

DKV GUIDELINES ON APPLYING FOR AND USING TELEPASS TERMINALS



1. TELEPASS is the system introduced by the Italian motorway company Autostrade per l'Italia (hereinafter referred to as "ASPI") that enables the tolls payable to use the Italian motorway network to be paid on specially equipped lanes without the vehicle needing to stop.
2. The DKV customer may apply to DKV for a TELEPASS terminal for each valid VIACARD/DKV held by him. The customer then receives the TELEPASS terminal(s) he has applied for from DKV.

In signing this form and taking receipt of the TELEPASS terminal, the DKV customer undertakes to accept billing via the VIACARD/DKV invoice of all charges recorded by the TELEPASS terminal and any amounts due for additional services in line with Articles 15 and 17 below.

The current version of the terms and conditions governing the VIACARD/DKV shall apply in the absence of any express provision in these terms and conditions.
3. The TELEPASS terminal is specific to an individual vehicle operated by the DKV customer whose registration number is to be communicated on submission of the application form and can only be fitted in this vehicle. The relevant VIACARD/DKV shall always be carried for a TELEPASS terminal.
4. The DKV customer undertakes to notify DKV in advance of any change in the registration number of a vehicle in which the TELEPASS is to be used; this shall not affect the provisions of the point above.
5. The TELEPASS terminal is made available to the DKV customer on loan (Art. 1803 Italian Civil Code) but shall remain the property of ASPI and may not be made available to any third party on any legal basis. The DKV customer shall in addition be liable under both civil and criminal law for any deliberate misuse of the TELEPASS terminal or tampering therewith – this pursuant also to Art. 12 of Law No. 197 dated 5 July 1991.
6. Where the terminal is fitted in the specified vehicle by the DKV customer at his expense, attention is drawn to the fact that the customer must fit and use the TELEPASS terminal in accordance with the instructions contained in the manual – sent to the customer with the TELEPASS terminal – and keep and maintain the terminal in accordance with Art. 1804 Italian Civil Code. The DKV customer shall be liable for any damage to the terminal or the vehicle in which the terminal is fitted or losses suffered by third parties that might arise due to failure to observe the provisions of the point above; ASPI and DKV are expressly released from any liability in this respect.
7. Use of the TELEPASS service shall cover the entire Italian motorway network on which tolls are payable provided that the special TELEPASS lanes are used both on joining the motorway and on leaving the motorway. If the DKV customer joins the motorway via a special TELEPASS lane at the toll point and for any reason whatsoever leaves via a lane not set up for the TELEPASS service, he shall provide the toll booth staff with details of the toll point where he joined the motorway. In this event, DKV shall charge the customer the amount due for the stretch of motorway specified or, if the information does not tally, the stretch of motorway that ASPI's checks reveal was actually covered.
8. If in the aforesaid instances, the DKV customer's entry to the motorway was not recorded by the TELEPASS system, the motorway travel shall be deemed a violation of the conditions governing use of the motorway. The video camera fitted on the relevant lane automatically records the registration number of the vehicle that used the motorway and the customer shall be required to pay the toll for the stretch of motorway from the point of entry furthest from the exit where he leaves the motorway. This is stated in Art. 176 of legislative decree (decreto legislativo) no. 285 dated 30.04.1992, the "New Road Traffic Act" – application of the administrative penalties provided for therein remaining unaffected. When it comes to determining the amount actually due to DKV, the DKV customer may however provide proof of joining the motorway at a certain point.
9. If the TELEPASS terminal is lost or stolen, the DKV customer shall notify DKV Euro Service GmbH + Co. KG of this fact immediately by faxing DKV the form (STATUTORY DECLARATION) signed by him – which can be downloaded from the unrestricted area of the website www.dkv-euroservice.com – together with a copy of his identity document.

DKV shall also be notified immediately in any of the following instances:

 - a) removal of the vehicle in which a TELEPASS terminal is fitted from the official vehicle register (PRA);
 - b) theft of the vehicle without TELEPASS terminal;
 - c) recovery of a stolen TELEPASS terminal or a stolen vehicle;
 - d) faulty TELEPASS terminal;
 - e) change in the registration number of a vehicle in which a TELEPASS terminal is fitted.
10. The DKV customer shall only be released from his obligation to pay the tolls due for journeys involving misuse of the TELEPASS terminal by third parties if both the DKV customer and the authorized driver of the vehicle in which the TELEPASS terminal was fitted had taken steps that the DKV customer is able to prove were sufficient to prevent misuse of the terminal; exemption from payment obligations shall in any event not arise until the day after DKV received notification as specified above.
11. If the DKV customer finds or recovers a TELEPASS terminal reported lost or stolen, such terminal shall not be used again but shall be returned to DKV immediately by registered package with acknowledgement of receipt.
12. If a TELEPASS terminal reported lost or stolen is found in the possession of the DKV customer or an individual authorized by him, the DKV customer shall be required to pay the tolls due for journeys recorded after notification of loss or theft together with any other costs incurred by ASPI and/or DKV to recover the terminal. The DKV customer shall therefore be invoiced such amounts. He may also be sued for misuse, pursuant also to Art. 12 of Law No. 197 dated 5 July 1991.
13. If for any reason whatsoever ASPI or DKV demand the return of the TELEPASS terminal, it shall not continue to be used. Failure to heed this instruction shall be deemed misuse and ASPI and DKV reserve the right to sue the DKV customer under current regulations and pursuant also to Art. 12 of Law No. 197 dated 5 July 1991.
14. ASPI reserve the right to suspend the TELEPASS service at any time. DKV therefore also reserve the right to suspend the TELEPASS service and shall notify the customer of any such suspension one month before the date suspension is to take effect. In this event, the DKV customer shall be required to return the terminal immediately in accordance with the provisions of Art.17 below.
15. The monthly fee for the TELEPASS service for each terminal made available on submission of this form shall be € 1.03 plus VAT per month and shall be billed via the VIACARD/DKV invoice. This amount may be changed although this shall not affect the provisions of Art. 18 below.
16. Notification of termination of contractual relations may be given:
 - a) by the DKV customer subject to observance of DKV's Standard Terms and Conditions;
 - b) by DKV if payment of any invoices is delayed, the service is used by individuals and/or vehicles not authorized to do so in accordance with these terms and conditions, the TELEPASS terminal is misused with the aim of avoiding payment of all or any tolls due, theft or loss of the TELEPASS terminal is not notified or improper notification (or statutory declaration) is given and if contractual information is updated improperly or not updated in good time.

The TELEPASS service shall in addition end automatically in the event of dissolution of the appropriate VIACARD/DKV agreement on payment of motorway tolls by card.

17. In the event of dissolution of TELEPASS contractual relations and suspension of the service as set out in Art. 14 above, the DKV customer shall be required to return the TELEPASS terminal to the address specified in Art. 9 above by registered package with acknowledgement of receipt immediately he receives the relevant notification.
DKV shall notify the customer of the terminal's arrival. If for reasons attributable to the DKV customer TELEPASS terminals are not returned within 15 days of a request for their return or dissolution of business relations, DKV shall charge the customer an amount of 25.82 Euros by way of a contractual penalty for the delayed return of or failure to return the terminal. Such amount shall be billed via the DKV invoice together with the tolls incurred and recorded after the terminal's return was requested and the costs due to deactivate the TELEPASS terminals.
Failure to return a terminal or failure to do so promptly and any misuse of or tampering with the terminal not returned shall be prosecuted under both civil and criminal law, pursuant also to Art. 12 of Law No. 197 dated 5 July 1991.
18. ASPI and DKV may revise these terms and conditions in order to ensure that the service meets any administrative/operating requirements arising at a later date; DKV shall notify customers of this fact in advance. DKV shall notify the customer of any changes in the fee to use TELEPASS terminals, the contractual penalty and/or additional charges due to DKV for the service. Changes arising from a decision taken by ASPI to increase the fee to use a TELEPASS terminal shall not give rise to any right of objection on the part of the DKV customer. In such instances, DKV shall notify the date a change is to come into force; the DKV customer's right to terminate the TELEPASS service shall remain unaffected.
19. The DKV customer shall pay DKV the amounts specified in the articles above together with the VAT due.
20. The DKV customer notes and accepts that ASPI and/or DKV cannot under any circumstances be held liable for direct or indirect losses of any kind whatsoever suffered by the DKV customer or third parties as a result of events outside the control or at least the responsibility of ASPI and/or DKV; this shall cover losses arising in connection with:
- use of or temporary inability to use the service;
- any interruption in the service;
- unauthorized access to or tampering with data communications or the DKV customer's data by third parties, including any financial losses the DKV customer might suffer as a result of loss of profits, loss of use, loss of data or other intangible circumstances.
The DKV customer undertakes to use the service solely for legitimate purposes and purposes permitted under the provisions of the relevant legislation and those permitted under common law and current rules governing the duty of care, in any event without violating rights accruing to third parties – be they or be they not users of the means of communication – and subject to particular observation of data protection regulations, regulations relevant to the protection of intellectual and industrial property and current regulations governing telecommunications.
21. In line with Art. 13 of legislative decree (decreto legislativo) no. 196/2003 – DATA PROCESSING INFORMATION, attention is drawn to the fact that the personal details that appear on this form and data relating to the use of the TELEPASS terminal shall be collected by DKV and ASPI through their data processing staff and may be used and processed both in printed and in electronic form for purposes associated with performance of these contractual relations.
In connection with performance of these contractual relations, ASPI shall make the said details available to the motorway companies whose installations facilitate use of TELEPASS terminals.
Personal details in respect of the customer collected and stored in DKV and ASPI databases may only be distributed and communicated in contractually agreed instances (communication to the owners of equipment that accepts TELEPASS for access management purposes) and in any event only subject to observance of legal provisions and the procedures set out therein. Where necessary, ASPI may also process data as stated above for the purposes of proper performance of any activities associated with or appropriate to provision of the service, including via other companies in the Autostrade Group or any outside companies that might from time to time be given responsibility for data processing operations.
Attention is also drawn to the fact that ASPI toll points are fitted with video cameras which if tolls are not paid or in the case of DKV customers that do not have a ticket issued at the point of entry, take excessive action to obstruct operation of toll point

equipment or whose terminals are not working properly automatically record the registration numbers of vehicles passing through in order to facilitate billing of tolls and, where circumstances dictate, institution of the civil, administrative and/or criminal proceedings in the cases specified in Art. 176 of legislative decree (decreto legge) no. 285/1992.

The recordings may only be examined by staff responsible for handling such recordings; they shall be retained for any operations associated with collection of charges and in the event of an offence in order to determine the measures that need to be taken. Data processing operations and collection of charges may also take place via outside legal entities entrusted with such duties.

The proprietor in respect of data processing shall be the company Autostrade per l'Italia SpA as specified above; the following shall be responsible for data processing operations:

-in regard to the handling of contractual relations and performance of administrative operations, ASPI's sales manager and the service company EsseDiEsse Società di Servizi SpA, Via Bergamini 50, Rome;

-in regard to measures arising from non-payment of tolls and associated video recordings in line with the paragraph above, ASPI's operations manager and the aforesaid company EsseDiEsse Società di Servizi SpA.

22. Completion and signature in the space provided below – such signature indicating acceptance of these DKV terms and conditions governing the use of the TELEPASS service – shall only be required for commencement of legal relations. Pursuant to DKV's Standard Terms and Conditions, subsequent amendments and changes to these terms and conditions shall become effective even without signature by the DKV customer. In this connection, reference should be made to the contents of Article 23 below.
23. DKV's Standard Terms and Conditions shall apply in any instances not expressly regulated in these terms and conditions.

Date **Company stamp / Signature**

Pursuant to Articles 1341 and 1342 Italian Civil Code, express approval of the following Articles is given: 2 (Billing by invoice), 6 (Obligations and liability in connection with the use of and/or tampering with the TELEPASS terminal), 8, 9, 10, 11, 12 (Liability in connection with use of the TELEPASS), 13 (Ban on use), 14 (Right to suspend the service), 15 (Right to change service fee), 16 (Termination of contractual relations), 17 (Contractual penalty for failure to return or delay in returning TELEPASS terminal), 18 (Changes to terms and conditions), 20, 21 (Information about data processing operations), 22, 23.

Date **Company stamp / Signature**