



CAR PARK REGULATIONS

GENERAL CONTRACT CONDITIONS UNDER ARTICLE 1341 OF THE CIVIL CODE FOR THE OFFER TO THE PUBLIC, UNDER ARTICLE 1336 OF THE CIVIL CODE, OF A CAR PARK SERVICE IN AREAS SUBJECT TO PAYMENT BY PARKING METER

1. These general contract conditions govern the private contractual relationship between the user and the provider of the car park service, APCOA Parking Italia S.p.A., with registered offices in Mantua, Via Renzo Zanellini no. 15 (VAT No. 01578450205).
2. The subject of this contract is the provision by APCOA Parking Italia S.p.A. of a car park space in areas managed by APCOA Parking Italia S.p.A. upon payment of a fee. Storage and protection of the vehicle and the items inside are NOT covered by this contract.
By parking a vehicle in the paid parking areas managed by APCOA Parking Italia S.p.A., the user enters into a parking contract, regulated by these general contract conditions, provided as an offer to the public under article 1336 of the civil code.
3. All the areas covered by the blue-coloured bays are subject to payment by the hour, which must be paid in advance at the time of the start of the parking period.
Service times: parking is by payment every day from 07.30 a.m. to 9 p.m.
The fees and the payment time bands are displayed on every parking meter and on the vertical sign.
4. The parking ticket must be collected at the parking meter and displayed, legible and easily seen, on the vehicle's dashboard. Failure to display the ticket, or displaying it in a way that does not enable it to be read, will lead to the assumption that the fee has not been paid.
5. **In the case of partial payment of the parking period – that is, the ticket has expired - a contractual penalty will be applied, in accordance with article 1382 of the Civil Code, equal to the original hourly fee, for every hour or part thereof of unpaid parking; in the event of failure to pay for the parking period, a contractual penalty of €6.00 will be applied, in accordance with article 1382 of the Civil Code, equal to the hourly cost of the entire day, as well as the reimbursement of the costs sustained in order to confirm the existence of unpaid fees, for every day or fraction thereof of the parking period.**
6. It is not allowed to pay the operators in the parking areas directly for the parking period, or any penalties, since they are employed solely to control the parking. Payment of the contractual penalty can be made by postal order to the post office current account no. 28901254 or, alternatively, by bank transfer to IBAN code IT43 H076 0111 5000 0002 8901 254 in the name of Apcoa Parking Italia S.p.A., indicating the number and date of the penalty and the car's registration number.
7. **Payment of contractual penalties later than 15 days after the violation will lead to a further charge of €15.00 for costs associated with the administration of this additional delay.**
8. **In the event there are grounds for the application of a contractual penalty, APCOA Parking Italia S.p.A. undertakes to send an initial notification letter within and no later than 90 days from the violation. In the event of non-payment following the first notification letter, APCOA Parking Italia S.p.A. reserves the right to appoint a lawyer who will send, within and no later than 75 days after the first notification letter, a letter of warning of default with an additional charge of 50 euros as a contribution to legal costs. Failure to comply with the aforementioned terms will lead to the forfeiture of APCOA Parking Italia S.p.A.'s right to collect the contractual penalty and the additional amounts requested.**
9. In the event of the failure to pay the amounts referred to in the previous articles 5 and 7, notwithstanding the sending of an official letter of warning within the periods referred to in the previous article 8, APCOA Parking Italia S.p.A. may initiate legal proceedings as laid down by the civil code for the protection of its rights.
10. Subject to the right of defence and the remedies, including judicial, laid down by the law for their protection, users may contact the call centre of APCOA Parking Italia S.p.A. for any clarification, information or complaint from 9 a.m. to noon on the following telephone number: 0376 345000 –

extension 4. It is also possible to send written communications to the following address: registered office of the company located in Mantua, Via Zanelli no. 15 – fax no. 02-57760153 – email address: controllo.sosta@apcoa.it

11. NOTICE IN ACCORDANCE WITH ART. 13 OF THE LEGISLATIVE DECREE No. 196/2003 (PRIVACY CODE)

The Legislative Decree of 30 June 2003 n. 196 ("Code on matters of the Protection of Personal Data") provides for the protection of persons and other subjects regarding the treatment of personal data.

According to the law indicated, this treatment will be based on principles of propriety, legality and transparency and the protection of your confidentiality and rights.

In accordance with article 13 of the Legislative Decree no. 196/2003, we inform you that the data provided by you will be treated for purposes connected to the management of the ordinary contractual relations and, precisely, for keeping accountancy data on customers, invoicing, the management of the creditor, in meeting all the obligations laid down by the current regulations and to meet all the technical and operating requirements strictly connected to exercising the contractual rights laid down by the Regulations and the General Conditions of Contract that regulate the parking of cars and/or motor vehicles in the car parks and/or areas subject to payment with parking meters managed and/or administered by us, on our own account and/or on behalf of third parties. Your data may also be treated for any purposes connected to the management of the exercising of the credit rights of the undersigned Company and deriving from the violation of the Parking Regulations, completing to this end all and only those strictly connected activities.

The duration of the treatment is limited to the duration of the contractual relationship and, in any case, is limited to what is strictly necessary; should appropriate action be required to recover the credit, the treatment will continue for the entire duration of the respective dispute.

We make known that any refusal to communicate your personal data at the time the information is collected could lead to the objective impossibility for our company to partially or fully comply with the legal and/or contractual obligations connected to the contractual obligations to be established/in being and that therefore the relations could not be validly established and/or continued.

The treatment of your data may be carried out by means of both digital and manual tools, in compliance with all the precautionary measures required to ensure the safety and confidentiality of the information.

Your data may also be communicated to third parties in particular, to Poste Italiane s.p.a. with registered offices in Rome, viale Europa 190, to Hub s.r.l. with registered offices in Parma Via Emilio Casa 11/G , to Pubblico Registro Automobilistico (PRA), to Automobile Club Italia (ACI) with registered offices in Roma, via Magenta 5, and to legal consultants, companies and professionals appointed by the Company, exclusively for the fulfillment of technical, accounting, administrative, operational and managerial obligations strictly connected to credit recovery and to the aforementioned purposes and may be transferred, in accordance with the current regulations, to member countries of the European Union, should the transfer be necessary to carry out the obligations arising from the contractual/commercial relations in being.

In particular, the extended privacy information is understood to have been provided in accordance with article 13 of the Legislative Decree of 30 June 2003, no. 196, as reported on the corporate website www.apcoa.it , to which reference should be made.

The Data Controller is: APCOA Parking Italia S.p.A. - Registered offices: Via Renzo Zanellini, 15 – 46100 Mantua (MN) - Email address: info@apcoa.it . - VAT No. 01578450205 - Tax Code 01176050217, while the updated list of the internal and external Data Managers of APCOA Parking Italia S.p.A. can be found on the company website: www.apcoa.it.

Any amendments and/or supplements to the information on corporate privacy matters of APCOA Parking Italia S.p.A. will be reported on the corporate website www.apcoa.it , which is the designated location for obtaining all the updated information on privacy matters provided by Apcoa Italia S.p.A.

At any time, you can exercise your rights with regard to the Data Controller, in accordance with article 7 of the Legislative Decree 30 June 2003, no. 196, requesting in writing the supplementing, updating, correcting or amending of your data, as well as exercising all the rights the law grants you. For any communications and/or requests on matters of privacy in cases of necessity, contact the



following: APCOA Parking Italia S.p.A. Registered office: Via Renzo Zanellini, 15 – 46100 Mantova (MN) - Email: info@apcoa.it .

By using the car park managed by the Company, the contracting party states that it has received this privacy information as delivered by APCOA Parking Italia S.p.A., in accordance with article 13 of the Legislative Decree of 30 June 2003, no. 196, and has read, understood and accepted it and, furthermore, to have been informed that the website www.apcoa.it is the source of reference for any amendments and/or updates.

RIGHTS OF THE PARTY CONCERNED

Article 7 of the Legislative Decree 30.06.2003 no. 196

Right of access to personal data and other rights:

1. The party concerned has the right to obtain confirmation of the existence or otherwise of personal data that concern them, even if not yet registered, and the communication of these data in intelligible form.
2. The party concerned has the right to obtain an indication:
 - a) of the origin of the personal data;
 - b) of the purposes and methods of its treatment;
 - c) of the methods applied in the case of treatment carried out with the assistance of electronic instruments;
 - d) of the details of the identity of the data controller, managers and designated representatives in accordance with article 5, paragraph 2;
 - e) of the subjects and categories of subjects to whom the personal data may be communicated or who may become aware in their roles as designated representatives in the territory of the State, of the controllers or employees;
3. The person concerned has the right to obtain:
 - a) the updating, the correction or, when necessary, the supplementation of the data;
 - b) the cancellation, transformation into anonymous form or the blockage of the data treated in violation of the law, including those in which conservation is not necessary in regard to the aims for which the data is gathered or subsequently treated;
 - c) the statement that the operations under letters a) and b) are made known, including with regard to the content, to those to whom the data has been communicated or disseminated, except in the case this fulfilment is impossible or leads to the use of manifestly disproportionate means compared to the right protected.
4. The party concerned has the right to object, wholly or in part:
 - a) for legitimate reasons to the treatment of personal data concerning them, although relevant to the purpose of the collection;
 - b) to the treatment of personal data that concern them for the purpose of sending advertising material or direct sales or for carrying out market surveys and marketing communication.

NOTICE

Operators assigned to the control of the parking and the issuing of penalties for violation of these general contract conditions act as private subjects and are not therefore authorised to carry out public functions such as "traffic wardens". The contractual penalties are not therefore administrative sanctions and are not subject to the rules laid down by the Highway Code.