by Telepass which univocally identifies the device itself) for interoperable electronic payment services (“**Device**”), are entitled to pay the applicable fee, charge or other duties (the “**Toll**”) levied by the Toll Chargers for the circulation and/or access to Italian motorways, car parks and ports for ferry transportation (“**Telepass Network**”). A list of the car parks and ferry accesses covered by the Telepass’ payment service are available on the [www.telepass.com](http://www.telepass.com) website and at any “**PuntoBlu**” (customer service counters available in Italy, a list of which is available on the [www.telepass.com](http://www.telepass.com) website). The list of car parks and ports for ferry transportation may be updated by Telepass from time to time.

The following categories of vehicles (“**Vehicle/s**”) are authorised to access the Telepass Network:

- motorcycles and tricycles over 150 cc, also with side-car;
- vehicles with 2 axles, with trailer with vehicle weight of 3,5 tons or lower and height between 2 and 3 metres.

The Customer should be aware that certain additional restrictions for Vehicle access may be included in the terms and conditions for the use of the infrastructures (car parks and ferry access). Indications in this respect are made available by the relevant operators within the relevant facility and/or on their website.

The Customer, in order to access the Telepass Network, (i) must accept the present Terms and Conditions, through the electronic payment service provider with whom the Customer signed a subscription agreement allowing the use of a Device (“**Operator**”); (ii) must accept the terms and conditions for the use of the portion of the Telepass Network under the authority of Autostrade per l'Italia S.p.A. (“**Autostrade T&Cs**”) and (iii) must abide by the rules of use of the affiliated car park and ferry transportation operators made available by the mentioned operators within the relevant facility and/or on the operator’s website.

#### **1) General Terms**

These terms and conditions govern the use of the Device within the Telepass Network.

The Customer expressly recognises that Telepass and the Operator shall remain extraneous to the relationship between the Customer and the Toll Chargers for matters concerning, but not limited to, the violation of the rules of use of the Italian motorway, affiliated car parks and ferry transportation, the charging of Tolls and of any other additional amounts and/or the application of discounts that are processed exclusively by the Toll Chargers.

Therefore, for any claims arising out of such relationships, as well as for the exercise of any rights connected thereto, the Customer shall refer exclusively to the Toll Chargers, waiving any liability whatsoever on the part of the Operator and/or Telepass regarding the proper use by the Customer of the

services provided by the Toll Chargers, including cases where the respective payments have already been made using the Device. Payment orders transmitted by means of the Device shall be irrevocable and therefore, the Customer shall remain obligated to make the related payments.

## **2) Use of the Device within the Telepass Network**

Access to the Telepass Network is granted only to Customer's Vehicles whose license plates have been registered through the service channels made available by the Operator. Within the Telepass Network each Device may be associated with a maximum of one license plate (including motorcycles), provided that a license plate cannot be associated with more than one Device. The Customer undertakes to notify Telepass in a timely manner, via the Operator, regarding any change to his/its data, including data related to the identity documents and any change to the license plate of the Vehicle associated with the Device. The data can be updated using the customer service channels made available by the Operator.

A Customer who intends to use a Device to pay for Tolls must access the relevant part of the Telepass Network through the dedicated equipped lanes, which can be identified by horizontal and vertical signage bearing the "Telepass" logo.

### *(i) Italian national fare motorway network*

For use of the Devices within the Italian national fare motorway network, please see the Autostrade T&Cs.

### *(ii) Affiliated car parks*

The use of the Device within the affiliated car parks permits the Customer:

- a) entrance to the affiliated car park without purchasing or collecting an entry ticket;
- b) payment for parking at the duly equipped exit gate without need for the Customer to sign any authorisation to charge the relevant amount, or to enter a code.

The Customer shall approach the dedicated gates (with Telepass logo), following the instructions for the transit and the indications provided by the horizontal and vertical signage placed by the entrance to and exit from the affiliated car park. In particular, for safety reasons and in order to allow the collection of data and the correct identification and authorisation of the Device, the Customer shall slow down, in proximity of the dedicated entrance and exit gates, and stop if necessary while awaiting the opening of the barrier providing access to or exit from the affiliated car park. Such operations may be guided by vocal and visual messages that may be provided by the gate and/or parking column automated systems.

At the exit, the Customer may request a receipt attesting the stay and payment for the parking by pressing the appropriate button positioned on the duly equipped gate.

In the event a Device has been disabled for use as a consequence of a theft or loss report, suspension or revoked authorisation for use, the Customer, in order to gain access to the affiliated car park, shall have to pick up the ticket and shall pay using means of payment other than the Device when exiting; if the authorisation is denied at the exit, the Customer shall go to the cash desk or to the information desk of the affiliated car park managing entity, carrying the Device, and shall proceed with an alternative method of payment.

### *(iii) Affiliated ferry transportation operators*

The use of the Device in the duly equipped lane permits the issue of a ticket for private ferry vehicle transport and the respective payment, including any applicable additional charges.

For the purpose of completing the payment transaction for private ferry transport by affiliated ferry transportation entities, the Customer shall approach the dedicated lane (with Telepass logo), following

the instructions provided by the horizontal and vertical signage placed by the lane. In particular, for safety reasons and in order to allow the collection of data and the correct identification and authorisation of the Device, the Customer shall slow down, in proximity of the dedicated lane, and stop in order to supply the relevant information, where requested, to the user interface posts, and await the issue of a ticket, the opening of the barrier and the green signal. Such operations are guided by visual messages that may be given by the user interface post automated system. An audio link with an operator is further provided to communicate with the Customer upon request.

In the event a Device has been disabled for use as a consequence of a theft or loss report, suspension or revoked authorisation for use the Customer the Customer may be given access to the ferry transport by affiliated ferry transportation entities after purchasing and collecting a ticket from the ticket office and/or from the cash desk of the affiliated entity.

### **3) Theft or loss of the Device**

In case of theft or loss of the Device the Customer shall immediately notify Telepass using the Customer service channels made available by the Operator. Payment of the Tolls will not be due by the Customers starting from the time of receipt of the above notification by Telepass. Telepass will not be liable towards the Customer in case of late notification by the Operator of any of the above events

### **4) Issuance and delivery of invoicing documents**

The Tolls for the use of the Telepass Network shall be invoiced by the Toll Chargers to the Customer and will be made available to the Customer by the Operator according to the billing cycle agreed with the same. Tolls may be invoiced by Toll Chargers up to 12 months after the transit/use.

The Toll applied in the invoice shall be those in effect at the time of transit/use of the Telepass Network.

Any communication of claims related to the amounts invoiced and charged shall be transmitted to Telepass, using the Customer service channels made available by the Operator, within 60 days from the date of receipt by Customer of the invoice.

The amounts stated in the invoices shall be collected from the Customer by the Operator, according to the payment terms agreed with the same and settled by the Operator itself.

### **5) Termination**

In case of termination of the service subscription agreement signed with the Operator, the Customer shall not be entitled to use the Device for electronic payment of Tolls within the Telepass Network, and the present General Terms and Conditions shall be automatically terminated.

The Customer is entitled to terminate the provision of the service by giving notice in this respect to Telepass via the Operator.

Telepass has the right to terminate the provision of the service, with immediate effect (pursuant to article 1456 of the Italian Civil Code) in case:

- The service is used by unauthorised entities (not the Customer) or through unauthorised vehicles
- Of fraudulent use of the Device in order to avoid the payment of the Tolls due;
- Of false notice of theft/loss of the Device;
- The Customer does not update its data and information.

Termination will be notified to the Customer by the Operator.

Telepass will not be liable towards the Customer in case of late notification by the Operator of any of the above events.

### **6) Relations with Telepass**

In the absence of timely communication of any changes, to be made using the customer service channels of the Operator, the address provided to Telepass by the Customer via the Operator shall be considered, for all purposes as the Customer's address.

The Customer will request first level assistance from the Operator. Nevertheless the Customer may contact Telepass at the following address: Telepass S.p.A. Customer Care – P.O.-Box 2310 Succursale 39-50123 Florence, fax No (+39) 055 420 2373 or (+39) 055 420 2734.

### **7) Periodic Communication and amendments of these Terms and Conditions**

Telepass may amend the present terms and conditions in order to render the service compliant with any new requirements of an administrative, technical or managerial nature, notifying the Customer accordingly via the Operator at least 30 days before the entry into force of the new rules. The effective date of such amendments shall be indicated

Should the Customer disagree with the proposed amendments it shall be entitled to withdraw from these General Terms and Conditions with immediate effect within 60 (sixty) days from the receipt of the unilateral contractual amendment proposal without incurring into any penalties, being further entitled to the validity of the previously applied conditions up to the cessation of the contractual relationship. In the absence of a withdrawal request during the stipulated period, the amendments shall be considered accepted. In case of withdrawal the Customer shall not be entitled to use the Device for electronic payment of Tolls within the Telepass Network, and the present General Terms and Conditions shall be automatically terminated.

The above shall not apply in cases of amendments mandated by legal norms and/or by mandatory decisions of competent authorities, which amendments shall apply with immediate effect in the manner and within the times stipulated by the regulatory provisions that introduced said amendments, without giving prior notice.

The present terms and conditions are binding upon the Customer from the time of signature of the present form or, without prejudice to the provisions of the above clause, from the effective date of the same.

### **8) Applicable Law**

Italian Law is applicable to the relationship between Telepass and the Customer without prejudice to the application of provisions relating to consumer protection which cannot be derogated from by agreement by virtue of the law.

Date..... Signature.....

Also pursuant to Articles 1341 and 1342 of the Italian Civil Code, the undersigned declares to be fully aware of and specifically accepts, the conditions contained in the following clause: recitals (possible

modification of extension of Telepass Network); 4 (time limit for claim communications), 7 (right to amend the terms and conditions).

The Customer further confirms receipt of a copy of the present terms and conditions.

Date..... Signature.....

**INFORMATION NOTICE**  
**pursuant to Article 14 of Regulation (EU) 2016/679 (“GDPR”)**

With this information notice, the Data Controller, as defined below, wishes to inform you of the purposes for which your personal data is collected and processed, which categories of data are processed and your rights recognized by the legislation on personal data protection and how they can be exercised,.

**1. WHO IS THE DATA CONTROLLER**

**Telepass S.p.A.**, with registered office at Via Alberto Bergamini, 50, Rome, in the person of its *pro tempore* legal representative, is the processor of your personal data (the “**Data Controller**” or “**Telepass**”).

**2. HOW TO CONTACT THE DATA PROTECTION OFFICER**

The Data Controller has appointed a “**Data Protection Officer**” or “**DPO**”, who may be contacted by sending an email to the email address [DPO@telepass.com](mailto:DPO@telepass.com) or by writing to:

Responsabile della protezione dei dati – *Data Protection Officer* (DPO)

c/o Telepass S.p.A.

Via Alberto Bergamini, 50

00159 – Rome

**3. PERSONAL DATA DEFINITION**

According to the GDPR, personal data is defined as: “*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 person*” (the “**Data**”).

**4. PURPOSES FOR THE PROCESSING AND THE RELEVANT LEGAL BASIS**

**4.1.** Telepass collects and processes your personal data for the purpose of performing the contract between you and the Operator, which allows you pay motorway tolls or parking charges in facilities affiliated to the Italian network, *i.e.* for purposes strictly connected with and instrumental to the performance of the management of contractual relations (administrative and accounting activities, complaints management and debt collection) between you and your electronic toll payments service provider (the “Operator”), and the provision of the relevant services (art. 6, paragraph 1, let. b) of the GDPR).

In particular, Telepass collects and processes the following Data (which have been obtained either from the Operator or automatically as a consequence of your transits within the Telepass network) for those purposes:

- Personal details (forename, surname, tax code);
- Address of residence;

- Car/vehicle registration number,
- Information on the location of Telepass system on the motorway network (list of trips/journeys made) and at affiliated shops;
- the personal account number issued by Telepass S.p.A which univocally identifies the device for interoperable electronic payment services (“Device”) made available to you by your Operator;
- in general, any other data and information required for the execution of the contract between you and your Operator.

The Data Controller also has a legitimate interest in processing some of your Data strictly necessary for the prevention of fraud and to provide proof of journeys made on the motorway network, the services used and the transactions performed within the scope of the contract, so as to be able to protect Telepass’s rights and business assets (art. 6, paragraph 1, let. f) of the GDPR).

**4.2.** Your Data may also be processed by the Data Controller for the fulfilment of legal obligations. For example, Telepass may process your data for tax measures connected with the execution of the contract, for managing requests made by public Authorities and for obligations relating to the legislation on the prevention of fraud, money laundering and terrorist financing, where applicable (art. 6, paragraph 1, let. c) of the GDPR).

## **5. DISCLOSURE OF YOUR DATA**

Telepass may disclose some of your Data to third parties in order to carry out the necessary activities to achieve the purposes indicated and described in section 4 above (*e.g.* Autostrade per l’Italia S.p.A. and Telepass’ affiliated entities operating ferries, parking areas and other facilities which can be accessed through the Device).

As an integral part of the processing activities, your Data may be passed on to other companies directly controlled by Telepass, namely Telepass Pay S.p.A., UrbanNext S.A., Telepass Broker S.r.l. and Infoblu S.p.A., or to companies forming part of the Atlantia Group. In particular, your Data may be disclosed to Essediese S.p.A., with which Telepass has arranged a service contract for the supply of administrative services (*e.g.* charging for the location of the Telepass app). Telepass will also pass on your Data to Autostrade per l’Italia S.p.A. and Tangenziale di Napoli S.p.A., both controlled by the parent company Atlantia S.p.A., respectively, for managing requests made by the Authority and to provide you with customer assistance via the contact centre.

Your Data may then be disclosed to third companies offering Telepass logistics services, or to companies carrying out activities for the Data Controller for the technical coordination, assistance and maintenance of information systems and assisting you if you have any questions concerning the Telepass contract and the companies used by Telepass for debt collection purposes.

The aforesaid persons processing your Data on Telepass’s behalf are suitably appointed as Data Processors by the Data Controller.

The list of the data processors may be requested by contacting the DPO on the addresses indicated in section 2 above.

Finally, the Data Controller may disclose your Data to persons requiring it under legal obligations. These persons carry out the respective processing activities as independent data processors.

## 6. WHERE DO WE TRANSFER YOUR DATA

Your personal data will be stored and processed solely within the territory of the European Economic Area (EEA).

## 7. HOW LONG DO WE KEEP YOUR DATA FOR

The Data associated with you will only be processed by Telepass for the time required for the aforesaid purposes.

In particular, the main periods of use and storage of your Data with regard to the various processing purposes are as follows:

- a) For the purposes of execution of the contract between you and your Operator, your Data will be processed by Telepass for the entire duration of the underlying contract between your Operator and Telepass and for as long as obligations or measures connected with the execution of the contract continue to exist and will be kept for a period of 11 years after termination of the contract between your Operator and Telepass solely for purposes connected with the fulfilment of legal obligations or the protection of Telepass's rights;
- b) For the fulfilment of legal obligations, your Data will be processed and stored by Telepass for as long as it needs to be processed to fulfil such legal obligations.

## 8. YOUR RIGHTS AS DATA SUBJECT

During the period for which Telepass holds or processes your Data, you may exercise the following rights at any time, in your capacity as the party concerned by the processing:

- **Right of access** – You have the right to obtain confirmation of the existence or otherwise of processing concerning your Data and the right to receive any information on such processing;
- **Right of rectification** – You have the right to obtain the correction of your Data in our possession, if it is incomplete or incorrect;
- **Right of erasure (“right to be forgotten”)** – In certain circumstances, you have the right to obtain the erasure of your Data present in our archives if it is irrelevant to the continuation of the contractual relationship or not required by law;
- **Right to restriction on processing** – Upon the occurrence of certain conditions, you have the right to obtain a restriction to the processing of your Data if it is irrelevant to the continuation of the contractual relationship or not required by law;
- **Right of portability** – You have the right to obtain the transfer of your Data in our possession to another data controller;
- **Right to object** – You have the right to object, at any time for reasons connected with your particular situation, to the processing of Your Data based on the legitimate interest or on the performance of a task carry out in the public interest or in the exercise of official authority, including profiling, unless the Data Controller has legitimate reasons to continue the processing prevailing over the interests,



rights and freedoms of the interested party or for the assessment, exercise or defence of a right in judicial proceedings;

- **Right to revoke consent** – You have the right to revoke your consent to the processing of your Data at any time, the legality of the processing based on consent given prior to revocation continuing to apply;
- **Right to file a complaint with the Supervisory Authority** – If Telepass refuses to satisfy your requests for access, it will give the reasons for the relevant refusal. Where appropriate, you will be entitled to file a complaint as described in section 9 below.

The aforesaid rights may be exercised in respect of the Data Controller by writing to [privacy@telepass.com](mailto:privacy@telepass.com) or by contacting the DPO on the addresses indicated in section 2 above.

Exercising your rights as interested party is free of charge pursuant to Article 12 of the GDPR. However, in the event of clearly unfounded or excessive requests, even due to the repetitive nature thereof, the Data Controller may charge you reasonable expenses, in the light of the administrative costs incurred to deal with your request, or refuse to deal with your request.

## **9. HOW TO FILE A COMPLAINT**

You will be entitled to submit requests for the exercise of the rights referred to in section 7 above at any time by writing to [privacy@telepass.com](mailto:privacy@telepass.com) or by contacting the DPO on the addresses indicated in section 2 above.

In any event, if you wish to file a complaint regarding the procedure by which your Data is processed by Telepass, or regarding the management of a complaint filed by you, you have the right to file a complaint directly to the Supervisory Authority.