

DKV GUIDELINES ON APPLYING FOR AND USING THE VIACARD/DKV



1. The VIACARD/DKV is a card used to pay the charges due for using the Italian motorway network. The VIACARD/DKV is not tied to the vehicle but is issued in a DKV customer's name.
 2. The VIACARD/DKV is issued to a DKV customer but shall remain the property of the Italian motorway company Autostrade per l'Italia (hereinafter referred to as 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 card or tampering therewith – this pursuant also to Art. 12 of Law No. 197 dated 5 July 1991.
 3. The VIACARD/DKV is inserted into the devices provided on special VIACARD exit lanes or handed over to the toll point staff with the ticket issued at the point of entry (where available). The VIACARD/DKV can only ever be used for one vehicle; for security reasons amongst others, a card may not be used to enable other vehicles, including vehicles behind to pass through the toll point. For technical reasons, cards that are cracked, damaged, or misshapen and cards themselves or whose magnetic strips have been tampered with may not be used. When requesting a duplicate, the DKV customer shall return the card in accordance of the provisions of Art. 5 below.
 4. In the event of loss, theft or confiscation of the VIACARD/DKV by ASPI or an employee of ASPI, 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. In the event of misuse of the VIACARD/DKV by a third party, the cardholder shall from the day after DKV receive notification as specified above be released from his obligation to pay the tolls due for journeys recorded on the misused card.
 5. If the DKV customer finds or recovers a VIACARD/DKV reported lost or stolen, such card shall not be used again but shall be returned to DKV immediately by registered mail with acknowledgement of receipt.
 6. If a VIACARD 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 card. The DKV customer shall therefore be invoiced such amounts. He – and any holder of the card – may also be sued for misuse, pursuant also to Art. 12 of Law No. 197 dated 5 July 1991.
 7. If for any reason whatsoever ASPI or DKV demand the return of the VIACARD/DKV, 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.
 8. In signing the VIACARD/DKV application form, the DKV customer accepts billing via the DKV invoice of all tolls recorded on the VIACARD/DKV, amounts due for additional services in line with Art. 9 below and the additional fee specified in the current DKV price list in connection with extra charges and service fees.
 9. DKV shall charge the customer a "basic fee for the VIACARD/DKV service" of € 15.49 per calendar year to include the first card. The "basic fee for the VIACARD/DKV service" for additional VIACARD/DKV agreements concluded during the course of the year shall on the other hand be € 3.87 per quarter or part thereof. DKV shall charge a "basic fee" of € 3.10 per year for other cards issued on the basis of the same agreement.
- Notwithstanding the provisions of Art. 18 below, the aforesaid amounts may be revised.
- The basic fee shall be payable even if the DKV customer does not use the VIACARD/DKV.
- If the DKV customer no longer needs the VIACARD/DKV from the calendar year after the year it was issued and wishes to avoid being charged the "basic fee for the VIACARD/DKV service" the following calendar year, the card must reach DKV by 15 December at the latest.
10. The monthly DKV invoice contains: a list of the tolls due for journeys made, an item pursuant to the provisions of Art. 9, an item for any amounts due for other reasons pursuant to Art. 12, an item for the additional fee charged by DKV pursuant to Art. 8 above and a summary of journeys made with a list of the dates the VIACARD/DKV was used.
 11. The tolls shown in the invoice shall be the amounts due on the basis of the tariffs in place at the time the journeys were made. The dates specified in the relevant official orders shall apply in respect of application of any tax changes.
Complaints relating to invoice items shall be sent to DKV.
 12. Signature of this form shall also entitle the DKV customer to access to the TELEPASS service although this is regulated via a different form.
The TELEPASS service enables vehicles whose windscreens have been fitted with a small terminal to pay tolls without stopping on special TELEPASS exit lanes.
 13. With the VIACARD/DKV supplied by DKV, the DKV customer receives a confirmation of receipt which must be signed and returned to DKV.
 14. ASPI reserve the right to suspend the VIACARD service at any time. DKV therefore also reserve the right to suspend the VIACARD/DKV 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. 4 above.
 15. DKV shall not be liable in any way for improper use of a VIACARD/DKV by the customer. All fees due in connection with the card shall continue to be charged to the customer.
 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 VIACARD/DKV is misused with the aim of avoiding payment of all or any tolls due, theft or loss of the VIACARD/DKV is not notified or improper notification (or statutory declaration) is given and if contractual information is updated improperly or not updated in good time.
 17. In the event of dissolution of VIACARD/DKV contractual relations and suspension of the service as set out in Art. 14 above, the DKV customer shall be required to return the VIACARD/DKV to DKV by registered mail with acknowledgement of receipt immediately he receives the relevant notification.
Failure to return the VIACARD/DKV or failure to do so promptly and any misuse of or tampering with the card 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 VIACARD/DKV 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 to the payments and/or additional charges due to DKV for the VIACARD/DKV service. Changes arising from a decision taken by ASPI to increase payments 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. 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 VIACARD cards and/or the TELEPASS terminal associated with the cards 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 personal details available to the motorway companies whose installations facilitate use of VIACARD cards and 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.

21. Completion and signature in the space provided below – such signature indicating acceptance of these DKV terms and conditions governing the use of the VIACARD/DKV 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 22 below.

22. DKV's Standard Terms and Conditions shall apply in any instances not expressly regulated in these terms and conditions.

Date **Company stamp / DKV customer**

Pursuant to Articles 1341 and 1342 Italian Civil Code, express approval of the following Articles is given: 2 (Obligations and liability in connection with the use of and/or tampering with the card), 3 (Liability in connection with use of the card), 4, 5, 6, 7 (Ban on use), 9 (Right to change annual basic fee), 14 (Right to suspend the service), 15, 16 and 17 (Termination of contractual relations), 18 (Changes to terms and conditions), 20 (Information about data processing operations), 21, 22.

Date **Company stamp / DKV customer**