

GENERAL CONTRACT TERMS AND CONDITIONS

1. Preliminary provisions and scope

With these General Contract Terms and Conditions ("**Terms and Conditions**") the company FAAC S.p.A. Soc. Unipersonale ("**FAAC**") – with registered office at Via M. Calari 10, 40069 Zola Predosa (BO) – intends to regulate the terms and conditions of use of the services offered by JPASS ("**JPASS**") through the mobile device platform ("**APP**") and the website www.i-pass.com ("**Website**") (APP and Website hereinafter jointly referred to as the "**Platforms**"). The Platforms are fully available, managed, maintained and controlled by FAAC. JPASS offers users who use the Platforms ("**Customers**"), services for "*on-street*" parking, to be understood as the payment services related to the parking of the vehicle on public land in areas intended for this purpose and suitably delimited by horizontal and/or vertical signs, and for "*off-street*" parking, to be understood as the booking, subscription and payment services related to parking in areas not located on public land and delimited by a system for monitoring entrances and exits (for example, garages, car parks, etc.) (collectively the "**Services**"). By using the Services, Customers agree to accept the Terms and Conditions and the obligations arising therefrom.

It is expressly understood that some of the Services may also be provided through the parking operator as manager of the parking area ("**Partner**"), whose general conditions of service may be viewed on the latter's website or at the parking areas themselves ("**Terms of Service**").

The Customer declares that he/she is aware that the Services offered do not constitute a "*financial service*" pursuant to art. 67-ter, lett. b) of the Italian Legislative Decree 206/2005 and subsequent amendments and additions ("**Consumer Code**") and/or "payment service" pursuant to art. 1, paragraph 1, lett. b) of the Italian Legislative Decree 11/2010 and subsequent amendments and additions.

By accepting the Terms and Conditions, the Customer enters into a contract with FAAC for the use of the Services through the Platforms ("**Contract**"). The Customer is aware that JPASS may transmit, assign or subcontract the Contract or one or more rights arising thereby to third parties or to subsidiaries or affiliates without giving notice to the Customer. In such circumstances, the rights of the Customers, as consumers, will remain protected by legislation in force.

2. Access and Use of the Services in "*on-street*" and "*off-street*" parking areas

To access the Services, the Customer must first provide certain data necessary for the creation and subsequent activation of his/her account (the "**Account**"). In particular, the Customer will be asked to enter his/her first name, last name, home address, e-mail address, tax number and a personal password, of which he/she will be the custodian. If required, the Customer must also register the license plate number of his/her vehicle as well as a valid means of payment.

The Customer will then be guided by the Platforms for the conclusion of the Account activation procedure. The Customer may also register through the use of one of the following social networks: Facebook, Twitter, LinkedIn, remaining solely responsible for the accuracy of the data provided to JPASS directly or through the aforementioned social networks.

The Customer will be able to use the Services only in the enabled parking areas, the list of which is available on the Platforms.

"On-street" parking areas

Through JPASS, the Customer, once the parking area has been identified, will indicate the duration of the same and, at the same time, JPASS will communicate to the Customer the beginning of the calculation of the amount due. The final amount due will be determined only when the parking period is finished and will be based on the actual duration of the parking, to which a commission for the Partner may be added. Some "on-street" parking areas may, however, require a predetermined fee and, in such cases, payment will be requested at the beginning of the parking period. The Customer, through the specific functions of the Platforms, may, at any time and before the expiry of the time limit indicated at the beginning of the parking period, extend the parking period. Payment for the extension may be made at the end of the parking period or at the same time as the extension request.

Furthermore, the parking period may be stopped in advance as long as the time limit indicated at the beginning of the parking period has not yet elapsed. In such cases, and only if provided for by the Partner's policies, the parking payment may be calculated on the basis of the time actually used.

"Off-street" parking areas

The Customer may only pay for the parking through JPASS after acquiring a digital ticket ("**Ticket**") which may be done by one of the following methods, if supported at the parking area: (i) via Bluetooth, (ii) by scanning the barcode or QRcode of the ticket provided by the device at the entry; (iii) by detecting the license plate that the Customer will have pre-registered via the APP or will have entered at the beginning or during the parking period.

At the end of the parking period – and without prejudice to the possibility of manual payment (i.e. at automatic payment points at the exit) – the Customer, in possession of the Ticket, can make the payment

using the options provided by JPASS. The Customer will be informed of the conclusion of the operation by e-mail.

It is expressly understood that, for both *on-* and *off-street* parking areas, any malfunctioning of JPASS that does not allow the use of the Services will not exempt the Customer from paying for the parking. In such cases, the Customer will be required to pay the amount due by other means (i.e. manually at the automatic payment points when exiting, through an on-site operator, etc.). The Customer understands that no liability will be incurred by JPASS in the event of a fine, violation, penalty, etc. charged to the Customer with respect to the non-payment of the parking.

For *off-street* parking areas only, JPASS also offers Customers a “Booking” and “Subscription” service. With the “Booking” service, where enabled, the Customer can book a parking space by paying in advance. The Customer will access the parking area by showing the QRcode received by e-mail and also displayed in the APP and/or by showing the entry permit via Bluetooth and through the automatic function of the APP. With the “Subscription” service, the Customer can subscribe (i) with the Partner and import the subscription into JPASS; (ii) directly with JPASS. The Customer may purchase single, weekly, monthly or annual subscriptions, and may pay for their renewals by means of recurring charges pre-authorized at the time of purchase of the first subscription or in subsequent steps of the procedure by accessing the appropriate management area on the Platforms. JPASS, if authorized, may send the Customer a *reminder* notice that the subscription is about to expire.

If the Customer does not receive the e-mail confirming the “Booking” and/or “Subscription” within 24 hours of purchase, he/she can send an e-mail to support@j-pass.com

The Customer may at any time access the Platforms, through his/her Account, and consult the information relating to the Services purchased and, after having read and accepted the Partner's Terms of Service, modify and/or cancel a reservation. JPASS will do everything in its power to ensure that the Partner provides true, complete and transparent information to the Customer. Failing this, no liability may be charged to JPASS.

3. Customer Obligations

By accepting these Terms and Conditions, the Customer undertakes (i) to comply with all of the provisions indicated therein, with subsequent modifications and additions, which the Customer will be asked to read; (ii) to provide JPASS with true, valid and correct information; (iii) to ensure that his/her smartphone and/or any other technical tool used to access the Services is compatible with the Platforms; (iv) to update the APP in accordance with the instructions provided by JPASS; (v) to indemnify and hold FAAC harmless from any dispute that may arise between the Customer and the mobile operator/landline operator and/or the credit institutions and/or the Partner and/or the institution responsible for the collection of any administrative penalties; in such cases, the involvement of JPASS will be limited solely to the communication of any data/information required by the aforementioned bodies, (vi) to comply with the Terms of Service and the rules of use of the parking areas as dictated by the Partner, FAAC being expressly exonerated from any liability for direct and/or indirect damage to vehicles, persons or property that derive from the entry, use or exit of the Customer into the parking area, (vii) to guard with due diligence his/her credentials for access to the Account, being solely responsible for all unauthorized accesses and purchases of Services. The Customer is expressly allowed to modify, at any time, his/her access credentials to the Platforms.

4. Payment and Receipt Options

JPASS allows the Customer to make payments for the Services, referred to in Article 2 above, through the use of the platform of the enabled *payment service provider* and whose terms and conditions of use of the platform, in addition to the security guarantees for payment transactions, must be reviewed and accepted by the Customer in advance.

The Customer will also be allowed to make payments through his/her *PayPal account*.

For each transaction made, JPASS will send a receipt of payment by e-mail.

5. Claims and Refunds

The Customer who intends to file a claim for problems related to the malfunction of the Platforms must send an e-mail to support@j-pass.com and the appropriate team will consequently evaluate the request and will reply as soon as possible.

In all other cases, and including claims for refunds, the Customer will be required to submit a claim directly to the Partner in accordance with the terms and instructions set out in the Terms of Service.

6. Account Closure. Withdrawal and Termination

At any time the Customer will be allowed to close his/her Account using the appropriate function of the Platforms or by sending an email to privacy@hubparking.com. The Customer will receive an email from JPASS with which he/she will be informed of the remaining days of operation of the Account and, upon expiry of the aforementioned days, he/she will receive a second email confirming the closure of the Account.

Pursuant to the provisions of Art. 52 of the Consumer Code, the Customer has the right to withdraw from the Contract within 14 days of signing it without having to provide any reason and without incurring additional costs. In this circumstance, the Customer will in any case make payments for Services that he/she has already used at the time of the withdrawal request. In order to terminate the Contract, the Customer will use the same procedure as for closing the Account.

Without prejudice to the cases of termination provided for by Italian law, pursuant to Art. 1456 of the Italian Civil Code, FAAC will have the right to terminate this Contract with immediate effect if the Customer uses JPASS (i) for purposes other than the agreed use; (ii) for purposes contrary to the law and/or public security and/or in violation of regulations of the Public Authority; (iii) in violation of the obligations under Art. 2, 3, 8, 10, 11 and 12.

The Contract will also be deemed to be terminated in the absence of legal authorization and/or by request of a Public Authority. In such cases, and unless there are specific prohibitions, JPASS will provide the Customer with the Services purchased before the cause for resolution intervened.

7. Exclusions and Tolerances

Except in cases of willful misconduct or gross negligence, JPASS is not responsible for any damage and/or loss suffered by the Customer in cases where:

- JPASS suspends the execution of the Services for reasons of public safety and/or to comply with an order from a Public Authority;
- the damage and/or loss arises from the Customer's intent or fault;
- the Customer uses the Platforms for purposes contrary to the law and/or in violation of the obligations arising from the Terms and Conditions and/or the Terms of Service;
- a parking area that JPASS identifies as available is not available on the Customer's arrival;
- the damage and/or loss suffered by the Customer derives from unforeseeable circumstances or force majeure (for example, but not limited to strikes, riots, wars, invasions, earthquakes, epidemics, natural disasters). In any case, indirect damages or losses or any lost profits or loss of opportunity are excluded;
- malfunctions of telephone and internet networks;

The Customer accepts the possibility of any malfunctions of the Platforms in the time intervals wherein updates, interruptions or maintenance have been planned by JPASS.

8. Intellectual Property

FAAC is and remains the exclusive owner of all rights, title and interest, whether or not equity-related, concerning JPASS and the Platforms ("**Intellectual Property**"). The Customer, therefore, does not obtain/acquire any rights related to the Intellectual Property other than to use the Intellectual Property for the sole fulfillment of the obligations arising from the Contract.

The Customer agrees not to decompile, disassemble, reverse engineer or duplicate the source code of the JPASS software, nor transfer, license or assign the rights arising from the use of the Platforms.

9. Communications

Except as provided elsewhere in these Terms and Conditions, the Customer may communicate with JPASS by email at info@j-pass.com.

The Customer, if he/she has consented, may receive communications, updates, notifications and other items, at the e-mail address provided at the time of registration. JPASS may also convey information to the Customer via the Platforms.

10. Privacy Policy and Cookie Policy

JPASS guarantees that all data that can be qualified as personal according to and for the effects of the GDPR (EU Regulation 2016/679) will be collected, stored and processed for application, administrative and accounting purposes, in full compliance with the regulations. The data may be transmitted to third party suppliers involved in the operation of JPASS. Further information on how data is processed with JPASS is consistent with the general data processing policy and can be found in the [Privacy Policy](#) and [Cookie Policy](#) also available on the Website. For further information, the Customer can send an email to privacy@hubparking.com or send a registered letter to FAAC S.p.A. Soc. Unipersonale in Via M. Calari 10, 40069 Zola Predosa (BO).

11. Applicable Law and Jurisdiction

The relationships arising from the Contract and all consequent relationships are and will be governed exclusively by Italian law. Any dispute that may arise in relation to the interpretation, execution and validity of this Contract will be referred exclusively to Italian jurisdiction. The exclusive jurisdiction will be that of the residence or chosen domicile of the Customer.

12. Miscellaneous

FAAC has implemented its own organizational model and related Code of Ethics pursuant to the Italian Legislative Decree 231/2001, published on the website www.faac.it.

Pursuant to Article 1419 of the Italian Civil Code, the invalidity, nullity or ineffectiveness of certain provisions of the Terms and Conditions will not affect the nullity of the entire contract.

This Contract does not constitute between the Customer and FAAC any type of partnership, joint venture or collaboration with purposes other than those expressly indicated in the Terms and Conditions.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Customer declares that he/she has specifically examined and approved the following clauses: 1. Preliminary provisions and scope;

2. Access and use of the Services in the “on-street” and “off-street” parking areas; 3. Customer Obligations;

4. Payment and Receipt Options; 5. Claims and refunds; 6. Account Closure. Withdrawal and Termination

7. Exclusions and Tolerances; 8. Intellectual Property; 9. Communications; 10. Privacy Policy and Cookie Policy

11. Applicable Law and Jurisdiction; 12. Miscellaneous.

© 1965 - 2020 FAAC S.p.A. Soc. Unipersonale P.IVA 03820731200 - All rights reserved.