



## **GENERAL CONDITIONS OF USE OF THE “PEDEMONTANA RECHARGEABLE” SERVICE**

**Autostrada Pedemontana Lombarda S.p.A.**, with registered office in via Benigno Crespi 17, 20159 Milano (MI), share capital EUR 650,926,000.00 fully paid up, Economic-Administrative Index (R.E.A.) MI1232570, Tax Code/VAT No.: 08558150150, registered in the Companies Registry of Milan, licensee for the design, construction and management of the “Dalmine, Como, Varese and Valico del Gaggiolo highway connection and related works” (Pedemontano Lombardo Road System) by virtue of the Single Convention concluded on 1 August 2007 with CAL S.p.A. (hereinafter also referred to as “**APL**”), in the exercise of its functions, shall activate for the requesting Customer the Pedemontana Rechargeable service to pay tolls on the road and highway Routes managed by Autostrada Pedemontana Lombarda S.p.A. (A36, A59 e A60).

The purpose of this document is to provide the Customer (hereinafter “**Customer**”) with the general conditions of use (hereinafter “**GCU**”) of the Pedemontana Rechargeable service (hereinafter “**Service**” or “**Account**”) made available by APL for payment of highway tolls.

Activation of the Service is free of charge and entails full acceptance of these GCU.

### **1. CHARACTERISTICS OF THE SERVICE**

- 1.1 The Service allows the Customer, whether a natural or juristic person, to pay tolls for transits through highway routes managed by APL (A36, A59 e A60), in a non-personal, prepaid form, progressively diminishing in value and rechargeable. The Customer can choose the amount to load between one of three envisaged denominations (EUR 20, EUR 50, EUR 75, EUR 150, EUR 300). The amount charged is not a deposit and does not produce interest.
- 1.2 Each Customer may activate the Service for a single number plate choosing one of the following activation channels: via the web or enabled assistance points (the full list can be consulted on [www.pedemontana.com](http://www.pedemontana.com)).
- 1.3 It's not possible to proceed with activation of The Service more than once for the same number plate. If the Customer does not acknowledge having activated the Service for a vehicle/number plate on which the Service is active, he may notify that to one of the enabled assistance points, proving ownership of the vehicle for which he intends to activate the Service itself.
- 1.4 The Service may not be activated for number plates already associated with an active Number Plate Account Service.



1.5 The Service may not be provided if there is a Telepass-type on-board device (or one from another service provider) that is operating/active at the time of transiting through the toll collection portals.). In that instance, the transits will be visible on the Telepass account (or one from another service provider), and the billing terms will be those laid down by the contract stipulated with Telepass (or with another service provider). If the User activates the Service for a vehicle equipped with an operating/active on-board device, the transits will be charged to the Telepass account (or one from another service provider). In the event of on-board device deactivated/inoperative at the time of the transit, the toll will be automatically paid by progressively decreasing the amount loaded onto the Service.

## 2. SERVICE REGISTRATION AND ACTIVATION PROCEDURE

2.1 VIA WEB or APP: to activate the Service, it is necessary to register on a one-off basis by accessing the dedicated section on [www.pedemontana.com](http://www.pedemontana.com) or downloading the Pedemontana Lombardia APP. The Customer shall provide the following data: 1) nationality and number plate of the vehicle, 2) confirmation of the number plate of the vehicle, 3) e-mail address where he intends to receive the Service-related notices, 4) password (which the Customer may edit at any time), and 5) minimum amount threshold on reaching which he intends to receive the top-up warning (hereinafter “**Top-up Warning Threshold**”) selected by the Customer or automatically assigned by the system in the event that the Customer expresses no choice.

After entering his data, the Customer shall declare acceptance of the GCU and perusal of the privacy conditions, and also express his consent to the processing of data for marketing purposes.

The Customer will receive an email summarising the Service data (ID Code, nationality, number plate and activation link/code).

If he uses the Service via the APP, the Customer will receive notices on the status of the Account. Through the activation link or code set out in the mail the Customer will be able to access the screen of the first top-up necessary to activate the Service.

The registration procedure ends with the choice by the Customer of the top-up amount selected between the envisaged denominations (EUR 20, EUR 50, EUR 75, EUR 150 and EUR 300), by entering the data of his credit card and authorising the selected amount to be loaded.

The Service will be active only after the recharge has actually taken place, and only thenceforth will the transits be charged by progressively reducing the amount reloaded onto the Service. After making the first transit, the Customer will receive a welcome email confirming the first charge to the Service. Thenceforth, all transits made will be automatically paid by progressively reducing the amount topped up until the amount itself is fully used up.



2.2 **ENABLED ASSISTANCE POINTS:** to activate the Service at the enabled assistance points, the Customer, after accepting the GCU, perusing the privacy conditions and expressing consent to the processing of data for marketing purposes, proceeds with registration by notifying the operator in charge of the data referred to under point 2.1 above. The operator shows the Customer the document summarising the data entered. If the Customer confirms such data, the registration procedure ends with the notification to the operator of the top-up amount selected between the envisaged denominations (EUR 20, EUR 50, EUR 75, EUR 150 and EUR 300) and the indication of the way in which the Customer intends to credit the amount (credit card, debit card or cash).

Subsequently, the Customer will be informed by the operator as to whether the registration and top-up process has been successful. The Customer will also receive an email summarising the Service data (ID Code, nationality, number plate, and access password automatically generated by the system).

After the first transit, the Customer will receive a welcome email confirming the first charge to the Service. Thenceforth, all transits made will be automatically paid by progressively reducing the amount topped up until the amount itself is fully used up.

2.3 The Customer incurs full and exclusive liability for the data provided and the confidentiality of the credentials used to activate the Service. Accordingly, the Customer is solely liable for the transactions performed by third parties when using the Service and attributable to the Customer himself.

### **3. MANAGEMENT OF THE CUSTOMER AREA AND ACCESS CREDENTIALS**

3.1 Following activation of the Service, the Customer can access his own “customer area”, on the website [www.pedemontana.com](http://www.pedemontana.com), by typing the password indicated at the time of registration and the ID Code set out in the first mail of Service activation notice.

3.2 By accessing his own “customer area”, the Customer will be entitled to edit the data in the following fields: nationality, number plate of the vehicle, password, e-mail address, phone number, and top-up warning threshold. The Customer will be obliged to promptly update his own data, including the number plate of the vehicle. In the event of failure or delay in updating his data, all amounts relating to transits validated through the Free Flow system in the period between joining the Service and any data update by the Customer himself shall be charged to him.

3.3 Inside the “customer area”, the available credit, the date and amounts of the single top-ups, the date of transmission and the type of Service management communications (top-up outcome, exhausted credit warning, top-up warning for credit below threshold, first transit) will be indicated.



#### **4. TOP-UPS SUBSEQUENT TO THE FIRST ONE**

4.1 The Customer is entitled to reload the Service with top-ups subsequent to the first one in the following manner:

- by connecting to [www.pedemontana.com](http://www.pedemontana.com), under the “Pedemontana Rechargeable” section;
- through the “Pedemontana Lombarda” APP;
- accessing the ATMs belonging to Gruppo Intesa Sanpaolo, by selecting the CBILL Service; for the Gruppo Intesa Sanpaolo customers, it is also possible to access the same function through Internet Banking;
- by approaching one of the enabled assistance points indicated on [www.pedemontana.com](http://www.pedemontana.com).

4.2 Once the Top-up Warning Threshold is reached, the Customer will receive an ad hoc notice by e-mail.

4.3 When recharging an Account in the negative, below zero, the Customer shall top it up for an amount at least equal to the value of the accumulated debt.

4.4 In any event and at any time, the Customer can know the residual credit, by accessing his “customer area ” or by requesting it from the call centre or one of the enabled assistance points.

#### **5. TOLL PAYMENT OBLIGATION, LATE PAYMENT, ALTERNATIVE PAYMENT METHODS AND AUTOMATIC DEACTIVATION OF THE SERVICE**

5.1 Payment of the highway toll is due by law, pursuant to article 176, paragraph 11 of Legislative Decree No. 285 of 30 April 1992 as subsequently amended (“New Highway Code”). In accordance with art. 176, paragraph 11-bis, of the New Highway Code, both the driver and the owner of the vehicle are jointly and severally liable to pay the toll.

5.2 If the amount loaded is fully used up, the Customer will receive an e-mail and will have 7 (seven) days from date of first transit made in the absence of credit (i.e. with Service in the red) to top it up. Should he fail to top it up by said deadline, the Service will be deactivated and the toll must be paid, within 15 (fifteen) days from the date of each transit, through one of the payment methods described on [www.pedemontana.com](http://www.pedemontana.com).

5.3 After the aforementioned term of 15 (fifteen) days has elapsed in vain, APL will strive to recover the credit due in accordance with the law and pursuant to specific methods identified by it.



5.4 The Customer warrants that any and all data/information provided as part of the registration procedure referred to in article 2 above is truthful, accurate, complete and updated. Should APL ascertain that the Customer has provided false, outdated or incomplete data, it will be entitled to deactivate the Service as stipulated in article 12.2 hereunder.

## **6. LIMITATIONS OF LIABILITY**

6.1 APL disclaims any liability for claims by the Customer relating to the impossibility of using the Service. APL cannot be held liable for damages or claims, direct or indirect, arising from the failure to operate or defective operation of the electronic equipment of the Customer or third parties, including Internet Services Providers, or of telephone and electronic connections not directly managed by APL or by persons the latter is accountable to.

6.2 Without prejudice to the provisions of art. 6.1 above, the Customer acknowledges and accepts that APL cannot in any case be deemed liable for any type of damage, direct or indirect, accruing against the Customer or third parties for facts lying beyond its control or in any event beyond APL's responsibility that concern:

- the use or temporary impossibility to use the Service;
- any interruption of the Service;
- unauthorised access or the alteration of transmissions or Customer data by third parties.

6.3 The Customer undertakes to use the Service exclusively for lawful purposes allowed by the applicable laws, customs and usages and by rules of diligence, in any event without infringing rights of any third party and focusing in particular on the rules for personal data protection, on the laws applicable to the protection of intellectual and industrial property and on the legislation governing telecommunications.

6.4 The Customer accepts full and exclusive liability for the information sent by him or in his name concerning the Service, acknowledging that he is solely liable for it and holding APL or any other subjects associated with or controlled by it, its representatives and employees, as well as any partner of APL, from any resultant request for damages or compensation by reimbursing to APL any cost arising from claims or actions instituted against it by third parties for damages caused by the Customer or by persons authorised by the Customer to access the Service.

## **7. RIGHT OF WITHDRAWAL AND COMPLAINTS**

7.1 The Customer is entitled to withdraw from the Service at any time and without any penalty or closing costs.

7.2 Any problem relating to performance of the Service can be reported by e-mail sent to [pedaggi@pedemontana.com](mailto:pedaggi@pedemontana.com) or by calling the number 02.39.460.460.



## 8. EXERCISE OF THE RIGHT OF WITHDRAWAL

8.1 To exercise the right of withdrawal and spontaneously deactivate the Service, the Customer can access his “customer area”, using the special editing feature. At the end of the deactivation procedure, a Service closure document will be generated (in pdf format) setting out the residual credit, available inside the customer area. In the event of deactivation, the all amounts relating to transits validated through the Free Flow system during the period between joining the Service and deactivation by the Customer shall in any case be borne by the Customer.

As at the date of deactivation, the amount set out in such document therefore be considered provisional. Once 72 hours from the date of deactivation have elapsed, the amount can be considered final as it would be updated in respect of the transits made.

Once such period has expired (72 hours from date of deactivation), the Customer, to be refunded the residual credit, must formulate an ad hoc request sent by e-mail to [pedaggi@pedemontana.com](mailto:pedaggi@pedemontana.com) or by ordinary mail to Autostrada Pedemontana Lombarda S.p.A., via Benigno Crespi 17, 20159 Milano (MI), specifying the following reason in the subject line: “REFUND OF RECHARGEABLE”.

As the residual credit may only be refunded by crediting the current account, the reimbursement request must specify the IBAN number to be used for the bank transfer.

The Customer requesting the refund shall have to prove that he is the owner of the vehicle associated with the Service or a subject qualified to use it. Copies of the Service deactivation receipt, a valid identity document and the vehicle registration document must be attached to the reimbursement request. If the requesting person is other than the owner of the vehicle, a document attesting the valid ground for using the vehicle itself must also be necessarily attached. A form for such purposes can be downloaded from the website [www.pedemontana.com](http://www.pedemontana.com) and printed.

8.2 The Customer may also close the Service by going to the enabled assistance points, in which event it is the operator who will access the customer area (via ID Code and number plate) and perform the deactivation operation. At the end of the deactivation procedure, a Service closure document will be generated (in pdf format) setting out the residual credit, available inside the customer area.

8.3 As specified in art. 5.2 above, if no top up is made within 7 (seven) days from date of first transit made without credit or with insufficient credit, the Service will be automatically deactivated.



## **9. CALCULATION OF TOLL RATE, BILLING, RECEIPTS AND TRANSIT BREAKDOWN**

- 9.1 The toll is determined by the product of kilometres allocated to each trip times the unit rate increased by the supplementary fee. To this amount, we must add the VAT at the applicable legal rate. The unit rate is commensurate with the type of vehicle/motor vehicle used depending on its volume. Unit rates are periodically updated as per the formula laid down in the Single Licensing Convention with the Licensing Body, C.A.L. S.p.A. The annual increase of the unit rate applies indiscriminately and without any discretion to all road and highway Routes managed by APL. The toll rates relating to trips along the network managed by APL can be consulted on [www.pedemontana.com](http://www.pedemontana.com).
- 9.2 The processing and application of rates for transits referred to under the preceding point is the exclusive prerogative of APL.
- 9.3 The Customer will find the receipt for the top-up made within his “customer area ” or request it from the APL operators by approaching an enabled assistance point.
- 9.4 To request that a bill be issued for the top-up made, in accordance with art. 21 of Presidential Decree No. 633 of 26/10/1972, an ad hoc application should be submitted by filling out the form available on [www.pedemontana.com](http://www.pedemontana.com), under the section headed Billing – Pedemontana Rechargeable, and sending it by ordinary mail to Autostrada Pedemontana Lombarda S.p.A., via Benigno Crespi 17, 20159 Milano (MI).
- 9.5 If the Customer wishes to check the list of his own transits and the amounts charged, he will have to prove, also for the purposes of complying with the privacy legislation, that he exercises legal control over the vehicle or that he has been duly authorised by a third party who has control of the vehicle, whereupon he may submit an ad hoc written request at one of the enabled assistance points, producing his identity document and the vehicle registration document, together with a power of attorney in the event of a request submitted on behalf of third parties; alternatively, he may send a specific address to [pedaggi@pedemontana.com](mailto:pedaggi@pedemontana.com), attaching to the request a copy of the identity card and the vehicle registration document as well as any power of attorney, if need be.

## **10. PERSONAL DATA PROCESSING**

- 10.1 Autostrada Pedemontana Lombarda S.p.A., in its capacity as Data Controller for the processing of personal data provided by the Customer for the purposes of subscribing to the Service, and by him, if need be, supplemented or amended, informs the Customer, in accordance with Regulation (EU) 679/2016 (“Regulation”) and Legislative Decree No. 196/2003 (“Code”), that the abovementioned personal data could be the subject of processing, carried out with manual or IT tools, in any event suitable for ensuring its security and confidentiality as well as for avoiding any unauthorised access to the data itself, for the



purposes and according to the methods illustrated in the Privacy Policy on personal data processing through the website you can consult at [www.pedemontana.com](http://www.pedemontana.com), which the Customer declares to have personally perused.

## **11. AMENDMENTS TO THE GCU**

11.1 APL reserves the right to unilaterally amend at any time, even without notice, the terms and conditions set out in these GCU, without undermining the quality of the Service, and adapt the same to supervised technical and/or Service management needs, as well as to comply with prescriptions enjoined by law and/or by provisions of Authorities having a peremptory nature.

11.2 The Customer expressly authorises APL to send him, at his own email address or in the Customer area of the website, any special conditions and all subsequent amendments to the GCU, which represent all the contractual terms for performance of the Service. The Customer undertakes to print on paper or adequate durable support and to store the GCU and any amendments that might be subsequently introduced. The Customer will nevertheless be entitled to withdraw from the Service if he does not intend to accept such new conditions, in the manner specified in article 8 above.

## **12. SUSPENSION, DEACTIVATION AND VARIATION OF THE SERVICE BY APL**

12.1 The Service is provided on an indefinite duration basis.

12.2 APL may at any time suspend or conclusively deactivate the Service. In particular, APL may deactivate the Service, with immediate effect and without the need for prior notification, in the following instances:

- art. 8.3 of the GCU;
- for any breach of the provisions set out in these GCU;
- when the Customer fails to provide updated, exhaustive and truthful personal data;
- when the Customer uses the Service for illegal purposes or for the transmission or exchange of unlawful, harassing, racist, slanderous or defamatory material, or material damaging other people's privacy, abusive, threatening, harmful, vulgar or obscene, or that in any event actually or potentially infringes intellectual or industrial property rights or other rights of third parties; that causes harassment, disturbance or damage, in any manner whatsoever, to minors (violence, paedophilia, exploitation, etc.).





- when the Customer uses the Service for the transmission or exchange of viruses or chain letters or for an unsolicited mass distribution of e-mails.

12.3 APL will not be liable to the Customer for any delays, malfunctioning, suspension and/or deactivation in the provision of the Service caused by force majeure or unforeseeable circumstances, tampering or unlawful interventions by third parties on services or equipment, or incorrect use of the Service by the Customer.

12.4 APL reserves the right to suspend and/or deactivate the Service in the event of system congestion and/or overloading, as well as for the purpose of guaranteeing routine and non-routine maintenance interventions, without incurring any liability and/or burden in that regard.

12.5 Use of the Service necessarily entails acceptance of these GCU. The Service may be amended, updated and even terminated, temporarily or conclusively, at any time. In those scenarios, APL undertakes to make the amendments/updates/terminations known by informing the Customer through a notice placed on [www.pedemontana.com](http://www.pedemontana.com) and/or notice sent to the email address indicated by the Customer at the time of registration.

### **13. APPLICABLE LAW AND COURT WITH JURISDICTION**

13.1 These GCU and the Service are governed by the laws of the Italian State, without prejudice to the application of its rules in the event of conflict of laws in the field of data processing.

13.2 Jurisdiction over any disputes that might arise in the interpretation and execution of these GCU will be exclusively vested in the Court of Milan.

13.3 When dealing with a Customer-Consumer, it is hereby acknowledged that this document is inter alia subject to the application of Chapter I, Title III, Part III of the Consumer Code, and that the Court with jurisdiction will be the one of the place of residence or domicile of the consumer himself, as per the reference law.

13.4 APL's Privacy rules, as set out in article 10 above and in APL's Privacy Policy, are valid also for the other forms of payment specified on [www.pedemontana.com](http://www.pedemontana.com).

Should APL receive any formal written complaints about the interpretation and execution of the aforementioned Privacy rules, jurisdiction over the same shall be vested in the Italian Privacy Authority, i.e. the Court of Milan, unless the competent Authorities themselves decide otherwise.