

# Terms and Conditions of Use

Website: [www.online.onecenter.info.it](http://www.online.onecenter.info.it)

Access to the website [www.online.onecenter.info.it](http://www.online.onecenter.info.it) (hereinafter, for convenience only, the "Web Portal" or the "Website"), owned by the Best in Parking Group, including all companies, partners (including commercial partners) and car parks that are part of the Group (hereinafter, for convenience only, "Best in Parking" or the "Owner"), implies the User's full acceptance of these terms and conditions of use of the Website (hereinafter, for convenience only, the "T&Cs"), in full compliance with applicable laws and regulations. If the User does not intend to accept these T&Cs, the User must stop accessing the Website and using the services offered by the Owner.

By accepting these T&Cs, the User acknowledges Best in Parking's right to amend them at any time, with one month's prior notice, by means of a notice published on the Web Portal, in the event of legislative or regulatory changes, organizational, administrative or technical needs, changes to the content offered, modifications or upgrades of the technical solutions used to provide services, or due to technological/IT developments that differ from the contractual services. It is the User's responsibility to review these T&Cs periodically. In the event of additions and/or changes to the economic conditions resulting in variations exceeding EUR 20 (twenty) per transaction, Best in Parking will inform the User by e-mail.

In such cases, the User may refuse the additions/changes as provided under Article 5 below within 30 (thirty) days, by exercising the right of withdrawal. If the User wishes to withdraw from the contractual relationship with Best in Parking, the User must terminate the subscription concluded on the Web Portal. If the right of withdrawal is not exercised within the prescribed time limit, the User will be deemed to have accepted the additions/changes, which will take effect upon expiry of the time limit for communicating withdrawal.

Best in Parking invites the User to read these T&Cs carefully, as they govern the offering of its services. By accessing the Website and the services, the User implicitly declares that they accept the conditions set out below and that they may be periodically amended by Best in Parking.

## 1. Subject Matter

The Web Portal, owned by Best in Parking, allows Users to: (i) obtain information about parking services in garages; (ii) learn the methods for entering into contracts related to the use of parking facilities ("Parking Contracts"); and (iii) enter into contracts for other services related to parking ("Other Services Contracts").

The contracting party in Parking Contracts and Other Services Contracts is never Best in Parking, but rather the company that provides the specific service, such as the garage operator (the "Operator").

## 2. Use of the Web Portal

Use of the Web Portal is free of charge. The User acknowledges that all costs connected with using the Web Portal - such as roaming or connection costs - are and remain exclusively the User's responsibility.

The User acknowledges that Best in Parking reserves the right to modify the content of the Web Portal and/or the related registration methods.

### 3. Entering into Parking Contracts/Other Services Contracts and Payment

#### 3.1. Personal Account

To enter into Parking Contracts/Other Services Contracts, the creation of an account is required and the registration process must be completed by entering up-to-date, complete and accurate information in the dedicated registration form. To create the account, the User must enter their e-mail address and choose a password. After entering the initial data, the User will receive a confirmation e-mail containing a link to complete registration. The link is valid for 48 hours: if it is not clicked within that period, the data provided will be automatically deleted.

By accessing the link, the User can proceed with registration by completing the requested fields, which vary depending on the country of residence. In any case, it is always necessary to provide first name, last name, address and telephone number.

Users resident in Italy must also provide: tax code (codice fiscale), gender, province and city of birth, as well as date of birth (required to verify the tax code).

If the User is an entrepreneur, they must also indicate the place of business and, depending on the country in which it is located, additional information such as VAT number, recipient code, certified e-mail (PEC) and other data needed to allow correct invoicing by the Owner.

The data provided by the User must be truthful. Intentionally false information may result in termination of the concluded contracts without any notice, as well as the permanent blocking of the account. After registration, the User is asked to verify that the registered data are valid and correct. It is the User's responsibility to ensure the accurate recording and, where necessary, updating of correct data and information within the Web Portal system. The Web Portal disclaims any liability related to errors made by the User during registration (regardless of the registration method) and/or during the entry of their data within the Web Portal (for example, entering the license plate number when concluding Parking Contracts/Other Services Contracts).

The User acknowledges that account use is strictly personal and may not be transferred or assigned to third parties; the User may not allow third parties to use their account in any way, even occasionally. The User undertakes to protect their access data from third parties. It is the User's responsibility to ensure the confidentiality of their password and account. The User undertakes to log out each time they finish using the Web Portal to prevent use by unauthorized persons. The User is also responsible for any activity carried out through their account. Best in Parking cannot be held liable for any losses or damages suffered by the User resulting from the use of the User's password or account by third parties, regardless of whether the User is aware of such use. The User undertakes to indemnify and hold Best in Parking harmless from any liability arising from failure to comply with the indicated procedures. However, the User may be held liable for any damages or losses suffered by Best in Parking or third parties resulting from the use of the User's account or password by unauthorized persons.

To minimize damages, the User undertakes to promptly report such irregularities to Best in Parking. The User may view, in the Web Portal's Reserved Area, their invoices, transactions and/or refunds of their reward cards.

#### 3.2. Entering into the Contract

Parking Contracts and Other Services Contracts may be concluded only by Users who have reached the age of majority through the Web Portal. The User will be able to

choose the contract characteristics including: parking facility, contract start date, duration (fixed term/renewal possibility). In addition, the User will be required to provide other mandatory data necessary to finalize the contract. The required data vary depending on the type of contract and may include: first name, last name and date of birth of the natural person who will use the parking space; vehicle make, model and license plate number; Telepass or UNIPOLMOVE device number; BMOVE account data; and other relevant information.

If the User chooses to use the license plate or the Telepass/UNIPOLMOVE system or the BMove account for access but fails to provide the relevant data, the User cannot be recognized by the automatic identification systems. In that case, the User may incur additional costs for using the facilities - costs that will be due regardless of the contract entered into via the Web Portal and cannot be refunded.

By clicking the "buy now" button, the contract relating to the chosen service will be finalized.

In some car parks located in areas subject to a Limited Traffic Zone (ZTL) or managed under agreements with the competent municipalities, data relating to the vehicle's license plate and access events may be communicated to municipal administrations or to publicly owned companies entrusted with managing ZTL access, in order to enable proper management of the parking service and compliance with obligations provided by laws or agreements.

Such communications will take place in compliance with the applicable personal data protection legislation (Regulation (EU) 2016/679 - GDPR) and the agreements in force with the relevant public bodies.

### 3.3. Payment

To make payments, the User must choose a payment method among those available. The User may store the details of the chosen payment method in their personal account, to facilitate future purchases.

The User is solely responsible in case of loss, theft or misuse of their personal access data. To prevent such situations, the User undertakes not to share their Web Portal access credentials with third parties. The User also declares and warrants that they act exclusively in their own name and on their own behalf, and not as a representative or agent of other parties.

It is the User's responsibility to ensure that the registered credit or debit card is valid, active and not blocked, and that payments are correctly executed. If a charge to the card is not possible, Best in Parking reserves the right to request payment directly from the User. The User must also promptly update the details of any new credit or debit card, providing such information at least one (1) month before the expiry of the currently registered card. Best in Parking also reserves the right to immediately deactivate or close the User's account if it is not possible to charge amounts relating to parking stays or subscription costs.

### 3.4. Contracting Parties

Parking Contracts and Other Services Contracts are always concluded directly with the company that provides the specific service (e.g., a garage operator). Therefore, before finalizing a contract, the User must accept the terms and conditions established by the relevant contracting party. The rights and obligations arising from the contract may be enforced exclusively against that contracting party.

The User also undertakes to comply with all provisions and regulations applicable to the concluded contract.

### 3.5. Right to Terminate Parking Contracts and Other Services Contracts

The User and Best in Parking will have the right to terminate the contract concluded via the Web Portal with immediate effect within four (4) weeks of its conclusion, if the performance of the contract proves impossible (e.g., due to a technical error at the time of conclusion on the Web Portal).

In such a case, the User will be required to pay an amount proportionate to the period of actual use of the service.

## 4. Limitation to Personal and Non-Commercial Use

Unless otherwise indicated, the Web Portal is intended exclusively for personal and non-commercial use. The User undertakes not to resell, distribute or make available to third parties the services purchased through the Web Portal. The User is not authorized to modify, duplicate, distribute, transmit, display, perform, reproduce, publish, license, transfer, sell or create derivative material from any information, software, product or service obtained through the Web Portal.

## 5. Account Deactivation; Termination of the Contractual Relationship with Best in Parking

The User may terminate the contractual relationship with Best in Parking at any time by deactivating their account.

Best in Parking reserves the right to terminate the contractual relationship with immediate effect in the following cases: (i) the User's failure or delay in fulfilling payment obligations; (ii) use of the Web Portal in violation of these T&Cs; (iii) reasonable grounds to believe that the User has engaged in technical or administrative practices that may compromise information security; (iv) reasonable suspicion of abuse or misuse of the Web Portal.

In the event of withdrawal or termination of the contractual relationship, for any reason whatsoever, these T&Cs will continue to govern the relationships between the parties until they fully cease.

## 6. Breach of the Terms of Use and Denial of Access to the Web Portal

Best in Parking reserves the right to deny or block access to the Web Portal at its sole discretion and without prior notice in the event of a breach of these T&Cs, or of other contracts or guidelines that may be associated with the use of the Web Portal.

Any breach of these T&Cs constitutes an unlawful act that may cause Best in Parking irreparable harm. The User acknowledges that Best in Parking may take legal action to obtain an injunction or other precautionary and/or interim measures deemed necessary or appropriate in such circumstances. Such remedies are in addition to any other remedies available to Best in Parking under law or in equity.

Best in Parking reserves the right to deny access to the Web Portal at its sole discretion and without prior notice for the following reasons, by way of example and not limitation: (i) upon request by law enforcement or other government agencies; (ii) upon the User's request (account deletion initiated by the User); (iii) suspension or substantial modification of the Web Portal or any service offered on or through it; or (iv) technical difficulties or sudden problems.

Best in Parking cannot be held liable, toward the User or third parties, for consequences arising from the interruption of access to the Web Portal following a breach of these T&Cs.

## 7. Limitation of Liability

All services sold, licensed or provided through the Web Portal are governed by these T&Cs. Given that access is provided free of charge, Best in Parking does not provide any guarantee regarding the continuity, reliability and full functionality of the Web Portal.

Except as expressly required by law, Best in Parking cannot be held liable for incidental, indirect, special, consequential or other similar types of damages, including, by way of example and not limitation, loss of time, savings, data, profits, goodwill or opportunities, nor for expenses or damages of any other nature arising from use of the Web Portal.

If the User is not satisfied with the Web Portal and its contents, the User's sole remedy is to stop using the Web Portal. These limitations of liability form an integral part of the contract between the parties.

These limitations apply to any damage, liability or injury arising from malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, computer viruses, communication line failures, theft, destruction, unauthorized access or alteration of data, regardless of whether caused by breach, negligence, slight fault or any other cause. Where any such exclusion is incompatible with mandatory legal provisions applicable to the type or characteristics of the User, it shall not apply.

Best in Parking reserves the right, at any time and without prior notice, to: (i) modify, suspend or discontinue the functionality of or access to the Web Portal, in whole or in part, for any reason; (ii) update or modify the Web Portal, or parts thereof, the related rules or terms of use; and (iii) temporarily interrupt the service to perform ordinary or extraordinary maintenance, correct errors or make technical changes.

Best in Parking will not be liable: (i) for damages or losses arising from willful misconduct or gross negligence attributable to the User; (ii) for damages and losses suffered by the User due to events not attributable to Best in Parking; or (iii) in cases of supervening impossibility of performance or force majeure.

If Best in Parking is found liable toward the User for any damage arising from or connected with use of the Web Portal, Best in Parking's liability shall in no event exceed the lower of: (i) the total amount paid by the User as a membership fee or for the use of any service or functionality during the six (6) months preceding the date of the initial complaint submitted to BIP Holding; or (ii) EUR 50 (fifty). Some jurisdictions do not allow the above limitations of liability; therefore, such limitations may not apply to the User. In that case, the maximum limitation permitted in that jurisdiction shall apply.

## 9. Indemnity and User Liability

By accepting these T&Cs, the User indemnifies and holds Best in Parking harmless from any claim, demand, action, cost and expense - including legal fees - brought by third parties as a result of or in connection with:

- inaccurate, incomplete or untruthful information provided by the User;
- the User's breach of statements, warranties or obligations under these T&Cs;
- willful or negligent conduct of the User;
- the User's violation of laws, regulations or third-party rights;

- disputes or legal actions arising between the User and third parties.

## 10. Governing Law and Jurisdiction

Any matter relating to access to or use of the Web Portal, including any disputes, shall be governed by Italian law.

If the User qualifies as a consumer, this choice of law does not prejudice the protection rights granted by mandatory provisions of Italian law applicable to consumers.

The User accepts the jurisdiction provided in favor of consumers.

Any claims brought by the User in relation to these T&Cs must be submitted within one (1) month from the occurrence of the event giving rise to the claim, otherwise the claim will be forfeited.

In the event of disputes between BIP Holding and the User arising from or connected with use of the Web Portal, the Parties undertake to cooperate in good faith to reach a quick and amicable solution. If the dispute is not resolved within thirty (30) days, either Party may initiate an attempt at conciliation.

If conciliation is unsuccessful, the Parties may resort to any other remedy or legal action provided by applicable law.

## 11. Privacy

The User's personal data will be processed confidentially and in accordance with Regulation (EU) 2016/679 (GDPR).

To be informed about how Best in Parking processes the data provided by the User at the time of registration on the Web Portal, the User may consult the privacy notice pursuant to Article 13 GDPR on the Web Portal (link indicated on the Website).

Personal data may also be processed on behalf of the Owner by technical, IT or management service providers in charge of maintaining the Web Portal or automated access systems, duly appointed as data processors pursuant to Article 28 GDPR.

Furthermore, in car parks located in areas subject to ZTL or managed under agreements with the competent municipalities, certain data (such as the vehicle license plate and parking/garage access data) may be communicated to municipal administrations or publicly owned companies in charge of managing access, in accordance with the privacy policy and the personal data processing notices available on the Web Portal.

## 12. Final Provisions

It is prohibited to use, export or re-export the contents of the Web Portal, as well as any copy, adaptation, product or service offered on the Web Portal, in violation of applicable laws and regulations, including without limitation the laws and regulations in force.

If one or more provisions of these T&Cs are declared null or unenforceable by a competent court or tribunal, such clauses shall be limited or eliminated to the minimum extent necessary and replaced with valid and compliant provisions. These T&Cs constitute the entire agreement between Best in Parking and the User regarding use of the Web Portal and replace any prior understanding, agreement or communication, whether written or oral, having the same subject matter.

Best in Parking does not accept counterproposals to these T&Cs; any counteroffer is expressly rejected.

Failure by Best in Parking to enforce or assert any provision shall not constitute a waiver of the right to enforce it in the future. Furthermore, the conduct between the Parties or toward third parties shall in no way modify these T&Cs.

These T&Cs do not grant any rights or remedies to third parties.

Since the Web Portal is accessible internationally and may contain references to products, programs or services not available in the User's country or intended exclusively for specific geographic areas or categories of persons, such references do not imply any intention by Best in Parking to make such products, programs or services available in the User's territory. Best in Parking reserves the right, at its sole discretion, to limit the supply or quantity of any functionality, product or service, toward any person or geographic area. Any offer of functionalities, products or services on the Web Portal shall be void where prohibited by law.

Access to the Web Portal from locations outside Italy is at the User's sole initiative, and the User is solely responsible for compliance with any applicable local regulations.