

GENERAL TERMS AND CONDITIONS

Art. 1. Scope and conclusion of the Contract

- a) By selecting the acceptance box when confirming purchase, you, the Customer (service user), enter into a contract (hereinafter "Contract") with Marco Polo Park S.r.l., with head office in Viale Galileo Galilei 30/1, 30173 Venezia Tessera, Tax Code and VAT number 02467730277 (hereinafter "MPP"), email parcheggi@veneziaairport.it phone +39 041 2603052, for the temporary rental of a car/motorcycle parking space inside the car park specifically chosen by the Customer.
- b) These General Conditions of the Contract (hereinafter the "Conditions") regulate the booking, payment and conditions for providing the service of making a parking place available by MPP within the areas managed by MPP, under the temporary renting of a car/motorcycle space (hereinafter the "Service") and the formalities for using the Service.
- c) The provision of the parking areas and the conclusion of the Contract takes place through the websites of MPP (marcopolopark.it – parcheggi.veniceairport.it – parcheggi.veneziaairport.it – parcheggi.trevisoairport.it – speedypark.it – parcheggio-p6.it – parcheggio-e.it – parcheggio-lowcost.it). The specific parking space chosen by the Customer (hereinafter the "Parking Space") will be indicated in the confirmation of the conclusion Contract ("confirmation of the purchased Service").
- d) By confirming the purchase of the Service, the Customer expressly accepts these Conditions, which are governed by the provisions on remote sales in Italy, contained in *Capo I of Titolo III of Parte III of the Codice del Consumo* (Consumer Code) (Legislative Decree No. 206/2005), and by the rules on electronic commerce set out in Legislative Decree No. 70/2003.
- e) To confirm the purchase of the Service, you the Customer, must: select the dates and times when you want to use the parking facility; select your desired Parking space and the price corresponding to the Service; enter your personal data and those of your vehicle, contact details, any information necessary for billing, if required, and any other information indicated as mandatory in the booking form; declare you have read and accepted these Conditions, and that you have received the information referred to in Art. 49 of Legislative Decree No. 206/2005 (Consumer Code) including information on exercising the right of withdrawal, and on the obligation to pay the required sum; confirm that you have read and accept the binding clauses; confirm that you have read the personal data processing notice (GDPR Reg. EU 2016/679); at the same time, pay the required amount by electronic payment.
- f) MPP guarantees, pursuant to Art. 51, paragraph 2 of the Consumers' Code, that, when placing the order for the Service, the Customer expressly acknowledges that the order implies an obligation to pay.
- g) The submission of the order for the Service by the Customer constitutes a contractual agreement to buy the Service, which ends with the confirmation email of the purchased Service by MPP and the successful completion of the payment for the Service.
- h) MPP reserves the right not to accept the Customer's order, by means of a notice that will be sent to the Customer, in the event of: lack of availability of parking spaces in the Parking facility selected by the Customer that occurs after submitting the purchase order and before receiving the confirmation email; unsuccessful payment; previous payment defaults by the Customer towards MPP.
- i) Confirmation of the purchased Service will be sent to the Customer by email and it will contain details of how to use the Service.
- j) MPP may modify these Conditions at any time, it being understood that the Customer's purchase will remain regulated by the Conditions in force at the time the contract was entered into, as defined in Art. 3.
- k) Also Customers who have also registered on the MPP website (by logging in with their user ID and password) will be asked to accept these Conditions at every parking purchase/booking, it being understood that each of the Services purchased will be governed by the Conditions in place when the relative purchase order is submitted.
- l) Customers registered on the MPP website (with a log-in using their user ID and password) will be recognised by the system by entering their access credentials (email and password). Therefore, if you

register again using a different personal email address, you will be treated as a new Customer. If you deactivate the email address you used for registration, and if you want to maintain a log-in on the MPP website, you will have to register again on the MPP website using a different email address.

Art. 2. Service

- a) The Service relates to parking a motor vehicle (e.g. car, motor cycle, hereinafter referred to as "Vehicle"), according to the availability of parking spaces when you, as Customer, confirm the individual car park selected, and at the price indicated when you make your purchase.
- b) When selecting a Car Park during booking, a generic parking space will be assigned to you in that Car Park. You will not, therefore be entitled to a specific reserved parking space for your Vehicle in the Car Park.
- c) You can access the Car Park with the methods indicated in the confirmation email of the Service purchased (e.g. by reading the number plate, barcode/QRcode), on the day and during the times indicated in that same email. Please note that parking outside of these time limits, or on a different date, will entail an additional price being applied with respect to the purchased Service. This surcharge will be calculated according to the current standard price-list of the Parking facility (without applying online discounts) and must be paid by you before leaving the Parking Area with your own Vehicle, at the automatic cash machines or those with MPP personnel.
- d) Purchasing the Service allows Customers access to the Parking facilities even if the "*parcheggio completo*" (car-park full) sign is showing.
- e) Purchasing the Service is an individual transaction, non-transferable or assignable to third parties, under penalty of non-recognition of the conditions and price agreed for the parking space, and is valid only for the date, time, price and parking space indicated in the confirmation of the purchased Service.
- f) When selecting the parking time, the Customer is solely responsible for taking into account the time required to reach the parking area, to park their vehicle, reach the Terminal, and to carry out the necessary checks and formalities prior to the departure procedures (e.g. check-in), in accordance with the provisions of the air carrier and the Airport operator.

Art. 3. Commencement and duration

- a) This Contract commences on the date on which the booking/purchase is finalised (by confirmation and payment) via the MPP website and ends when the Vehicle leaves the Car Park.
- b) To guarantee Customers availability of the booked parking space in the Car Park, thus preventing their space from being occupied by others who access the parking areas without prior reservation/purchase, MPP must reserve your parking space, subtracting it from the commercial availability of the Car Park, 4 hours in advance of the parking start time as indicated by the Customer at the time of reservation/purchase. This is why the parking period is intended as starting from the fourth hour before the time of the expected entrance to the Parking Area, as chosen by the Customer when booking/purchasing through MPP's websites and stated in the confirmation of the purchased Service. Nevertheless, this period (4 hours before the start of the parking period as indicated by the Customer when booking/purchasing) is accounted for when calculating the parking fee.

Art. 4. Fees and payment methods

- a) The fee/price of the Service is indicated to the Customer (in Euros and inclusive of all charges and taxes) both when choosing the Car Park and before finalisation of the purchase order via the above-mentioned website/s.
- b) The purchase procedure for the Service requires the advance payment of the amount indicated on MPP's website, corresponding to MPP's fees applied at the time of purchase through MPP's website, already including any discounts applied.
- c) The payment to MPP of the Service fee shall be made by the electronic payment methods specified on MPP's website.
- d) The Customer acknowledges and accepts that the discounts provided for the car parks vary according to MPP's commercial choices and are subject to availability limits (e.g. they may be based on the average fill level of the car parks, or on the extent of advance booking compared to the parking start date).

- e) The price paid is not refundable, not even if the Service is not used as specified in the following article. Should MPP have made available the "Free Cancel" option (with a non-refundable price supplement) and should the Customer select the same option before finalizing the purchase order, it will be possible to obtain a refund of the amount paid under the conditions and in the manner provided on MPP's website and by following the relevant instructions.
- f) Non-payment or failure to pay, even in part, of the amount due to MPP will result in the immediate cancellation of the reservation and/or parking ticket until full payment has been made.

Art. 5. Partial use

Customers who do not use the Service, in part or in full, for reasons not attributable to MPP, will not have the right to a refund of the amount paid, not even for the part not used.

Art. 6. No obligation of custody. Damages.

- a) The Service under these Conditions does not provide for the storage or custody of the Vehicle and/or the goods contained therein, nor does it provide for the delivery or custody of the Vehicle, nor does it provide for any obligation of surveillance by MPP.
- b) MPP is not responsible for direct and/or indirect damages caused by third parties to the Customer's Vehicle, nor for damages or vandalism, nor for theft, or attempted theft, of the Consumer's Vehicle, its accessories (car radio, wheels, etc.), luggage, valuables and other items left inside the Vehicle.
- c) The Customer shall be solely responsible for any direct and/or indirect damages that may be caused by the Vehicle and/or by the Customer to MPP's and/or the Airport Manager's facilities and/or to the passengers and/or third parties who are found on the Airport grounds. The Customer shall immediately notify MPP of any such occurrence.

Art. 7. Parking ticket

After collecting the parking ticket at the entry column, the ticket must not be left inside the Vehicle. MPP cannot be held liable for any theft/loss of the ticket.

Art. 8. Vehicle registration number

When purchasing the Service, the Customer indicates their Vehicle's registration number (number-plate). The Customer must take the utmost care to keep their Vehicle's registration plates clean at all times so that they can be easily read at the car park's gates; if they are not, the access systems may not read the plates correctly and therefore may not recognise the purchase or reservation made. In this case, the Customer shall not be entitled to a refund of the amount already paid. If the Customer intends to change the number plate registered when purchasing, he/she must follow the instructions given in the confirmation email from MPP regarding the purchased Service.

Art. 9. Withdrawal, cancellation

- a) The Customer, also pursuant to Article 52 of the Consumer Code in the case of a consumer Customer, may withdraw/cancel the purchase of the Service under the following conditions:
 - i) cancellation is free of charge within 14 days of payment for the Service ("Withdrawal Period");
 - ii) after 14 days from the payment of the Service, and in any case up to 4 hours before the time of entering the Parking Area as indicated in the confirmation of the purchased Service (for the reasons stated in Article 3 letter b), on payment of a fee of 20% of the price, paid or to be paid, for the Service;
 - iii) for the reasons referred to in Article 3, letter b) above, in the last 4 hours prior to the time of entering the Car Park, as stated in the confirmation of the purchased Service, the withdrawal/cancellation will be subject to a fee amounting to 100% of the price, paid or payable, for the Service, except as provided in letter f) below of this Article.
- b) If the Customer makes a booking/purchase during the Withdrawal Period (e.g. 10 days before the planned date of entering the Car Park), pursuant to Article 57 of the Consumer Code, the Customer expressly agrees that the provision of the Services will take place during the Withdrawal Period, expressly waiving the right of withdrawal/cancellation free of charge, such withdrawal/cancellation remaining subject to the conditions referred to in letter a) points ii) and iii) above.
- c) The withdrawal shall be made by the Customer through the "Gestisci Prenotazione" (Manage Booking) section of the MPP website.

- d) In the aforementioned cases of withdrawal/cancellation, MPP will reimburse the price for the purchased Service through the same means of payment used by the Customer for the purchase, unless otherwise agreed on between the Customer and MPP, after deducting the fees as per letter a) points ii) and iii) above, within the following 7 working days.
- e) If the Customer has purchased several Services, they must make a separate withdrawal/cancellation request for each Service.
- f) If the Customer also buys, again on MPP's websites at the same time as the Service, also the paid option called "Free Cancel", they will be reimbursed the entire amount paid for the Service (excluding the cost of the "Free Cancel" option) even in the case of withdrawal/cancellation mentioned in the previous letter a) points ii) and iii).

Art. 10. Modification of Service

- a) The modification of a purchased Service (e.g. change of date, time, car park) will receive a full refund of the sum paid, and the subsequent full purchase of a new Service at the rates in force at the time of the new purchase on the MPP website, and according to the availability of parking spaces in the Car Parks at that time. Refunds for changes will be made to the same financial tool (card, bank, etc.) used for payment, within the following 7 working days.
- b) The change of the number plate of the vehicle registered when purchasing the Service must take place before entering the Car Park at the time indicated in the confirmation of the purchased Service, and is free of charge. In this case, it will NOT be necessary to cancel the purchased Service and/or make a new purchase.
- c) The changes referred to in this Article must be made by the Customer in the "Manage Booking" section of the MPP website, or according to the instructions indicated in the confirmation of the purchased Service.

Art. 11. Parking regulations and prohibitions within the parking facility

- a) It is forbidden for the Customer to obstruct the circulation and parking of other vehicles and/or to stop or park their Vehicle outside the indicated parking bays, and to park in more than one parking bay. In such cases, MPP may remove the illegally-parked Vehicle, charging the relevant expenses to the Customer.
- b) It is forbidden to park in the parking bays reserved for the disabled without displaying the special badge pursuant to Presidential Decree 151/2012. An offending Vehicle will be removed at the expense of the Customer.
- c) It is prohibited to stay in the car park for more than 90 continuous days without prior notification and justification to MPP. In such cases and in the cases in which MPP considers, at its own unquestionable judgement, that the User's Vehicle is an obstacle to the transit or to the parking of other vehicles or a danger for the safety of the users or of the infrastructures, MPP can have the irregularly-parked Vehicle removed, charging the relative expenses to the Customer.
- d) MPP also has the right to remove the Customer's Vehicle, placing it in another bay, in cases of necessity for urgent work in the parking areas or for unforeseeable service reasons.
- e) The Customer must drive their Vehicle when inside the car park at a speed which does not create danger, and which in any case never exceeds the signposted limit. In the absence of a signpost, the limit is 10 km/h. Should a violation of this provision be verified, MPP may charge the Customer with a penalty of € 100 (one hundred/00) for each violation verified. The penalty will be debited by MPP on the same payment instrument used for purchasing the service unless otherwise provided for by MPP.
- f) In addition, the Customer shall not:
 - smoke or light fires in the parking facility;
 - obstruct the movement and operation of the services in any way;
 - keep flammable or explosive or otherwise hazardous substances in their Vehicle, except for the fuel contained in its fixed tank;
 - make any fuel transfers when inside the parking facility;
 - leave rubbish, or discharge onto the floor, water, oil or anything else that may soil, dirty or pollute;

- perform any repair work and/or cleaning of their Vehicle within the parking facility;
 - allow a vehicle to enter the parking facility that is leaking liquids (fuel, oils, etc.);
 - leave animals in their parked Vehicle;
 - keep the Vehicle's engine running for longer than is strictly necessary for parking manoeuvres.
- g) The non-compliance with one of the provisions mentioned in the previous letter f) will cause the Customer to be charged a penalty of € 100.00 (one hundred/00), which will be debited by MPP on the same payment instrument used for the purchase of the service, unless otherwise provided by MPP, subject to any compensation for greater damage suffered by MPP or by third parties.
- h) When using a gas-powered Vehicle, the Customer must also comply with the provisions for parking/stopping of LPG/methane vehicles in the car park, as stated in the regulations in force and in the signs displayed.
- i) Only electric/hybrid Vehicle connected to the charging station are allowed to park at the electric car parking spaces.

Art. 12. Change of parking space by MPP

- a) MPP may at any time modify the parking bay chosen by the Customer, depending on the maintenance works of the parking bay, or for extraordinary reasons, or for the requirements of the Airport manager or third parties.
- b) In the cases mentioned above and/or when the functionality of the Parking Area is no longer available or it is closed after the purchase of the Service, the Customer may park in another paid parking area managed by MPP within the same Airport, within the limit of the availability of the parking spaces, at the same conditions of the purchased Service. In order to take advantage of these conditions, the Customer must collect the entry ticket for the replacement car park and, at the end of the stay, go to the staffed cash desk at the multi-storey garage P1 (for Venice Airport), or at the information desk (for Treviso Airport) to have the exit ticket cancelled.
- c) The Customer must be careful not to enter the replacement car park using the entrances used for Italian motorways "Telepass" service, which will cause an additional, non-refundable, charge on the Telepass account of the Vehicle equipped with such service.

Art. 13. Complaints

Any complaints must be immediately reported to the service personnel (multi-storey garage P1 for Venice Airport or the information desk for Treviso Airport) before moving the Vehicle, otherwise all claims will be forfeited. The Customer must then formalize their complaint in writing and send it to the attention of the MPP management.

Art. 14. Information and notifications

The contact details for any notifications or requests for information by the Customer are published in Article 1 of these Conditions, and on the MPP website. In addition, the Customer can go to the staffed cash desks at the P1 car park at Venice Airport, and at the information desk at the terminal of Treviso Airport.

Art. 15. Applicable law and exclusive court of jurisdiction

- a) These Conditions are governed by Italian law.
- b) If the Customer is a consumer, under Article 3 of the Consumer Code, any disputes arising in connection with these Terms shall be referred to the courts of where the consumer resides or has his/her elective domicile, if in Italy. In all other cases, any dispute relating to these Conditions shall be referred to the exclusive jurisdiction of the Court of Venice.

Art. 16. Privacy/Data Protection

Customers' personal data will be processed by MPP, as Data Controller, in compliance with EU Reg. 2016/679 and the relevant legislation, as per the privacy statement available at www.marcopolopark.it/privacy.

Art. 17. Use of the Telepass lanes

If you have already bought the Service, when you arrive and access the Car Park, you MUST NOT use the lanes where payment is also possible by TELEPASS (yellow signs), otherwise you will be charged for parking also by your Telepass device. If you mistakenly enter the Telepass lane at the entrance to the parking area, before leaving the parking area with your Vehicle, you must go to the cash desk at the multi-storey garage P1 (Venice Airport) or to the information desk (Treviso Airport) to have the transaction cancelled. You must take your Telepass device with you, and a copy of the confirmation that you have the Service you purchased. Otherwise, it will not be possible to make subsequent refunds of excess payments.



RESTRICTIVE CLAUSES

Pursuant to and for the purposes of Articles 33 and 34 of Legislative Decree 206/2005 and Articles 1341, paragraph 2, and 1342 of the Italian Civil Code, the following restrictive clauses contained in the General Terms and Conditions of Contract are specifically approved: **Art. 1. Scope and conclusion of the Contract; Art. 3. Commencement and duration; Art. 4. Fees and payment methods; Art. 5. Partial use; Art. 6. No obligation of custody. Damages; Art. 9. Withdrawal, cancellation; Art. 10. Modification of Service; Art. 11. Parking regulations and prohibitions within the parking facility; Art. 12. Change of parking space by MPP; Art. 13. Complaints; Art. 15. Applicable law and exclusive court of jurisdiction; Art. 17. Use of the Telepass lanes.**