

EASYPARK – GENERAL TERMS AND CONDITIONS FOR BUSINESS CUSTOMERS

Effective as of 1 February 2024

1 Applicability

- 1.1 These general terms and conditions (the “**Terms and Conditions**”) apply when EasyPark Italia S.r.l. (“**EasyPark**”), provides Services (as defined below) to business customers (the “**Customer**”) in Italy. Furthermore, these Terms and Conditions apply in applicable parts when any natural person associated to the Customer (a “**User**”) is using the Services in its capacity as a representative of the Customer. The Customer acknowledges that the Services are not subject to Legislative Decree no. 11 of the 27 January 2010 implementing Directive 2015/2366/EU on payment services.
- 1.2 All Services are provided in accordance with mandatory law and in accordance with:
- any individually agreed terms and conditions;
 - any special terms and conditions governing a particular Service (“**Special Terms and Conditions**”); and
 - these Terms and Conditions.
- In case of deviation between the abovementioned provisions, they shall take precedent in the abovementioned order.
- 1.3 The Services are directed to legal persons and their representatives. Reference to the “**Customer**” throughout these Terms and Conditions may include the Customer’s legal representatives, as applicable.
- 1.4 Section 20 includes special provisions governing the use of EasyPark services abroad.
- 1.5 By registering with EasyPark (see Section 3.2), the Customer agrees with and accepts to be bound by these Terms and Conditions and any applicable Special Terms and Conditions, by which a binding agreement (the “**Agreement**”) arises. These Terms and Conditions and any applicable Special Terms and Conditions form part of the Agreement between EasyPark and the Customer.
- 1.6 The Customer is responsible for the Users’ use of the Services (including, but not limited to, the liability to make payment for such use, as the case may be) and shall procure that such use is in accordance with the Agreement. The Customer shall provide Users with the contents of these Terms and Conditions as applicable from time to time (including of any amendment pursuant to Section 21), and shall procure that the User complies with these Terms and Conditions. The Customer is responsible for any fault, negligence or breach by any User.
- 1.7 By using any Service, Users shall be deemed to have accepted and agreed to be bound by these Terms and Conditions in applicable parts. If a User also has a consumer account with EasyPark, EasyPark’s from time to time applicable general terms and conditions for consumer customers apply to the User’s private use of any services provided by EasyPark.
- 1.8 Nothing in these Terms and Conditions may be construed as to deprive a Customer, which falls within the definition of micro-enterprise in accordance with art. 2, para. 3 of the Annex to the European

Commission recommendation 2003/361/EC of 6 May 2003, of its statutory rights in accordance with art. 18, let. d-bis) of Legislative Decree n. 206/2005 (the “**Italian Consumer Code**”).

- 1.9 If the Customer or the User, as the case may be, has authorised, permitted or otherwise made the Customer’s or the User’s Account or Profile, as the case may be, available for someone else to use, the Customer or the User bears full responsibility under the Agreement for such use (including, for the avoidance of doubt, the obligation to pay any accrued fees).

2 Definitions

- 2.1 In these Terms and Conditions, and in connection with the Services, defined terms and expressions shall have the meaning set forth below:

“**Account**” shall have the meaning set forth in Section 3.2.1.3;

“**Additional Service**” shall have the meaning set forth in Section 3.1.1;

“**Automatic CameraPark**” shall have the meaning set forth in Section 4.1.3;

“**Auto Top-Up**” shall have the meaning set forth in Section 10.1;

“**App**” means EasyPark’s Mobile Phone application, as well as EasyPark’s applications as available through other user interfaces (*e.g.*, certain smart watches);

“**Buckets**” shall have the meaning set forth in Section 4.1.2;

“**CameraPark**” shall have the meaning set forth in Section 4.1.3;

“**CameraPark System**” shall have the meaning set forth in Section 4.1.3;

“**Car App**” means EasyPark’s application to be used in the infotainment system of certain type of vehicles;

“**Charging Cost**” means the price payable by the User in relation to a Charging Session, corresponding to and being calculated based on the length of the relevant Charging Session multiplied with the charging price generally applied by the relevant P-operator or Partner in relation to the relevant Charging Station from time to time – however the Charging Cost does not include any EasyPark service fee that may be applicable in accordance with section 7 below;

“**Charging Service**” shall have the meaning set forth in Section 3.1.1;

“**Charging Session**” means a single, continuous charging session ordered by the User using the EasyPark System, during which the Customer’s Vehicle is charged at the relevant Charging Station;

“**Charging Station**” shall have the meaning set forth in Section 5.1.5;

“**EasyPark**” shall have the meaning set forth in Section 1.1;

“**EasyPark System**” shall have the meaning set forth in Section 3.1.1, *i.e.* EasyPark’s electronic system for modern parking and related services, which the Customer and any User gain access to via the IVR Service, the App, the Car App, the Portal and/or the Website;

“**EP Company**” shall have the meaning set forth in Section 20.1;

“**EP Country**” shall have the meaning set forth in Section 20.1;

“**EP Services**” shall have the meaning set forth in Section 20.1;

“**IVR Service**” means EasyPark’s interactive voice response service;

“**Licence Plate Number**” means the official registration number or personal licence plate number, as the case may be, of a vehicle, as set forth on the licence plates that are mounted to the vehicle;

“**Login Credentials**” shall have the meaning set forth in Section 3.2.1.5;

“**Mobile Phone**” means a mobile phone or a tablet;

“**Parking Cost**” means an amount (excluding VAT) corresponding to either (i) the parking fee payable by the User for the relevant parking time, or (ii) the price for a Bucket purchased by the User, as the case may be, which is set based on factors determined by the relevant P-operator, such as the applicable parking tariff, and the User’s usage, such as the amount of parking time. EasyPark does not have control over these factors, which may change from time-to-time. The Parking Cost does not include any EasyPark service fee that may be applicable in accordance with Section 8 below;

“**Parking Guidance Service**” shall have the meaning set forth in Section 3.1.1;

“**Parking Lot**” shall have the meaning set forth in Section 4.2.1;

“**Parking Service**” shall have the meaning set forth in Section 3.1.1;

“**Party**” and “**Parties**” means EasyPark and/or the Customer;

“**Partner**” means any partner which EasyPark co-operates with or otherwise maintains a contractual relationship with (however, excluding P-operators);

“**Payment Method**” shall have the meaning set forth in Section 8.2;

“**P-operator**” means any parking operator (including cities), which EasyPark co-operates with;

“**Portal**” means EasyPark’s web-based portal, which Customers using certain Additional Services may gain access to;

“**Prepaid Account**” shall have the meaning set forth in Section 8.2;

“**Product Package**” shall have the meaning set forth in Section 3.1.4;

“**Profile**” shall have the meaning set forth in Section 3.2.2.3;

“**Service/-s**” shall have the meaning set forth in section 3.1.1;

“**User**” shall have the meaning set forth in Section 1.1;

“**Vehicle**” shall have the meaning set forth in Section 3.2.2.3; and

“**Website**” means EasyPark’s website www.easyparkitalia.it.

2.2 Definitions may also be found elsewhere in these Terms and Conditions.

3 General terms and conditions for the Services

3.1 General

3.1.1 EasyPark provides an electronic system for modern parking (the “**EasyPark System**”), through which EasyPark, in co-operation with P-operators and other Partners, enables Customers and their Users to administrate parking of vehicles (the “**Parking Service**”) and to access additional related services that may be made available (each an “**Additional Service**”), such as charging of electric vehicles (the “**Charging Service**”), receiving parking guidance (“**Find&Park**”, the “**Parking Guidance Service**”) and other functions. The Parking Service and the Additional Services, as well as other services provided by EasyPark from time to time to business customers are jointly referred to as the “**Services**”. For the avoidance of doubt, EasyPark does not provide any parking locations, parking

spaces, or facilities for charging of electrical vehicles as such, nor does EasyPark perform any kind of enforcement services.

- 3.1.2 The Services offered by EasyPark are often dependent upon, or provided in combination with, services offered by P-operators and Partners. Such third parties may have their own applicable rules, regulations and/or terms of service. The Customer and any User is required to accept and comply with such rules, regulations and/or terms of service, as the case may be, in connection with its use of the Services. EasyPark is not responsible nor liable for the services offered by P-operators and Partners, or for providing such applicable rules, regulations and/or terms of service. Please contact the P-operator or Partner to receive information in this regard.
- 3.1.3 Some Services may be offered simultaneously and separate costs and fees for each Service may be applicable and charged. For a more detailed description of the Services, reference is made to the information provided on the Website and in the App/Car App from time to time.
- 3.1.4 EasyPark offers a selection of product packages (each a “**Product Package**”) including the Parking Service and Additional Services, if applicable, whose contents, certain information on prices and any special terms and conditions are described on the Website and in the App/Car App from time to time. The Product Package will be activated upon registering with EasyPark.
- 3.2 **Access to the Services, registration data, etc.**
- 3.2.1 *Registration of the Customer, etc.*
- 3.2.1.1 A pre-condition for the Customer to gain access to the Services is that the Customer registers as a business customer with EasyPark. EasyPark reserves the right to reject an application for registration.
- 3.2.1.2 The Account provides an overview of the account balance, transaction history, purchased active and historical products and registered vehicles. EasyPark provides information regarding parkings and Charging Sessions made on the Customer’s and/or User’s Business Self-Service, and such information is generally stored for at least twelve months.
- 3.2.1.3 Registration can be made via the Website, the App or telephone, or in such other ways as accepted by EasyPark from time to time. The Customer, in order to use the Services, shall open an account with EasyPark (the “**Account**”). In connection with the application for registration, the Customer shall select a Product Package and select a Payment Method accepted by EasyPark, and register a payment card, or, as applicable, provide other information relevant for the selected Payment Method. Furthermore, the Customer shall provide other requested information, such as a valid phone number and email address.
- 3.2.1.4 When the Customer’s registration has been completed, it is granted a non-exclusive and non-transferable right, which is limited in time and not sub-licensable, to use the EasyPark System and thereby the Services and – if applicable – the App, the Car App and the Portal through its Users, in accordance with the selected Product Package and the Agreement. The Customer’s and any User’s right to use the EasyPark System and, if applicable, the App, the Car App and the Portal, remains during the term of the Agreement and for as long as the Customer has an active Account and the

Customer and any User discharge their respective duties under the Agreement (including these Terms and Conditions and any applicable Special Terms and Conditions).

- 3.2.1.5 When a registration has been approved, the Customer receives a unique username and password (together, the “**Login Credentials**”). The Login Credentials also enable the Customer to, *inter alia*, log on to the Customer’s personal website on the Website (“**Business Self-Service**”) and the App, and the Portal, as the case may be.
- 3.2.1.6 Subject to Section 17.2, the Customer may, at any time, close the Account by contacting the Customer Service by sending a specific email to the email address indicated on the Website. Depending on the circumstances, the status of the Customer’s Account may be classified as: (i) **Active**: the Account is active and fully operational. An active Account is an account that has had an active transaction in the previous 24 months, for example a parking or a subscription fee; (ii) **Inactive**: the contractual relationship between the Customer and EasyPark is in force, but the fruition of the Services is temporarily inactive. The inactive status shall cease with the reactivation of the Account or the closure of the same by the Customer and (iii) **Closed**: the contractual relationship between the Customer and EasyPark is deemed to be definitively terminated.
- 3.2.1.7 The Account shall become inactive upon occurrence of one or more of the following circumstances: (i) the Payment Method is no longer valid including without limitation where the Payment Method has been removed by the Customer or has expired, and such Payment Method has not been replaced by the Customer; (ii) the balance of the Customer’s Prepaid Account, as defined by Section 8.2, is negative for any reason whatsoever. For this purpose, the balance of the Prepaid Account is “negative” when it is below Euro 0 (zero); (iii) EasyPark is not able to charge the Monthly Fee to the Customer, if applicable; (iv) the Customer has not carried out any operations on the Account for a period of 24 months. For the avoidance of doubt, the Customer may request the reimbursement of the credit available on the Account at any time without this resulting in the Account becoming Inactive or Closed provided that such request would not entail the occurrence of the situation under (iii) above.
- 3.2.2 *Registration of a User, etc.*
- 3.2.2.1 Pre-conditions for the User to be able to use the Services are that (i) the Customer’s application for registration has been approved by EasyPark, and that (ii) the User is registered with EasyPark, as a business user associated to the Customer. EasyPark reserves the right to reject a User’s application for registration.
- 3.2.2.2 The Profile provides an overview of the account balance, transaction history, purchased active and historical products and registered vehicles. EasyPark provides information regarding parkings and Charging Sessions made on the User’s Business Self-Service, and such information is generally stored for at least twelve months.
- 3.2.2.3 Registration can be made via the Website, telephone or in such other ways as accepted by EasyPark from time to time. The User, in order to use the Services, shall open a profile with EasyPark, linked to the Customer’s Account (the “**Profile**”). In connection with the registration, requested information regarding the User, such as further specified personal data, valid mobile phone number and email

address and fiscal code shall be provided. In order to use the Services, EasyPark shall be provided with the License Plate Number of the Vehicle for which the User intends to use the Services (the “**Vehicle**”), it being understood that EasyPark shall not be responsible for the verification of the correctness of the data with the ACI – Pubblico Registro Automobilistico, Public Register of Motor Vehicles – or the competent offices of the State authority for motor vehicles.

- 3.2.2.4 When the registration has been completed, the User is granted a non-exclusive and non-transferable right, which is limited in time and not sub-licensable, to use the EasyPark System, the Services and – if applicable – the App and the Car App, subject to the Product Package selected by the Customer and the Agreement. The right to use the EasyPark System and, if applicable, the App and the Car App, remains during the term of the Agreement and for as long as the Customer has an active Account and discharges its duties under the Agreement (including these Terms and Conditions), and the User has a Profile and discharges its duties under these Terms and Conditions.
- 3.2.2.5 When a registration has been completed, the User will receive Login Credentials, which enable the User to, *inter alia*, log on to the User’s Business Self-Service and the App.
- 3.2.2.6 Certain Services offered through the App or the Car App require that the User has enabled the function “allow location access” and/or “allow notifications” on its Mobile Phone, Vehicle or other technical solutions approved by EasyPark from time to time.

3.3 **The Customer’s and the User’s undertakings and responsibility**

- 3.3.1 The Customer is responsible for procuring that accurate information regarding the Customer is registered with EasyPark at any time. Following the registration, the Customer shall log on to its Business Self-Service or check the settings in the App or the Car App, as applicable, to verify that the registered information is accurate. EasyPark is not liable for erroneous registered information, regardless of registration method, unless otherwise is provided in Section 14.2.
- 3.3.2 The Customer and the User are jointly and severally responsible for procuring that accurate information regarding the User and relevant vehicles is registered with EasyPark at any time. Following the registration, the User shall log on to its Business Self-Service or check the settings in the App or Car App, as applicable, to verify that the registered information is accurate. EasyPark is under no circumstances liable for erroneous registered information, regardless of registration method.
- 3.3.3 The Customer is responsible for ensuring that any payment card registered through EasyPark, or any other selected Payment Method, as applicable, is valid, not blocked and that the associated account, if any, has sufficient balance/spending limit. The Customer shall provide EasyPark with relevant information (*e.g.* through update in the App or on Business Self-Service, or by notifying EasyPark’s customer service) regarding a new payment card (if used as the Payment Method), or add a new Payment Method, at the latest by the end of the calendar month preceding the calendar month when the registered payment card expires.
- 3.3.4 If the Customer has been approved to make payment against invoice, the Customer shall provide EasyPark with any relevant invoicing information, such as company name, organizational number, invoice address, SDI Code (*codice univoco per le fatture elettroniche*) or PEC address (*posta*

elettronica certificata) and VAT number, as requested by EasyPark from time to time, and procure that such provided information is up to date at all times.

- 3.3.5 The Customer is responsible for deregistering any User, which no longer is associated with the Customer.
- 3.3.6 The Customer shall provide EasyPark with any reasonably requested information and documentation in order for EasyPark to be able to comply with any tax reporting obligations (*e.g.*, the Customer's VAT number).
- 3.3.7 The Customer and the User, respectively, is responsible for procuring that its Login Credentials are kept and used in a safe manner, and not disclosed or otherwise made available to any unauthorised person.
- 3.3.8 The Customer or the User, as the case may be, shall without delay inform EasyPark, as instructed from time to time on the Website (*e.g.* through an update in the App or on Business Self-Service, or by notifying EasyPark's customer service), if:
- the Customer or the User, as the case may be, has any reason to believe that an unauthorised person has gained access to or knowledge of the relevant Login Credentials;
 - any registered information regarding the Customer or the User, as the case may be, has been changed or should be updated, for example if the Customer or the User, as the case may be, is no longer using the mobile phone number registered with EasyPark;
 - the Customer or the User, as the case may be, has any reason to believe that the Licence Plate Number of a Vehicle registered for use of Automatic CameraPark (as defined below) is misused;
 - the car that the Customer is using through a third party (*e.g.*, a leasing company) is returned to the third party; or
 - a Mobile Phone, on which the User has installed the App, or a Vehicle in which the User has installed the Car App, is lost or stolen; or
 - a registered Vehicle has been sold, has been subject to judicial impoundment or to any other administrative sanction preventing the use of the Vehicle, or otherwise will not be used in relation to the Services,

in order for EasyPark to take appropriate measures, such as blocking the Login Credentials, the Licence Plate Number and/or the Customer's Account or the User's Profile or update the Customer's or the User's registered information.

The Customer and the User, respectively, shall also keep EasyPark notified of any other circumstances of importance to the Agreement and/or the provision of the Services.

- 3.3.9 In addition to what is set out in the Agreement, the Customer and the User, respectively, shall comply with any instructions given by EasyPark from time to time.
- 3.3.10 The Customer and the User, respectively, is responsible for procuring that the (a) telephone, (b) Mobile Phone or (c) other technical equipment (*e.g.*, a Vehicle's infotainment system) used by it in relation to the Services functions properly and is compatible at all times with (i) the EasyPark System,

(ii) the Services, (iii) the App, (iv) the Car App, and (v) the Portal as applicable. The Customer and the User, respectively, is also responsible for procuring that the App and the Car App are duly updated, if applicable. The performance requirements applicable from time to time in relation to the EasyPark System, the Services, the App, the Car App and the Portal, are available on the Website.

- 3.3.11 The Customer accepts that invoices, as the case may be, and other financial documents are sent by email and/or provided through the Customer's Business Self-Service.
- 3.3.12 The Customer and the User may only use the Services, the EasyPark System and the EasyPark account in accordance with the Agreement, and any misuse by the Customer or the User (including, as the case may be, allowing any third party's misuse) of the Services, the EasyPark System and/or the Customer's EasyPark account is strictly prohibited.

4 Special terms and conditions for the Parking Service

4.1 General

- 4.1.1 Through the Parking Service, the User is able to: (i) notify the relevant P-operator of the start of the parking, the preliminary parking time and the end of the parking, (ii) if necessary, extend the parking time, and (iii) procure that payment is made by the Customer for the effective parking time or for the minimum tariff applied by the P-operator, if any and as applicable (*tariffa ordinaria*, "ordinary tariff"), in accordance with the top-up option of the Prepaid Account assigned to the Customer's Account to which the User's Profile is linked (please see respectively Sections 9.1 and 9.2 below). However, due to rules established by a particular P-operator, the User may in relation to certain Parking Lots only be able to notify the P-operator of a fixed parking time, which cannot be prematurely ended or extended, or a minimum parking time.
- 4.1.2 As an alternative to the payment of the ordinary tariff as detailed under Section 4.1.1 above, for certain Parking Lots the User may utilise parking tickets for a fixed amount of time (such as multiple hours, daily, weekly, monthly, semi-annual and annual tickets) purchased by the Customer, provided that this option is made available, and upon the conditions applied, by the relevant P-operator (*ticket periodico*, "**Buckets**"). Where Buckets are available for a specific Parking Lot, the App will show this and the User may select this option to pay the Parking Cost.
- 4.1.3 In relation to certain Parking Lots, access may be granted and a parking may be started and/or ended with the help of a P-operator's automatic number plate recognition system (the "**CameraPark System**"), whereby the time a Vehicle enters and leaves a Parking Lot is automatically registered and, if applicable, forwarded to the EasyPark System ("**CameraPark**"). If the CameraPark System is fully automated ("**Automatic CameraPark**"), a parking is activated automatically in the EasyPark System when the relevant Vehicle enters the Parking Lot (if the vehicle's Licence Plate Number has been activated for Automatic CameraPark in the App in due course before the entry), whereby the User receives a notification in the App, and is ended automatically in the EasyPark System when the Vehicle leaves the Parking Lot. If the CameraPark System is not fully automated, the User must activate a parking manually in the EasyPark System (*e.g.*, through the App), whereby the start time automatically will be set to the time when the relevant Vehicle entered the relevant Parking Lot, but

the parking is ended automatically in the EasyPark System, when the Vehicle leaves the Parking Lot. The Customer and User are responsible for checking whether Automatic CameraPark is available for a given Parking Lot. Areas with Automatic CameraPark are marked with a camera symbol in the App.

- 4.1.4 Automatic CameraPark is subject to activation. The Customer acknowledges that Automatic CameraPark can (only) be activated by the User, for which the Customer is fully responsible. When Automatic CameraPark is activated and used, the Customer and the User each:
- confirm that it is an authorized User of the Vehicle for which Automatic CameraPark is activated;
 - understand that it is obliged to disable the Licence Plate Number for Automatic CameraPark if it is no longer an authorized user of the related vehicle;
 - understand that adding a Licence Plate Number to its account for Automatic CameraPark is at the Customer's and User's own risk and account;
 - understand that the Parking Cost and any EasyPark service fee that may be applicable in accordance with Section 7 below, will be calculated when the relevant Vehicle exits the Parking Lot and will be automatically debited using the payment method the Customer has chosen;
 - understand that allowing push notifications in the App/Car App is not mandatory but it can help to keep the Customer and/or User informed about ongoing parking and/or when one of the vehicles in the Customer's/User's account is enabled or disabled for Automatic CameraPark;
 - understand that only Parking Lots with a camera symbol in the App/Car App support Automatic CameraPark; and
 - understand that Parking Lots that use Automatic CameraPark may be added or removed without notice.
- 4.1.5 The Customer and/or – if applicable – the User shall ensure that (de)activation of Automatic CameraPark is timely done before the next entry of a Parking Lot that supports Automatic CameraPark.
- 4.1.6 The CameraPark Systems are provided and maintained by P-operators and not by EasyPark. EasyPark does not provide any technical support in relation to the CameraPark System; instead the Customer and the User are referred to the relevant P-operator.
- 4.1.7 The Parking Service may among other things be used for permit parking, provided that the relevant P-operator accepts this. When using the Parking Service for permit parking, the User needs a parking permit. The User is responsible for procuring that it holds a relevant parking permit. When using the Parking Service for permit parking, the User can only notify the P-operator of a fixed parking time, which cannot be prematurely ended.
- 4.1.8 The Parking Service also includes EasyPark either: (i) reselling dematerialised parking tickets to the Customer, which EasyPark has purchased in advance from the relevant P-operator, whereby the value of a parking ticket sold by EasyPark to a Customer corresponds to the Parking Cost incurred by a

User; or (ii) collecting the payment of the Parking Cost from the Customer and then transfers the total amount of the collected Parking Costs to the relevant P-operator (on a monthly basis). The application of either alternative mentioned above depends on the relevant P-operator, and does not affect the way the Parking Service is provided to Users.

4.1.9 In connection with the Parking Service, EasyPark offers certain Additional Services and functions (some at an additional cost depending on the Product Package). For example, the User may choose to receive a reminder from EasyPark (*e.g.* via SMS) at a certain time before a preliminary set or fixed parking time ends. The User is always responsible for ending or extending a parking that has been started via the Parking Service, irrespective of whether the User has chosen to receive a reminder and irrespective of whether the reminder is actually received.

4.2 Terms of use

4.2.1 The Parking Service can only be used at parking lots and within parking areas/zones (each a “**Parking Lot**”), which:

- (i) at any given time are indicated in the App’s map interface or in the Car App’s; and/or
- (ii) have parking meters with EasyPark stickers, or otherwise have signs or other EasyPark distinctive marks, which indicate that EasyPark co-operates with the P-operator in relation to the relevant Parking Lot.

4.2.2 To be able to use the Automatic CameraPark service in relation to a particular Vehicle, the User must activate the Automatic CameraPark service for such Vehicle, via the App, the Portal or Business Self-Service, and register the Vehicle’s Licence Plate Number. The User is responsible for specifying the correct Licence Plate Number. If the User also has a consumer user account, it must select which account any Automatic CameraPark parking shall be registered to before entering the gate.

4.2.3 If the relevant private or public company for the concession and/or management of the parking and/or the competent municipal authorities requires so, the fruition of the Services may also be subject to the placement of an EasyPark identification ticket (placard or similar) on the front windscreen of the Vehicle. In these cases, the User acknowledges and agrees that EasyPark shall not be liable in any way for whatsoever fine, sanction or penalty or any other damage incurred by the User in relation to the failure to post the aforesaid identification ticket.

4.2.4 The User can start a parking session through the Parking Service by activation via either

- the App;
- the Car App;
- the IVR Service; or
- the CameraPark System, provided that the relevant P-operator supports Automatic CameraPark.

In order to make sure that the parking has started correctly, the User shall check that a confirmation of the started parking has been received via

- the App, when using the App;
- the Car App, when using the Car App;

- the interactive voice response/a SMS receipt, when using the IVR Service;
- the App, when using CameraPark.

If the User starts a parking session through the Parking Service, the User shall specify the parked Vehicle's Licence Plate Number and the relevant Parking Lot, unless Automatic CameraPark is used. If the User uses the App's or the Car App's positioning function or CameraPark, the User shall ascertain that the proposed Parking Lot is in fact the Parking Lot on which the User has parked. The User is responsible for specifying the correct Parking Lot and Licence Plate Number, irrespective of whether such information has been proposed through the App's or the Car App's positioning function or through the use of Automatic CameraPark. EasyPark assumes no liability if the wrong Parking Lot or Licence Plate Number has been specified (see Section 14.4a)).

4.2.5 When using the Parking Service for permit parking, if the P-operator so requires, the User shall have a parking permit attached to the front window of the parked Vehicle. Please contact the P-operator to receive information on whether a visible residential/parking permit is required.

4.3 **The Customer's and the User's undertakings and responsibility**

4.3.1 The Customer and the User shall always comply with applicable laws and regulations, and the rules established by the relevant P-operator at any given time, or which are otherwise applicable in relation to the Parking Lot where the User parks the Vehicle.

4.3.2 The User is responsible for starting the parking correctly and ascertaining that the specified Parking Lot and Licence Plate Number is correct, as set forth in Section 4.2.4.

4.3.3 The User is responsible for procuring that a started parking session is ended or extended, as the case may be. If the User did not state a preliminary end time or a total parking time when the parking was started, the User is responsible for ending the parking manually. If the User is using CameraPark, the User shall check that a started parking has ended when the relevant Vehicle leaves the relevant Parking Lot, and notify EasyPark's customer service, if it has not ended automatically.

4.3.4 If the User is using CameraPark, the User is responsible for procuring that the relevant Vehicle's number plates are clean, not damaged and otherwise in a readable condition when the Vehicle enters and leaves the Parking Lot.

4.3.5 If the Parking Service is not available or is out of function for example due to reasons attributable to the (i) telephone, (ii) Mobile Phone or (iii) other technical equipment (e.g. a Vehicle's infotainment system) used by the User, or failure, disruption or delay in telephone, Internet, or other communication network, or a CameraPark System, or the GPS function, the User or the Customer, as the case may be, is responsible for making proper payment for the relevant parking session to the P-operator in any other way instructed by the P-operator (e.g., by payment in relevant parking meter). If the User in such a case does not make payment in any such other way, the User risks to be issued a parking fine, or a fee or charge for incorrect parking. The User shall be exclusively responsible for paying any such parking fine issued to the User and EasyPark assumes no liability in relation thereto.

4.3.6 The Customer and the User are jointly and severally responsible for deactivating the Automatic CameraPark service in relation to a Vehicle, if the Customer or the User no longer wants to use such

service in relation to such Vehicle (*e.g.*, if the Vehicle has been sold, or, in respect of lease and rental cars, when the relevant rental or lease period has ended), or no longer wants to use the service for an individual parking (*e.g.*, if the Customer or User has lent the Vehicle to a third party). If the Customer or User is unable to deactivate Automatic CameraPark, they are responsible for either making EasyPark duly aware of this or refraining from using areas with Automatic CameraPark. Failure to deactivate Automatic CameraPark does not relieve the Customer of its payment obligations under this Agreement.

- 4.3.7 The Customer or the User, as the case may be, is responsible for any parking fines and fees or charges for incorrect parking (which may be notified or collected in connection with parking violations), and the payment thereof. Any parking violation is a matter between the Customer or the User, as the case may be, and the relevant P-operator or the police authority. EasyPark remains neutral in such disputes. However, EasyPark may at its sole discretion provide information to the disputing parties.

5 Special terms and conditions for the Charging Service

5.1 General

- 5.1.1 Through the Charging Service, the User is able to notify any relevant Partner or P-operator, or EasyPark (when EasyPark acts as a reseller), as applicable, when a Charging Session is started, the preliminary charging time/level and when the Charging Session is ended, and, if necessary, extend/increase the charging time/level.
- 5.1.2 The terms and conditions for the Parking Service set forth in Section 4, apply *mutatis mutandis* to the Charging Service. However, started and ended parking shall, respectively, mean started and ended Charging Session. No permit parking exists in relation to the Charging Service.
- 5.1.3 In relation to certain P-operators and Partners, the Charging Service includes an element of immediate on-demand purchase and re-sale of electricity or charging time, whereby EasyPark acts as resellers. When a User is charging an electric Vehicle and starts a Charging Session, from such time and until the Charging Session has ended, EasyPark will i) buy the relevant electricity or charging time from the relevant P-operator or Partner; and ii) re-sell the relevant electricity or charging time to User.
- 5.1.4 If EasyPark does not function as reseller, EasyPark will collect the relevant Charging Cost (including VAT), which shall be determined as indicated under the respective definition in Section 2 above, from the User and transfer it to the relevant Partner or P-operator.
- 5.1.5 Charging Stations are provided and maintained by Partners and P-operators, and not by EasyPark. EasyPark assumes no responsibility for the charging station used by the User in connection with the Charging Service (the “**Charging Station**”) and does not provide any technical support in relation to the Charging Station. EasyPark also assumes no responsibility for the electricity consumed, unless EasyPark acts as reseller. If a Charging Station does not function properly or, *e.g.*, has caused damage to the Customer’s Vehicle, the Customer and the User are referred to the relevant Partner or P-operator. If contact details are not provided in connection with the Charging Station, these may also be retrieved by the Customer and the User from EasyPark’s customer service.

5.1.6 The Customer and – if applicable – the User are responsible for paying for parking fees and/or following other parking rules (as applicable) set out by a P-operator or Partner in a Parking Lot where the Charging Station is located.

5.2 **The Customer's and the User's undertakings and responsibility**

5.2.1 The Customer and the User shall always comply with applicable laws and regulations, and the rules established by each relevant Partner or P-operator at any given time, or which are otherwise applicable in relation to the User's charging of the Vehicle.

5.2.2 If the Charging Service is not available or is out of function for example due to reasons attributable to (i) Mobile Phone or (ii) other technical equipment (*e.g.*, a Vehicle's infotainment system) used by the User, or failure, disruption or delay in the telephone, Internet, or other communication network, the User or the Customer, as the case may be, is responsible for making proper payment to the relevant Partner or P-operator in any other way instructed by such Partner or P-operator.

5.2.3 The Customer or the User, as the case may be, is responsible for any damage caused by the Customer, the User, the relevant Vehicle or other property pertaining to the Customer or the User, in connection with the charging of the relevant Vehicle, unless otherwise is provided in Section 14.2.

5.2.4 The Customer shall be liable for any breach of these Terms and Conditions as well as for any other wilful or negligent acts or omissions by any of its Users in relation to their use of the Services.

5.2.5 The Customer shall be liable for any breach of these Terms and Conditions, as well as any other wilful or negligent acts or omissions, by any third parties using the Services without being registered as a User under the provision of these Terms and Conditions.

6 **Special terms and conditions for the Parking Guidance Service**

6.1 Through the Parking Guidance Service, the User may receive proposals regarding available Parking Lots and/or Charging Stations close to the User, through the App's positioning function or other technical solution approved by EasyPark from time to time which is compatible with the Parking Guidance Service.

6.2 The Parking Guidance Service requires that the User uses the App and has enabled the functions "allow location access" and/or "allow push notifications" on its Mobile Phone or other technical solutions approved by EasyPark from time to time.

6.3 EasyPark does not guarantee that the Parking Lots/Charging Stations as proposed by the Parking Guidance Service are actually available, nor that the Parking Guidance Service shall always accurately guide the User to such Parking Lot/Charging Station. Furthermore, EasyPark assumes no liability in that respect.

7 **Prices and fees, etc.**

7.1 The Customer irrevocably assumes the liability to make payment for any Parking Cost, Charging Cost or other amount incurred by any User when using the Services.

- 7.2 The size and calculation of any prices or fees payable to EasyPark depends on the Product Package selected by the Customer. Information on the relevant standard pricing for the Services can be found on the Website, unless the Parties have agreed otherwise in the Agreement. The standard pricing may be subject to change. The current standard pricing is published on the Website. All prices and fees are stated exclusive of VAT. Parking Costs and Charging Costs are depending on the Customer's and the Users' actual use of the Parking Service and the Charging Service, and are in addition to and not included in EasyPark's prices and fees. For Users using the App or the Car App, EasyPark will provide information regarding the basis for calculating the Parking Cost, Charging Cost, as the case may be, in the App or the Car App, as applicable.
- 7.3 EasyPark's pricing model for the Product Packages (*i.e.*, excluding any Parking Cost or Charging Cost) currently consists of:
- (a) a non-recurring fee when a registration is completed;
 - (b) a transaction fee payable per User and transaction depending on the Product Package selected by the Customer (which primarily is driven by the Customer's and any User's parking requirements);
 - (c) a fixed recurring monthly subscription fee per User; and/or
 - (d) a fee per use of Additional Services.

However, the Parties may agree on another pricing model in the Agreement.

- 7.4 Separate prices and fees may be charged for Additional Services (such as the Parking Guidance Service) and other additional notifications and functions, which are not included in the relevant Product Package. If the Customer pays against invoice, an invoicing fee may apply in accordance with the Price List.
- 7.5 Additional Services, which currently are included in the Product Packages, or any new services, may in the future be subject to separate fees.
- 7.6 EasyPark reserves the right to change its prices and fees, including changes to recurring subscription fees and the Price List. Such amendments will become effective no earlier than thirty (30) days after the Customer has been informed of the change. Where the Customer does not intend to accept the application of the new amounts, the same shall close the Account pursuant to these General Terms and Conditions, within the same term of thirty (30) days; otherwise, the new amounts shall be deemed as accepted.

8 Payment terms: prepaid account and payment against invoice

- 8.1 Payment can be made either through a Prepaid Account, as defined below, or against invoice.
- 8.2 In order to pay the fees due to EasyPark for the Customer's and its Users' use of the Services, the Customer could open a prepaid Account (the "**Prepaid Account**"). In this case, payment is made by using the credit available on the Customer's Prepaid Account, which may be topped-up through the credit or debit card or any other payment methods provided by the Customer upon registering with EasyPark that is accepted by EasyPark (the "**Payment Method**") in accordance with Sections 9 and 10 below. There is no daily expense limit on the Prepaid Account. For information regarding

additional payment terms applicable to each respective Payment Method, reference is made to the relevant payment service provider.

- 8.3 Alternatively, payment can be made against invoice. Payment against invoice is subject to EasyPark's approval from time to time and the invoice shall be paid in accordance with the payment terms stated therein.
- 8.4 EasyPark reserves the right to carry out credit assessments in respect of the Customer prior to accepting any application for registration and during the term of the Agreement.
- 8.5 The fixed recurring monthly fee is charged or invoiced, as the case may be, monthly in advance and is not refundable. Other prices and fees (except for what is set forth in Section 8.6) are either invoiced or charged in accordance with the top-up option of the Prepaid Account assigned to the Customer (please see respectively Sections 9.1 and 9.2 below), as the case may be, after the starting or ending of the relevant Service. The Customer hereby approves such charging.
- 8.6 An amount corresponding to the Parking Cost or Charging Cost, and EasyPark's percentage surcharge, if applicable in accordance with the Product Package selected by the Customer, is charged or invoiced after the Services have been provided to the Customer/User, as the case may be, (i) after the parking time or Charging Session has expired, provided, however, that the price for a Bucket is charged or invoiced, as the case may be, to the Customer upon completion of the purchase; or (ii) if EasyPark acts as resellers in relation to the Charging Service, after the relevant Charging Session having being ended.
- 8.7 If EasyPark, on the basis of its risk or credit assessment of the Customer, deems it necessary to do so, EasyPark may with immediate effect demand a bank guaranty or other security from the Customer.
- 8.8 In case of delay with the payment of the amounts due, EasyPark reserves the right to apply any interests in the measure of 5% per year on the amount due until the effected payment, and to act in order to recover its credits. Where the interest rate indicated in the foregoing is, at any time, higher than the interest rate permitted by the Italian law, the interest shall be deemed as automatically reduced within the maximum limit permitted by the law.
- 8.9 If payment is not made on time, EasyPark is furthermore entitled to deactivate the Customer's and User's account and thus make the Service unavailable to the Customer and User until payments are received and the account is re-activated. For Automatic CameraPark this also implies that such feature is deactivated when the account goes inactive, and the Customer and/or – if applicable – the User needs to re-activate the feature when the Service should be used again. EasyPark is not responsible for any claim against the Customer or User, for example relating to non-payment of applicable parking fees, during a time when the Customer's or User's account was inactive.

9 Top-up options

- 9.1 The Customer may top up its Prepaid Account with selected fixed amounts, equal to ten (10), twenty-five (25), fifty (50) or one hundred (100) Euro. The top-up of the Prepaid Account is subject to the provisions of Section 10 below. If this option is applicable, the following shall apply:

- (i) the amount charged on the Prepaid Account can be used by the Customer to pay the costs associated to the Services such as the Parking Costs, the Charging Costs or the fees due for the Additional Services and relevant fees due to EasyPark for the use of said Services as per Section 7 as well as the monthly fee, where applicable;
- (ii) should the Parking Cost or Charging Cost, as the case may be, due to be paid by the Customer from time to time be higher than the amount charged on the Prepaid Account, EasyPark will send a notification to the Customer 15 (fifteen) minutes before the expiry of the paid parking time, in order to allow the Customer to top-up its Prepaid Account with one of the abovementioned fixed amounts 10 (ten), 25 (twenty-five), 50 (fifty) or 100 (one hundred) Euro. If the Customer does not top-up the Prepaid Account before the expiry of the initial parking time, it will not be possible for the Customer to pay the exceeding Parking Costs or Charging Costs, as the case may be, through the EasyPark System;
- (iii) if there are no funds on the Prepaid Account, it will not be possible for the Customer to pay the costs associated to the Services through the EasyPark System;
- (iv) if there are no funds on the Prepaid Account to pay the monthly fee, where applicable, the Prepaid Account will be debited with such monthly fee and will become inactive pursuant to Section 3.2.1.7.

9.2 As an alternative to the model under Section 9.1 above, the Account may be topped up with the amount corresponding to the estimated parking and charging, and relevant Parking Cost and Charging Cost from time to time. If this option is applicable, the following shall apply:

- (i) should the Customer stop a parking or charging in advance, the amount charged on the Prepaid Account in excess of the Parking Cost or Charging Cost, as the case may be, due for the parking/charging will be saved on the Prepaid Account. The amount saved on the Prepaid Account may be used by the Customer to pay the costs associated to the Services such as the Parking Costs, the Charging Costs or the fees due for the Additional Services and relevant fees due to EasyPark for the use of said Services as per Section 7 as well as the monthly fee, where applicable. If the balance of the Prepaid Account is Euro 0 (zero) the EasyPark System will debit the fees due in relation to the Services and the monthly fee, where applicable, by charging the relevant amount on the Payment Method selected by the Customer provided that such Payment Method is valid and there are sufficient funds. If the Payment Method is not valid or there are not sufficient funds, sections (iii) and (iv) below shall apply;
- (ii) should the Parking Cost or Charging Cost, as the case may be, due by the Customer from time to time be higher than the amount charged on the Prepaid Account, the EasyPark System will automatically charge the amount required to pay the Parking Cost or Charging Cost, as the case may be, on the Payment Method selected by the Customer, provided that such Payment Method is valid and there are sufficient funds. If the Payment Method is not valid or there are not sufficient funds, sections (iii) and (iv) below shall apply;

- (iii) if the Payment Method selected by the Customer is valid but there are no funds, it will not be possible for the Customer to pay the costs associated to the Services through the EasyPark System;
- (iv) if the Payment Method is not valid, in addition to sections (iii) above, the Account will become inactive pursuant to Section 3.2.1.7;
- (v) if the Payment Method selected by the Customer is valid but there are no funds to pay the monthly fee, where applicable, the Prepaid Account will be debited with such monthly fee and will become inactive pursuant to Section 3.2.1.7.

9.3 At the moment of the registration, the EasyPark System shall automatically assign to the Customer one of the two top up models respectively described under Sections 9.1 and 9.2 above. The Customer will receive an SMS confirming which model has been assigned to the Customer.

10 Auto Top-Up

10.1 With reference to the top-up model described under section 9.1 above, an auto top-up feature (the “**Auto To-Up**”) shall apply pursuant to which the Prepaid Account will be automatically topped up in accordance with the provisions of Section 10.2 below.

10.2 The Auto Top-Up requests the Customer to indicate a specific amount of money which will be automatically topped-up on the Prepaid Account of the same Customer. The Auto Top-Up automatically comes into operation each time the balance of the Prepaid Account is equal to or lower than 10% of the fixed amount of the top-up. By way of example, if the Customer has set the amount of Euro 25.00 as an Auto Top-Up amount, the Auto Top Up will come into operation upon achievement of the balance of Euro 2.50, by topping-up the Prepaid Account for Euro 25.00.

10.3 Upon occurrence of the Auto Top-Up and as a receipt of the same, EasyPark shall send to the Customer an email and/or a text message with the relevant confirmation. Should the Customer detect any errors with respect to the Auto Top-Up service, he/she shall promptly contact the EasyPark Customer Service.

10.4 If the registered information as to the payment terms for the fruition of the Services is not correct, the Auto Top-Up may not come into operation. EasyPark assumes no liability towards the Customer, or the User as the case may be, for any damage or loss incurred by the Customer or the User as a result of the failure of the Auto Top-Up to come into operation in such circumstance. EasyPark reserves the right, in any case, to deactivate the Auto Top-Up in case of lack of funds on the credit or debit card selected for the Auto Top-Up and whenever EasyPark has reason to suspect the existence of any frauds or abuses of the Services (even attempted).

11 Credit refund

11.1 In case of closure of the Account or deactivation of the Account due to inactivity pursuant to Section 3.2.1.6, as well as in the case described in Section 17.4, EasyPark shall refund the available balance on the Prepaid Account, limited to the amounts deriving from the top-ups carried out by the Customer

under Sections 8, 9 and 10 and excluding any amounts due to the Customer by way of discounts, vouchers, premiums *et similia*.

- 11.2 EasyPark shall return to the Customer the amounts indicated above by means of refund of the relevant sums on the credit or debit card or any different Payment Method (accepted by EasyPark) used by the Customer for the top-up of the Prepaid Account. Should this procedure result to be impossible or excessively burdensome for EasyPark, EasyPark shall proceed to the refund by means of bank transfer on the bank account of the Customer, whose details shall be communicated by the Customer to EasyPark upon request of the latter.
- 11.3 In case of refund via bank transfer, EasyPark shall have the right to receive from the Customer an amount for the refund of the expenses incurred equal to Euro 5.00 (five), out of the amounts to be returned to the Customer. In such case, if the balance available on the Prepaid Account is equal to or lower than Euro 5.00 (five), EasyPark may decide to not proceed to refund the available balance.
- 11.4 EasyPark reserves the right to reject any refund request if, in relation to the same, (i) EasyPark reasonably deems that the Customer is trying to illegally or fraudulently claim his/her right to be refunded, i.e. by submitting several refund requests; (ii) the Customer does not comply with one or more obligations arising from these Terms and Conditions; and/or (iii) EasyPark reasonably suspects that the Customer is using the service in a fraudulent way or the Account is fraudulently used by any third-parties.

12 Verification of the single operations

The details of the single operations carried out by the Customer will be available in real time on the Account, which will be accessible via the Website or the App. The Customer has the possibility to access the Website and print a periodic account balance of said operations at any moment; the information concerning the single operations will be kept on the Account for a minimum period of twelve (12) months from the performance of each operation.

13 The availability of the EasyPark System, intellectual property rights, etc.

- 13.1 The EasyPark System and Services are under continuous development and may be updated or changed from time to time or, subject to Section 17.4, discontinued.
- 13.2 To be able to use the EasyPark System, the Customer and the User shall have a device that is compatible with the technical requirements of the EasyPark System. EasyPark does not guarantee compatibility in that respect.
- The EasyPark System is generally available 24 hours a day, however excluding time necessary for planned interruptions for upgrades, modifications and maintenance. The Customer and the User, respectively, acknowledges that software can never be tested in all possible situations and that deviation from agreed functionality and unexpected errors and disruptions may occur. EasyPark

- reserves the right to update the EasyPark System with new functions or otherwise modify it in order to, for example, adapt it to new technology, new security standards or new administrative procedures.
- 13.3 All copyright (including the right to computer programs, data bases, source codes, object codes and algorithms) and other intellectual property rights (including trademarks and patent rights) relating to the EasyPark System and its contents are owned or licensed by EasyPark or its suppliers and partners. No such rights are transferred to the Customer by the virtue of the Agreement, or to the User by virtue of these Terms and Conditions. It is not allowed to use, or to grant others a right to use, the EasyPark System or its contents for commercial purposes. The Customer and the User, respectively, does not have any right to copy, distribute, sell, publish, transfer, lend, sub-license, modify, or otherwise dispose of or take any action regarding the software included in the EasyPark System or regarding any other intellectual property relating to the EasyPark System. The Customer and the User, respectively, does not have any right to engage in reverse engineering, decompilation, disassembling or in any way attempt to access the software's source code. The Customer shall bear the costs of any damage resulting from non-compliance, if any. In addition and without prejudice to the Customer's and the User's respective right to information and data protection pursuant to Sections 3.2.1.2 and applicable law, the Customer and the User have no right to by itself or through others collect and store the Application and the Website's proprietary information.
- 13.4 The Customer shall ensure that all information and materials, which, as the case may be, are transferred by the Customer and by the User to the EasyPark System are free from damaging elements or source code or malware (such as viruses, worms and Trojan horses). It is the responsibility of the Customer that any information which the Customer or the User, as the case may be, uploads to Business Self-Service or makes available via the App, the Car App or the Portal, as the case may be, does not infringe any third party's intellectual property rights and is not in conflict with any applicable law or regulation.
- 14 EasyPark's liability**
- 14.1 EasyPark's aggregate liability towards the Customer shall in no event exceed an amount equivalent to Euro 5,000 except if EasyPark has acted fraudulently or with gross negligence.
- 14.2 Nothing in these General Terms and Conditions shall exclude liability of EasyPark for gross negligence and wilful misconduct, or death and personal injury caused by EasyPark's negligence, or any other type of liability which cannot be excluded or limited under applicable law.
- 14.3 EasyPark is not liable for:
- a) loss or damage to the User's Vehicle or other properties while using any Parking Lots or Charging Stations;
 - b) the services offered by P-operators or Partners; or
 - c) indirect, special or consequential damages such as, *e.g.*, loss of profits or for any damages in relation to the Customer's or any User's, as the case may be, relationships with any third party.

14.4 Further, EasyPark is not liable for any damage or loss incurred by the Customer or the User, as the case may be, caused by:

- a) the Customer's or any User's, as the case may be, fault or negligence, including that any User has (i) not correctly started or ended a Service (irrespective of whether the User has selected to receive a reminder from EasyPark or used CameraPark), (ii) not heeded information provided, or (iii) specified the wrong Parking Lot or Licence Plate Number when starting a parking (irrespective of whether such information has been stated manually or after a proposal made by the positioning function in the App or the Car App);
- b) the Customer or any User, as the case may be, not having discharged its duties under the Agreement or otherwise not complied with EasyPark's instructions;
- c) any User having parked a Vehicle in violation of applicable laws, regulations, and/or rules established by the relevant parking operator, or which are otherwise applicable in relation to the Parking Lot where the User parks the Vehicle;
- d) error or insufficient functionality (such as the equipment being switched off or having a discharged or dead battery) relating to Customer's or any User's (i) telephone; (ii) Mobile Phone; or (iii) other technical equipment (*e.g.*, a Vehicle's infotainment system), as the case may be, which may result in a parking or a Charging Session not being started or extended (whereby the User risks, *e.g.*, a parking fine) or being ended correctly (whereby the Customer risks, *e.g.*, to pay too much for the User's parking or charging);
- e) failure, disruption or delay in telephone, Internet, or other communication network provided by a party other than EasyPark, or any telecommunication operator's actions or omissions affecting the Services' functionality or its availability, which *e.g.* may result in the Customer's or User's Mobile Phone or other technical equipment not being able to communicate with the EasyPark System and a parking or a Charging Session not being started or extended (whereby the User risks, *e.g.* parking fine) or being ended correctly (whereby the Customer risks, *e.g.* to pay too much for the User's parking or charging);
- f) error or defect in a technical function, which specifies the amount of the relevant Parking Cost or Charging Cost;
- g) error or defect in a CameraPark System (including any misreading of a number plate);
- h) the Service having been cancelled by EasyPark due to reasons that prove to be incorrect, but which EasyPark had reason to believe were correct at the time of the cancellation and which justified the cancellation;
- i) disruption in or inadequate access to one or several Services, which EasyPark could not reasonably have foreseen;
- j) a Charging Station not functioning correctly;
- k) a Parking Lot/Charging Station proposed by EasyPark not being available when the User arrives there;

- l) the Customer or any User, as the case may be, not having informed EasyPark of a known or suspected misuse of the Licence Plate Number of a Vehicle registered for use of Automatic CameraPark;
- m) a Mobile Phone, on which the User has installed the App, or a Vehicle, in which the User has installed the Car App, being lost or stolen and the Customer or the User not having duly informed EasyPark about this;
- n) the GPS function of the Mobile phone (in relation to the App) or in-car system (in relation to the Car App) is faulty or not accurate
- o) the Customer or any User, as the case may be, not having duly deactivated the Automatic CameraPark service in relation to a Vehicle;
- p) unauthorised use of the Login Credentials and/or the Services;
- q) any action or inaction of any User; or
- r) Force majeure (see Section 18).

14.5 EasyPark is in no event liable for any damage or loss incurred by any User.

15 The Customer's liability

15.1 The Customer shall indemnify and hold EasyPark harmless against any damages or losses suffered by EasyPark as a consequence of the Customer's, or any User's fault or negligence, the Customer not having discharged its duties under the Agreement or otherwise not complied with EasyPark's instructions, any User not having discharged its duties under these Terms and Conditions or otherwise not complied with EasyPark's instructions, and any action or inaction of any User.

15.2 The Customer shall also indemnify and hold EasyPark harmless against any third party claims being made against EasyPark, which are a direct or indirect consequence of the Customer's or any User's use of any Service.

16 Complaints

16.1 In case of a defective Service or an erroneous charge or fee, the Customer shall submit a written complaint to EasyPark's customer service without delay, and at the latest within 60 days from when the relevant Service started to be provided, alternatively from when the Customer became, or should have become, aware of the relevant erroneous charge. The complaint shall clearly specify the nature of the defect or error. The Customer and the User, as relevant, shall provide reasonable assistance to EasyPark in connection with any investigation made due to the complaint.

16.2 Complaints regarding erroneous Parking Costs or Charging Costs are handled and decided upon in dialogue with the relevant P-operator or Partner. If and when such a complaint is approved, EasyPark shall without delay credit the Customer with the relevant amount. If the complaint is rejected, EasyPark shall notify the Customer of the outcome of the handling of the complaint and motivate the decision. Complaints related to a CameraPark System will be referred to the relevant P-operator.

16.3 EasyPark may at any time, whether prior to or after the Customer has been credited by EasyPark for any fees or other charges pursuant to Section 16.2 or otherwise, require the Customer to object to any

corresponding claim of a P-operator, Partner or other third party, as the case may be, as part of the Customer's reasonable assistance and cooperation. In addition, pursuant to EasyPark's written request, the Customer shall procure that EasyPark is allowed to handle any negotiation or dispute with any third party in relation to a dispute or potential dispute in respect of such fees or charges claimed from or credited by EasyPark. This includes granting EasyPark all authorisations and all assistance reasonably required to enable EasyPark to defend, at its own cost, against such claim or potential claim and to agree to any settlement or otherwise compromise or discharge such claim.

17 Term, early termination, etc.

- 17.1 The Agreement is effective from the confirmation of the Customer account registration by EasyPark (see Section 1.5) until it is terminated in accordance with the terms of the Agreement, or as otherwise agreed in writing.
- 17.2 Unless otherwise is agreed between the Parties in the Agreement, the Customer may terminate the Agreement:
- a) with immediate effect, if the Customer has activated a Product Package without fixed monthly fee; or
 - b) as per the end of the next calendar month following the notice of termination, if the Customer has selected a Product Package with a fixed monthly fee (in full or in part).
- 17.3 EasyPark has the right to immediately suspend the Customer's and any User's access to the Services, cancel the Customer's Account and any User's Profile and/or terminate the Agreement with immediate effect if:
- a) the Customer is in material breach of any of its undertakings under the Agreement;
 - b) the User is in material breach of any of the provisions applicable to it under these Terms and Conditions;
 - c) the Customer does not fulfil, or there is a reasonable reason to assume that the Customer will not fulfil, its payment obligations in relation to EasyPark, or does not have a valid payment card or any other Payment Method registered through EasyPark;
 - d) the Customer, according to EasyPark's reasonable assessment, could be expected to become insolvent;
 - e) the Customer uses the EasyPark System or any Service in violation of the Agreement or in a way which may be detrimental or cause damage to EasyPark or any third party;
 - f) the User uses the EasyPark System or any Service in violation of these Terms and Conditions, or in a way which may be detrimental or cause damage to EasyPark or any third party;
 - g) there is any material change in the Customer's ownership structure;
 - h) the User has repeatedly parked its Vehicle in violation of applicable laws, regulations, and/or rules established by any relevant P-operator;
 - i) the Customer or the User, as the case may be, has provided incorrect, incomplete or misleading information;

- j) the Customer does not duly provide any guarantee or security requested pursuant to Section 8.7; or
- k) EasyPark, based on an overall assessment, considers it likely that the Customer or the User, as the case may be, may be involved in, or linked to, criminal activity that may imply a breach of this Agreement.

- 17.4 EasyPark may terminate the Agreement or stop providing the Services at any time, as a whole or in parts, subject to one (1) month's prior notice.
- 17.5 If the Customer has selected a Product Package, for which the Customer pays in full or in part a fixed monthly fee, it is the Customer's responsibility to terminate the Agreement if any registered Vehicle has been sold, is temporarily deregistered, or otherwise will not be used, or if a User is no longer associated to the Customer.
- 17.6 Subject to Section 17.2, the Customer may, at any time, close the Account by contacting the customer service by means of the call centre or sending a specific email to the email address indicated on the Website. Once the Account is closed and the Customer is no longer registered, the Agreement shall be deemed as terminated.
- 17.7 Termination of the Agreement (for whatever reason) shall not affect any rights and/or obligations incurred by a Party prior to the date the Agreement is terminated.

18 Force Majeure

EasyPark shall not be responsible or liable for failure or delay in carrying out the terms of this Agreement resulting from any cause or circumstance beyond EasyPark's reasonable control, including, but not limited to, fire, flood or other natural disasters, acts of war, terrorist actions, labour conflicts, failure, disruption or delay in telephone, Internet or other communication network, restrictions in the general traffic, accident, explosion, disturbances, legislation or measures taken by governmental authority.

19 Information, Personal Data

- 19.1 The Customer agrees that EasyPark may identify the Customer as a customer and use the Customer's logo and trademark in EasyPark's promotional materials. The Customer may request that EasyPark stops doing so by contacting EasyPark. The Customer acknowledges that it may take EasyPark up to 30 days to process such request.
- 19.2 The Customer acknowledges that EasyPark may share information regarding (the Customer's use of) the Services to P-operators and Partners in order to discharge its duties in relation to them. Furthermore, the Customer acknowledges that EasyPark may report any misuse of the Services, illegal activities, fraudulent or inappropriate behaviour and/or suspicions thereof to the police or any other competent authority.
- 19.3 Personal data is processed and handled in accordance with applicable legislation for the protection of personal data and in accordance with EasyPark's privacy policy.

20 EasyPark in other countries

- 20.1 EasyPark is part of a group of companies (each an “**EP Company**”) who provide services substantially corresponding to the Services provided by EasyPark (the “**EP Services**”), in the countries which are from time to time listed on <http://www.easyparkgroup.com> (exclusive of any country listed as a franchise) (each an “**EP Country**”). Please visit “<http://www.easyparkgroup.com>” for information on places within an EP Country where the EP Services may be used.
- 20.2 If a User visits another EP Country (*i.e.* another country than Italy), the User may use the EP Services for business purposes provided that the Customer and the User, respectively, agrees to the applicable general terms and conditions of the Local EP Company.
- 20.3 When using the local EP Services, the User and the Customer enters into a contractual relationship with the local EP Company while also remaining a Customer of EasyPark.
- 20.4 The EP Services are provided by the local EP Company, and when the Customer/User uses the EP Services, it is a customer of the local EP Company. However, when using the EP Services, the Customer makes payment to EasyPark (and not to the local EP Company). The daily exchange rates published by the Swedish Central Bank are used to convert any fee charged in any EP Country to Euro.

21 Amendments, assignment, etc.

- 21.1 EasyPark reserves the right to amend these General Terms and Conditions and/or any Special Terms and Conditions. In such case, EasyPark shall promptly inform the Customer and make the new version of the General Terms and Conditions and/or any Special Terms and Conditions available to the Customer. Should the Customer thereafter continue to use the Services, the Customer shall be deemed to have accepted the amendments.
- 21.2 The Terms and Conditions and any Special Terms and Conditions applicable from time to time are available on the Website.
- 21.3 EasyPark has the right to assign, in full or in part, its rights and/or obligations under the Agreement to any other person or party without the Customer’s consent. Furthermore, EasyPark has the right to employ sub-contractors to discharge its duties under the Agreement.
- 21.4 The Customer may not assign its rights and/or obligation under the Agreement, without EasyPark’s written consent.
- 21.5 The User may not assign its rights and/or obligation under these Terms and Conditions, without EasyPark’s written consent.

22 Miscellaneous

- 22.1 The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.
- 22.2 These General Terms and Conditions constitutes the entire agreement between EasyPark and the User with respect to the subject matter hereof.

- 22.3 All notices or other communications under the Agreement shall be made through the Portal, email and/or the (Car) App.
- 22.4 The Parties agree that, should any provision of the Agreement be held invalid or unenforceable, such provision and the other terms and conditions of the Agreement shall apply to the extent allowed.
- 22.5 EasyPark and the User agree that, should any provision of these Terms and Conditions be held invalid or unenforceable, such provision and the other terms and conditions of these Terms and Conditions shall apply to the extent allowed.
- 22.6 Neither the Agreement nor these Terms and Conditions do confer any exclusive rights or obligation to either Party.
- 22.7 These Terms and Conditions (as well as any other terms and conditions which forms part of the Agreement) are available in several languages out of which the Italian language version constitutes the original language version. The Parties acknowledge that in case of any discrepancies between this language version and the Italian language version of the Terms and Conditions, the Italian version shall prevail.

23 Applicable law and disputes

The Agreement, these Terms and Conditions and any Special Terms and Conditions shall be governed by and construed in accordance with Italian substantive law. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Chamber of Commerce of Milan. The arbitral tribunal shall be composed of a sole arbitrator. The seat of arbitration shall be Milan. The language to be used in the arbitral proceedings shall be English unless the Parties agree otherwise. Notwithstanding the above, EasyPark shall have the right to bring an action before the public court regarding unpaid claims for the Service provided under this Agreement.

24 Customer service

EasyPark's customer service answers questions regarding the Agreement, these Terms and Conditions, any Special Terms and Conditions, and the Services provided by EasyPark during office hours during business days in Italy.

Telephone number: +390899260111

Email address: servizioclienti@easypark.net

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25 Specific approval of Sections

Pursuant to and for the effects of Articles 1341 and 1342 of the Italian Civil Code, the Customer declares to have examined and specifically approves the following Sections: 3.2 Access to the

Services, Registration data etc; 3.3 The Customer's and the User's undertakings and responsibility; 7 Prices and fees; 8 Payment terms: prepaid account and payment against invoice; 9 Top-up options; 10 Auto Top-up service; 11 Credit refund; 13 The availability of the EasyPark System, intellectual property rights etc; 14 EasyPark's liability; 16 Complaints; 17 Term, early termination, etc.; 18 Force Majeure; 21 Amendments, assignments etc; 22 Miscellaneous; 23 Applicable law and disputes.

SPECIAL TERMS AND CONDITIONS FOR THE GUEST PARKING SERVICE

Effective as of 1 February 2024

1 General

- 1.1 These special terms and conditions for the Guest Parking Service (the “**Guest Parking Terms and Conditions**”) apply in addition to EasyPark’s general terms and conditions for business customers (the “**Terms and Conditions**”) when EasyPark provides the Guest Parking Service (as defined below), which is an Additional Service, to Customers in Italy.
- 1.2 The Guest Parking Service is provided in accordance with mandatory law and in accordance with:
- any individually agreed terms and conditions;
 - these Guest Parking Terms and Conditions; and
 - the Terms and Conditions.

In case of deviation between the abovementioned provisions, they shall take precedent in the abovementioned order.

- 1.3 Terms defined in the Terms and Conditions shall have the same meaning in these Guest Parking Terms and Conditions unless otherwise is explicitly stated.

2 The Guest Parking Service

- 2.1 Through the “**Guest Parking Service**”, the Customer is able to, through the Portal, notify the relevant P-operator of when a parking made by a customer of the Customer (a “**Third-party User**”) starts and ends, and if necessary, extend the parking time. However, in relation to certain Parking Lots, as indicated in the Portal, the Customer can only notify the P-operator of a fixed parking time, which cannot be prematurely ended or extended.
- 2.2 The Customer is responsible for any Third-party User’s parking via the Guest Parking Service (including, but not limited to, the liability to make payment for such use, as the case may be), and shall procure that such use is in accordance with the Agreement. The Customer shall inform any Third-party User of the contents of the Terms and Conditions and these Guest Parking Terms and Conditions from time to time, and shall procure that the Third-party User’s parking via the Guest Parking Service complies with the Terms and Conditions, these Guest Parking Terms and Conditions and any instructions given by EasyPark from time to time. The Customer is responsible for any fault, negligence or breach by any Third-party User.

3 Access to the Portal, etc.

A pre-condition for the Customer to gain access to the Portal is that EasyPark has approved the Customer for the use of the Guest Parking Service. Such approval may be granted upon the Customer’s request.

4 Terms of use

- 4.1 The Guest Parking Service can only be used at Parking Lots, which:
- (i) at any given time are specified in the list “*EasyPark works here*”, which is available on the Website; or
 - (ii) have parking meters with EasyPark decals, or otherwise have signs or other EasyPark distinctive marks, which indicate that EasyPark co-operates with the P-operator in relation to the relevant Parking Lot, and
 - (iii) are not indicated as non-compatible with the Guest Parking Service in the Portal.
- 4.2 When using the Guest Parking Service, the Customer shall start a parking by activation via the Portal. In order to make sure that the parking has started correctly, the Customer shall check that a confirmation of the started parking has been received via the Portal.
- 4.3 When using the Guest Parking Service, the Customer shall in connection therewith specify the parked vehicle’s Licence Plate Number and the relevant Parking Lot. The Customer is responsible for specifying the correct Parking Lot and Licence Plate Number . EasyPark assumes no liability if the wrong Parking Lot or Licence Plate Number has been specified (see Section 6.1.1a)).
- 4.4 EasyPark provides information regarding parkings made by a Third-party User in the Portal, and such information is generally stored for at least twelve months.

5 The Customer’s undertakings and responsibility

- 5.1 The Customer shall always comply, and shall procure that any Third-party User always complies, with applicable laws and regulations, and the rules established by the relevant P-operator at any given time, or which are otherwise applicable in relation to the Parking Lot where the Third-party User parks the vehicle.
- 5.2 The Customer is responsible for starting the parking correctly, by specifying the parked vehicle’s Licence Plate Number and the relevant Parking Lot. The Customer is responsible for procuring that the specified Parking Lot and Licence Plate Number is correct.
- 5.3 The Customer is responsible for procuring that a started parking is ended. If the Customer did not state a preliminary end time or a total parking time when the parking was started, the Customer is responsible for ending the parking manually.
- 5.4 If the Guest Parking Service is not available or is out of function when the Third-party User shall park or at any time during the Third-party User’s parking (*e.g.*, due to reasons attributable to the technical equipment used by the Customer, or failure, disruption or delay in telephone, Internet, or other communication network), the Third-party User or the Customer, as the case may be, is responsible for making proper payment to the P-operator in any other way instructed by the P-operator (*e.g.*, by payment in relevant parking meter).
- 5.5 The Customer or the Third-party User, as the case may be, is responsible for any parking fines and fees or charges for incorrect parking (which may be notified or collected in connection with parking violations), and the payment thereof. Any parking violation is a matter between the Customer or the Third-party User, as the case may be, and the relevant P-operator or the police authority. EasyPark

remains neutral in such disputes, however, EasyPark may at its sole discretion and extent provide information to the disputing parties.

6 Liability

6.1 EasyPark's liability

6.1.1 In addition to the limitation of EasyPark's liability pursuant to Section 14.3 of the Terms and Conditions, EasyPark is not liable for any damage or loss incurred by the Customer caused by:

- a) the Customer's or any Third-party User's fault or negligence, including that the Customer has (i) not correctly started or ended a Guest Parking Service, or (ii) specified the wrong Parking Lot or Licence Plate Number when starting a parking;
- b) any Third-party User having parked a Vehicle in violation of applicable laws, regulations, and/or rules established by the relevant parking operator, or which are otherwise applicable in relation to the Parking Lot where the Third-party User parks the vehicle; or
- c) any action or inaction of any Third-party User, as the case may be.

6.1.2 EasyPark is not liable for any damage or loss incurred by any Third-party User.

6.1.3 EasyPark is not liable for any damages in relation to any Third-party User's relationships with any third party.

6.2 The Customer's liability

6.2.1 In addition to Section 15 of the Terms and Conditions, the Customer shall indemnify and hold EasyPark harmless against any damages or losses suffered by EasyPark as a consequence of any Third-party User's fault or negligence, and any action or inaction of any Third-party User.

7 Miscellaneous

7.1 Irrespective of Section 13.3 of the Terms and Conditions, the Customer may use the Guest Parking Service for commercial purposes.

7.2 In addition to Section 15 of the Terms and Conditions, the Customer shall procure that any Third-party User provides reasonable assistance to EasyPark in connection with any investigation made due to a complaint.

7.3 In addition to Section 17.3 of the Terms and Conditions, EasyPark has the right to immediately suspend the Customer's and any User's access to the Services, cancel the Customer's Account and any Profile and/or terminate the Agreement with immediate effect if:

- a) Third-party Users have repeatedly parked vehicles in violation of applicable laws, regulations, and/or rules established by any relevant P-operator; or
- b) EasyPark, based on an overall assessment, considers it likely that any Third-party User may be involved in, or linked to, criminal activity.

8 Specific approval of Sections

Pursuant to and for the effects of Articles 1341 and 1342 of the Italian Civil Code, the Customer declares to have examined and specifically approves the following Sections: 5 The Customer's undertakings and responsibility; 6 Liability; 7 Miscellaneous

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