

CLASSIC

PRICE LIST

Monthly rate per badge	2€/month
<i>Management fees invoiced only for the months that the badge is used in France.</i>	
Monthly rate per badge with electronic invoicing	0€/month
<i>In the event of exclusive use in Duplex A86.</i>	
Monthly rate per additional badge	2€/month
<i>(limited to 2 additional badges on the same contract)</i>	
Subscription deposit	1€
Contract term	No long-term commitment
	No termination notice period

ADDITIONAL FEES

■ MY SERVICES

Access to all the motorways in France and lots of car parks.

The use of the badge in car parks may be different from its use on a motorway. List of car parks that accept e-toll payments on [ulyS.com](https://www.ulyS.com)

Secure online customer area

Online consultation of journeys that have not been invoiced 5 days before the due date

Carpool Service

This service enables BlaBlaCar carpoolers to benefit from a discount of 2€ on the management fees for the relevant month and free parking in carpooling car parks on the VINCI Autoroutes network (see particular conditions of the Carpool service).

Spain-Portugal Option: monthly rate per badge

Rate applicable per badge with the Spain-Portugal option, only for the months in which the badge is used in Spain and/or Portugal (see the particular conditions of the Spain-Portugal and Italy Options)

Italy Option: monthly rate per badge

Rate applicable per badge with the Italy option, only for the months in which the badge is used in Italy (see the particular conditions of the Spain-Portugal and Italy Options)

FREE

FREE

FREE

2.00€/month

2.40€/month

■ MANAGEMENT OF MY INVOICE

Electronic invoice

Invoice sent by post

Consumption statement

Invoice duplicates

Administrative fees

INCLUDED

1.10€/month

FREE

FREE

14.90€

Your invoices and consumption statements are available in your customer area on [ulyS.com](https://www.ulyS.com)

■ DELIVERY

Participation in packaging and shipping fees

- **Delivery of badges ordered** (except in the event of the replacement of a faulty badge)

Package pick-up point – reserved exclusively for Internet orders

- ♦ In mainland France

To your home or the address of your choice

Standard mode

- ♦ In mainland France, Monaco and Andorra
- ♦ Other countries

Express Chronopost delivery mode

- ♦ In mainland France and Monaco

Delivery of ordered mounting brackets

- ♦ In mainland France, Monaco and Andorra
- ♦ Other countries

3.50€

4.90€

9.90€

9.90€

2.40€

6.60€

■ MY BADGE

Activation fees

Supply of a mounting bracket

Exchange of a faulty badge

Blocking a lost/stolen badge

Deteriorated or non-returned badge

Non-use fees

If the badge is not used for a period of 14 consecutive months, non-use fees of 15€ will be invoiced on the 15th month.

FREE

FREE

FREE

FREE

30€

15€

With the exception of the subscription deposit, all prices in this list are expressed incl.tax.

Tariffs in force as at 01/05/2024.

Ulys is a shared trademark of the motorway companies in the VINCI Group (ARCOS, ASF, Cofiroute, Escota)

ASF – 1973 boulevard de la Défense 92000 NANTERRE - France - Joint Stock Company [SA] with a share capital of €29,343,640.56€ - Nanterre TCR 572 139 996 – Principal Activity Code [APE] 5221Z - VAT Id. FR 53 572

Ulys customer service - CS 30 531 - 13 558 Saint-Martin-de-Crau Cedex - France - Tel: 0970 820 830 (free service + price of call) - Website: [ulyS.com](https://www.ulyS.com)

GENERAL CONDITIONS OF SALE

The inter-company e-toll plan offers light vehicle users the possibility, with the help of a badge, to use the lanes equipped with e-tolls in motorway company toll booths, toll facility operators and car park operators, and to benefit from a single invoice for the amount of their consumptions.

I. Issuing Company

The badge is issued by ASF, a joint stock company [SA] with a share capital of 29,343,640.56€, registered in the Nanterre Trade and Companies Register under the number 572 139 996 and whose registered office is located at 1973 Boulevard de la Défense, 92000 NANTERRE, hereinafter referred to as "The issuing company", acting on its behalf and, by virtue of a reciprocal shared mandate, for motorway operating companies, toll facility operators and car park operators that accept the badge as a payment method for the amounts due for passing through the abovementioned facilities.

II. Contract Purpose

The purpose of this contract is the issuing of badges to the Holder that are accepted on the network of French motorway operating companies, toll facility operators (excluding tunnels in Mont-Blanc and Fréjus) and, unless there is an express restriction in the particular conditions, operators of car parks with equipment indicated by the pictogram "t", for the payment of the amounts due for passing through the abovementioned facilities. The Holder may benefit, upon simple request, from one or more additional badges within the conditions provided for in the price list appended hereto.

III. Contract holder

The Holder of this contract is a physical person or legal entity to which the issuing company delivers one or more badges.

IV. Subscription to the contract - Guarantee

IV.1 Subscription

The subscription to the contract and the delivery of the badges are conditional on the bank address and the automatic direct debit from an individual account with a banking establishment located in a country of the "Single Euro Payments Area" (SEPA) zone.

Any person wishing to subscribe to this contract must provide the Company with the following documents:

- for physical persons, a proof of identity or address, for legal entities, an excerpt from the trade and companies register or the equivalent, as well as a power of attorney authorising the signatory to subscribe to the contract in the name of said legal entity,
- a completed, dated and signed e-toll plan request,
- a completed, dated and signed SEPA direct debit mandate; the mandate will become null and void after 36 months without a direct debit,
- bank account details [RIB], post office bank account details [RIP] or savings account details [RICE] in IBAN (Issuer Bank Number Identification) format.

According to the payment terms accepted by the issuing company, additional payment guarantees may be requested from the contract Holder.

By signing the e-toll plan subscription request, the applicant declares that they accept these general conditions and the appended inter-company e-toll plan subscription price list. The issuing company is free to refuse the e-toll plan subscription request for legitimate reasons, such as the termination of a previous contract by one of the issuing companies for fraud or default of payment.

IV.2 Payment guarantee

A payment guarantee may be required when subscribing to the contract and/or during the performance of the contract.

It will be valid for the entire term of the contract and its purpose will be to guarantee the payment of any amounts due to the issuing company, by the Holder, under the contract, including, as the case may be, fees for the non-return of the badge in a good condition.

The payment guarantee will constitute of a security deposit, a bank guarantee or any other equivalent means accepted by the issuing company. If the payment guarantee is constituted of a security deposit per badge, it will not produce any interest to the benefit of the Holder (see price list).

The issuing company may request an increase in the payment guarantee amount on the first payment incident or, for retailers, in the event of a risk of insolvency. The amount of the payment guarantee due to the issuing company is limited to three times the highest monthly turnover incl. tax produced by the Holder on all the facilities referred to in article II over the last twelve months.

Upon the expiry of the contract, except in the event of particular conditions of the issuing company, the payment guarantee will be released within a period of 60 days (unless there is a more favourable provision in the issuing company's particular conditions) after the date of the direct debit for the last journey invoiced and after the payment of the amounts due by the Holder under this contract, including, as the case may be, fees for the non-return of the badge in a good condition. Failing this, the payment guarantee will be at risk.

V. Contract term - Effective date

The e-toll plan subscription contract is concluded for an undetermined term and takes effect when the Holder receives the first badge, subject to the particular conditions of the issuing company.

VI. Badge Use

VI.1 Conditions applicable to all uses A - General

The badge holder must comply with police regulations and regulations of use in force on motorways, at toll facilities or in car parks.

The Holder alone is responsible for the use of the delivered badge and undertakes to respect all the user instructions brought to their attention, notably:

- not to have more than one active badge in their vehicle (a badge is considered to be active as soon as it is no longer inside the protective sleeve supplied with the badge),
- to correctly position the active badge on the windscreen according to the indications in the instruction manual provided with the badge by the issuing company.

If these instructions are not followed, the service may be impaired and the Holder risks invoicing anomalies.

It is the presence of a valid and active badge that is correctly positioned in the vehicle that enables the Holder to benefit from the e-toll contract and the prerogatives attached thereto. In these conditions, the e-toll transaction prevails over and excludes any other payment method of the amount due, even partially. If the Holder wishes to pay the amount due outside of the framework of the e-toll contract, it is up to them to place their badge in non-active mode.

The badge is independent of the vehicle and can be used by the Holder in different vehicles. However, under no circumstances can it be used for several vehicles at the same time passing through the same or several toll lanes one after the other.

B - Replacement, withdrawal of a badge

The badge remains the property of the issuing company that may take the initiative to withdraw it and/or its eventual replacement in the event of the termination of the contract by the issuing company for reasons of fraud, alteration or counterfeiting of the badge or incompatibility with the developments made to the e-toll system.

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In the event that the badge has a technical fault, or to avoid any incident relating to normal wear and tear, the issuing company will proceed with its replacement, against the return of the old badge, free of charge, as soon as possible. If after verification, the fault is due to the Holder, the issuing company will invoice them the cost of the deteriorated badge (see price list).

In the absence of a valid and active badge, another payment method will be required.

An invalid badge may be removed by an employee of the issuing company or of a company referred to in article II.

The rental or sale of the badge by the Holder is forbidden under penalty of the immediate termination of the contract.

VI.2 Conditions applicable to the use of badges for motorways and toll facilities

A. Definition of authorised classes

On the network of motorway operators and toll facilities, the badge enables the Holder to pay tolls for 1*, 2**, 5*** toll class vehicles, and those that can be reclassified as class 1****.

* Class 1: vehicles or trailers with a total height of less than or equal to 2 metres and of a permissible total weight of less than or equal to 3.5 tonnes.

** Class 2: vehicles or trailers with a total height of over 2 metres and less than 3 metres and of a permissible total weight less than or equal to 3.5 tonnes.

*** Class 5: motorcycles, sidecars and trikes.

**** Vehicles that can be reclassified as class 1: class 2 vehicles that have been equipped for the transport of disabled people (upon presentation, when passing through the toll lane, of the vehicle registration document containing the word "disability").

B. Behaviour to be adopted by the Holder at the toll booths

To fully benefit from the e-toll service, the Holder should use the entry and payment tolls indicated with the "t" pictogram.

Class 1 vehicles must, as a priority, use the e-toll lanes reserved for this class (generally equipped with a 2-metre height restriction barrier). Class 2 and class 5 vehicles equipped with an e-toll badge must use the lanes identified by a "t" pictogram on entry, and a lane identified by a "t" pictogram without a height restriction barrier in the payment lane.

The Holder undertakes to respect:

- the signs relating to the vehicles accepted in the lanes (class, height restriction barrier, reserved for class 1 LVs, reserved for class 5 motorcycles etc.),
- the traffic lights,
- stop lights and passage barrier,
- a minimum distance of 4 metres between vehicles when passing through the toll entry and payment lanes,
- the recommendations and regulations contributing to human safety.

In the absence of valid entry information, the motorway company reserves the right to apply the most expensive travel rate for the relevant toll exit lane.

C. Behaviour of the Holder in a particular situation

In the particular situations referred to hereinafter, a Holder that passes through a reserved e-toll lane (not indicated by the pictogram "t") may be subject to an increased rate (price of the most expensive journey, reclassification).

Particular situations:

- Invalid entry data (incompatible journey, validity period exceeded).
- Class 5 vehicles using the reserved lanes with a 2-metre height restriction barrier: by default, class 5 vehicles using this lane will be charged as class 1.

Other situations:

- If the badge or the e-toll equipment malfunctions on entry, the Holder must take a transit ticket from the distribution terminal in order to return it when exiting (to a toll booth attendant or, for an automatic lane, in the reader of the payment terminal provided for this purpose).

- When passing through an automatic lane, Holders using a class 1 vehicle with loads on the roof (total height higher than 2 metres) must stop at the payment terminal and use the assistance device provided.

- A Holder using a class 2 vehicle that is adapted for the transport of disabled persons may benefit from a reclassification by using a lane with a toll booth attendant and by presenting their badge and their vehicle registration document to the toll booth attendant. In the absence of a lane with a toll booth attendant, they can call an operator using the interphone on the automatic lane.

In the automatic lanes, faced with any particular situation, the Holder can use the assistance device made available to them, enabling them to contact an operator via interphone.

The use of an e-toll badge by a class 2 vehicle in a class 1 lane (equipped with a height restriction barrier) or by a class 3 or 4 vehicle, is not authorised and is considered as fraud.

VI.3 Conditions applicable to the use of badges for car parks

In the car parks referred to in article II, the badge enables the Holder to pay the amounts due by using the exit lane or lanes identified by the pictogram "t". The permitted sizes as well as any eventual access restrictions for LPG vehicles should be verified beforehand.

VII. Blocking the use of the badge

The Holder can only block the use of the badge in the event of its theft or loss.

The blocking of a badge must be immediately declared at a point of sale or to the e-toll plan subscriptions service of the issuing company by any means and confirmed in writing (letter, fax, email) as soon as possible, mentioning the badge number.

The badge is invalidated upon the reception of the abovementioned declaration.

The issuing company cannot be held liable for the consequences of the blocking of a badge that is not initiated by the Holder or their authorised representative. At the Holder's request, a badge with a different number is delivered to them as soon as possible. Unless there are provisions to the contrary provided in the issuing company's particular conditions, a new payment guarantee will be required from the Holder.

If the Holder recovers the badge declared as lost or stolen, they must return it by registered post to the e-toll plan subscriptions service of the issuing company or drop it off against a receipt at a point of sale of the issuing company.

The payment guarantee collection or liberation conditions are specified in article IV hereinafter.

The use of a badge by the Holder that has been declared lost or stolen is considered as abusive and may result in the termination of this contract, without prejudice to the fees provided for in the price list.

VIII. Return of the badge

VIII.1. At the initiative of the issuing company

In any event in which the issuing company requests the return of the badge(s) (notably in the event of the replacement of a badge that has been blocked then found by the Holder or if the badge is not returned upon the termination of the contract), the Holder must return it within thirty days following the notification from the issuing company.

If the badge is not returned, or if it is returned in a poor working condition, within a period of thirty days, as the case may be, any payment guarantee that may have been requested

GENERAL CONDITIONS OF SALE

will be immediately and definitively acquired by the issuing company, and any eventual management fees indicated in the particular conditions will be invoiced to the Holder. In all of the above cases, the badge can be returned, against a receipt, at a point of sale of the issuing company. The amount of toll fees for journeys validated by an improperly used badge will be demanded independently of any criminal proceedings that the issuing company reserves the right to initiate.

VIII.2. At the initiative of the Holder

The Holder can return their badge(s) at any time.

The return of a badge in a poor working condition will give rise to the invoicing of this badge at the rate in force or the acquisition of the payment guarantee by the issuing company.

The return of the badge is carried out without prejudice to the particular conditions relating to the management fees attached to the contract.

IX. Modification of the Holder's identity

When the Holder changes address, Place of Business [SIRET] ID, corporate or company name, they must inform the issuing company in writing within thirty days.

When the address of the Holder's bank changes, they must inform the issuing company who will provide them with the document necessary for this change.

The modification will take effect forty days, at the latest, after the reception of the duly completed pre-identified document and the corresponding bank details in IBAN format by the issuing company. If the change of the Holder's bank address results in the guarantee no longer being valid, for any reason whatsoever, the Holder must provide, without interruption to the latter, an equivalent guarantee.

The non-compliance with these clauses or the withdrawal of the SEPA direct debit mandate by the Holder will result in the ipso jure termination of the contract.

X. Invoicing and payment

X.1 Invoicing elements

The issuing company will draw up the statement of the transactions (journeys and parking) carried out by the Holder during the previous invoicing period.

The consumption statement specifies, for each badge and for each transaction:

- with regard to journeys carried out on motorways (for which it is specified that the national network of toll motorways include sections used by several of the companies referred to in article II, certain journeys may be broken up on the journey statement according to the relevant motorway company),
- the date of the passage through the toll booth,
- the toll class,
- the journey carried out,
- the toll amount incl. tax.
- with regard to parking in car parks:
- the date of exiting the car park,
- the parking amount incl. tax,
- the name of the car park.

The invoice and transaction statement provided for in this article are the only documents issued, with the recording of the transaction at the toll lane or when exiting a car park constituting proof of passage.

X.2 Invoicing terms

On the basis of the transactions statement, the issuing company will invoice the amounts due by the Holder for the relevant period for transactions carried out on the network of the operators referred to in article II, and any amounts due by the Holder under this contract. This invoice specifies the date of the direct debit, as the case may be, and the address of the Holder's bank.

The invoice does not constitute the final bill for the transactions carried out by the Holder during the relevant period. Any transaction carried out in this period that does not feature on the statement, will be charged on one of the following invoices.

The invoice is, unless stipulated in the particular conditions of the issuing company, produced on paper and sent to the Holder monthly.

However, depending on the issuing companies, physical persons and legal entities that are not subject to VAT may have the possibility of opting for the "Internet invoice" service, when subscribing to the contract or during its performance, replacing the paper invoice, subject to particular conditions.

X.3 Payment of invoices

Invoices are payable in euros, within the maximum delay provided on the invoice and according to the payment method chosen when subscribing to the contract.

X.4 Processing of unpaid amounts - Effects

In the event of a direct debit, if the initial direct debit is rejected, a second direct debit operation of the same amount may be proceeded with.

In the event of the non-payment of the invoice in its entirety, a formal notice to pay will be sent to the contract Holder by the issuing company. The particular conditions may provide that this formal notice is preceded by a second presentation of the invoice by simple letter. The formal notice specifies:

- the amounts not paid at the due date of the last invoice,
- except in the event of particular conditions of the issuing company, the late fees defined according to the terms provided for in article L441-6 of the Consumer Code applied on the amounts remaining due as of the due date of the invoice; with these fees being added to the principal amount; all the journeys and parking carried out and not yet invoiced will be immediately due;
- as the case may be, the obligation to return the badge(s).

The particular conditions may provide that the issuing company accompany this formal notice and, as the case may be, the second presentation of the invoice, with contract performance suspension measures by blocking the badge(s) until the payment, including late fees, is received.

In the event that the amounts due are not paid within the period set by the formal notice, the contract will be terminated ipso jure, except if the issuing company grants the contract Holder an additional period to fulfil their obligation, during which it can notably keep their badge(s) blocked until the payment is received. The Holder is informed that a badge reactivation delay may be necessary in the event of a payment after a period of the badge being blocked.

It is specified, with regard to Holders having subscribed or acting on a professional basis, that a lump sum indemnity for recovery fees, to the amount of 40€ will be due ipso jure, and without prior notice from the issuing company in the event of a late payment. The issuing company reserves the right to request additional compensation from the Holder if the recovery fees incurred exceed this amount, on the presentation of proof.

In the event of recovery by legal means, the Holder will furthermore be obligated to pay the issuing company the actual amounts corresponding with the forced enforcement fees. The Holder declares that they are aware of the fact that the issuing company benefits from a subrogation consented to by the users referred to in article II for the amicable and legal recovery of debts due under this contract.

XI. Amicable claim

Any amicable claim regarding the elements of an invoice is admitted during a period of 90 days following the issue date and must be filed exclusively with the issuing company by letter or email addressed to the point of sale, the contact details of which feature on the header of the invoice, and must include the badge number.

A claim does not exonerate the Holder from the payment of the disputed invoice.

In the event of a claim, the issuing company will proceed with an enquiry. Any eventual rectifications, following the enquiry, will be regularised at a later date.

The issuing company will provide proof of the transaction(s) via the information recorded by the IT systems.

XII. Termination - Effects

XII.1 By the Holder

The Holder will inform the issuing company of their desire to terminate this contract either at a point of sale of the issuing company or by registered letter with acknowledgement of receipt addressed to the issuing company.

The termination will take effect upon the return of the badge(s) and after the payment of all due amounts.

XII.2 By the issuing company

The issuing company may terminate ipso jure this contract, in the event of the non-performance of any one of the obligations incumbent on the Holder (notably in the event of fraud or the non-payment of some or all of the amounts due) or in the event of the removal of the e-toll service.

In the event of the non-performance of any one of the obligations incumbent on the Holder, the termination will have immediate effect without notice.

In the event that the e-toll service is removed, the issuing company will inform the Holder thereof by registered letter with acknowledgement of receipt specifying the effective date of the termination, with a notice period of one month subject to the particular conditions of the issuing company.

XII.3 Unpaid amounts

In the event of the termination of the contract, the issuing company will invoice the amounts due under this contract.

XIII. Dispute resolution

For a Holder of this contract that does not have the capacity of a retailer, disputes will be brought before the competent courts.

For a Holder of this contract with the capacity of a retailer, and in the absence of an amicable agreement, any dispute that may arise between the parties will fall under the exclusive responsibility of the competent Court within the jurisdiction of the elected domicile of the issuing company referred to in article I.

These clauses will apply even in the event of third-party appeals or multiple defendants.

Only French law shall be applied to this contract.

XIV. Modifications to the contract and to service prices

The issuing company reserves the right to make any modifications to these general conditions. The Holder will be informed of these modifications. If the Holder does not accept these modifications, they must terminate the contract under the conditions defined in article XII-1. The absence of a written response from the Holder within a period of one month is equivalent to their acceptance.

All the components of the price list may be revised, notably in the event of variations in toll or parking fees, and will not, as a consequence, be the subject of an amendment. The modifications pertaining to toll fees, parking fees and the price list will apply as soon as they enter into force.

XV. Information Technology and Civil Liberties

The Holder is informed that upon the subscription or during the performance of the contract, personal data will be collected by the issuing company.

This data will be used for contract management purposes, in its different aspects, and may also enable the performance of commercial prospecting operations. The data collected is intended for the issuing company and the users specified in article II of these general conditions, as well as their sub-contractors. Furthermore, the issuing company may communicate the collected data to its partner if the Holder gives it the express authorisation to do so.

The contract Holder is informed that they have the right to access, rectify, limit and delete the personal data concerning them, as well as its portability, and to object to receiving commercial prospecting. These rights are carried out with the issuing company, data controller of the collected data, the details of which feature in the particular conditions of the contract.

As of the termination of the contract, the personal data collected will be deleted at the end of the legal civil limitation periods and the legal conservation periods, at the latest.

XVI. Consumer mediation

The issuing company has implemented mediation in order to enable the consumer, if they so wish, in application of article L 612-1 of the Consumer Code, to refer to the consumer mediator in view of the amicable resolution of the dispute brought against the issuing company, in the absence of the resolution of prior claim in writing, addressed to the issuing company.

The contact details of the consumer mediator are provided in the particular conditions of sale concluded between the holder and the issuing company.

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PARTICULAR CONDITIONS OF SALE

These particular conditions apply in the event of the subscription to Classic. They complete the general conditions of subscription and of use of the inter-company e-toll badge for light vehicles whenever they do not replace them.

Article II - Contract purpose - is completed as follows:

The Holder can only possess 3 Classic badges per contract.

Article III - Contract holder - is replaced as follows:

The Holder is a physical person who is not subject to VAT and not registered in the Trade and Companies Register, the Trade Directory or with the Social Security Contribution Collection Agency, to whom the issuing company delivers one or more e-toll badges, within the maximum limit of 3 badges. This contract cannot be concluded for professional use.

Article IV.1 - Subscription - is completed as follows:

- The accepted forms of identification are: a national identity card, passport, driving licence, residence permit or navigation permit issued by the French military authorities.
- The Holder undertakes to provide the exact information (name, email, postal address, etc.) when subscribing to the contract and to keep it up to date from their customer area or by contacting Ulys customer service. The issuing company cannot be held responsible for any damages resulting from the delivery of false information or documents by the Holder.
- The subscription to the contract gives rise to the debiting of a deposit by the issuing company.
- Subscription to the contract is subject to the provision by the Holder of the payment guarantees requested by the issuing company (see article IV.2).
- For any subscription to a contract at a distance (online or by post etc.) or outside of a place of business (art. L. 121-16 of the Consumer Code) and in accordance with the provisions of article L.121-21 and the following of the Consumer Code, the consumer has a period of 14 days to exercise their right to withdraw without giving a reason. The withdrawal period runs from the conclusion of the contract. If this delay is due to expire on a Saturday, Sunday, bank holiday or a non-working day, it will be extended until the next working day.
- To exercise this right, the Holder must inform the issuing company thereof in writing. They can use the withdrawal slip provided in the customer area or on the uly's.com website.
- The Holder must return the badge(s) and their components, in their original packaging, either by post to Ulys customer service - CS 30 531 - 13 558 Saint-Martin-de-Crau Cedex - France 14 days after their withdrawal, at the latest.
- The Holder recognises that their right to withdraw cannot be exercised if they have already used the service or if the badge(s) and their components have been damaged through incorrect use. The right to withdraw can be exercised without penalty, with the exception of the return fees which are to be paid by the withdrawing Holder.
- In the event of a withdrawal, and after the reception of the returned badge(s) by the issuing company, the Holder will be reimbursed for the payments received, including delivery fees (except additional fees resulting from the Holder choosing a delivery method other than the cheapest standard delivery method offered by the issuing company).
- The right to withdraw will not apply in the event of a subscription at a partner point of sale or at a trade show or exhibition.

Article IV.2 - Payment guarantee - is supplemented as follows:

The payment guarantees that may be requested by the issuing company are:

- A security deposit, the amount of which is fixed by the price list, is taken from the invoice following the issue of the badge.
- A payment guarantee requested when signing the contract or in the cases provided for in article X.4.

Article V - Contract term - Effective date - is modified as follows:

The contract is concluded for an undetermined term and takes effect upon the Holder's subscription.

Article VI.1.B - Replacement, withdrawal of a badge - is completed as follows:

The replacement of a faulty badge will require the return of said badge. The Holder must return it within 15 days. After this period, the badge will be blocked and non-return fees (see price list) will be invoiced. If there is a security deposit relating to the badge, it will be returned if the Holder is up to date with their payments.

Article VII - Blocking the use of the badge - is completed as follows:

- The blocking of a badge due to its loss or theft will only be effective upon the reception of a declaration written by the Holder (e-mail, letter).
- If the badge has not been returned within 30 days, non-return fees will be invoiced (see price list).
- The amount of the transactions carried out with the badge before it is blocked due to loss or theft shall be due by the Holder.
- The use of a badge by the Holder that has been declared lost or stolen is forbidden and will result in the termination of this contract.

Article VIII.1 - Return of the badge at the initiative of the issuing company - is completed as follows:

- The badge can be sent to Ulys customer service.
- If the badge is returned in a poor condition (pen marks, scratches etc.), deterioration fees will be invoiced (see price list) on the invoice of the ongoing month.
- In the event that the contract is terminated, if the Holder does not return the badge during the termination request, non-return fees will be invoiced (see price list) as of the date that the request takes effect. As of this date, the Holder has 30 days to return the badge. When the badge is returned, the non-return fees that have already been invoiced to the Holder will be reimbursed.
- If there is a security deposit linked to the badge, and if the Holder is up to date with their payments, this security deposit will be returned.

Article VIII.2 - Return of the badge at the Holder's initiative - is completed as follows:

- The badge can be sent to Ulys customer service.
- If the badge is returned in a poor condition (pen marks, scratches etc.), deterioration fees will be invoiced (see price list).
- In the event that the contract is terminated, if the Holder does not return the badge during the termination request, non-return fees will be invoiced (see price list) as of the date that the request takes effect. As of this date, the Holder has 30 days to return the badge. When the badge is returned, the non-return fees that have already been invoiced to the Holder will be reimbursed.
- If a badge is returned during the month, the management fees for the ongoing month will be due.
- If there is a security deposit relating to the badge, it will be returned if the Holder is up to date with their payments.

Article IX - Modification of the Holder's identity - is completed as follows:

The notification can be made to Ulys customer service.

In the event of a change of the bank address, the Holder must continue to provision their bank account until the new bank address is effective. In the event of a rejection, administrative fees will be invoiced (see price list).

Article X.1 - Invoicing elements - is completed as follows:

Monthly management fees are generated and invoiced (see price list) to the contract Holder in the months that the badge is used.

When the badge is used solely for journeys on the Duplex A86, the management fees are free.

If the badge is not used for a period of 14 consecutive months, non-use fees will be invoiced on the 15th month (see price list).

Article X.2 - Invoicing terms - is completed and modified as follows:

- The Holder provides a valid e-mail address in order to activate their customer area and access their invoices.
- Invoices will be issued monthly.
- Invoices are uploaded to the Holder's customer area in PDF format for a duration of 24 months. A notification of their availability is sent to the e-mail address provided by the Holder.
- Depending on the e-toll plan chosen (see price list), the Holder may also receive a paper invoice as well as their electronic invoice each month (see price list).
- If the Holder does not receive the paper invoice, notably in the event it is returned with the phrase "letter not delivered", the issuing company reserves the right to only send the following invoices electronically. Upon simple request accompanied by a proof of address, the Holder may once again receive paper invoices as well as their electronic invoices.
- If a Classic subscription is taken out during the month, the management fees for the ongoing month will be due; fees will not be calculated on a pro rata basis.

Article X.4 - Processing of unpaid amounts - is completed as follows:

- If the direct debit of the e-toll plan subscription deposit is rejected, the Holder is informed by the issuing company of the suspension of the performance of the contract and the blocking of the badge until a new bank account details [RIB], post office bank account details [RIP] or savings account details [RICE] in IBAN format are received and/or a payment guarantee.
- In the event of failure of the debit of an invoice, administrative fees will be deducted from the following invoice (see price list), a payment guarantee may be requested by the issuing company and a second debit operation may be carried out. same amount within a maximum period of 10 days from the date of rejection of the initial direct debit.
- In the event of total or partial non-payment of the invoice, a letter of formal notice is sent to the holder accompanied by a cancellation of the badge until full payment of the said invoice is received by the issuing company. If payment is not made within the set deadlines, the issuing company may automatically terminate this contract and may appoint an external organization to recover the debit.
- The rate of late fees is set at 18% per year.

Article XII.1 - Termination by the Holder - is completed as follows:

The Holder may inform the issuing company of his wish to terminate this contract from his customer area.

In the event that the contract is terminated, if the Holder does not return the badge during the termination request, non-return fees will be invoiced (see price list) as of the date that the request takes effect. As of this date, the Holder has 30 days to return the badge. When the badge is returned, the non-return fees that have already been invoiced to the Holder will be reimbursed.

Article XII.2 - Termination by the issuing company - is completed as follows:

During the term of the e-toll plan subscription contract, the issuing company may stop marketing the e-toll package. If bringing the e-toll package to an end results in the termination of the contract, the issuing company will inform the Holder in writing of the effective date of the termination.

Article XIV - Modifications to the contract and to service prices - is completed as follows:

The Holder can consult the general and specific conditions in force from their customer area, accessible from the uly's.com website and the Ulys application.

The issuing company reserves the right to make any modifications to these special conditions. In the event of changes relating to the prices and substantial characteristics of the services, the Holder will be informed in writing. After a period of 15 days following this notification, use of the toll badge will expressly constitute acceptance of the new conditions.

In the event of disagreement over the above-mentioned changes, the contract will be automatically terminated.

Article XV - Information Technology and Freedoms - is completed as follows:

For more information regarding the use of your personal data and the exercise of your rights, you can consult the "Personal Data" Policy available from the uly's.com site at the following address: <https://uly's.com/politique-de-protection-des-donnees-personnelles/>

Article XVI - Consumer mediation - is completed as follows:

Contact details of the Consumer Mediator:

By post:

M^s Rozenn GUILLOUZO

VINCI Autoroutes consumer mediator 10 rue Raynouard

75016 Paris

By e-mail: mediateur-consommation@vinci-autoroutes.com

Article XVII - Transfer of the contract - is added to the general conditions as follows:

By accepting the general conditions and these particular conditions of the Classic contract, the Holder acknowledges that they authorise any eventual transfer of their e-toll plan subscription contract by the issuing company to ULYS (Simplified Joint Stock Company [Société par Actions Simplifiée] with a share capital of 10,000€, registered in the Nanterre TCR under the number 514 291 475 and whose registered office is located at 1973 boulevard de la Défense - CS 10268 - 92757 NANTERRE Cedex).

In the event of the transfer of the contract, the term "issuing company" used in the general conditions and these particular conditions will refer to Ulys, which will be the sole manager of the Holder's Classic contract.

Article XVIII - SEPA direct debit terms - is added to the general conditions as follows:

The automatic direct debit authorisations given by the Holder before the switch over to SEPA will remain valid and will be replaced by a SEPA direct debit mandate. The Unique Mandate Reference (RUM) is available on the Holder's invoices and/or in their customer area.

- Validity of the Bank Account Details [RIB] / Post Office Bank Account Details [RIP] / Savings Account Details [RICE]

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ASF - 1973 boulevard de la Défense 92000 NANTERRE - France - Your Classic e-toll plan is managed by ASF
Principal Activity Code [APE] 5221Z - VAT Id. FR 53 572
Ulys customer service - CS 30 531 - 13 558 Saint-Martin-de-Crau Cedex - France - Tel: 0970 820 830 (free service + price of call) - Website: uly's.com

PARTICULAR CONDITIONS OF SALE

The conclusion of the e-toll plan subscription contract is only possible on the condition that the contract Holder, signatory of the SEPA direct debit mandate, supplies the issuing company with bank account details [RIB] / post office bank account details [RIP] or savings account details [RICE] in the surname and first name(s) of the signatory of the e-toll plan subscription contract for the physical person Holder.

- Direct debit information

Each month, the Holder will be informed by the issuing company, on their invoice, of the date of the direct debit from their bank account and the total amount that will be debited, at least 8 days before the date of the withdrawal.

- Bank address

Any Holder wishing to modify the details of the bank account to be debited must indicate this either by post addressed to Ulys customer service - CS 30 531 - 13 558 Saint-Martin-de-Crau Cedex - France or by logging in to their customer area. The Holder must therefore provide bank account details [RIB], post office bank details [RIP] or savings account details [RICE] corresponding with the new bank account information, in such a way as to not interrupt the direct debit payments.

- Termination of the e-toll plan contract

In the event of the termination of the e-toll plan subscription contract, the SEPA direct debit mandate will remain valid. The amounts due up until the effective date of the termination will be debited in the usual conditions.

- Mandate withdrawal

In the event that the mandate is withdrawn by the Holder at their bank, resulting in unpaid amounts, article XII.2 of the general conditions will apply.

Article XIX - Ulys Club - is added to the general conditions as follows:

The Holder may benefit from promotional offers proposed by third party partners within the framework of the Ulys Club, when subscribing to Classic.

In order to benefit from Ulys Club advantages, the Holder must possess an active badge (see articles VIII.1 and X.4), be up to date with their payments and not have objected to receiving VINCI Autoroutes offers and news.

The content of the promotional offers can be accessed via the Holder's e-toll customer area or the Ulys application.

In the event of the removal of the Ulys Club, the issuing company will inform the Holder thereof within a reasonable period by any means, specifying the date upon which the removal will take effect.

■ PARTICULAR CONDITIONS OF THE CARPOOL SERVICE

The Holder can subscribe to the Carpool service when subscribing to Classic and during the performance of their contract.

The particular conditions of the Carpool service complete the general conditions of subscription and of use of the inter-company e-toll badge for light vehicles and the particular conditions of Classic whenever they do not replace them.

The preamble is completed as follows:

BlaBlaCar and ASF have signed an agreement, under the terms of which ASF offers individual drivers, that are members of the BlaBlaCar carpool community, a Carpool service, offering the particular pricing conditions specified in article X.2 hereinafter. The subscriber to the Carpool service is informed of the exceptional and temporary nature of the service. In the event that the service is removed, the Holder will be informed in writing.

Article X.2 - Invoicing terms - is completed and modified as follows: Journeys entitling the Holder to a discount

To benefit from the discount on the management fees, the Holder must fulfil the following cumulative conditions: carry out, within the calendar month, at least one carpool journey via the BlaBlaCar community as a driver on the French motorway operation network (list can be consulted on autoroutes.fr) with at least one confirmed passenger reservation. For this, the Holder must have created a user account beforehand, enabling them to access BlaBlaCar's services, declare their journeys and use the reservation system requiring payment on the BlaBlaCar website.

Management fees

- The use of each badge is subject to monthly management fees.
- In the event that the Holder carries out at least one journey as defined hereinabove within the calendar month, they will obtain a 2€ reduction on the management fees for the relevant month (discount applied per contract).
Parking conditions entitling the Holder to free parking
Parking in carpool car parks on the VINCI Autoroutes network - which includes motorways entrusted to Arcour, Autoroutes du Sud de la France, Cofiroute and Escota (more information on vinci-autoroutes.com) - is free.

Article XI - Amicable claim - is completed as follows:

Any claim relating to BlaBlaCar's services must be addressed to BlaBlaCar, by the Holder, via the "Contact" section of its website covoiturage.fr.

Article XV - Information Technology and Civil Liberties is completed as follows:

The data collected may be transmitted to BlaBlaCar, notably in order to verify that the conditions entitling the Holder to a discount are genuinely fulfilled by said Holder.

■ SPAIN - PORTUGAL AND ITALY OPTIONS

The Spain-Portugal and Italy options are offered to Classic plan Holders.

The Spain-Portugal option on the Via-t network in Spain and the Via Verde network in Portugal (hereinafter the "Pagatelia Network") as well as the Italy option on the Telepass network in Italy (hereinafter the "Telepass Network") defined hereinafter, are provided by Pagatelia and Telepass, partners of the issuing company.

It is expressly agreed that these particular conditions complete and/or override the general conditions of sale and of use.

By signing these particular conditions, the Holder accepts the general conditions of use of the e-toll service on the Telepass Network provided by the Telepass companies, our partner and Autostrade per Italia, a motorway operating company in Italy, that are appended hereto. In the event of a contradiction between these general and particular conditions of sale and use and the general conditions of use of Telepass and Autostrade per Italia S.p.A., these general and particular conditions of sale and use shall prevail.

1- Contract Purpose

The Spain-Portugal and Italy options enable the Holder to use the e-toll lanes on all the Via-t, Via Verde and Telepass motorway company and toll facility networks in Spain, Portugal and Italy, in certain car parks as well as ferry transport ports that accept the e-toll badge as a payment method.

The Holder can consult the list of networks (Via-t, Via Verde and Telepass) and the car parks and ports that accept the e-toll badge as a payment method on the following websites:

- for the Via-t network in Spain: www.viat.es/donde-utilizarlo/en-autopistas-espanolas and for Spanish car parks: www.pagatelia.com,
- for the Via Verde network in Portugal: www.viaverde.pt/particulares/ferramentas/mapa-de-autoestradas for toll booths and car parks and www.portugal-tolls.com/fr/web/portal-de-portagens/homefor-free-flow-lanes.
- for the Telepass network in Italy: www.telepass.com.

These lists are also available by simple request to Ulys customer service.

2- Contract holder

The subscription to the Spain-Portugal and Italy options is strictly reserved for physical persons that are not subject to VAT and not registered with the Trade and Companies Register, the Trades Directory or with the Social Security Contribution Collection Agency, to whom the issuing company delivers one or more e-toll badges, within the maximum limit of 3 badges, within the framework of a Classic plan, on which the Holder has subscribed. The plans eligible for the Spain-Portugal and Italy options are available on the uly's.com website, upon simple request from Ulys customer service. When subscribing to the Spain-Portugal and Italy options, the Holder can choose to add the Spain-Portugal and Italy options to one or more badges. In the event that the Holder is already subscribed to one of the eligible plans, they must therefore request the replacement of their current badge(s) by a badge equipped with the Spain-Portugal or Italy options via their customer area.

3- Subscription

The Holder must communicate the registration data of the vehicle that will travel on the Pagatelia and/or Telepass Networks in order to facilitate the e-toll payment, notably on the Via Verde network in Portugal (see article 4.2) and on the Telepass network in Italy (see article 4.3). The Holder must provide a registration plate per badge. Therefore, the same registration plate cannot be used for multiple badges. The Holder undertakes to ensure that the badge will be used exclusively with the vehicle for which the registration data has been communicated beforehand.

The Holder also undertakes to ensure that the registration data registered with the issuing company is systematically updated, and to communicate any new registration data without delay in the event that the badge is to no longer be used with the vehicle that was initially registered.



The issuing company may request that the Holder send a copy of a registration certificate in order to ensure the accuracy of the registration data of the Holder's vehicle.

The issuing company may check that the Holder complies with the abovementioned subscription conditions by any means. By signing the subscription request, the Holder declares that they accept these particular conditions.

4- Conditions applicable to the use of badges on the Pagatelia and Telepass Networks

4.1 Spain:

4.1.1. At the toll booths, the Holder must use:



- lanes that are exclusively reserved for vehicles equipped with an e-toll badge identified by the "T" in a blue circle ,
- lanes that accept the e-toll badge and other payment methods identified by the "T" in a blue square 

In car parks, the Holder must use the lanes indicated by the Via T logo 

4.1.2 If the e-toll badge is not detected when exiting the toll lane, the badge will be read manually, and in this case, the Holder must indicate the identification number and expiry date featured on the badge label to the toll booth attendant or when passing through the automatic toll lane, using the assistance device available enabling them to contact an operator via interphone.

4.1.3 In the absence of valid entry information, or of an entry ticket, the toll booth attendant and/or the operator may apply the most expensive travel rate for the relevant toll exit lane. In this event, it is up to the Holder to contact Ulys customer service.

4.2. Portugal:

4.2.1. When entering and exiting the Via Verde motorway network, the Holder must use:
- the lanes identified at the toll booths by the "V" logo on a green background ,
- or the free flow lanes identified above by the "Electronic toll only" sign on a blue background 

In car parks, the Holder must use the indicated lanes.

4.2.2. The toll lanes that do not have an entry barrier nor an exit barrier, enable the Holder to pay the toll, without stopping, by the detection of the badge and/or, in the event that the badge is not detected, by the automatic reading of the registration plate provided beforehand by the Holder upon their subscription.

4.2.3 In the event that the badge is not detected when passing through the toll lane, the registration plate will be recorded by the motorway companies and the toll facilities.



If the registration plate is recognised, the transaction is registered. The toll amount due for the journey is therefore calculated and invoiced based on the registration data collected when the Holder's vehicle passes through the toll lanes. In the event that the registration plate is not recognised, Via Verde will issue the Holder with a fine that they must pay by following the instructions provided in the letter that will be sent to them.


In the event that the Holder rents a Portuguese vehicle, the registration plate of which is associated with a "Via Verde" badge belonging to the car rental company, they must use the car rental company's badge. The consumption pertaining to the Holder's journeys will be invoiced by the car rental company when the vehicle is returned.


The Holder must therefore place their e-toll badge in the protective sleeve provided to them by the issuing company upon their subscription. This action will make the Holder's e-toll badge undetectable.

4.3. Italy:

4.3.1. At the toll booths, the Holder must use:

- the Telepass lanes exclusively reserved for e-toll payments. They are identified by the blue "TELEPASS" logo in a yellow rectangle ,
- or the dual mode lanes, in which both e-toll payments and other payment methods are authorised. They are identified by the "T" and "CARTE" logos on a blue and yellow rectangle 

- or the Free Flow lanes. They are identified by a yellow "Free Flow" sign 

The badge also functions in certain car parks and ferry services identified by the Blue "T" on a yellow square 

4.3.2. The "Free Flow" lanes enable the Holder to pay toll fees, without stopping, by passing under the toll gates. In the event that the badge is not detected, the registration plate of the vehicle (affiliated with the badge) will be read to enable the correct allocation of the journey and the invoicing thereof to the badge.

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ASF - 1973 boulevard de la Défense 92000 NANTERRE - France - Joint Stock Company [SA] with a share capital of €29,343,640.56€ - Nanterre TCR 572 139 996 -
Principal Activity Code [APE] 5221Z - VAT Id. FR 53 572
Ulys customer service - CS 30 531 - 13 558 Saint-Martin-de-Crau Cedex - France - Tel: 0970 820 830 (free service + price of call) - Website: uly's.com

PARTICULAR CONDITIONS OF SALE

4.3.3. In the event that the badge is not detected:

- when entering the motorway, the Holder must take a toll ticket in order to correctly declare the journey carried out when exiting. When exiting the motorway, the Holder must use a dual mode lane and insert the ticket into the slot provided for this purpose. The badge will then be automatically detected by the toll booth system.

If the Holder does not comply with the rules for approaching the entry barriers of the toll system, the journey will be deemed to have been carried out in violation of the rules of use of the toll motorway. The Holder will be required to pay a fee calculated from the toll booth the furthest away from their exit toll booth. In any event, the Holder has the right to provide evidence of their actual entry toll booth in the aim of defining the amount to be paid. In this event, it is up to the Holder to contact Ulys customer service.

- when exiting the motorway, the Holder must press on the assistance request button and provide the toll staff with the information featured on the label of their badge via the interphone.

- in the Free Flow lanes, the reading of the vehicle's registration plate, affiliated with a badge, will enable the allocation of the journey and the invoicing thereof to the badge.

On the Telepass network, each badge must be associated with one registration plate only, and each registration plate cannot be associated with more than one badge. The Holder undertakes to immediately inform Telepass of any modification of their data through the intermediary of the issuing Company.

The Holder must respect the approach procedures when entering and exiting the Telepass lanes. For security reasons and in order for the data to be collected by the toll systems, the Holder notably undertakes to pass through the toll barriers at a speed lower than 30km/h and remain a safe distance away from the vehicle in front.

Non-compliance with the instructions above may result in the failure or malfunction of the badge, and incur security risks for the Holder.

4.3.4. The conditions of use of the facilities (access to car parks and ferries) may include certain additional restrictions regarding vehicle access. The Holder must take note of these conditions from relevant operators or either directly at their facilities or on their Website.

4.4 Common conditions in Spain, Portugal and Italy - Claim

The issuing company carries out all the Ulys customer service tasks and will process the Holder's information requests and claims concerning the Spain-Portugal and Italy options. The issuing company will remain the Holder's sole contact for the entirety of the customer relationship. However, excluding any eventual claims related to toll payments, the issuing company cannot be held liable for any eventual legal action or claims that the Holder may bring against the other motorway and toll facility companies, and as the case may be, against users of the Pagatelia Network and/or Telepass Network car parks.

5- Modification of the Holder's identity

The Holder must keep all their personal information up to date, as well as that of their vehicle. If the Holder wishes to modify their registration data, they must login to their customer area, send a request in writing to Ulys customer service.

6- Invoicing elements

In the event that the e-toll badge is not used in France and/or on the Pagatelia and/or Telepass Networks for a period of 14 consecutive months, non-use fees will be automatically applied according to the price list in force.

They are paid at the same time as the invoice of the month following said period of 14 consecutive months without use.

It is reminded that the Holder can consult the Spain-Portugal and Italy options' price list at any time in their customer area as well as upon simple request to Ulys customer service.

7- Invoicing terms

The information relating to the use of the badge on the Pagatelia Network is sent to the issuing company by the motorway and toll facility companies, and as the case may be, car park or port users, of the relevant Pagatelia and/or Telepass Network that issue the corresponding invoices to the issuing company that will make them available to the Holder via their online customer area.

The Holder can access the following via their online customer area for a period of 24 months:

- the monthly invoice drawn up by the issuing company for the total amount of the transactions carried out in France, on the Pagatelia and Telepass Networks. The amount stated on the invoice is debited, by virtue of the SEPA direct debit mandate, from the Holder's bank account by the issuing company, duly authorised to receive payment on the behalf of the motorway and toll facility companies and, as the case may be, relevant car park or port operators, of the Pagatelia and Telepass Networks.

- the simplified monthly invoice of consumptions carried out on the Via-t network in Spain as well as the detailed journey statement,

- the simplified monthly invoice of consumptions carried out on the Via Verde network in Portugal as well as the detailed journey statement. The generation of the simplified Portuguese invoice is limited to 100 euros, in the event that this is exceeded, a new invoice will be issued by the relevant motorway and toll facility companies and provided to the Holder by the issuing company,

- the monthly invoice of consumptions carried out on the Telepass network in Italy as well as the detailed journey statement.

It is specified that the monthly consumption invoices and the detailed statements of the journeys carried out on the Pagatelia and Telepass Networks, are only issued electronically.

The invoice issued by Pagatelia or Telepass does not constitute the final bill for the transactions carried out by the holder, during the relevant period, on the Pagatelia and/or Telepass Networks. The issuing company cannot be held liable for delays in the provision of transaction data transmitted by the motorway operating companies in Spain, Portugal and/or Italy, to Pagatelia and Telepass.

The amount for the transactions carried out on the Telepass Network is calculated by Telepass under the conditions and at the rates in force on the day of the transaction.

8- Monthly management fees for use on the Pagatelia Network (SPAIN / PORTUGAL) and / or on the Telepass Network (ITALY)

The Spain-Portugal and Italy options are subject to monthly management fees for using the badge on the Pagatelia and/or Telepass Networks, the amount of which is set in the price list.

These fees are invoiced monthly for each badge when a passage through a toll lane or parking in a car park or entry into a ferry transport port that accepts the e-toll badge as a payment method, is carried out on the Pagatelia Network or the Telepass Network in the relevant calendar month. The management fees are debited on the last invoice on which said transactions appear. The termination of the contract by the Holder during the month does not give rise to the reimbursement, even partially, of the amount of monthly management fees applied for the journeys carried out on the Pagatelia and/or Telepass Networks.

9- Termination by the Holder

The Holder will inform the issuing company of their desire to remove the Spain-Portugal or Italy options from their contract either by sending a request in writing to Ulys customer service. The Holder must therefore request the replacement of their current badge by a badge that is not equipped with the Spain-Portugal and Italy options via Ulys customer service. If the badge is not returned within 30 days, non-return fees will be invoiced (see price list).

10- Termination by the issuing company

In the event of the removal of the Spain-Portugal or Italy options, the issuing company will inform the Holder thereof within a reasonable period by any means, specifying the date upon which the removal will take effect.

11- Information Technology and Civil Liberties

Within the framework of the Spain-Portugal and Italy options, the Holder is informed that during the subscription and the performance of the contract, personal data will be shared between the issuing company and Pagatelia, as well as Telepass and Autostrade per Italia. This data will be used for contract management purposes, in its different aspects.

The contract Holder is informed that they have the right to access, rectify, limit and delete the personal data concerning them, as well as its portability. These rights are carried out with the issuing company.

As of the termination of the contract, the personal data collected will be deleted at the end of the legal civil limitation periods and the legal conservation periods.

GENERAL CONDITIONS OF USE

■ TELEPASS S.p.A - GENERAL CONDITIONS OF USE OF THE TOLL RECOVERY SERVICE

PREAMBLE

(a) Telepass S.p.A (hereinafter "Telepass"), a company governed by Italian law, with a sole shareholder, managed and coordinated by Atlantia S.p.A, whose registered office is located at Via Alberto Bergamini 50, 00159 Rome, Italy, whose VAT number is 09771701001, and with a share capital of 26,000,000.00 EUR, provides, by virtue of its agreements with the Italian toll charger Autostrade per l'Italia S.p.A. and the management entities of certain car park and ferry transport operators (hereinafter referred to as the

"Toll Chargers"), affiliated with the electronic payment services in Italy.

(b) Through the intermediary of the electronic payment services provided by Telepass, any persons or legal entities (hereinafter the "Holder(s)") authorised by virtue of their agreements with electronic payment service providers in Spain, Portugal or in France, to use an E-toll badge (equipped with a personal account number issued by Telepass that identifies the E-toll badge in a unique manner) for the interoperable electronic payment services (hereinafter the "E-toll badge") are authorised to pay the charges, fees and other applicable amounts (hereinafter the "Toll") levied by the toll chargers for travelling on and/or access to Italian motorways, carparks and ports for ferry transport (hereinafter the "Telepass Network"). A list of the car parks and access to ferries covered by the Telepass payment service is available on the www.telepass.com website and at the "Punto Blue" points of sale (list available on the www.telepass.com website). The list of the car parks and ferry transport ports may be updated by Telepass at any time. The following vehicle classes (hereinafter the "Vehicle(s)") are authorised to access the Telepass network:

- motorcycles and tricycles of more than 150 cc, including those equipped with a sidcar,
- two axle vehicles, with a trailer, with a weight of 3.5 tonnes or less and with a height of between 2 and 3 metres.

The Holder must be aware of the conditions of use of the facilities (access to car parks and ferries) may include certain additional restrictions regarding vehicle access. Indications for this purpose are provided by the relevant operators in the relevant facilities and/or on their Website. In order to access the Telepass Network, the Holder (i) must accept these general conditions, through the intermediary of the electronic payment service provider with which the Holder has signed a plan subscription contract enabling the use of an E-toll badge (hereinafter the "Issuing Company"); (ii) must accept the general conditions of use of the part of the Telepass network that is under the authority of Autostrade per l'Italia S.p.A. (hereinafter the "Autostrade GC") and (iii) must respect the rules of use of the affiliated car park and ferry transport operators supplied by the operators mentioned in the relevant facilities and/or on their Website.

1. General

These general conditions govern the use of the e-toll badge on the Telepass network. The Holder expressly acknowledges that Telepass and the Issuing Company remain external to the relationship between the Holder and Toll Chargers for issues notably concerning the infringement of rules of use of the Italian motorways and affiliated car parks and ferry transports, the invoicing of toll fees and any other additional amount and/or the application of discounts that are exclusively managed by the Toll Chargers.

As a consequence, for any complaints resulting from these relationships, as well as for the exercise of the rights pertaining thereto, the Holder must exclusively address the Toll Chargers and shall hold the Issuing Company and/or Telepass harmless regarding the correct use by the Holder of the services provided by the Toll Chargers, including in the event that the corresponding payments have already been paid using the E-toll badge. The payment orders transmitted for the E-toll badge are irrevocable and consequently, the Holder shall remain bound to make the corresponding payments.

2. Use of the E-toll badge on the Telepass network

Access to the Telepass network is only granted to the Holder's Vehicles whose registration plates have been recorded by the service channels provided by the Issuing Company. On the Telepass network, each E-toll badge must be associated with one registration plate only, and each registration plate cannot be associated with more than one E-toll badge. The Holder undertakes to immediately inform Telepass of any modification of their data, including data regarding their identity documents and any modification of the registration plate of the Vehicle associated with the e-toll badge through the intermediary of the Issuing Company. Data can be updated using the customer service channels provided by the Issuing Company.

If a Holder wishes to use an E-toll badge to pay their toll fees, they must access the relevant part of the Telepass network via the specifically equipped lanes that can be identified by a horizontal and vertical sign bearing the "Telepass" logo.

(i) Italian national network of toll motorways

For the use of E-tolls on the Italian national network of toll motorways, please consult the Autostrade GC.

(ii) Affiliated car parks

The use of the E-toll badge in affiliated car parks enables the Holder:

- a) to enter the affiliated car parks without purchasing or taking an entry ticket,
- b) to pay for parking at the duly equipped exit barrier without having to sign an invoicing authorisation for the relevant amount nor enter a code.

The Holder must approach the dedicated barriers (bearing the Telepass logo), following the passage instructions and the indications provided in the horizontal and vertical displays at the entry and exit of the affiliated car park. For security reasons and in order for the correct data, as well the identification and authorisation of the E-toll badge to be collected, the Holder must slow down when approaching the dedicated entry and exit barriers, and if necessary, stop and wait for the barrier to be opened enabling them to enter or exit the affiliated car park. These operations may be guided by vocal and visual messages that may be provided by the automated barrier and/or parking meter systems.

At the exit, the Holder may request a receipt stating how long their vehicle was parked and the corresponding payment by pressing on the relevant button placed on the duly equipped barrier. If the E-toll badge has been deactivated due to the declaration of its theft or loss, or due to the suspension or withdrawal of the authorisation to use it, in order to access the affiliated car parks, the Holder must take the ticket and pay using payment methods other than the E-toll badge upon their exit; if the authorisation is refused at the exit, the Holder must go to the counter or information desk of the management entity of the car park affiliated with the E-toll badge and use another payment method.

(iii) Affiliated ferry transport operators

The use of the E-toll badge in the duly equipped lane enables a ticket to be issued for the transport of the vehicle by private ferry and the corresponding payment, including any additional applicable fees.

In order to perform the payment operation for the private ferry transport by the affiliated ferry transport companies, the Holder must approach the reserved lane (bearing the Telepass logo) by following the instruction provided on the horizontal and vertical displays on the lane. For security reasons and in order for the correct data, as well the identification

and authorisation of the E-toll badge to be collected, the Holder must slow down when approaching the dedicated lane and stop in order to provide the relevant information, as the case may be, to the user interface, and wait for a ticket to be provided, the barrier to be opened and the green light to be displayed. Such operations are guided by visual messages that may be provided by the automatic user interface system. An audio link with an operator is also provided to communicate with the Holder upon request.

If the E-toll badge has been deactivated due to a declaration of theft or loss, or a suspension or withdrawal of the authorisation to use it, the Holder may access the ferry transport provided by the affiliated ferry companies after having purchased and collected a ticket from the ticket office and/or the counter of the affiliated company.

3. Loss or theft of an E-toll badge

In the event of the loss or theft of the Badge, the Holder must immediately inform Telepass thereof using the customer service channels provided by the Issuing Company. The Holder will no longer be bound to pay the Toll fees as from the reception of said notification by Telepass. Telepass shall not be liable towards the Holder in the event of the late notification of one of the abovementioned events by the Issuing Company.

4. Issue and provision of invoicing documents

The Tolls for the use of the Telepass network are invoiced to the Holder by the Toll Chargers and made available to the Holder by the Issuing Company according to the invoicing cycle agreed upon with them. The Toll payments may be invoiced by the Toll Chargers up to 12 months after the journey/use.

The toll rates applied on the invoice are those in force at the time of the journey/used by the Telepass Network.

Any communication regarding a complaint pertaining to the amounts charged and invoiced must be transmitted to Telepass, using the customer service channels made available by the Issuing Company, within 60 days following the reception of the invoice by the Holder. The amounts indicated on the invoices are levied from the Holder by the Issuing Company according to the payment terms agreed upon with them and paid by the Issuing Company.

5. Termination

In the event of the termination of the plan subscription contract, signed with the issuing company, the Holder shall no longer be authorised to use the E-toll badge for electronic toll payments on the Telepass Network and these General conditions shall be automatically terminated. The Holder is authorised to terminate the service by transmitting a notification for this purpose to Telepass through the intermediary of the issuing Company.

Telepass has the right to terminate the service with immediate effect (in accordance with article 1456 of the Italian Civil Code) in the event:

- of the use of the service by unauthorised entities (other than the Holder) or by unauthorised vehicles,
- of the fraudulent use of the E-toll badge to avoid the payment of the toll fees due,
- of a false declaration of the theft/loss of the E-toll badge,
- of the Holder's failure to update their data and information. The Holder shall be informed of the termination by the issuing Company.

Telepass shall not be liable towards the Holder in the event of the late notification of one of the abovementioned events by the Issuing Company.

6. Relationships with Telepass

If the Holder fails to inform the Issuing Company of any changes within a reasonable time period via the Issuing Company's customer service channels, the address provided to Telepass by the Holder through the intermediary of the Issuing Company will be considered as being the Holder's address for all purposes. The Holder shall contact the Issuing Company for first level support. Nevertheless, the Holder may contact Telepass at the following address: Telepass S.p.A. Customer Care - P.O. - Box 2310 Succursale 39-50123 Florence, fax: +39 055 420 2373 or (+39) 055 420 2734.

7. Periodic communication and amendments of these general conditions

Telepass may amend these general conditions in order to bring the service into compliance with any new administrative, technical or managerial requirement, by informing the Holder through the intermediary of the Issuing Company, at least 30 days before the new rules enter into force. The effective date of said amendments must be indicated. If the Holder does not agree with the proposed amendments, they are authorised to withdraw their agreement to these General Conditions with immediate effect within sixty (60) days following the reception of the unilateral contract modification proposition without incurring any penalties, and the conditions that applied previously will remain valid until the end of the contractual relationship. If the Holder does not withdraw within the stipulated period, the modifications shall be deemed to have been accepted. In the event of a withdrawal, the Holder will no longer be authorised to use the Badge for electronic toll payments on the Telepass Network and these general conditions shall be automatically terminated.

The abovementioned provisions shall not apply in the event of amendments prescribed by legal standards and/or imperative decisions of the competent authorities, that shall be applicable with immediate effect, in the manner and the periods provided for by the regulatory provisions introducing said amendments without prior notice.

These general conditions are binding on the Holder as from the date of signature of this form or, without prejudice to the provisions of clause hereinabove, as from the effective date thereof.

8. Applicable law

Italian law is applicable to the relationship between Telepass and the Holder without prejudice to the application of the provisions pertaining to consumer protection, that cannot be derogated from by an agreement, by virtue of the law.

CONFIDENTIALITY NOTICE REGARDING DATA PROCESSING

in accordance with article 13 of the legislative decree no. 196/2003

1. Please note that the personal account number issued by Telepass SpA, as identified hereinafter (hereinafter "Telepass"), that identifies the interoperable electronic payment device in a unique manner (hereinafter the "E-toll badge") is provided to the Holder under the terms of an agreement with an electronic payment service provider (hereinafter the "Issuing Company") - and enables the identification of the Holder by Telepass, and the personal data provided by the Holder or the Issuing Company is collected and may be used and processed - on paper, electronically and by computer - by Telepass, acting as Data Controller, in accordance with the provisions of Article 28 of the legislative decree 196/2003, and by its staff, acting as data controller for purposes related to the management of this contractual relationship.

2. Said personal data is also processed by Telepass for the compilation and transmission of lists of journeys; it should be noted that the data pertaining to the list of journeys is transmitted electronically by Telepass to the Holder through the intermediary of the Issuing Company, on behalf of the motorway operating companies, the affiliated car parks and the affiliated ferry operators.

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Ulys customer service - CS 30 531 - 13 558 Saint-Martin-de-Crau Cedex - France - Tel: 0970 820 830 (free service + price of call) - Website: uly's.com

GENERAL CONDITIONS OF USE

3. The Holder's personal data is communicated by Telepass to the motorway operating companies that manage the motorways travelled on and on which the toll booths that accept the E-toll badge are located, as well as the affiliated car park and ferry transport operators.

4. The administrative activities are performed for Telepass by Esse Di Esse-Società di Servizi S.p.A., appointed for this purpose as Data Processor on Telepass' behalf.

5. Except in the circumstances provided for in the abovementioned provisions, the personal data collected and stored in databases by Telepass shall not be communicated, except in the circumstances provided for in the contract and in accordance with the applicable legal provisions and via the means authorised by said provisions.

Furthermore, in order to ensure the smooth functioning of all the activities pertaining to the provision of its service, Telepass may, as the case may be, entrust the abovementioned data processing operations to other companies in its group or third party companies, after having appointed them as data processors.

6. With regard to the processing of abovementioned data, the Holder is authorised to exercise their rights under the terms of article 7 of the abovementioned applicable law and, in particular, has the right to request the deletion of any data processed in violation of the abovementioned rules and to request an update and/or correction of their personal data, in the manner and in the circumstances provided for by the relevant legal provisions. Furthermore, if the Holder terminates the service, he/she may request the complete deletion of all the data that he/she has provided, to the exclusion of the data that must be retained for a certain period in accordance with the legislation in force. These rights can be exercised by registered letter or by fax using the following contact details: Telepass S.p.A. Customer Care - P.O. - Box 2310 Succursale 39-50123 Florence, fax: +39 055 420 2373 or (+39) 055 420 2734.

7. Telepass S.p.A. is the Data Controller, and the entity in charge of administrative activities is Esse Di Esse - Società di Servizi S.p.A., both of which are domiciled in Rome, Italy, Via Bergamini, 50.

AUTOSTRADE PER L'ITALIA S.P.A. - GENERAL CONDITIONS OF ACCEPTANCE AND USE OF THE INTEROPERABLE E-TOLL SERVICE FOR THE DEFERRED PAYMENT OF TOLLS ON THE ITALIAN TOLL MOTORWAYS

PREAMBLE

Autostrade per l'Italia S.p.A. (hereinafter "ASPI"), a company managed and coordinated by Atlantia S.p.A., with a share capital of 622,027,000€ whose registered office is located at Via A. Bergamini, 50 - 00159 Rome (IT), registered in the Rome companies register under the VAT number, the taxpayer number and the registration number 07516911000, concessionaire for the construction and operation of motorways in accordance with the unique agreement signed on 12th October 2007, approved by Italian law no. 101 of 6th June 2008, authorises the deferred payment of tolls for the entry and exit barriers of Italian toll motorways, in accordance with the agreements concluded with various motorway operating companies.

The interoperable e-toll service with deferred payment is only accessible to individuals or legal entities (hereinafter the "Holder(s)") that have agreed to the conditions of use (i) with an Operator (as defined hereinafter) of an interoperable electronic payment E-toll badge equipped with a personal account number issued by Telepass S.p.A., the Italian electronic payment service provider, that identifies the E-toll badge in a unique manner (hereinafter the "E-toll badge" and (ii) general conditions of use with Telepass S.p.A. of an E-toll badge/Personal account number on the Italian motorway network.

The Holder undertakes to respect the following procedures when travelling on the dedicated and/or dual mode lanes, that can be identified by a horizontal and vertical sign bearing the "Telepass" logo (hereinafter the "Telepass Lanes") at the entry and exit of the Italian motorway network.

1. GENERAL CONDITIONS

1.1 ASPI enables the Holder to use an E-toll badge to pay for their toll motorway journeys using vehicles and/or motorcycles with a cubic capacity of less than 150 cc, whose registration plates have been associated with an E-toll badge used by the Holder of the service. Each E-toll badge must only be associated with one registration plate (including for motorcycles) and each registration plate must be only associated with one E-toll badge.

1.2 The Holder undertakes to promptly inform ASPI of any change regarding their data, through the intermediary of the e-toll service provider with which the Holder has signed the plan subscription contract. The Holder notably undertakes to inform ASPI beforehand, through the intermediary of the e-toll service provider with which the Holder has signed the subscription contract (hereinafter the "Operator") of any modification of the registration plate of the vehicle associated with the E-toll badge. Data can be updated using the customer service channels provided by the Issuing Company.

1.3 ASPI reserves the right to termination the acceptance of E-toll badges for the deferred payment of tolls, by informing the Holder, through the intermediary of the Issuing Company, with a notice period of two months.

2. USE OF THE TOLL BOOTH SYSTEMS

2.1 The use of badges is possible on the entire Italian motorway network, provided that they are used to pass through reserved Telepass Lanes, for both the entry and exit of the Italian motorway network, and that the Badges and the associated vehicles are authorised to travel.

2.2 When a Holder enters a toll barrier equipped with a Telepass Lane and exits via a toll barrier on which, for whatever reason, the Telepass service is unavailable, said Holder must inform the onsite toll staff of their toll barrier of entry.

2.3 If, on the contrary, the Holder, after having entered via a toll barrier equipped with a Telepass lane, exits by a fully automated barrier (without a Telepass lane), the Holder must use an automatic lane bearing the "Viacard" logo, press the assistance request button and inform the toll staff of their toll booth of entry via interphone. In the two circumstances hereinabove, the toll for the declared journey or, if it is different, the journey actually carried out, as established by the assessments performed by ASPI, is charged to the Holder on their invoice or by sending them a toll payment default report (Form PE-07).

2.4 If it is not possible to use the E-toll badge at an entry barrier because the service is temporarily unavailable, the Holder must take the entry ticket and, in order to correctly declare the journey carried out when exiting, use a dual mode lane (automatic lane bearing a "Viacard" logo overlapping the Telepass Service), and insert the ticket in the slot provided for this purpose; the identification number of the E-toll badge will then be automatically recorded by the toll booth system. If no dual mode lanes are available, the Holder must exit via a lane managed by toll staff, to whom the Holder shall provide the ticket and inform them that the vehicle is equipped with an E-toll badge. ASPI then verifies the amount due for the journey for invoicing purposes.

2.5 When the entry barrier for the toll system is not recorded on the Holder's E-toll badge, the journey will be deemed to have been carried out in violation of the rules of use of the toll motorway. The toll lanes system automatically detects the registration plate of

the vehicle carrying out the journey using video recording equipment installed on the toll booths and the Holder is bound to pay a toll fee calculated from the toll booth the furthest away from the exit toll booth, in accordance with article 176 of the Italian legislative decree no. 285 of 30th April 1992 adopting the Italian Highway Code (Codice della Strada), without prejudice to the application of the administrative sanctions provided for by said rules. In any event, the Holder has the right to provide evidence of their actual entry toll booth in the aim of defining the amount to be paid.

2.6 The Holder must respect the approach procedures when entering and exiting the Telepass Lanes. For security reasons and in order for the data to be collected by the toll systems, the Holder notably undertakes to pass through the toll barriers at a speed lower than 30km/h and remain a safe distance away from the vehicle in front.

2.7 The use of Badges installed on motorcycles with an engine displacement of larger than 150 cubic centimetres is only authorised when using the lanes specially designed for these vehicles and bearing a horizontal sign representing a stylized image of three motorcycles and equipped with a rising half-barrier. The Holder undertakes to install the E-toll badge on their motorcycle as indicated in the E-toll instruction manual (provided to the Holder upon the signature of the plan subscription contract with the Issuing Company), to use only the Telepass Lanes that are equipped for the passage of motorcycles when driving it and not to use these lanes when the traffic lights above or next to the relevant lane are on red, and to keep a safe distance away from the vehicle in front at all times.

Non-compliance with the instructions above may result in the failure or malfunction of the E-toll badge, and incur security risks for the Holder.

3. DRAWING UP AND DELIVERY OF INVOICING DOCUMENTS AND THE LIST OF JOURNEYS

3.1 ASPI draws up the invoices or other equivalent documents for the toll fee amounts concerning the journeys made with the e-toll badge. Invoices are provided to the Holder by the Issuing Company in accordance with the invoicing cycle agreed up in the plan contract signed by the Holder.

3.2 The toll rates applied on the invoice are those in force at the time of the journey. Any modification of the tax regime shall result in the subsequent application of new toll fees, and the corresponding effective dates thereof are stipulated in the applicable provisions.

3.3 Any communication on a complaint pertaining to the amounts invoiced must be transmitted by the Holder through the intermediary of the Issuing Company within 90 days following the delivery of the invoice.

4. TERMINATION OF THE CONTRACTUAL RELATIONSHIP

4.1 In the event of the termination of the plan subscription contract signed with the Issuing Company or the termination of the relationship with the Italian e-toll service provider (Telepass S.p.A.), the Holder will no longer be authorised to use the E-toll badge for electronic toll payments on the Telepass Network and these general conditions shall be automatically terminated.

4.2 Furthermore, the Holder is not authorised to use the E-toll badge for the electronic payment of motorway tolls in Italy if the Issuing Company has deactivated it due to, for example, a declaration of theft or loss, a suspension or withdrawal of the authorisation to use it (as provided for in the plan subscription contract signed by the Holder with the Issuing Company) or if the E-toll badge delivered to the Holder is no longer authorised for the electronic payment of motorway tolls in Italy in accordance with these general conditions, or if the toll system is accessible to unauthorised users and/or using unauthorised vehicles, or in the absence of an update of data regarding the user, including the provision of incorrect data.

4.3 The Holder may terminate these general conditions by terminating their contract with the Italian e-toll service provider (Telepass S.p.A.).

5. RELATIONSHIP WITH ASPI

5.1 If the Holder fails to inform the Issuing Company of any changes within a reasonable time period, including via the Issuing Company's customer service channels, the address provided to ASPI by the Holder through the intermediary of the Issuing Company will be considered as being the Holder's address for all purposes, including tax purposes.

5.2 The Holder shall contact the Issuing Company for first level support. Nevertheless, the Holder may contact ASPI at the following address: Autostrade per l'Italia S.p.A. Customer Care - P.O. - Box 2310 Succursale 39-50123 Florence, fax: +420 2373 or (+39) 055 420 2734.

5.3 ASPI may amend these general conditions in order to bring the service into compliance with any new administrative, technical or managerial requirement, by informing the Holder through the intermediary of the Issuing Company. In such an event, the effective date of these modifications must be indicated and the Holder may terminate these general conditions by terminating the general conditions issued by Telepass S.p.A., as indicated hereinabove.

5.4 These general conditions are binding on the Holder as from the date of signature of this form or, without prejudice to the provisions of the clause 5.3 hereinafter, as from the effective date thereof.

6. APPLICABLE LAW

Italian law is applicable to the relationship between ASPI and the Holder without prejudice to the application of the provisions pertaining to consumer protection, that cannot be derogated from by an agreement, by virtue of the law.

CONFIDENTIALITY NOTICE REGARDING DATA PROCESSING

In accordance with article 13 of the Italian legislative decree 196/2003

1. Please note that the personal data provided by the Holder or by the Issuing Company with which the Holder has signed a plan contract for the provision of interoperable payment services (hereinafter the "Issuing Company"), as well as the data pertaining to the use of the E-toll badge for the interoperable payment services (hereinafter the "E-toll"), including the personal account number that identifies the E-toll badge in a unique manner, is collected and may be used and processed by Autostrade per l'Italia S.p.A. (hereinafter "ASPI"), a company directed and coordinated by Atlantia S.p.A., with a share capital of 622,027,000€, whose registered office is located at Via A. Bergamini, 50 - 00159 Rome (IT), registered in the Rome companies register under the VAT number, taxpayer number and registration number 075169110000 - on paper, electronically and by computer - by its employees and/or by the employees of the Italian toll motorway companies, acting as data controllers, for the purposes pertaining to the management of the contractual relationship, notably the invoicing and levying of tolls.

2. This personal data is disclosed by ASPI to Telepass S.p.A. (as identified hereinafter) for the administrative management of toll payments, as described in point 3, and to the motorway operating companies, whose systems are used to register the journeys for invoicing purposes, or, in the event of journeys for which no payments have been recorded, for debt recovery purposes. The processing of this data and the recovery of toll fees are also performed by specifically authorised third parties.

3. The administrative activities pertaining to invoicing, the issue and delivery of invoices and any payment request concerning the Italian motorways are carried out on the behalf

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GENERAL CONDITIONS OF USE

of ASPI by Telepass S.p.A., appointed as Data Processor by ASPI for this purpose. Invoices may be provided to the Holder by the Issuing Company.

4. Without prejudice to the provisions of the abovementioned paragraphs, the Holder's personal data, collected and stored in ASPI's databases, shall not be disclosed or communicated, except in the circumstances provided for in these General Conditions and in accordance with the laws and regulations and in the manner provided for this purpose. Furthermore, in order for ASPI to ensure to smooth functioning of all the activities in relation to the service or necessary for the provision thereof, ASPI may also process the abovementioned data, where necessary, through the intermediary of other companies within the ASPI group or third parties (companies appointed for the recovery of debts due to ASPI, companies responsible for the maintenance of IT systems entrusted with managing the invoicing of toll fees), that are designated as data processors each time.

5. Please note that the Italian motorway toll booths managed by ASPI are equipped with a video recording system that, in the event of the non-payment of a toll or when the Holder does not have an entry ticket, uses the toll barrier in a non-compliant manner or is in possession of a faulty E-toll badge, automatically records the registration plate of vehicles that pass through the booths for further processing of toll payments, and where relevant, for the application of civil, administrative and/or criminal sanctions in the circumstances provided for in article 176 of the Italian legislative Decree 285 of 1992. The images can only be viewed by the staff entrusted with processing the data and are stored for purposes relating to the recovery of toll payments and, in the event of illegal actions, are also presented to the competent legal authorities.

6. Please also note that the Italian motorway network is equipped with automatic detection systems (named "BOE Telepass") for vehicles equipped with E-toll badges that anonymously record the passage of vehicles for "statistical" purposes, notably for the development of an Italian motorway network traffic flow statistics model aiming to validate the methods for allocating the revenue generated by the tolls between the toll motorway companies for the journeys within their respective remits and for the calculation of average journey times on an itinerary. This data is exclusively processed by the appointed staff or, for ASPI, by specified third parties to carry out statistical analyses (number of vehicles travelling on a specific route) appointed by ASPI as data controller entities.

7. With regard to the processing of this data, the Holder in question is authorised to exercise their rights under the terms of article 7 of the Italian legislative Decree no. 196 of 2003 and, in particular, has the right to request the deletion of any data processed in violation of the abovementioned rules and to request an update and/or correction of their personal data, in the manner and in the circumstances provided for by the relevant legal provisions. Furthermore, if the Holder terminates the service, he/she may request the complete deletion of all the data that he/she has provided, to the exclusion of the data that must be retained for a certain period in accordance with the legislation in force. These rights can be exercised by registered letter or by fax using the following contact details: Autostrade per l'Italia S.p.A. Customer Care – P.O. - Box 2310 Succursale 39-50123 Florence, fax: +39 055 420 2373 or (+39) 055 420 2734.

8. Autostrade per l'Italia S.p.A is the Data Controller, as indicated hereinabove, and the Data Processors are:

- Telepass S.p.A., domiciled in Rome (Italy), Via Bergamini, 50 for the relevant administrative activities,
- The Joint Director of General Operations and Maintenance at Autostrade per l'Italia S.p.A and d'EsseDiEsse S.p.A Società di Servizi S.p.A., domiciled in Rome (Italy), Via Bergamini, 50, for the management of unpaid tolls and the corresponding video sequence, in accordance with article 5 hereinabove.
- Autostrade per l'Italia S.p.A.'s IT and Technological Development Manager, for the management of "statistical" processing, in accordance with article 6 hereinabove.

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Your Classic e-toll plan is managed by ASF.

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PARTICULAR CONDITIONS OF ONLINE SALE

These particular conditions of online sale complete the general and particular conditions of the plan subscription. In the event of a dispute, the general and particular plan conditions will prevail.

These particular conditions of online sale only apply in the event of the online subscription to plans or services from the "Ulys" application or via the sales channel on the [ulyss.com](https://www.ulyss.com) website.

I- Issuing Company

Subscriptions, options and services that can be subscribed online are managed by the company ASF : e-Drive, Classic, Premium, Vacances, Special 30, Ulys x Coyote, Ulys Flex ; Frequence, Préférence, Océan, Start, Business, Fleet.(list that might change)

II- Online Subscription

After having consulted all the available information in order to make their choice, the holder may take out a subscription by filling out a form using the instructions provided and validating the subscription.

For this purpose, if the holder is already a subscriber and they wish to subscribe to another option or a related service, they must first login to their customer area.

The holder is informed and accepts that the information provided will be proof of their identity and their subscription.

The holder must provide their information once they have validated the payment and electronically signed the e-toll plan contract (including the general and particular conditions of the plan subscription) and/or the particular conditions of the option or the related services. Any online subscription implies the holder's acceptance of these particular conditions of online sale.

The e-toll plan contract and/or the particular conditions of the option or the related services, and as the case may be, the direct debit mandate, shall be sent by e-mail to the e-mail address provided beforehand by the holder and shall be available in their customer area.

The issuing company reserves the right to carry out any necessary prior checks (for example, subscription, contact details). The issuing company may be required to request supplementary documentation or a payment guarantee from the holder, and reserves the right to refuse any subscription to a plan, an option or a related service if the holder does not fulfil the conditions to benefit therefrom or on legitimate grounds, such as the termination of a previous contract due to fraud or default of payment.

III- Provision of a badge – Delivery

The participation in packaging and shipping fees of the badge or badges is indicated in the price list of the corresponding plan according to the delivery method chosen by the Holder:

- Standard delivery – to your home address or an address of your choice

- Chronopost Express Delivery – to your home address or an address of your choice

(Mainland France and Monaco) – valid for Classic, Premium, and Vacances plans.

The badge or badges are shipped as from the online signature of the documents (e-toll plan contract including the general and particular conditions of the plan subscription and the direct debit mandate) by the Holder:

- in under 24 hours with Chronopost Express delivery for the eligible plans,

- in under 48 hours with the other delivery methods as from the reception of all the duly signed and completed documents requested by Ulys customer service.

The Issuing Company undertakes to do everything it can to ship the badges ordered by the Holder with the period specified above. The Holder will receive their badge at the delivery address indicated subject to postal delivery periods.

These periods are provided for information purposes only and any eventual delays cannot give rise to any damages, the withholding of payment or the cancellation of the order by the Holder. It is the responsibility of the Holder to verify the contents of the package upon delivery, and to indicate any problem within a period of 3 days from the delivery (excluding Sundays and bank holidays) by contacting Ulys Customer Service. After this period, the products shall be deemed to be compliant and free from any obvious defects.

IV. Acceptance of conditions

Any online subscription implies the agreement of a membership without restriction or reservation to the general and special conditions of sale of subscriptions as well as these particular conditions of sale via the Internet which can be consulted at any time on the [ulyss.com](https://www.ulyss.com) website and in the customer area of the Holder.

V- Partial validity

If any of the provisions of these particular conditions of sale by Internet proved to be null with regard to a rule of law in force, this would be deemed unwritten but would not result in the nullity of the general and special conditions of the subscription.

VI- Security

All the information pertaining to the subscription, notably bank account information transmitted via the Internet, is protected and encoded. All online transactions take place on a secure server (SSL). Therefore, when they are input or during transfers, it is impossible to read them. The Holder is solely responsible for keeping their e-toll customer area login details confidential as well as the code - according to the e-toll plan - that will be provided to them by SMS, that are considered to be strictly personal. They undertake to immediately inform Ulys Customer Service of any unauthorised use of their registration data, their login information, their code and more generally, of any security risk that they may become aware of.

VII- Liability – Guarantee

The liability of the Issuing Company cannot be incurred for any inconvenience or damage pertaining to the use of the Internet and telephone networks, notably a service breakdown, an external intrusion or the presence of computer viruses.

The Issuing Company cannot guarantee that the [ulyss.com](https://www.ulyss.com) website, the "Ulys" application or the service for the sending of codes by SMS (for the relevant plans) will be exempt from anomalies, errors or bugs, nor that these can be corrected or that the website or the "Ulys" application will function without interruption or breakdowns.

The Issuing Company cannot be held liable for technical failures caused by third party software, whether said software is incorporated on or provided with the website or the "Ulys" application or not. By accepting these particular conditions of online sale, the Holder declares that they are aware of the characteristics and limits of the Internet, particularly its technical performance, the response times for consulting, examining and transferring data and the risks in relation to the security of communications.

VIII- Proof

The IT registers, retained in the Issuing Company's IT systems within reasonable security conditions, shall be considered as proof of transactions, plans and payments made between the parties. The parties acknowledge that documents completed and validated electronically by the Holder are considered as original documents and accept them as proof on the same basis as a document written on paper.

IX- Information Technology and Civil Liberties

The Holder is informed that upon the subscription or during the performance of the contract, personal data will be collected by the issuing company.

This data will be used for contract management purposes, in its different aspects, and may also enable the performance of commercial prospecting operations.

The data collected is intended for the issuing company and the users specified in article II of these general conditions, as well as their sub-contractors. Furthermore, the issuing company may communicate the collected data to its partner if the Holder gives it the express authorisation to do so.

The contract Holder is informed that they have the right to access, rectify, limit and delete the personal data concerning them, as well as its portability, and to object to receiving commercial prospecting. These rights are carried out with the issuing company, that is the data controller of the collected data, the details of which feature in the particular conditions of the contract.

As of the termination of the contract, the personal data collected will be deleted at the end of the legal civil limitation periods and the legal conservation periods, at the latest.

X- Customer Services

Any questions pertaining to the tracking of the subscription, the delivery of the badge(s), the terms and conditions of exercising the right to with-draw and the executing of the subscription contract can be addressed :

- in writing to the following address : Ulys customer service - CS 30 531 - 13 558 Saint-

Martin-de-Crau Cedex - France

- by telephoning Ulys customer service: 0970 820 830 (free service + call price)

Ulys is a shared trademark of the motorway companies in the VINCI Group (ARCOS, ASF, Cofiroute, Escota)

ASF - 1973 boulevard de la Défense 92000 NANTERRE - France - Joint Stock Company [SA] with a share capital of €29,343,640.56€ - Nanterre TCR 572 139 996 -

Principal Activity Code [APE] 5221Z - VAT Id. FR 53 572

Ulys customer service - CS 30 531 - 13 558 Saint-Martin-de-Crau Cedex - France - Tel: 0970 820 830 (free service + price of call) - Website: [ulyss.com](https://www.ulyss.com)