



**GENERAL TERMS AND CONDITIONS OF PARKING IN AREAS A
PAYMENT MANAGED BY PARKING METER**

Interparking Italia Srl

GENERAL TERMS AND CONDITIONS OF CONTRACT PURSUANT TO ARTICLES 1336 AND 1341 OF THE
ITALIAN CIVIL CODE

RELATED TO AREAS SUBJECT TO PAYMENT BY PARKING METER

Effective as of 17 December 2020

- 1- These general terms and conditions of contract govern the contractual relationship of a private nature between the user and the manager of the Interparking Italia Srl parking service with registered office in Isola Nuova del Tronchetto, 14 – 30135 Venezia (VE) – Tax ID and VAT no. 05834061003 – certified email address interparkingitalia@pec.it.
- 2- The object of this contract is exclusively the provision of the parking service by Interparking Italia Srl in the areas managed by the same, by payment of a fee in cash, for the sole purpose of parking the vehicle. By parking the vehicle in the paid areas managed by Interparking Italia Srl the user concludes a parking contract governed by these general terms and conditions of contract prepared as an offer to the public pursuant to Article 1336 of the Italian Civil Code.
- 3- All areas demarcated by blue stalls are subject to the payment of the hourly fee, which must be prepaid at the start of parking. Fees and payment time slots are displayed on each parking meter and on the vertical sign. The following reductions apply in the areas demarcated by blue stalls:

Reductions for vehicles with disabled passes, electric/hybrid cars (press yellow key) - 1 hour free of charge

- 4- In parking areas where the parking of vehicles is subject to the payment of a sum to be made by an automatic ticketing device, the driver is required to put the device into operation. The operation of the parking meter is to issue, at the time of the start of parking, the receipt for the desired period and to display it on the dashboard of the car in a way that is clearly visible and readable through the windscreen. The parking ticket must be collected at the parking meter and displayed clearly visible on the dashboard of the car. It is mandatory for the car park user to display the payment ticket in the vehicle in a visible way so that it is possible to check the correct payment of the parking fee. Failure to display the ticket or display it in such a way as not to allow it to be read is equivalent to non-payment of the parking fee.
- 5- In the case of non-payment of the parking, or of failure to display the ticket on the windscreen of the vehicle, or in the event that parking is extended beyond the period of time corresponding to the payment made – that is, in the case of an expired ticket – a fine for the sum due for the fee evaded due to loss of earnings equal to the amount shown in the following table:

<i>Receipt not displayed</i>	Purple fee zone	€ 18.00
	Red fee zone	€ 18.00
<i>Receipt expired</i>	Purple fee zone	€ 12.00
	Red fee zone	€ 12.00

The fines applied are understood to include reimbursement of the costs incurred in the assessment of fee evasion and are also applied on the basis of Article 17 paragraph 132 of Law 127 of 15.05.1997 (the so-called "Bassanini Bis Law") which stipulates that managers can still exercise all necessary actions to recover fee evasion and non-payments, including the reimbursement of expenses and the fee evaded.

- 6- Payments for parking or any contractual lump sum penalties may not be made directly to the operators present in the ground-level parking areas, which are solely responsible for the control of parking. The payment of the fine as a sum due for the evaded fee can be made in the following ways:
 - a) At the information office of Interparking Italia Srl - Park San Giusto, Trieste in via del Teatro Romano 16 (car park entrance)

b) By bank transfer to the following bank account number:

IBAN: IT 09 U 05728 02205 808570431082

BIC SWIFT: BPVIIT21808 (abroad)

indicating the fine number and the licence plate number of the vehicle in the payment reference.

- 7- The payment of the fine as a sum due for the evaded fee must be made within 10 days of the dispute of non-payment or insufficient payment of the parking fee. If the payment does not take place within 10 days from the date of the dispute, Interparking Italia Srl will activate all the necessary actions to recover the non-payments. The reimbursement of expenses related to the management of debt-collection activities, for a minimum amount of € 25.82, will be charged to the defaulting user.
- 8- In the event of non-payment, Interparking Italia Srl reserves the right to appoint a lawyer who will send a registered letter of formal notice, with a charge of an additional fee of € 50.00 as a contribution to legal expenses.
- 9- In the event of non-payment of the sums referred to in the previous Articles 5, 7 and 8, despite the sending of a letter of formal notice referred to in the previous Article 8, Interparking Italia Srl may take legal action for debt collection and the costs incurred, in accordance with the provisions of the Italian Code of Civil Procedure.
- 10- Without prejudice to the right of defence and remedies, even judicial, provided by the law to protect you, the user, for any clarification, information or complaint, can contact Interparking Italia Srl - Park San Giusto, at the office in Via del Teatro Romano, 16 – 34121 Trieste or by contacting 040-363265. It is also possible to send written communications to the following addresses: Interparking Italia Srl - Park San Giusto, interparkingitalia@pec.it.

PRIVACY POLICY PURSUANT TO ARTICLE 13 LEGISLATIVE DECREE 196/2003 (PRIVACY CODE) AND SUBSEQUENT REG. 2016/679 (GDPR)

Legislative Decree no. 196 of 30 June 2003 ("Personal Data Protection Code") provides for the protection of persons and other subjects with regard to the processing of personal data.

On the basis of the mentioned law, such processing will be based on the principles of correctness, lawfulness, transparency and the protection of your privacy and your rights.

Pursuant to Article 13 of Legislative Decree no. 196/2003 and the subsequent General Data Protection Regulation no. 2016/679 (GDPR), we inform you that the data you provide will be processed for purposes related to the management of ordinary contractual relationships and, precisely, for keeping customer accounts, invoicing, credit management, for the satisfaction of all the obligations provided by the current regulations and for the satisfaction of all the technical and operational requirements closely related to contractual rights provided for in the Parking Regulations/General Terms and Conditions of Contract governing the parking of vehicles and/or motor vehicles in car parks and/or areas subject to payment with parking meters managed and/or administered by us, in our own name and/or in our own name and on behalf of third parties.

Your data may also be processed for any purposes related to the management of the right of credit claimed by the undersigned Company and arising from the violation of the Parking Regulations/General Terms and Conditions of Contract, carrying out all the strictly correlated activities for this purpose.

The duration of the processing is limited to the duration of the contractual relationship and in any case to what is strictly necessary; if special action is required for debt collection, the processing will last for the duration of the relevant dispute.

Please note that any refusal to provide data at the time of collection of the information may make it objectively impossible for the company to observe in part or in full the legal and/or contractual obligations related to the contractual obligations to be established/existing and that therefore the relationship may not be validly established and/or continued.

Processing may be carried out using both computer and manual tools, in compliance with all the necessary precautions to ensure the security and confidentiality of information.

Your data may be communicated to third parties, in particular to the Public Automotive Register (PRA), Automobile Club Italia (ACI), to lawyers, companies and professionals appointed by Interparking Italia Srl exclusively for technical, accounting, administrative and operational activities closely linked to the debt collection and the purposes stated above and may be exported, under current legislation, to countries belonging to the European Union, should the transfer be necessary for the execution of obligations deriving from existing contractual relationships.

In particular, the extended privacy policy pursuant to Article 13 of Legislative Decree no. 196 of 30 June 2003 and the subsequent General Data Protection Regulation no. 2016/679 (GDPR) is reported in the Data Protection Procedure, available in the Car Park, to which reference should be made.

The Data Controller is: Park San Giusto Spa, with registered office in Via del Teatro Romano, 16 - 34121 Trieste - Tax ID and VAT number 01090630326 - certified email address parksangiusto@legalmail.it.

Any changes and/or additions to the Interparking Italia Srl company privacy information will be reported in the above mentioned Document, where you can find all the up-to-date information regarding Interparking Italia Srl.

You may exercise your rights at any time towards the Data Controller, pursuant to Article 7 of Legislative Decree no. 196 of 30 June 2003 and the subsequent General Data Protection Regulation no. 2016/679 (GDPR), which is reported in full below, requesting in writing to supplement, update, correct or modify your data, as well as to exercise all other rights that the law grants you.

For any communications and/or requests regarding privacy by all those who need it, the references are as follows: Interparking Italia Srl, with registered office at Isola Nuova del Tronchetto, 14 – 30135 Venezia (VE) - Tax ID and VAT no. 05834061003 - certified email address interparkingitalia@pec.it. Using the car park managed by the company, the contractor declares to have received this privacy policy pursuant to Article 13 of Legislative Decree no. 196 of 30 June 2003 and the subsequent General Data Protection Regulation no. 2016/679 (GDPR) from Park Interparking Italia Srl, to have read, understood and accepted it, and to have been informed that for any changes and/or updates on the matter reference should be made in the Data Protection Procedure, available in the Car Park.

RIGHTS OF THE DATA SUBJECT

Article 7 Legislative Decree no. 196 of 30/06/2003

Right of access to personal data and other rights:

- 1- The data subject has the right to obtain confirmation of the existence or lack thereof of personal data concerning them, even if not yet recorded, and its communication in an intelligible form.
- 2- The data subject has the right to know:
 - a) the origin of the personal data;
 - b) the purpose and methods of data processing;
 - c) the logic applied in the event of processing carried out with the help of electronic instruments;
 - d) the identifying data of the data controller, managers and designated representative pursuant to Article 5, paragraph 2;
 - e) the subjects or categories of subjects to whom the personal data may be communicated, or who can learn about them in their capacity as appointed representatives of the State, managers or data processors.
- 3- The data subject has the right to obtain:
 - a) the updating, correction or, if s/he has an interest therein, integration of the data;
 - b) erasure, anonymisation or blocking of data that have been processed unlawfully, including data whose retention is unnecessary for the purposes for which they have been collected or subsequently processed.
 - c) certification that the operations under a) and b) have been made known, including with regard to the contents thereof, to those to whom the data have been communicated or distributed, except in the event such compliance proves to be impossible or leads to the use of manifestly disproportionate means in respect of the right defended.
- 4- The data subject has the right to object, entirely or in part:
 - a) to the processing of their personal data for legitimate reasons, even if pertinent to the purpose of collection;
 - b) to the processing of personal details for the purpose of sending advertising materials, for direct sales or for carrying out market research or commercial communications.

WARNINGS

Operators in charge of issuing penalties for a flat-rate collection of the fee evaded for violation of the present general contract conditions act as private subjects and not as "parking assistants". Contractual fines, therefore, do not constitute administrative sanctions and are not subject to the rules provided for by the Highway Code.

It should also be noted that the payment of the above fine does not preclude the ascertainment of possible administrative offences for violation of the Highway Code by the relevant authorities, with the application of the envisaged administrative sanction.