

## EASYPARK – GENERAL TERMS AND CONDITIONS FOR CONSUMERS

Effective as of 7 February 2023

### 1 Applicability

1.1 These general terms and conditions (the “**General Terms and Conditions**”) apply when EasyPark Italia S.r.l. (“**EasyPark**”), provides Services (as defined below) to natural persons which qualify as consumers (the “**Customer**”) in Italy. 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. The Customer also acknowledges that the Services do not constitute financial services (*servizi finanziari*) as defined by Article 67-ter let. b), Section IV-bis, Chapter I, Title III of Legislative Decree no. 206 of 6 September 2005 (“**Consumer Code**”) and as such the Services are not subject to the provisions (including consumer’s protections) envisaged under said Section of the Consumer Code.

1.2 All Services are provided in accordance with mandatory law and in accordance with:

- any individually agreed terms and conditions; and
- these General 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 natural persons above 18 years of age.

1.4 Section 21 includes special provisions governing the use of EasyPark services abroad.

1.5 By applying for registration with EasyPark (see Section 3.2), the Customer agrees with and accepts to be bound by these General Terms and Conditions. A binding agreement (the “**Agreement**”) arises when EasyPark has confirmed the Customer’s registration. These General Terms and Conditions form part of the Agreement between EasyPark and the Customer.

1.6 If the Customer also has a business Account, EasyPark’s from time to time applicable general terms and conditions for business customers apply in applicable parts to the Customer’s business related use of any services provided by EasyPark.

1.7 If the Customer has authorised, permitted or otherwise made the Customer’s EasyPark account available for someone else to use, the Customer 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 General 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 3.2.2;

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

“**ADR**” shall have the meaning set forth in Section 24.2;

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

“**App**” means EasyPark’s Mobile Phone application;

“**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 4.1.2;

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

**“Charging Fee”** means the fee payable by the Customer in relation to a Charging Session, corresponding to and being calculated based on the length of the relevant Charging Session multiplied with the charging fee generally applied by the relevant P-operator or Partner in relation to the relevant Charging Station from time to time, which factors EasyPark does not have control over, and which may change from time to time;

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

**“Charging Session”** means a single, continuous charging session ordered by the Customer 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 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 gains access to via the IVR Service, the App, the Car App and/or the Website;

**“EP Company”** shall have the meaning set forth in Section 21.1;

**“EP Country”** shall have the meaning set forth in Section 21.1;

**“EP Services”** shall have the meaning set forth in Section 21.1;

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

**“Large Package”** shall have the meaning set forth in Section 3.2.8;

**“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 3.2.4;

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

**“My Pages”** shall have the meaning set forth in Section 3.2.4;

**“Parking Fee”** means an amount (including VAT) corresponding to either (i) the parking fee payable by the Customer for the relevant parking time, or (ii) the price for a Bucket purchased by the Customer, as the case may be, which is determined on the basis of the relevant P-operator’s current tariff, which factors EasyPark does not have control over, and which may change from time to time.;

**“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 (however, excluding P-operators);

**“Payment Method”** shall have the meaning set forth in Section 8.1;

**“P-operator”** means any parking operator which EasyPark co- operates with;

**“Prepaid Account”** shall have the meaning set forth in Section 8.1;

**“Product Package”** shall have the meaning set forth in Section 3.1.3;

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

**“Small Package”** shall have the meaning set forth in Section 3.2.8;

“**Vehicle**” shall have the meaning set forth in Section 3.2.2; and

“**Website**” means EasyPark’s website [www.easyparkitalia.it](http://www.easyparkitalia.it).

2.2 Definitions may also be found elsewhere in these General 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 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 consumer customers are jointly referred to as the “**Services**”. For the avoidance of doubt, EasyPark does not provide any parking locations, parking spaces, paid parking, or facilities for charging of electrical vehicles as such.

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 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 For a more detailed description of the Services, reference is made to the information provided on the Website and in the (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 (Car) App from time to time. Prices are displayed in the (Car) App. The Product Package will be activated upon registering with EasyPark.

#### 3.2 Access to the Services, registration data, etc.

3.2.1 A pre-condition for the Customer to gain access to the Services is that the Customer registers as a user with EasyPark. EasyPark reserves the right to reject an application for registration.

3.2.2 The EasyPark 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 My Pages, and such information is generally stored for at least twelve months.

3.2.3 An application for 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 a user account with EasyPark (the “**Account**”). In connection with the application for registration, the

Customer shall provide requested information, such as further specified personal data, valid<sup>14</sup> mobile phone number, email address and fiscal code. In order to use the Services, the Customer shall provide EasyPark with the Licence Plate Number of the vehicle for which the Customer 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. Furthermore, the Customer shall provide EasyPark with the identification details of a payment instrument in order to top up the Prepaid Account pursuant to Sections 9 and 10.

- 3.2.4 When the registration has been approved, the Customer 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 selected Product Package 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 General Terms and Conditions).
- 3.2.5 When a registration has been approved, the Customer chooses a unique password to be used together with the Customer’s telephone number and/or email address, which enable the Customer to, *inter alia*, log on to the Customer’s personal website on the Website (“**My Pages**”), and receives a verification code to log on to the App (together, the “**Login Credentials**”).
- 3.2.6 Certain Services offered through the App or the Car App require that the Customer 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.
- 3.2.7 Subject to Section 16.2, 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.
- 3.2.8 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, 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 a 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 closure of the Account provided that such request would not entail the occurrence of the situation under (iii) above.

3.2.9 Upon activating the Account, the EasyPark System will by default assign to the Customer a Product Package which envisages the payment of a transaction fee per each Parking Fee or Charging Fee payment executed through the EasyPark System and a fee per use of the Additional Services (“**Small Package**”). Under the Small Package, the transaction fee may be (i) a fixed fee or (ii) a variable percentage fee of the amount of the relevant Parking Fee or Charging Fee, depending on the city and the specific Parking Lot where the Services are used by the Customer. The fixed and variable fees for the Small Package are specified on the Website. The Customer may request the activation of a Product Package with a fixed monthly fee (“**Large Package**”) by calling the EasyPark call center. The fixed monthly fee for the Large Package is specified on the Website. Under the Large Package, no transaction fee is due for the use of the Parking Service, Charging Service or Additional Services. The choice of the Small Package or the Large Package is primarily driven by the Customer’s parking requirements.

### 3.3 **The Customer’s undertakings and responsibility**

3.3.1 The Customer is responsible for procuring that accurate information regarding the Customer and relevant Vehicles is registered with EasyPark at any time. Following approval of the registration, the Customer shall log on to its My Pages 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 is responsible for ensuring that the 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 My Pages, or by notifying EasyPark’s customer service) regarding a new payment card at the latest by the end of the calendar month preceding the calendar month when the registered payment card expires.

3.3.3 The Customer is responsible for procuring that the Login Credentials are kept and used in a safe manner, and not disclosed or otherwise made available to any unauthorised person.

3.3.4 The Customer shall without delay inform EasyPark, as instructed from time to time on the Website (e.g. through update in the App or on My Pages, or by notifying EasyPark’s customer service), if:

- the Customer has any reason to believe that an unauthorised person has gained access to or knowledge of the Login Credentials;
- any registered information regarding the Customer has been changed or should be updated, for example if the Customer is no longer using the mobile phone number registered with EasyPark;
- the Customer has any reason to believe that the Licence Plate Number of a Vehicle registered for use of Automatic CameraPark (as defined below) is misused;
- a Mobile Phone, on which the Customer has installed the App, or a Vehicle in which the Customer 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 update the Customer’s registered information.

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

3.3.5 In addition to what is set out in the Agreement, the Customer shall comply with any instructions given by EasyPark from time to time.

3.3.6 The Customer 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 the Customer in relation to the Services functions properly and is compatible at all times with (i) the EasyPark System, (ii) the Services, (iii) the App, and (iv) the Car App, as applicable. The Customer 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 and the Car App, are available on the Website.

## 4 Special terms and conditions for the Parking Service

### 4.1 General

4.1.1 Through the Parking Service, the Customer is able to: (i) notify the relevant P-operator of the start of the parking, the preliminary parking time selected by the Customer and the end of the parking, (ii) if necessary, extend the parking time, and (iii) pay 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 (please see respectively Sections 9.1 and 9.2 below). However, due to rules established by a particular P-operator, the Customer 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 Customer may purchase parking tickets for a fixed amount of time (such as multiple hours, daily, weekly, monthly, semi-annual and annual tickets) 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 Customer may select this option to pay the Parking Fee.

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, whereby the Customer 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 Customer 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.

4.1.4 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 is referred to the relevant P-operator.

4.1.5 By activating and using CameraPark the Customer:

- confirms that they are an authorized user of the vehicle for which CameraPark is activated;
- understand that they are obliged to disable the license plate number for CameraPark if they are no longer an authorized user of the related vehicle;
- understands that adding a license plate number to their account for CameraPark is at their own risk and account;
- understands that they need to check in the App that the parking session has actually started and stopped;
- understands that the total costs for a parking session, also including the applicable EasyPark Service fees, will be calculated when their vehicle exits the car park and will be automatically debited using the payment method they have chosen;
- understand that allowing push notifications in the EasyPark app is not obligatory but it can help to keep the Customer informed about ongoing parking sessions and/or when one of the vehicles the Customer's account is enabled or disabled for Automatic CameraPark;
- understand that only car parks with a "camera symbol" in the App support Automatic CameraPark;
- understands that car parks that use CameraPark may be added or removed without notice.

4.1.6 The Parking Service may among other things be used for residential/permit parking, provided that the relevant P-operator accepts this. When using the Parking Service for residential/permit parking, the Customer needs a residential/parking permit provided by the Customer's municipality. The Customer is responsible for procuring that it holds a relevant residential/parking permit. When using the Parking Service for residential/permit parking, the Customer can only notify the P-operator of a fixed parking time, which cannot be prematurely ended.

4.1.7 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 Fee; or (ii) collecting the payment of the Parking Fee from the Customers and then transfers the total amount of the collected Parking Fees 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 Customers.

4.1.8 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 Customer 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 Customer is always responsible for ending or extending a parking that has been started via the Parking Service, irrespective of whether the Customer 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 (a) specified in the list “*EasyPark works here*”, which is available on the Website, or (b) indicated in the App’s or the Car App’s map interface; 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 Customer must activate the Automatic CameraPark service for such Vehicle, via the App or My Pages, and register the Vehicle’s Licence Plate Number. The Customer is responsible for specifying the correct Licence Plate number. If the Customer also has a business Account, it must select which account any Automatic CameraPark parking shall be registered to.

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 Customer 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 Customer in relation to the failure to post the aforesaid identification ticket.

4.2.4 The Customer 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 Customer 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 Customer starts a parking session through the Parking Service, the Customer shall specify the parked Vehicle’s Licence Plate Number and the relevant Parking Lot, unless Automatic CameraPark is used. If the Customer uses the App’s or the Car App’s positioning function or CameraPark, the Customer shall ascertain that the proposed Parking Lot is in fact the Parking Lot on which the Customer has parked. The Customer 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 14.2(a)).

4.2.5 When using the Parking Service for residential or permit parking, if the P-operator so requires, the Customer shall have a residential/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.

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#### **4.3 The Customer's undertakings and responsibility**

- 4.3.1 The Customer 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 a Customer parks the Vehicle.
- 4.3.2 The Customer is responsible for starting the parking correctly, and ascertaining that the specified Parking Lot and Licence Plate Number are correct, as set forth in Section 4.2.4.
- 4.3.3 The Customer is responsible for procuring that a started parking session is ended or extended, as the case may be. 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. If the Customer is using CameraPark, it shall check that a started parking has ended when the relevant Vehicle leaves the relevant Parking Lot, and end such parking manually, if it has not ended automatically.
- 4.3.4 If the Customer is using CameraPark, the Customer is responsible for procuring that the relevant Vehicle's number plate 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 Customer, or failure, disruption or delay in telephone, Internet, or other communication network, or a CameraPark System), the Customer 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 Customer in such a case does not make payment in any such other way, the Customer risks to be issued a parking fine, or a fee or charge for incorrect parking. The Customer shall be exclusively responsible for paying any such parking fine issued to the Customer and EasyPark assumes no liability in relation thereto.
- 4.3.6 The Customer is responsible for deactivating the Automatic CameraPark service in relation to a Vehicle, if the Customer 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).
- 4.3.7 The Customer 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 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.

### **5 Special terms and conditions for the Charging Service**

#### **5.1 General**

- 5.1.1 Through the Charging Service, the Customer 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 resident parking and no system corresponding to CameraPark exist 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 charging time, whereby EasyPark acts as resellers. When a Customer 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 Customer.
- 5.1.4 If EasyPark does not function as reseller, EasyPark will collect the relevant Charging Fee (including VAT), which shall be determined as indicated under the respective definition in Section 2 above, from the Customer 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 Customer 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 a reseller. If a Charging Station does not function properly or, e.g., has caused damage to the Customer’s Vehicle, the Customer is 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 from EasyPark’s customer service.
- 5.2 **The Customer’s undertakings and responsibility**
- 5.2.1 The Customer 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 Customer’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) the telephone, (ii) Mobile Phone or (iii) other technical equipment (e.g., a Vehicle’s infotainment system) used by the Customer, or failure, disruption or delay in the telephone, Internet, or other communication network, the Customer is responsible for making proper payment to relevant Partner or P-operator in any other way instructed by such Partner or P-operator.
- 5.2.3 The Customer is responsible for any damage caused by the Customer, the Customer’s Vehicle or other property pertaining to the Customer, in connection with the charging of the Customer’s Vehicle, unless otherwise is provided in Section 14.2.

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

- 6.1 Through the Parking Guidance Service, the Customer may receive proposals regarding available Parking Lots and/or Charging Stations close to the Customer, 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 Customer 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 Customer to such Parking Lot/Charging Station. Furthermore, EasyPark assumes no liability in that respect.

## **7 Prices and fees**

- 7.1 Certain information regarding pricing for the Services, Product Packages, Additional Services and other additional functions can be found on the Website. The prices and fees due are displayed in the (Car) App. All prices and fees include VAT. Parking Fees and Charging Fees are in addition to and not included in EasyPark’s prices and fees.
- 7.2 In addition to the Parking Fee or the Charging Fee, as applicable, depending on the Product Package activated by the Customer and on the city and Parking Lot where the Services are used, the following costs may apply: (i) a fixed monthly fee for the use of all Services, included in the Large Package (i.e. a subscription model ), or (ii) a fixed or percentage surcharge to the relevant Parking Fees/Charging Fees and a fee per use of Additional Services, included in the Small Package, i.e. fees are calculated and charged on a transaction by transaction basis, not as a fixed monthly fee, as also described for the Large Package and Small Package under Section 3.2.9 above. Separate 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.
- 7.3 Additional Services, which currently are included in the Product Packages, or any new services, may in the future be subject to separate fees.
- 7.4 EasyPark reserves the right to change its prices and fees pursuant to the following criteria:
- For services that are remunerated by a fixed monthly fee (see Section 7.2 (i) above), 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;
  - For services that are remunerated by a price or fee that is calculated and charged on a transaction by transaction basis (see Section 7.2 (ii) above), such amendments become effective immediately for all future transactions, i.e. the amended prices or fees apply at the point in time at which the Customer requests a Service and accordingly such prices and fees may change at any time without notice. The prices and fees applicable at the relevant point in time are shown in the (Car) App when the Customer requests and bindingly books a Service.

## **8 Payment terms and prepaid account**

- 8.1 The Customer, in order to use the Services and pay the fees due to EasyPark, shall open a prepaid

Account (the “**Prepaid Account**”). 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.

- 8.2 The fixed monthly fee applicable to the Large Package, if any, is charged monthly in advance and is not refundable. Other prices and fees (except for what is set forth in Section 8.3) are 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), after the starting or ending of the relevant Service. The Customer hereby approves such charging.
- 8.3 An amount corresponding to the Parking Fee or Charging Fee (and EasyPark’s percentage surcharge, if applicable in accordance with the Product Package selected by the Customer) is charged (i) after the parking time or Charging Session has expired, provided, however, that the price for a Bucket is charged 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.
- 8.4 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.

## **9 Top-up options**

- 9.1 The Customer may top up its Prepaid Account with selected fixed amounts, equal to three (3), ten (10) or twenty-five (25) Euro. 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 Fees, the Charging Fees or the fees due for the Additional Services and relevant fees due to EasyPark for the use of said Services as per Clause 7 as well as the monthly fee, where applicable;
  - (ii) should the Parking Fee or Charging Fee, 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 (3 (three), 10 (ten) or 25 (twenty-five) 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 Fees or Charging Fees, 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; 13

- (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 Clause 3.2.7.

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 Fee and Charging Fee 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 Fee or Charging Fee, 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 Fees, the Charging Fees or the fees due for the Additional Services and relevant fees due to EasyPark for the use of said Services as per Clause 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, clause (iii) and (iv) below shall apply;
- (ii) should the Parking Fee or Charging Fee, 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 Fee or Charging Fee, 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, clause (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 clause (iii) above, the Account will become inactive pursuant to Clause 3.2.7;
- (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 Clause 3.2.7.

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.

- 10.1 With reference to the top up model described under Section 9.1 above, EasyPark makes available to the Customer the Auto top- up service, which allows to automatically top-up the Prepaid Account.
- 10.2 The Auto-top-up service allows the Customer to indicate a specific amount of money which is automatically topped-up on the Prepaid Account by the same Customer. Once it has been activated by the Customer, the Auto-top-up service 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 service 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 The Auto-top-up service may be deactivated by the Customer in the relevant section of My Pages or via the App.
- 10.4 Upon occurrence of the 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.
- 10.5 If the registered information as to the payment terms for the fruition of the Services are not correct, the Auto-top-up service cannot be activated. EasyPark reserves the right, in any case, to not accept any requests of Auto-top-up by the Customer 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).
- 10.6 The Customer may deactivate the Auto-top-up service at any time (by means of the relevant section of the Website or the App). The deactivation of the Auto-top-up service shall be immediate. EasyPark declines any liability for the lack of fruition of the Services in case of deactivation of the Auto-top- up service by the Customer. In this respect, the Customer acknowledges and agrees that EasyPark shall not be liable in any way for whatsoever fine, sanction, penalty or any other damage incurred by the Customer in relation to the failure to pay the parking due to the lack of funds on the Prepaid Account.

**11 Credit refund**

- 11.1 In case of closure of the Account or deactivation of the Account due to inactivity pursuant to Section 3, as well as in the case described in Section 16.4, 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 General 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**

- 12.1 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 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 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 this Agreement. 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 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 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 right to information and data protection pursuant to Section 3.2.2 and applicable law, the Customer has 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 are transferred 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 uploads to My Pages or makes available via the App or the Car App, does not infringe any third party's intellectual property rights and is not in conflict with any 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 Customer'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 relationships with any third party.

- 14.4 Further, EasyPark is not liable for any damage or loss incurred by the Customer caused by:

- a) the Customer's fault or negligence, including that the Customer has (i) not correctly started or ended a Service (irrespective of whether the Customer 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 or through the use of Automatic CameraPark);
- b) the Customer not having discharged its duties under the Agreement or otherwise not complied with EasyPark's instructions;
- c) the Customer having parked its 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 Customer 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 (i) telephone; (ii) Mobile Phone; or (iii) other technical equipment (e.g. a Vehicle's infotainment system), which may result in a parking or a Charging Session not being started or extended (whereby the Customer risks, e.g. a parking fine) or being ended correctly (whereby the Customer risks, e.g., to pay too much for its 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 phone<sup>17</sup>, 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 Customer risks, *e.g.* parking fine) or being ended correctly (whereby the Customer risks, *e.g.* to pay too much for its parking or charging);

- f) 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;
- g) a Charging Station not functioning correctly;
- h) a Parking Lot/Charging Station proposed by EasyPark not being available when the Customer arrives there;
- i) the Customer not having informed EasyPark of a known or suspected misuse of the Licence Plate Number of a Vehicle registered for use of Automatic CameraPark;
- j) a Mobile Phone, on which the Customer has installed the App, or a Vehicle, in which the Customer has installed the Car App, being lost or stolen and the Customer not having duly informed EasyPark about this;
- k) the Customer not having duly deactivated the Automatic CameraPark service in relation to a Vehicle;
- l) unauthorised use of the Login Credentials and/or the Services, or
- m) Force majeure (see Section 18).

## **15 Complaints**

- 15.1 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 shall provide reasonable assistance to EasyPark in connection with any investigation made due to the complaint.
- 15.2 Complaints regarding erroneous Parking Fees or Charging Fees 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 compensate 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 including explanation of the decision. Complaints related to a CameraPark System will be referred to the relevant P-operator.
- 15.3 Prior to or after receiving compensation from EasyPark for any fees or other charges pursuant to section 15.2 or otherwise, the Customer may be required 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. 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.

## **16 Term, early termination, etc.**

- 16.1 The Agreement is valid 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.
- 16.2 If the Customer has activated a Product Package without fixed monthly fee, the Customer may terminate the Agreement with immediate effect. If the Customer has activated a Product Package with a fixed monthly fee (in full or in part), the Customer may terminate the Agreement as per the end of the next calendar month following the notice of termination.
- 16.3 EasyPark has the right to immediately suspend the Customer's access to the Services, cancel the Customer's user account 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 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;
  - c) the Customer, according to EasyPark's reasonable assessment, could be expected to become insolvent;
  - d) 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;
  - e) the Customer has repeatedly parked its Vehicle in violation of applicable laws, regulations, and/or rules established by any relevant P-operator;
  - f) the Customer has provided incorrect, incomplete or misleading information; or
  - g) EasyPark, based on an overall assessment, considers it likely that the Customer may be involved in, or linked to, criminal activity that may imply a breach of this Agreement.
- 16.4 EasyPark may terminate the Agreement or stop providing the Services, as a whole or in parts, subject to 1 month's prior notice.
- 16.5 Subject to Section 16.2, the Customer may, at any time, close the Account by contacting the customer service by means of the call center 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.
- 16.6 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.

## **17 Right of withdrawal**

- 17.1 In accordance with Article 52 of the Consumer Code (Codice del Consumo), the Customer has a right to withdraw from the Agreement without any reason within 14 days from the day the Agreement was entered into (i.e. from the approved registration, see Section 1.5).
- 17.2 The right of withdrawal must be exercised through the Customer notifying EasyPark's customer service

of the Customer's decision to withdraw from the Agreement. For this purpose, the Customer<sup>19</sup> may use the EasyPark's standard withdrawal form, which is appended to these General Terms and Conditions.

17.3 If the Customer has requested to start using the Services during the withdrawal period, the Customer is liable to pay an amount that is in proportion to the Customer's use of the Services, prior to the point in time when the Customer notified EasyPark's customer service of the Customer's decision to withdraw from the Agreement, compared with the total extent of the Agreement.

17.4 If the Customer exercises its withdrawal right from the Agreement, this does not exclude or affect the Customer's liability to pay any accrued Parking Fee or Charging Fee.

## **18 Force Majeure**

18.1 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 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.

19.2 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 [www.easyparkgroup.com](http://www.easyparkgroup.com) for information on places within an EP Country where the EP Services may be used.

20.2 If the Customer visits another EP Country (*i.e.* another country than Italy), the Customer may use the EP Services provided that the Customer agrees to the applicable general terms and conditions of the local EP Company.

20.3 The EP Services are provided by the local EP Company, and when the Customer 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.**

20

- 21.1 EasyPark reserves the right to amend these General Terms and Conditions. In such case, EasyPark shall promptly inform the Customer and make the new version of the General Terms and Conditions available to the Customer. If the Customer does not intend to accept the amendments to the General Terms and Conditions, the Customer shall close the Account pursuant to these General Terms and Conditions within the same term. If the Customer fails to close the Account within the aforesaid term and/or thereafter continues to use the Services, the Customer shall be deemed to have accepted the amendments.
- 21.2 The General 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 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.

## **22 Miscellaneous**

- 22.1 The Agreement constitutes the entire agreement between the Parties regarding the issues to which the Agreement relates.
- 22.2 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.
- 22.3 These General 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 General Terms and Conditions, the Italian version shall prevail.

## **23 Applicable law and disputes**

- 23.1 The Agreement shall be governed by and construed in accordance with Italian substantive law. Without prejudice to Section 24.2 below, the court of the place where the Customer resides shall have jurisdiction for the disputes arising in connection with the execution of this Agreement.
- 23.2 Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall primarily be solved by voluntary agreement between the Parties. If the Parties are not able to reach an agreement, the dispute may, at the Customer's request, be considered by a mediator enrolled in the National Register of Alternative Dispute Resolution bodies (ADR) pursuant to Article 141 of the Consumer Code.
- 23.3 The Customer may also refer to the European platform for the online resolution of consumer disputes (ODR Platform) through the following address: <https://ec.europa.eu/consumers/odr/main/?event=main.home2.s> how. Through the ODR platform, the Customer can consult the list of ADR bodies, find the link to the website of each of them and initiate

an on-line dispute resolution procedure to solve the dispute, without prejudice to the Customer<sup>21</sup>'s right to bring its claim before the competent court.

23.4 This Section 24 shall survive the termination of the Agreement.

## **24 Customer service**

24.1 EasyPark's customer service answers questions regarding the Agreement and the Services provided by EasyPark during office hours during business days in Italy.

Telephone number: +390899260111

Email address: [servizioclienti@easypark.net](mailto:servizioclienti@easypark.net)

## **25 Specific approval of clauses**

25.1 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 clauses: 3.2 Access to the Services, Registration data etc; 3.3 The Customer's undertakings and responsibility; 7. Prices and fees; 8. Payment terms and prepaid account; 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; 15. Complaints; 16. Term, early termination, etc.; 17. Right of withdrawal; 19. Information, Personal data; 21. Amendments, assignments etc; 22. Miscellaneous; 23. Applicable law and disputes.

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