

PORT MOBILITY PARKING
General Terms and Conditions of Contract

1. Subject Matter

1.1 These general terms and conditions of contract (the "General Terms and Conditions") govern the sale of the parking service, as defined below (the "Service"), by Port Mobility S.p.A., with registered office in Civitavecchia (RM), Località Prato del Turco, 00053, Tax Code and VAT number 08280881007, REA no. RM-1085868, certified e-mail (PEC) portmobility@pec.portmobility.it, acting through its managing director and legal representative pro tempore ("Port Mobility"), concluded remotely via the website <https://civitavecchia.portmobility.it/it> (the "Website").

1.2 Before submitting a purchase order (the "Order"), the Customer is required to carefully read these General Terms and Conditions and the Regulations (as defined below), as the submission of the Order implies full awareness and express acceptance of both. Upon request, a copy of the General Terms and Conditions and of the Regulations may be sent to the Customer via e-mail. These General Terms and Conditions, together with the Regulations and the booking confirmation, constitute the entire agreement between Port Mobility and the Customer regarding the Service.

2. Service – Nature of the Relationship – Exclusion of Custody

2.1 Port Mobility offers a parking service by means of the lease of an unmonitored area, specifically the provision of stalls for the parking of cars or other vehicles within the maritime public domain concession areas located inside the Port of Civitavecchia (the "Parking Areas"). The relationship is qualified by the parties as an area lease pursuant to Articles 1571 et seq. of the Italian Civil Code, with the exclusion of any obligation of custody, safekeeping, or surveillance of the vehicle and anything contained therein; the use of the stalls does not in any way imply delivery or receipt of the vehicle in custody pursuant to Articles 1766 et seq. of the Italian Civil Code, nor the handover of keys or entrustment of the vehicle to Port Mobility personnel.

2.2 The Customer acknowledges and accepts that: (a) the potential presence of video surveillance systems, personnel, barriers, or license plate recognition devices serves exclusively tariff, access management, and port security purposes mandated by current legislation and by provisions of the Port System Authority and the Maritime Authority, and does not constitute the assumption of custody or surveillance obligations; (b) the choice of the stall is free among available ones—excluding specially marked stalls, including those reserved for persons with reduced mobility—without any right to obtain a specific stall.

2.3 In consistency with the nature of the relationship, any liability of Port Mobility for direct or indirect damage caused by third parties to the vehicle, as well as for damage, vandalism, fires, and/or thefts, consummated or attempted, of the vehicle, its accessories, luggage, or other objects left on board, and for damage resulting from weather events, natural disasters, or force majeure, is excluded, except in cases of willful misconduct (dolo) or gross negligence (colpa grave) by Port Mobility pursuant to Article 1229 of the Italian Civil Code. Furthermore, any liability—even by way of recourse or subrogation of the Customer's insurer—is excluded within the same limits.

2.4 The Parking Areas are located within the port perimeter: access and stay are subject to port security regulations (Legislative Decree no. 203/2007 and subsequent amendments), ordinances of the Central-Northern Tyrrhenian Sea Port System Authority and the Maritime Authority, as well as the controls provided therein. Any denial, suspension, or limitation of access ordered by the competent authorities does not constitute a breach by Port Mobility.

2.5 The Customer is required to book and purchase the Service on the Website. Port Mobility will notify the Customer of the successful booking; the relevant code, together with the vehicle's license plate number, will be necessary for access to the Parking Areas under the conditions indicated in the "Unmonitored Area Lease Regulations" (the "Regulations"), published on the Website and displayed near the entrance to the Parking Areas. The Customer is required to keep the vehicle license plate clean and legible: should the access systems fail to read the license plate correctly, or should the data entered during the Order phase be incorrect, the failure to recognize the booking is not attributable to Port Mobility and does not entitle the Customer to any refund.

2.6 The purchase of the Service is personal and non-transferable or assignable to third parties, under penalty of non-recognition of the booking, and is valid for the vehicle and period specified in the booking. The applicable rates are available on the Website. Port Mobility is free to apply at any time, by giving notice on the Website, discounts and promotions subject to availability limits, without this granting the Customer any right to renegotiation or refund, even partial, of Orders already submitted.

2.7 The booking guarantees the availability of a stall even if, upon entry, the Parking Areas are indicated as full. Port Mobility may at any time direct the Customer to a parking area other than the one possibly indicated, within the port perimeter and under non-deteriorating conditions, for maintenance, safety, operational requirements, or as ordered by competent authorities, without this constituting a breach or entitling the Customer to refunds.

2.8 If the stay in the Parking Areas extends beyond the booked period, the Customer shall pay, at the pay station located at the entrance and before exiting the parking area, the amount owed for the exceeding period according to the ordinary current rates, without the application of discounts or promotions. The foregoing applies regardless of the cause of the parking extension, including delays of the vessel or the Customer's journey, unless the extension is caused by ascertained negligence on the part of Port Mobility.

2.9 Within the Parking Areas, the Customer is required to comply with the traffic, parking, and conduct rules established by the Regulations. In case of irregular parking (by way of example: occupation of multiple stalls, reserved stalls, or areas not intended for parking, obstruction of traffic), Port Mobility may proceed with the removal or relocation of the vehicle, charging the Customer for the relative expenses, in addition to the amounts possibly provided for by the Regulations, and without prejudice to compensation for greater damages. The Customer is liable for damages caused by the vehicle or by themselves to structures, systems, third parties, and third-party vehicles.

3. Conclusion of the Contract

3.1 The essential characteristics of the Service and the relative price are indicated during the booking phase prior to payment (or prior to booking in case of non-online payment at the parking area). The Customer is exclusively responsible for the truthfulness and correctness of the data entered upon submitting the Order.

3.2 To submit the Order, the Customer must: (a) select the Service, indicating the name of the shipping company they are traveling with and the period of use; (b) enter the data necessary for invoicing or receipt, if requested; (c)

if a consumer pursuant to Article 3 of Legislative Decree no. 206/2005 (the "Consumer Code"), declare to have received the information referred to in Article 49 of the Consumer Code; (d) acknowledge that, pursuant to Article 59, paragraph 1, letter n), of the Consumer Code, the right of withdrawal does not apply and, subordinately, provide express consent and request as per the subsequent Article 6.2; (e) accept these General Terms and Conditions, the Regulations, and read the privacy policy; (f) specifically approve, by separate selection, the clauses indicated at the bottom of these General Terms and Conditions; (g) select the payment method and proceed with the purchase, expressly recognizing, pursuant to Article 51, paragraph 2, of the Consumer Code, that the submission of the Order implies the obligation to pay.

3.3 Before submitting the Order, the Customer can modify or correct the entered data. Once payment is made, the Order is automatically submitted to Port Mobility and constitutes a binding contractual proposal for the Customer. The contract is deemed concluded upon receipt by the Customer of the Order acceptance e-mail sent by Port Mobility and is effective from that moment until the vehicle exits the Parking Areas. With the acceptance e-mail, the Customer confirms once again knowledge of these General Terms and Conditions, the Regulations, the privacy policy, and the booking, with the summary of the main characteristics of the Service and the total price inclusive of taxes.

3.4 The execution of the Service begins, as regards the reservation of the stall, from the moment the contract is concluded: from that exact moment, the stall is removed from Port Mobility's commercial availability for the entire booked period, and is completed with the expiry of the booked parking period or, if earlier, with the exit of the vehicle from the Parking Areas.

3.5 Port Mobility reserves the right not to accept the Order, giving notice to the Customer at the indicated e-mail address, in the event of: (a) failed payment; (b) prior breaches by the Customer towards Port Mobility. In such cases, nothing shall be owed by the Customer, and any amounts already charged shall be refunded.

4. Consideration – Payment Methods

4.1 Rates and any other eventual costs of the Service are indicated on the Website prior to submitting the Order. The consideration owed is specifically indicated in the booking confirmation e-mail, in Euros and inclusive of all applicable taxes.

4.2 Save as expressly provided for in the subsequent Article 6, the consideration paid is non-refundable, even in the event of failure to use or partial use of the Service for reasons not attributable to Port Mobility, as it remunerates the making available and blocking, from the moment of contract conclusion, of a limited-capacity stall for the period indicated by the Customer.

4.3 Payment is made via major payment card circuits, through a third-party payment service provider compliant with applicable regulations (PSD2, PCI-DSS). At no time during the purchase procedure does Port Mobility know or process the Customer's payment card data, which are entered directly on the payment service provider's systems. Port Mobility cannot therefore be held responsible for any fraudulent or improper use of payment cards by third parties.

5. Modification of Booking – On-Site Payment

5.1 The Customer may communicate the vehicle license plate number free of charge up to 24:00 on the day prior to entering the Parking Areas.

5.2 The Customer may request, via e-mail and/or certified e-mail (PEC), only once and up to 48 (forty-eight) hours before 00:00 on the start date of the booked parking, the rescheduling of the parking period within 12 (twelve) months following the original date, subject to stall availability. Should the rate applicable to the new period be higher, the Customer must pay the difference; should it be lower, the difference is neither refundable nor otherwise usable. Rescheduling is not permitted beyond the aforementioned deadline nor in case of no-show.

5.3 On the Website, it is also possible to book the stall by filling out all fields required by the booking screen, and make payment on-site according to current rates; in such cases, the perfection of the contract and the application of these General Terms and Conditions and Regulations occur at the time of access to the Parking Areas.

6. Exclusion of the Right of Withdrawal – Cancellations – Refunds

6.1 The Service consists of making available a parking stall for a specific execution date or period indicated by the Customer in the Order, with the simultaneous blocking of limited, non-reallocable capacity. Pursuant to Article 59, paragraph 1, letter n), of the Consumer Code, the right of withdrawal referred to in Articles 52 et seq. of the Consumer Code does not apply to this contract, and Port Mobility is therefore not required to make any refund of the price paid for the booking of the stall.

6.2 In any event, should the right of withdrawal be deemed applicable, the Customer, by submitting an Order with the start of the Service prior to the expiry of the fourteen-day period from contract conclusion: (a) expressly requests, pursuant to Articles 57 and 59, paragraph 1, letter a), of the Consumer Code, that the execution of the Service—which begins with the reservation of the stall pursuant to Article 3.4—commence during said period; (b) acknowledges that upon complete performance of the Service, they will lose the right of withdrawal.

6.3 Cancellation of the booking communicated by the Customer at least 48 (forty-eight) hours before 00:00 on the start date of the parking does not entitle the Customer to any cash refund. However, the Customer shall have the right to request a voucher of an amount equal to the consideration paid, valid for 12 (twelve) months from the date of issue. The voucher is non-refundable, non-convertible into cash, and non-transferable to third parties.

6.4 Cancellation communicated after the deadline referred to in Article 6.3, the Customer's failure to appear (no-show), access to the Parking Areas on a date subsequent to the booked one, and the exit of the vehicle before the expiry of the booked period do not entitle the Customer to any refund, even partial, nor to vouchers, compensations, or credits of any kind, the consideration remaining entirely acquired by Port Mobility as remuneration for the blocking of the stall pursuant to Articles 3.4 and 6.1.

6.5 Cancellation, delay, modification of the itinerary or schedule of the vessel, as well as any other event relating to the Customer's journey (including force majeure events affecting the journey but not the usability of the Parking Areas), constitute events outside Port Mobility's sphere of control, do not affect the possibility of using the Service, and therefore do not entitle the Customer to any refund. In such cases, only the rescheduling options referred to in Article 5.2 and, where conditions are met, cancellation with issuance of the voucher referred to in Article 6.3 remain unaffected.

6.6 Exclusively if the Service cannot be provided in any way due to causes directly attributable to Port Mobility, or due to orders from competent authorities fully inhibiting access to the Parking Areas for the entire booked period without the possibility of reallocation to another area pursuant to Article 2.7, the Customer shall be entitled, as the sole and exclusive remedy, to the refund of the consideration paid, excluding any further amount as damages,

whether indirect or consequential (by way of example: missed departure, loss of cruise or trip, alternative transport or parking expenses), except in cases of willful misconduct or gross negligence by Port Mobility.

6.7 Refunds eventually owed pursuant to this article are executed within 14 (fourteen) days on the same payment instrument used for the initial transaction, which the Customer undertakes to keep valid for the entire duration of the contract.

6.8 The Customer undertakes, before initiating any chargeback dispute procedure with the payment instrument issuer, to submit a complaint to Port Mobility at the contact details referred to in Article 9, which will provide a response within 15 (fifteen) days. Port Mobility reserves all actions for the recovery of amounts subject to undue chargebacks, plus related costs.

[6.9 – Optional, if the commercial option is activated: Should the Customer purchase, simultaneously with the Service and with the price supplement indicated on the Website, the "Flex Rate" option, by way of derogation from Articles 6.3 and 6.4, they shall be entitled to a full refund of the consideration paid for the Service (excluding the supplement) in case of cancellation communicated up to 24 (twenty-four) hours before 00:00 on the start date of the parking.]

7. Limitation of Liability – Damage Reporting

7.1 Without prejudice to what is provided for in Articles 2 and 6, Port Mobility's overall liability for any claim whatsoever connected to the contract shall in no case exceed the amount of the consideration paid by the Customer for the booking to which the claim refers, excluding any indirect or consequential damages. This limitation does not apply in cases of willful misconduct or gross negligence by Port Mobility nor in other cases where it is mandatorily excluded by law.

7.2 Any damage to the vehicle that the Customer intends to attribute to the stay in the Parking Areas, as well as any system malfunctions (by way of example: entry and exit barriers, pay stations), must be reported to Port Mobility—to any personnel present or at the contact details referred to in Article 9—before the vehicle exits the Parking Areas, in order to allow immediate contradictory verification of the state of the places and the vehicle; failing this, the Customer forfeits any related claim, as it is no longer possible, after the vehicle exits, to trace eventual damage back to the stay in the Parking Areas.

8. Processing of Personal Data

Pursuant to Regulation (EU) 2016/679 ("GDPR"), Port Mobility S.p.A., acting as Data Controller, provides the data subject with the information notice pursuant to Art. 13 of the GDPR regarding the processing of personal data collected (including license plate data and video surveillance images eventually processed for tariff and security purposes). The Parking Information Notice is published in the "Privacy Policy" section of the Website.

9. General Provisions – Complaints – Force Majeure

9.1 These General Terms and Conditions are governed by the provisions on distance contracts set out in Chapter I of Title III of Part III of the Consumer Code and by the rules on e-commerce set out in Legislative Decree no. 70/2003. They may be modified by Port Mobility at any time; the updated version will be available on the Website in the section "General Terms and Conditions of Contract". In any case, each Order is governed by the version of the General Terms and Conditions transmitted with the relative acceptance e-mail.

9.2 For any need or complaint connected to the purchase of the Service, the Customer may contact Port Mobility at the e-mail address indicated on the booking website. Notwithstanding Article 7.2, no complaint may be taken into consideration 3 (three) months after the exit of the vehicle from the Parking Areas or, if earlier, from the scheduled end date of the parking, as Port Mobility will have proceeded, within such term, to delete the data relating to the parking in compliance with its privacy policy.

9.3 Port Mobility is not responsible for breaches or delays due to fortuitous events or force majeure, including, by way of example, measures by Authorities, strikes, exceptional weather events, interruptions of essential services or port traffic.

9.4 The nullity or ineffectiveness, even partial, of one or more clauses of these General Terms and Conditions shall not entail the nullity or ineffectiveness of the remaining clauses or the remaining parts of the partially null clause, which shall continue to apply to the maximum extent permitted by law.

10. Applicable Law and Competent Forum

10.1 These General Terms and Conditions are governed by Italian law. For anything not expressly provided for, reference is made to the rules of Book IV of the Civil Code and, where applicable, to Articles 1571 et seq. of the Civil Code.

10.2 Pursuant to Article 66-bis of the Consumer Code, for civil disputes with consumer Customers, the mandatory venue shall be the court of the place of residence or domicile of the consumer, if located within the territory of the Italian State. In all other cases, the Court of Civitavecchia shall have exclusive jurisdiction.

10.3 Pursuant to Regulation (EU) No. 524/2013 and Article 141-sexies of the Consumer Code, consumer Customers may resort to alternative dispute resolution (ADR/ODR) procedures.

Specific Approval of Clauses

Pursuant to and for the purposes of Articles 33 and 34 of the Consumer Code, the Customer, by separate and specific selection during the purchase phase, declares to expressly approve the following clauses: Article 2 (Service – Nature of the Relationship – Exclusion of Custody); Article 3 (Conclusion of the Contract), with particular regard to Articles 3.4 and 3.5; Article 4 (Consideration – Payment Methods); Article 5 (Modification of Booking – On-Site Payment); Article 6 (Exclusion of the Right of Withdrawal – Cancellations – Refunds); Article 7 (Limitation of Liability – Damage Reporting); Article 9 (General Provisions – Complaints – Force Majeure); Article 10 (Applicable Law and Competent Forum).

Port Mobility S.p.A.