

# Special conditions for DKV BOX EUROPE

The special conditions for DKV BOX EUROPE govern the ordering and use of the toll services of DKV BOX EUROPE on the Consortio toll territory in Italy by the Consortio member.

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## 1. Contract subject matter and acceptance of the Consorzio DKV Euro Service Directive for DKV BOX EUROPE

The Directive (hereinafter the "**Directive**") of Consorzio DKV BOX EUROPE (hereinafter "**Consorzio**") governs the ordering and use of certain toll services in the Italian toll territory through the Consorzio by the Consorzio member. The scope of application of the directive is the Italian toll territory where transactions are recorded with the DKV BOX EUROPE (hereinafter "the **OBU**") as the authorised device. In this context, this directive only governs transactions and discounts for the toll territory of Italy, including toll charges and the related points which need to be regulated and replaces the specific toll pass for Italy referred to in point 17 of the special condition for the DKV BOX EUROPE (hereinafter "**the Condition**"). Outside of this scope of application the provisions of the Condition relating to the toll that are not specific to the territory and, for French customers, the special conditions for DKV BOX EUROPE (hereinafter "**Conditions**"), which have already been approved by the member of the Consortium as a customer of DKV EURO SERVICE (hereinafter "**DKV**"), shall apply.

In the first instance this directive shall be valid for the OBUs indicated in the order form, thereafter, it shall also be valid for OBUs ordered or replaced at a later time in the capacity of Consorzio member.

The Consorzio member shall accept the directive by confirmation of the corresponding tick box during the order process. The Consorzio's acceptance of the related contractual relationship shall take place either expressly or by confirming the first single order stipulated on the basis of the contractual relationship governed by this directive.

### 1.3 Support with the introduction / implementation of CO2 tolling

Subject to a separate request by means of an individual order, Consorzio supports its members with a separate (additional) service for the introduction / implementation of the new toll requirements in connection with CO2 tolling, in particular with the self-declaration of vehicles liable to toll charges in relation to CO2-emission and pollutant emission classes depending on the specifically applicable legal requirements.<sup>1</sup>

To this end, Consorzio collects and processes the data made available by the member for the purpose of providing the above-mentioned (additional) service "Self-declaration" and undertakes the self-declaration for the member with the relevant toll operator.

**Responsibility for the correctness and completeness of the required data and information made available by the member lies with the member; all the toll-relevant data and information provided by the member must be correct.**

**Consorzio has no control over nor accepts any liability for errors in the self-declaration that are due to incorrect or false information supplied by the member, nor for any consequential errors arising from them (e.g. incorrect toll billing).**

**In the relationship with the toll operator, the member remains responsible for the self-declaration and the**

**associated assignment of vehicles into groups by their pollutant emission class in accordance with the applicable legal requirements. In other words, in the event of incorrect toll billing or incorrect assignment into groups according to pollutant class, the member is obliged to first contact the relevant toll operator to ensure correction. Consorzio is available to help the member with this on request.**

In as far as Consorzio processes data and information ("toll-relevant data") for the above-mentioned purposes, which may also include personal data, it does so as the data controller within the meaning of Art. 4 (7) GDPR. The data processing is done for the purpose of providing the above-mentioned services to the member and also includes the data processing tasks required for the purposes of fault analysis, detection of misuse or to ensure IT security. The legal basis for this is Art. 6, 1(b) and Art. 6, 1(f) GDPR.

Further information about data protection, in particular with respect to any existing data subject rights, can be found in Consorzio's general privacy statement made available at [datenschutz-en.pdf \(dkv-mobility.com\)](#).

## 2. Terms of use of the toll charger

The Consorzio member is required to comply with the terms and conditions of use of individual toll chargers for the Italian toll territory. These terms and conditions can be viewed in the reserved customer area of the DKV online service, provided that the individual toll charger has previously provided them to DKV.

## 3. Registration, disclosure obligations for the Consorzio member

The Consortium member guarantees the completeness and correctness of all data provided under this directive. The Consorzio member undertakes to supplement and update the data provided to the Consortium without delay, particularly in the event of:

- change of the registered vehicle (s),
- change of the number plate of a vehicle in which an OBU is installed,
- cancellation of the vehicle in which an OBU linked to the number plate is installed

In general, the Consorzio member undertakes to provide and update all information which may be useful in order to fulfil the contractual relationship.

## 4. Use

It is expressly forbidden for persons other than the Consorzio member to use the OBU.

Only one active OBU can be used in the vehicle per individual toll system. Should several active OBUs be on board, this may result in double registration and therefore in double invoicing. It is expressly set forth that in such cases the Consorzio shall be entitled to settlement.

In this case, the Consorzio shall also be authorised to block the OBU for the Italian toll territory, should an additional OBU

assigned to an emission class (emission categories A, B, C, D, E and F) and registered with the toll operator by the toll payer by means of the self-declaration.

<sup>1</sup> Toll charges include a proportion reflecting the air pollution caused. This proportion is based on the emission class and the weight class and, in addition, for vehicles above 18 tonnes permissible total weight, the number of axles. Every vehicle subject to toll is to be

be ordered from the Consorzio for the same vehicle, or upon the first use of the subsequent OBU or within 30 calendar days from its activation date.

Should the OBU be used to pay the applicable toll, only the specially marked lanes must be used. Furthermore, the maximum speed limit established for these lanes by the individual toll company must be complied with. Receipts for payments in cash or by credit card will no longer be issued as the toll will be calculated in the Consorzio invoice.

## **5. Payment and costs**

In addition to the toll transactions paid by the Consorzio member to the Consorzio and transmitted by the latter to DKV, which are recorded by the respective OBU when using motorways, tunnels, bridges, parking lots, roads/toll points in cities (city toll) and ferries, the Consorzio member is required to pay the costs/fees established by the Consorzio's internal regulations or by this directive. The internal regulations can be viewed at any time in the reserved area of the Consorzio website or may be requested by the customer's consultant.

The Consorzio collects a toll fee equal to 1.5% of the gross amount invoiced to the Consorzio member net of any discounts in addition to the management fees to cover the costs charged to the Consorzio by suppliers as part of their acceptance as certified OBU providers.

## **6. Granting of discounts**

The use of an OBU allows the Consorzio member to request the reimbursement of motorway tolls on the basis of the individual ministerial resolutions of the Italian Ministry of Sustainable Infrastructures and Mobility. In particular, the requirement consists of the member of the Consorzio ensuring and guaranteeing that the OBU linked to the number plate is installed exclusively in the intended vehicle and that it is only used on board that vehicle (each OBU is specifically validated for a single vehicle). It is expressly forbidden to use the OBU in a vehicle other than the one registered or assigned to the OBU. In the event of the Consorzio member registering several OBUs of DKV or OBUs of other suppliers in breach of this directive or using the OBU in a vehicle other than the registered vehicle, this may result in it not receiving a refund.

Pursuant to Article 2 of its statute, the Consorzio automatically requests a reimbursement of the toll in the member's name for the entire turnover generated with the OBU in the Italian toll territory from the competent authorities on the basis of the data communicated at the time of registration.

At the request of the competent authorities, the Consorzio is also required to transmit to the authorities in question the necessary data for verifying toll reimbursement requests. Art. 6, clause 1, paragraph 1, letter c. of the GDPR (Compliance with legal obligations) forms the legal basis for this data transmission. For more information on data protection at the Consorzio, please refer to [www.dkv-mobility.com/assets/documents/maut/maut\\_it\\_consorzio\\_datenschutz\\_202012\\_en.pdf](http://www.dkv-mobility.com/assets/documents/maut/maut_it_consorzio_datenschutz_202012_en.pdf).

For other discounts from toll chargers, the following shall apply:

where suppliers grant discounts or reductions to the Consorzio member, the Consorzio shall forward these to the member in accordance with the applicable provisions for each Country and may highlight these in the invoice.

## 7. Invoicing

The toll transactions, including the service charge laid down in the Consorzio's internal regulations and the toll charge for the Italian toll territory, shall be calculated on the basis of this directive. The Consorzio shall invoice the member twice a month. Normally the invoicing period for the first half of the month occurs between the 1st and the 15th of the month, while for the second half of the month it is between the 16th and the last day of the month. Under Italian law, however, transactions can also be invoiced outside these periods (e.g. should the toll company be late in charging the tolls to the Consorzio).

## 8. Provisional blocking of the OBU

The Consorzio may immediately and without notice prohibit the use of the OBU for the Italian toll territory, should one of the reasons cited in Article 8 of the statute occur.

Therefore, the Consorzio can block single or all OBUs for Italian tolls, without requesting their return.

The Consorzio has the right to notify its service partners electronically that an OBU has been blocked for Italian tolls and/or the termination of the commercial relationship with the Consorzio member, by sending blocking lists or otherwise.

## 9. Disputes

Tolls, any "special operating provisions" and other conditions of use of toll companies shall not form an integral part of this directive. The Consorzio member must act in accordance with the terms of use provided on the DKV website ([www.dkv-mobility.com](http://www.dkv-mobility.com)) - see point 2 of this directive.

Any disputes on the matter must be clarified directly between the toll company and the Consorzio member. In the event of technical problems linked to the toll systems of the toll companies, the Consorzio member shall not make claims against the Consorzio.

The Consorzio member shall directly address any disputes and refund requests relating to the transactions generated by the OBU in the Italian toll territory to the Consorzio.

The Consorzio shall promptly forward disputes and refund requests it receives to toll companies.

The Consorzio member is required to verify invoices issued under the contract of use immediately, as soon as these are received. All disputes or objections related to such invoices must be addressed to the Consorzio, under penalty of being time-barred, together with all supporting documents no later than 2 months from the individual invoice date.

## 10. Responsibility

The Consorzio member shall be answerable to the Consorzio in the event of OBU use which breaches the contract or OBU misuse as well as for tolls recorded and payable through the OBU in the Italian toll territory, provided that he/she or the authorised user of the vehicle in which the OBU was installed has taken all acceptable measures to prevent such non-contractual use or misuse of the device; the Consorzio member is required to prove the adoption of these measures. The Consorzio member shall be answerable for any breaches of the accuracy obligations by individuals to whom he/she has entrusted the OBU.

Unauthorised use of an OBU may result in criminal liability.

## 11. Processing and protection of personal data

The Consorzio shall process the data of the Consorzio member, specifically those deriving from the contractual relationship, exclusively within the scope of the provisions of the law on data protection (EU General Data Protection Regulation, in particular art.6). Where permitted, this shall also include the processing and/or transmission of data to third parties (e.g. service partners) operating on behalf of the Consorzio, in compliance with the provisions of the law and with the related data protection guarantees. For more detailed information on data protection, please refer to [www.dkv-mobility.com/assets/documents/maut/maut\\_it\\_consorzio\\_datenschutz\\_202012\\_en.pdf](http://www.dkv-mobility.com/assets/documents/maut/maut_it_consorzio_datenschutz_202012_en.pdf).

## 12. Duration

Any cancellation of the Condition referred to in point 12.2 of the Conditions as well as any cancellation of the Conditions referred to in art. 11.2. of the Conditions will be sent by DKV to the Consorzio and will result in the simultaneous cancellation of this contractual relationship with the Consorzio.

The cancellation of this contractual relationship shall not lead to a cancellation of the Condition in point 12.2 of the Conditions or of the Conditions referred to in art. 11.2. of the Conditions.

This contractual relationship requires the registration of a Consorzio member in said capacity and shall remain in force until the end of the commercial relationship with the Consorzio regarding the OBU. The Consorzio has the right to cancel the contractual relationship pursuant to Article 1456 of the Italian Civil Code, if the Consorzio member is late with payments. For all other contractual breaches, the Consorzio may cancel the contractual relationship pursuant to articles 1453 and 1454 of the Italian Civil Code, in which case the minimum time limit provided for by law of 15 (fifteen) calendar days for the contractual performance shall be calculated from the time this is requested.

### **13. Amendments to the directive**

The Consorzio reserves the right to unilaterally amend this directive at any time.

The Consorzio will inform the Consorzio member in writing about any changes to this directive without having to send or otherwise communicate the amended directive in individual cases or the new version of the directive. A communication on the change in question shall be sufficient. Written communication may also be made in an invoice. Should the Consorzio member not challenge the change in writing within one month of its communication, he/she will be deemed to have accepted it; the Consorzio will mention this deadline for raising objections when notifying any amendments.

The Consorzio member shall have the right to reject a new directive, by cancelling the condition, the directive or by immediately ceasing to use the OBUs in his/her possession and returning these in accordance with the provisions of paragraph 5.10 of the condition.

### **14. Validity of the language version, in particular in the case of foreign members; governing law and jurisdiction**

With regard to commercial relations with foreign members of the Consorzio, this directive, written in Italian, shall be applicable. The Italian version and all versions in other languages can be viewed at any time in the reserved area of the DKV website or can be requested from customer service. Translations provided for foreign members of the Consorzio in their respective national language or in English aim to facilitate their understanding. In the event of disputes relating to the interpretation of the directive, the Italian text shall always prevail.

This directive is governed by Italian law, except for the intellectual property law and the UN Convention on the international sale of goods.

As established in the Consorzio's statutes, all disputes relating to debt collection against the Consorzio member shall be subject to the exclusive jurisdiction of the Court of Milan (Italy).

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