



**DKV GUIDELINES  
FOR APPLYING FOR AND USING TELEPASS TERMINALS**

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## 1. Subject of the contract and entry into a contractual relationship:

TELEPASS SL ("**TELEPASS**") is the system introduced by the Italian motorway operating company Autostrade per l'Italia ("**ASPI**") that allows dynamic – i.e. without the vehicle coming to a stop – processing of the payment of fees for the use of the Italian motorway network on specially equipped lanes.

The customer ("**Customer**") of DKV EURO SERVICE + Co. KG ("**DKV**") may apply to DKV for a TELEPASS terminal (also referred to in the following as an on-board unit – "**OBU**"). The Customer then receives the TELEPASS terminal(s) that he has applied for from DKV.

With the conclusion of the contract and taking receipt of the TELEPASS terminal, the Customer undertakes to accept billing via the DKV invoice of all TELEPASS registered charges and of the amounts due for additional services in accordance with the articles below.

The TELEPASS terminal is specific to an individual vehicle operated by the Customer, the registration number of which is to be stated on submission of the application form, and can be fitted only in this vehicle.

The Customer undertakes to use the provided TELEPASS terminals and the associated services exclusively for lawful purposes.

## 2. Ownership of OBUs:

The TELEPASS terminal is loaned to the Customer but remains the property of TELEPASS and may not be made available to any third party on any legal basis. In addition, the Customer is liable under both civil and criminal law for any deliberate tampering with or misuse of the TELEPASS terminal.

## 3. Installation and use of OBUs:

In as far as the terminal is fitted in the vehicle by the Customer at his expense, attention is drawn to the fact that the Customer must fit and use the TELEPASS terminal in accordance with the directions contained in the installation instructions, which are sent to the Customer with the TELEPASS terminal. The Customer is liable for any damage to the terminal or the vehicle in which the terminal is fitted or losses suffered by third parties that may arise from failure to observe the provisions of the point above; TELEPASS and DKV are expressly released from any liability in this respect.

The use of the TELEPASS terminal covers the entire Italian motorway network on which tolls are payable provided that the special TELEPASS lanes are used both on joining and leaving the motorway. If the Customer joins the motorway via a special TELEPASS lane at the toll point or for any reason whatsoever leaves via a lane not set up for the use of the TELEPASS terminal, he is to provide the toll booth staff with details of the toll point where he joined the motorway. In this event, DKV charges the Customer the amount due for the stretch of motorway specified or, if the information does not tally, the stretch of motorway that ASPI's checks reveal was actually covered.

If, in the above instances, the Customer's entry to the motorway was not recorded by the TELEPASS system, the motorway travel is deemed a violation of the conditions governing the use of the motorway. The video camera fitted on the relevant lane automatically records the registration

number of the vehicle that used the motorway, and the Customer is required to pay the toll for the stretch of motorway from the point of entry furthest from the exit where he leaves the motorway.

## 4. Entering into individual contracts / Free-flow routes:

Individual contracts to purchase DKV products and services, in particular toll and other services, are established generally in the manner described in the General Terms and Conditions (GT&C).

A free-flow route describes a section of road consisting of one or more lanes on a toll road without toll gates on which motor vehicles do not need to stop or slow down for the purpose of toll collection. The section of road has systems, e.g. camera bridges with sensors (also referred to in the following as simply: "**camera bridge**"). When the Customer drives under the system, the OBU records the toll event.

Every time a free-flow route is used (e.g. when the Customer drives under a camera bridge), DKV and the Customer enter into an individual contract relating to the right to use the road granted by DKV to the Customer for the use of the respective free-flow section in accordance with clause 8 c of the GT&C. In this respect, the Customer is obliged to pay the toll charges/fees incurred for the use of the free-flow route. This is also the case if a system on or before a free-flow route, e.g. a camera bridge, does not have a DKV or TELEPASS logo on it or if there is nothing else to indicate to the Customer that it is a DKV or TELEPASS system before the Customer drives under it on a free-flow route.

## 5. After-event recording of transactions (RMPP):

In cases where the toll has been recorded incorrectly and/or has not been recorded by the TELEPASS terminal, the toll can be recorded after the toll event, even if the Customer has not been verified by the TELEPASS terminal.

The Customer hereby expressly authorises DKV to record the use of toll routes by the Customer's vehicles after the toll event by way of the after-event recording process.

In these cases, the Customer receives a document reporting the missed toll payment ("**Rapporto di Mancato Pagamento Pedaggio**", or RMPP for short) from the respective Italian toll supplier. The Customer must pay the amount shown in the document within the period stated on the RMPP (up to 15 calendar days). He may submit a scanned copy of this document to DKV within 2 calendar days of receipt of the RMPP, giving the number of his TELEPASS terminal used and activated at the time of the transaction, to ensure an after-event recording of these toll transactions is done through DKV. To this end, the Customer authorises DKV to send the required data for after-event recording to the respective toll supplier. These data are necessary for the after-event recording and may consist of the following information in particular:

- Number of the RMPP

- Number of the activated TELEPASS terminal.

After checking by DKV and the respective toll supplier, the Customer is billed in a customer invoice for the amount due for the after-event recording, at the latest within three months. DKV expressly points out to the Customer that the respective Italian toll supplier can apply penalty payments in the case of the outstanding payment. These are paid by the Customer to the toll supplier.



## 6. Customer's duty to inform:

The Customer undertakes to notify DKV in advance of any change in the registration number of a vehicle in which a TELEPASS terminal is to be used.

If the TELEPASS terminal is lost or stolen, the Customer is to notify DKV immediately in writing using the service sheet. In the case of replacement, or a return due to the ending of the contractual relationship, the TELEPASS terminal must be sent to the following address: DKV EURO SERVICE GmbH + Co. KG, OBU-Management, Balcke-Dürr-Allee 3, 40882 Ratingen, Germany.

DKV is also to be notified immediately in any of the following instances:

- a) Removal of the vehicle in which a TELEPASS terminal is fitted from the official vehicle register (PRA);
- b) Faulty TELEPASS terminal.

## 7. Blocking of OBUs:

DKV reserves the right to completely block OBUs, or block them only for certain services, for a temporary period. A temporary block of all OBUs of the same registration may last only a maximum of 30 calendar days and a temporary block of an individual OBU may last only a maximum of 60 calendar days (these periods are referred to in the following as "maximum block").

During the period of a temporary block, DKV may reactivate the blocked OBU. In the case of such reactivation with the agreement of the Customer, the Customer bears the cost of all fees and charges triggered with the affected OBU during the block.

After the expiry of the maximum block (without reactivation), the temporarily blocked OBUs are considered irreversibly and permanently blocked. The Customer is obliged to send the OBUs immediately after the expiry of the maximum block back to the following address: DKV EURO SERVICE GmbH + Co. KG, OBU-Management, Balcke-Dürr-Allee 3, 40882 Ratingen, Germany.

In the event of loss or theft of an OBU, the Customer is to immediately notify DKV about it.

In the case of loss or theft of an OBU, DKV or TELEPASS will have the OBU concerned permanently blocked. Unless a permanent block occurs earlier, it shall be deemed to have occurred no later than 48 hours after the Customer notified DKV. From then on, DKV may not charge the Customer for services that were obtained using the OBU after a permanent block or, if this point in time was before the permanent block took place, after the expiry of the above-mentioned 48-hour period.

The OBU cannot be reactivated after a permanent block. If the Customer recovers the OBU after a permanent block, he is to send it at his own cost and risk back to DKV at the address given above for this purpose.

DKV informs the Customer immediately about a temporary block, the lifting of a temporary block or about a permanent block of one or more OBUs.

## 8. Theft/loss of OBUs:

If the Customer finds or recovers a TELEPASS terminal reported lost or stolen, the terminal is not to be used again but returned immediately to the address given above.

If a TELEPASS terminal reported lost or stolen is found in the possession of the Customer or an individual authorised by him, the Customer is required to pay the tolls due for journeys recorded after notification of loss or theft together with any other costs incurred by TELEPASS and/or DKV in recovering the terminal. The above amounts are therefore charged to the Customer. He may also be the subject of

legal action in the civil and criminal courts in connection with the misuse.

The Customer is released from his obligation to pay the tolls due for registered journeys involving misuse of the TELEPASS terminal by third parties only if both the Customer and the authorised driver of the vehicle in which the TELEPASS terminal was fitted had taken steps that the Customer is able to prove were sufficient to prevent misuse of the terminal; exemption from payment obligations does not in any event arise until the day after DKV received notification as specified above.

## 9. Demands to return OBUs:

If for any reason whatsoever TELEPASS or DKV demand the return of the TELEPASS terminal, it is no longer to be used. Failure to heed this instruction is to be deemed misuse, and TELEPASS and DKV reserve the right to pursue legal action against the Customer in the civil and criminal courts citing the applicable provisions of the regulations.

## 10. Suspension of the services associated with TELEPASS terminals:

TELEPASS reserves the right to suspend at any time the services associated with the TELEPASS terminal. DKV therefore also reserves the right to suspend the services associated with the TELEPASS terminal and is to notify the Customer of any such suspension 30 calendar days before the date the suspension is due to take effect. In this event, the Customer is required to return the terminal immediately in accordance with the provisions of Art. 11 below.

## 11. Fees:

The monthly fee for the use of the TELEPASS terminal is EUR 1.50 excluding VAT for every terminal issued on submission of this form and is billed via the DKV invoice. This amount may be amended without affecting the provisions of Art. 11 below.

The Customer is to pay DKV the amounts plus the applicable VAT.

## 12. Termination:

Notification of termination of the contractual relationship can:

- a) be declared by the Customer in compliance with DKV's General Terms and Conditions;
- b) be declared by DKV vis-à-vis the Customer, and in particular for any late payment of invoices, for the use of services associated with the TELEPASS terminals by persons and/or with vehicles that have no authorisation in accordance with the guidelines, for misuse of the TELEPASS terminal with the intention of completely or partially avoiding the payment of the actually incurred toll, for not or falsely reporting the theft or loss of the TELEPASS terminal and for the incorrect or non-immediate updating of contract data.

The contractual relationship also ends automatically in any case with the ending of the business relationship between DKV and the Customer.

In the case of notification of termination of the TELEPASS contractual relationship and for suspension of the services associated with the TELEPASS terminal, the Customer must send the TELEPASS terminal to DKV at the following address immediately after receipt of the relevant notification: DKV EURO SERVICE GmbH + Co. KG, OBU-Management, Balcke-Dürr-Allee 3, 40882 Ratingen, Germany. DKV notifies the Customer of the terminal's receipt.

DKV charges a fee of EUR 25.82 if TELEPASS terminals are not sent back to the indicated DKV address or they are



sent back late in the event of the ending of the customer relationship with DKV or due to a necessary replacement of the TELEPASS terminals. The return is deemed to be late if the Customer does not send back the OBU to DKV within the 15 calendar days following a send-back request.

If TELEPASS terminals are not sent back for a reason (for example loss of the OBU) over which the Customer has influence, or if faulty OBUs are not sent back, DKV charges a fee of EUR 24.59.

Such amounts are billed via the DKV invoice together with the invoices and/or account statements for the tolls incurred and recorded after the terminal's return was requested and for the costs due to deactivation of the TELEPASS terminals.

The Customer may be the subject of legal action in the civil and the criminal courts in the event of failure to return terminals or failure to return terminals within the stipulated time or the misuse of or tampering with the non-returned terminals.

### 13. Modifications to the guidelines:

TELEPASS and DKV may modify the provisions and conditions in these guidelines; DKV is to inform the Customer about these modifications in advance. DKV informs the Customer of any modifications to the fee for the use of the TELEPASS terminals, contractual penalties and/or surcharges that DKV charges for the services associated with the TELEPASS terminals. Changes arising from a decision taken by TELEPASS to increase the administration fee for a TELEPASS terminal do not give rise to any right of objection on the part of the Customer. In such cases, DKV notifies the date on which a change is due to come into force; the right of the Customer to notify the termination of the contractual relationship remains unaffected.

### 14. Liability:

The Customer notes and accepts that TELEPASS and/or DKV cannot under any circumstances be held liable for direct or indirect losses of any kind whatsoever suffered by the Customer or third parties as a result of events outside the responsibility of TELEPASS and/or DKV; this applies in particular to losses in relation to:

- the use of or the temporary inability to use TELEPASS terminals,
- any interruption to the services associated with the TELEPASS terminals;
- the unauthorised access to and/or tampering with data communications or Customer's data by third parties, including, among other things, any financial losses that the Customer might suffer as a result of loss of profits, loss of use, loss of data or other intangible circumstances.

### 15. Privacy:

DKV collects and processes personal data in connection with the provision of services through DKV for the payment of electronic toll charges and other fees, charges and payments using the supplied OBUs. DKV does this within the scope of this special condition as the independent data controller in the meaning of Art. 4 (7) GDPR. The data are processed for the purposes of effecting toll payments including any registration of the Customer for the systems of suppliers and the subsequent invoicing of these services. This may also include the data processing for the purposes of analysing malfunctions, detecting misuse and ensuring IT security. The legal basis for the data processing required for these purposes is Art. 6, 1(b) (performance of contract) and Art. 6, 1(f) GDPR (legitimate interests).

Information about any further data processing and the purposes for processing in connection with contractual relationships with customers, including detailed information

about privacy, can be found in the respective applicable DKV privacy statements, which are available at [www.dkv-euroservice.com/datenschutz](http://www.dkv-euroservice.com/datenschutz).

In connection with the provision of the OBU, toll service suppliers also process personal data as the independent data controller in the meaning of Art. 4, (7) GDPR; DKV is not responsible for this data processing.

The privacy statements of the toll service suppliers apply to the data processing by the toll service suppliers. These privacy statements can be found in the secure customer area of the DKV website.

### 16. Validity of the DKV GT&C/Applicable law and interpretation:

DKV's General Terms and Conditions also apply in any instances not expressly regulated in these terms and conditions. German law applies, even if it deviates from what is stated in DKV's GT&C.

In the case of business relationships with foreign customers, the German language version of these guidelines applies. The translation of these guidelines made available to foreign customers in the language of their country or in English is intended to give them a better understanding of their provisions. In the event of disputed interpretation, the German text always takes precedence.

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