

### **PRIVACY POLICY**

A video surveillance system is active inside the car park that is used exclusively for the purposes of the safety and protection of the management system's personnel and property, as well as verifying full respect for anything governed by these car park Regulations.

In addition, cameras are placed close to the reserved lanes, configured to record the license plate numbers of cars passing by. Should there be a breach of these general contract conditions, this information may be used to impose the fines laid by the Regulations on the transgressor.

Further information is available on the web page <u>www.apcoa.it/privacy.html</u>, including details of the Data Controllers (internal and external), concerning the safety and protection of persons as well as the application of the fines laid down by the Regulations.

There is also a number plate reading system that records the vehicle's number plate at the time the ticket is withdrawn and, once the ticket has been paid at the end of parking, the system allows the vehicle to leave the car park without the need to display the ticket, thereby avoiding any interruptions to the outflow of vehicles.

# CAR PARK REGULATIONS GENERAL CONTRACT CONDITIONS UNDER ARTICLE 1341 OF THE CIVIL CODE FOR THE PUBLIC OFFER UNDER ARTICLE 1336 OF THE CIVIL CODE OF THE CAR PARK SERVICE

# Article 1

By taking a time-based ticket for the car park, a contract is concluded for the parking service inside the APCOA facility concerning the rental of an unsupervised parking space. Storage and protection of the vehicle and the items inside are NOT covered by this contract.

#### Article 2

The customer must park his/her vehicle in the appropriate parking bays in compliance with the horizontal and vertical parking signs and, in any event, in accordance with the instructions of the car park operator's personnel. The vehicles of customers who have parked improperly, in a position that blocks the flow of traffic in the car park, or simply outside the appropriate parking bays, may be removed by tow truck, for which they will be charged.

#### Article 3

Use of reserved lanes by unauthorised vehicles is prohibited. In the event of unauthorised use, a penalty will be applied equal to double the parking charge due, with a minimum charge of €50.

Should a customer in possession of a properly paid ticket unwittingly cross one of these lanes, the penalty will be reduced to 5 euros if paid at the manual till within 60 minutes, otherwise 15 euros.

# Article 4

Every parking space must only be used for parking a single motor vehicle. If a car straddles two parking spaces, the customer will be obliged to pay double the charge.

# Article 5

Users entitled to assisted parking under article 11 of the Presidential Decree 24.07.1996 No. 503 (parking reserved for the disabled) must register at the entrance before parking the vehicle, first contacting the operator in order to check the availability of reserved parking spaces. In the event the reserved parking spaces under article 11 of the Presidential Decree 24.07.1995 No. 503, are already occupied, parking will be on the basis of the ordinary car park service, including the hourly charges; otherwise, once the operator has been contacted, the ticket bearing the start time of parking must be retained and presented to the manned cash point at time of leaving, together with the documents proving the condition of disability (pass issued by the Municipality of residence and the identity document of the entitled person). Occupation of parking bays reserved for the disabled without displaying the aforementioned pass, or the use of the pass by persons not entitled to do so, may lead to penalties being imposed by the designated authorities.

### Article 6

In the event of failure to accept the conditions described in these "Regulations", the vehicle will be allowed to leave the car park without payment of the fee as long as this is done without delay and, in any case, within 15 minutes. In the event of multiple entries on the same day, it is made clear that the 15 minutes excess free of charge referred to in this article will not be applied from the third entry onwards. At the third entry onwards, a supplementary charge will be applied over and above the parking time used, as specifically indicated in the list of charges displayed at the entrance and the cash desk.

#### Article 7

In the event the ticket is lost, the amount of  $\in$ 180 will be due, without prejudice to the option, for both parties, of proving that a greater or lesser amount is due for the actual period of parking. The outcome of this assessment may therefore be an increase or reduction of the amount owed.

It remains understood the amount due in the event of the loss of a ticket may not, in any event, be less than  $\leq 15$ .

#### Article 8

The rules regulating the circulation of vehicles must be observed in the car park. The customer is obliged to scrupulously observe the signage and all the legal measures and the ENAC regulations. Inside the car park, it is mandatory for circulation to be conducted at a "walking pace".

Specifically, it is absolutely forbidden to:

1) smoke or use fire or naked flames;

2) unload and store objects of any kind, especially if flammable;

3) refuel, repair, carry out an oil change, wash vehicles, recharge batteries, accumulators etc. and generally carry out any maintenance operation on the vehicle;

4) leave the motor running and honk the horn;

5) park vehicles with leaks or other defects that could cause damage to the car park;

6) park vehicles without proper licence plates or authorised replacement plates;

7) access and park vehicles fuelled by gas propulsion (L.P.G.);

8) park a vehicle in transit areas or in front of safety exits;

9) enter/leave the car park with vehicles that exceed the maximum height shown at the access points.

## Article 9

The charges are publicly displayed at the entrances and the Kiosk / Cash desk.

### Article 10

Payment of the charge is carried out at the manned or automatic till before picking up the vehicle; the time available between payment of the fee and leaving the car park in the vehicle is 15 minutes. The penalties laid down by articles 3 and 4 may be paid to post office current account no. 28901254 or to the current bank account IBAN IT43 H076 0111 5000 0002 8901 254 in the name of APCOA Parking Italia spa, indicating the penalty number and the car's licence number.

Payment of penalties after 15 days will lead to a further charge of  $\in$ 15 for costs associated with the administration of this additional delay.

#### Article 11

In the event of the application of a contractual penalty, APCOA undertakes to send an initial notification letter within and no later than 90 days from the violation. In the event of non-payment, APCOA reserves the right to appoint a lawyer who will send, within and no later than 75 days from the aforementioned period, a letter of warning of default with an additional charge of 50 euros as a contribution to legal costs. Failure to observe the aforementioned periods will lead to the forfeiture of APCOA's right to collect the contractual penalty and the additional amounts requested.

### Article 12

The user who enters the parking area by means of the automatic parking payment system with Telepass, must carefully read the rules and regulations for the use of Telepass to pay for parking, available on the Telepass website. In regard thereto, the user will acknowledge that APCOA will not be a party to the contractual relationship between the user, holder of the Telepass subscription, and Telepass S.p.a. for the payment of services offered to the same user.

#### Article 13

The car park area and the associated equipment must be used with care; the customer will be charged for any damage caused due to improper use.

#### Article 14

The customer must abide by the instructions and requests of APCOA personnel or those appointed by the company in order to allow parking operations to be carried out promptly.

#### Article 15

Any claims for damage must be proven and, if possible, displayed to APCOA personnel before leaving the car park with the vehicle.

#### Article 16

The purpose of this contract solely concerns the service of parking through the rental of the space and not the storage and safeguarding of the vehicle; therefore, APCOA does not carry out any surveillance or guarding of the vehicle. Anyone intending to place their car under secure storage is obliged to give direct notice of this to APCOA personnel, and to provide the personal data of the person who will pick up the vehicle, in addition to the information about the car (model, colour, licence plate, name of owner): in this case, an additional charge will be made of  $\notin$ 20 a day.