



## **RULES AND GENERAL CONDITIONS FOR THE ACCEPTANCE AND USE OF TELEPASS MEANS OF PAYMENT FOR DEFERRED PAYMENT OF TOLLS ON ITALIAN TOLL MOTORWAYS**

(applicable to DKV Euro Service customers and Consorzio DKV clients)

### **RECITALS**

Autostrade per l'Italia S.p.A., (hereinafter "ASPI"), a company subject to the direction and coordination of Atlantia S.p.A., share capital of EUR 622,027,000.00, with registered office in Via A. Bergamini, 50 - 00159 Rome, tax code, VAT number, and registration number in the Companies Register of Rome 07516911000, concessionaire for construction and operation of motorways in accordance with the single agreement signed on 12 October 2007, approved by Law no. 101 of 6 June 2008, allows the acceptance of Telepass means of payment for the deferred payment of tolls when entering or exiting toll stations of Italian toll motorways where the above-mentioned means of payment are accepted, on the basis of agreements with ASPI and the various motorway concessionaires, according to the rules and conditions listed below in this form, which must be signed by the DKV Euro Service customer or the Member of the Consortium (hereinafter "Client") at the time of signature of the Telepass service subscription Agreement. The Client agrees to observe the following procedures for the transit through Telepass lanes and bi-modal Telepass/Viacard lanes, when entering and exiting Italian toll motorway network. These terms and conditions may be modified by ASPI which will give notice of the circumstance.

### **1. GENERAL RULES**

**1.1** ASPI allows its Clients to use Telepass devices for payment of motorway routes using vehicles, whose number plates are indicated in the Telepass service subscription agreements. In this regard please note that each Telepass device may be associated to only one number plate and one number plate may be associated to only one Telepass device.

**1.2** The Client agrees to promptly report any change of his/her data. The Client shall inform ASPI of any modification of the number plates on which the Telepass device is used.

**1.3** ASPI reserves the right at any time to terminate the acceptance of Telepass means of payment for the deferred payment of tolls.

### **2. USE OF THE TELEPASS TOLLBOOTH SYSTEMS**

**2.1** The use of Telepass is extended over the entire Italian toll motorway network, provided that they are used respectively through the Telepass lanes both for entry to and exit from the motorway network and said means of payment and the vehicles associated to them are compliant in all respects, and therefore are correctly authorised for the transit.

**2.2** Where a Telepass Client enters a station equipped with a Telepass lane and exits at a toll station in which, for whatever reason, the Telepass service is not available, said Client must declare the toll station of provenance to the tollbooth personnel. If the Client having entered a toll station with a Telepass lane then exits through a highly automated toll station, the Client must use a self-service Viacard lane, press the help request button and declare to the personnel, via intercom, the toll station of provenance. In both of the above cases, the toll for the declared route, or if different, the motorway route actually covered, as revealed by checks carried out by ASPI, shall be charged to the Client in the invoice or by sending it a report of failure to pay - Form PE-07.

**2.3** If it is not possible to use the Telepass service at a toll station of entry because the service is temporarily unavailable, the Client shall pick up the ticket, and in order to settle the route when exiting, he/she must use, where available, a bimodal lane (Viacard self-service with overlapping Telepass service) by inserting the ticket into the specific slot; the device's code will automatically be acquired by the tollbooth system. If the bimodal type of lane is not available, the transit must be completed in a lane managed by an operator, to whom the Client must hand over the ticket and declare that the vehicle is equipped with a Telepass device. ASPI will ascertain the statement made by the Client for the purpose of charging the amount due for the transit in the invoice.

**2.4** In case no entry has been detected in the Client's Telepass system device, the transit shall be deemed to have been covered in violation of the rules for the use of the toll motorway. The lane system will automatically detect the vehicle licence plate that covered the route through the video recording system installed in toll stations, and the Client will be required to pay a toll calculated from the furthest toll station from the station of exit, as provided for by Article 176 of Legislative Decree 285 of 30.4.1992, the "Highway Code" (Codice della Strada), without prejudice to the



application of administrative sanctions as provided for by the said legislation. In any case, the Client has the right to provide evidence of the toll station it entered for the purpose of defining the amount actually due.

**2.5** The Client is required to comply with the rules for approaching, transiting and leaving Telepass lanes. In particular, for security reasons and in order to allow the collection of data by the systems installed on lanes, the Client, by signing this form, undertakes to travel at a speed of less than 30 km per hour while transiting through the toll stations, and maintain a safe distance from the vehicle in front of it.

Il/La sottoscritto/a dichiara di conoscere ed accettare specificatamente, ai sensi degli artt. 1341 e 1342 c.c., le condizioni contenute negli articoli:

1.3 (facoltà di dismissione dell'accettazione dei mezzi di pagamento Viacard e Telepass)

## **TERMS AND CONDITIONS FOR PAYMENT OF PARKING WITH TELEPASS DEVICES**

### **Article 1)**

**1.1** These terms and conditions govern the use of the Telepass device for payment of affiliated parking areas.

**1.2** The use of the Telepass device for payment of parking areas is permitted exclusively for parking areas affiliated with Telepass S.p.A., the list of which is shown at any Punto Blu counter and/or on the website [www.telepass.it](http://www.telepass.it)

**1.3** Charges for the use of the parking spaces within the areas pertaining to the entities affiliated with Telepass S.p.A., will be effected with the same procedure and timeline provided for under the agreement entered into by the Client

### **Article 2)**

**2.1** A Client who intends to pay with a Telepass device for a parking within an affiliated parking area, must use, both for entering and exiting, the dedicated equipped lane, which can be identified by the horizontal and vertical signs bearing the "Telepass" trademark.

**2.2** The use of the Telepass device in the gates so equipped permits, in the manner set forth in paragraph 2.3 below:

**a)** entrance to the parking area without the purchase of an entry ticket

**b)** payment for the parking at the equipped exit gate without the need for the Client to sign any authorization for the charging of the relevant amount nor to enter a code.

**2.3** The Client shall approach the dedicated gates, complying with the instructions for the transit and the indications provided by the horizontal and vertical signs placed by the entrance and exit to the parking area. In particular, for safety reasons and in order to allow the collection of data and the correct identification and authorisation process of the device, the Client must slow down, in proximity of the dedicated entrance and exit gates, and stop waiting the opening of the barrier giving access to the parking. Such operations may be guided by vocal and visual messages that may be provided by the automated system of the gates and/or of the parking columns.

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

### **Article 3)**

**3.1** In the event that a device has not been enabled for use as a consequence of a theft or loss report, suspension or disablement, the authorisation for the transit shall not be granted.

**3.2.** In particular, where the authorisation has been denied at the entrance, in order to gain access to the parking lot, the Client will have to pick up the ticket and pay through alternative payment system when exiting; if the authorisation is denied at the exit, the Client shall refer to the cash desk or to the information desk of the entity managing the affiliated parking lot, carrying with him/her the Telepass device and proceed with an alternative method of payment.



#### **Article 4)**

The Client expressly recognizes that Telepass S.p.A shall be considered as being extraneous - with reference to the relationship between the Client and third parties in charge of managing the affiliated parking lots – for what concerns, as a mere example, the violation of the rules for the use of the parking lots, the charging of the toll and of other additional amounts, if any, and/or discounts that are processed exclusively by the entities managing the parking lots.

Thus, for any dispute arising out of such relationships, as also for the exercise of any right connected thereto, the Client must refer exclusively to those entities, remaining excluded any liability whatsoever of Telepass S.p.A. concerning the proper enjoyment by the Client of the services offered by the same third-party entities, even where the relevant payments have been made using the Telepass device, the Code or the plastic support connected thereto.

In any case, Telepass S.p.A. confirms its availability to provide all necessary and / or useful information in relation to any dispute that might raise. In this regard the Client Care Channels of Telepass S.p.A can be contacted.

### **TERMS AND CONDITIONS FOR ELECTRONIC PAYMENT OF FERRY TRANSPORT WITH TELEPASS DEVICES**

#### **Art. 1**

**1.1** These terms and conditions govern the use of the Telepass device for payment of tolls for transport of vehicles by ferry with affiliated entities.

**1.2** The use of the Telepass device for payment of the toll for ferry transport of vehicles is permitted exclusively with entities affiliated with Telepass S.p.A. The list of the affiliated entities is shown at any Punto Blu counter and/or on the web-site [www.telepass.it](http://www.telepass.it) , where the vehicle types admitted using the service for each boarding can also be checked (light vehicles, heavy vehicles etc.).

**1.3** The charging of the amounts related to private ferry transport processed through Telepass devices which are able to communicate with specific readers installed at the boarding areas and/or at barriers within the ports/ vessels of the entities affiliated with Telepass S.p.A., will be effected in the manner and according to the timing provided by the contract entered into by the Client .

#### **Art.2**

**2.1** A Client who intends to pay the toll for private ferry transport with a Telepass device, must use the dedicated, equipped lane which can be recognised by the horizontal and vertical signs bearing the "Telepass" trademark.

**2.2** The use of the Telepass device in the equipped lane implies the issue of a ticket for private ferry transport and the relevant payment, including all additional charges, if any, as set forth in paragraph 2.3 below.

**2.3** For the purposes of completing the payment transaction for private ferry transport, the Client shall approach the dedicated lane, observing the instructions provided for by the horizontal and vertical signs placed by the lane. In particular, for safety reasons and in order to allow the collection of data and the correct identification and authorisation process of the device by Telepass S.p.A., the Client shall slow down, in proximity of the dedicated lane, and stop in order to supply the relevant information, where requested, to the users posts, and await the issue of a ticket, the opening of the barrier and the green signal. Such operations are guided by visual messages which may be given by the automated system of the users posts. An audio connection with an operator is further provided to communicate with the Client in case of request.

#### **Art. 3**

**3.1** In case a device does not appear to be enabled for use as a consequence of a report of theft or loss, suspension or disablement of the service, authorisation for transport shall not be granted.

**3.2** In particular where the authorisation has been denied in the lane, the Client may be permitted access to the transport after purchase and collection of a ticket from the ticket office and/or from the cash desk of the affiliated entity.



#### **Art. 4**

The Client expressly recognises that Telepass S.p.A shall be considered as being extraneous - with reference to the relationship between the Client and third parties in charge of managing the transport through ferry boats – for what concerns, as a mere example, the violation of the usage rules, the charging of the toll and of other additional amounts, if any, and/or discounts that can be processed exclusively by the entities managing the transport through ferry boats.

Thus, for any dispute arising out of such relationship (included any claim related to the amount paid for the transport through ferry and to the collection of any additional amount, if any) as also for the exercise of any right connected thereto, the Client must refer exclusively to that entity, remaining excluded any liability whatsoever of Telepass S.p.A. concerning the proper use by the Client of the services offered by the same third party entities, even where the relevant payments have been already made using the Telepass device, the Code or the plastic support connected thereto. In any case, Telepass S.p.A. confirms its availability to provide all necessary and / or useful information in relation to any dispute that might raise. In this regard the Client Care Channels of Telepass S.p.A. can be contacted.

#### **Area C Rules**

##### **Article 1**

**1.1** These rules and conditions shall govern the payment service for the amounts due for access to Milan Municipal Area C, by debit to a Telepass account.

##### **Article 2**

**2.1** Only vehicles registered in Italy, which meet the requirements for access to Milan Municipal Area C published at the website [www.areas.it](http://www.areas.it), shall have access to this service. By subscribing to the service, the Customer therefore declares that he is familiar with the rules governing access to Milan Municipal Area C and that the vehicle for which the Customer has applied for clearance meets the access requirements prescribed by those rules.

**2.2** Milan City Council shall alone be responsible for setting and applying the Area C access charge.

**2.3** Users entitled to concessionary charges shall pre-register with Milan City Council. After they have subscribed, they shall promptly notify any changes in their payment category to Milan City Council by telephoning 020202 or via the website [www.areas.it](http://www.areas.it) and/or to the company Telepass SpA via its Customer Assistance service, in order to receive the necessary instructions to adapt the service to the new payment category.

**2.4** The Customer is aware that Milan City Council will record entries of vehicles into Area C by automated electronic instruments, enabling it to conduct specific checks that the access requirements have been met and to impose penalties if it finds that they have been breached.

**2.5** Telepass S.p.A. shall proceed to withdraw the service and notify the Customer accordingly, through the Business Partner, if Milan City Council informs it that the access requirements have been breached.

##### **Article 3**

**3.1** If the Customer makes changes in the license plate linked to the Telepass Device in use, the service will automatically be withdrawn. The Customer concerned will therefore have to repeat the service clearance procedure for the new license plate added.

##### **Article 4**

**4.1** Disabling, for any reason, of the Telepass Device linked to the present service shall entail withdrawal of the service itself.

##### **Article 5**

**5.1** If vehicles cleared for the service are stolen, the Customer shall immediately notify Telepass SpA accordingly through the Business Partner.



**5.2** The Customer shall not be liable for payment of any sums relating to recorded third-party abuses of access to Area C from the time of receipt by Telepass S.p.A. of the above-mentioned notification.

The translation of this document made available to foreign customers in the language of their country or in English is intended to give them a better understanding of its provisions. In the event of a dispute over interpretation, the Italian text always takes precedence.