

TERMS AND CONDITIONS OF USE OF THE SERVICE

“ROADWORKS AND BLOCKED-TRAFFIC REFUND”

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1. Subject Matter of the Service

1.1 These Terms and Conditions of Use (“*Terms and Conditions*”) govern the service named “Roadworks and Blocked-Traffic Refund” (in Italian, “Rimborso Cantieri e traffico bloccato”) (hereinafter also the “Service”), offered by Autostrada Pedemontana Lombarda S.p.A. (hereinafter also “APL”), with registered office at Via Benigno Crespi, 17, 20159 Milan, through a dedicated section of the website www.pedemontana.com, also accessible via the “Pedemontana Lombarda” App, which can be downloaded free of charge from the AppStore (Apple iOS) and Google Play (Android), as well as at the APL Punto Verde (the on-site customer service point), at the Mozzate (CO) junction on the A36.



1.2 The Service allows users to request a refund of tolls in specific cases of restrictions on the use of the motorway infrastructure held under concession by APL (A36, A59 and A60) – for delays caused by the installation of roadworks or situations of blocked traffic – for transits made on or after 1 June 2026, in compliance with and consistent with the measures laid down by the Transport Regulation Authority (hereinafter also “ART”) in Resolution no. 211/2025 (hereinafter also the “Resolution”). A detailed description of the Service is provided in the following articles of these Terms and Conditions of Use.

2. Access to the Service

2.1 To use the Service, you must first register in the dedicated “Roadworks and Blocked-Traffic Refund” section of the website www.pedemontana.com, also accessible via the “Pedemontana Lombarda” App, as indicated in Article 3, as well as at the APL Punto Verde.

2.2 Use of the Service is permitted exclusively to registered users (natural or legal persons) who have accepted these Terms and Conditions of Use of the Service and have read the data processing notice provided pursuant to Regulation (EU) 2016/679 (“GDPR”).

3. Registration, requirements and obligations of the user

3.1 To register and use the Service you must be of legal age.

3.2 To access the Service you must first register through the website www.pedemontana.com also accessible via the “Pedemontana Lombarda” App, as well as at the APL Punto Verde. You will be asked for your personal details (first name and surname), your e-mail, and an alphanumeric access code (“password”). The credentials created with the e-mail address and the *password* will be essential for accessing the Service. You must keep and use these credentials as indicated in Articles 10 and 11 below.

If you are already registered for one of APL’s web/App payment services, you may use the credentials already in your possession.

You will also be asked for certain specific data, in addition to those indicated above, which differ depending on the type of user (natural person, natural person with a VAT number, or company) to which you belong.

3.3 In particular, if you are a natural-person user, you will be asked, during the registration phase, to provide:

- a) Personal details (first name and surname);
- b) Tax code;



- c) Mobile telephone number;
 - d) bank account details for receiving your refunds (IBAN), in the name of the applicant natural person, and the country of the bank account.
- 3.4 If you are a Company/VAT-number user, you will be asked, during the registration phase, to provide:
- a) your personal details (first name and surname of the contact person)
 - b) Tax code and/or VAT number;
 - c) Company name;
 - d) Mobile telephone number;
 - e) Bank account details for receiving your refunds (IBAN), in the name of the applicant Company/VAT-number holder, and the country of the bank account.

In the case of a Company-type user, the terms “you”, “your”, etc. used in these Terms and Conditions of Use are to be understood – where applicable and unless otherwise indicated – as referring both to the registered Company and to you as the representative authorised by it.

- 3.5 In order to verify your identity, during registration or subsequently, you will be asked to upload a legible photo/copy of your valid identity document. The processing of the Data contained in your identity document will be carried out by APL and, where necessary, also through other third-party companies.

- 3.6** Not all the data indicated above are mandatory for registration to the Service, and some of them may also be requested after registration. We invite you to check which of the aforementioned data are indicated as mandatory and which, instead, as optional, it being understood that failure to provide the data marked as mandatory prevents registration to the Service. Failure to provide the data marked as optional does not prevent registration but may make the Service unusable (unless you provide the data subsequently) or in any case make its use less immediate and *user friendly*.

- 3.7 By registering, you declare and warrant that all the personal data and information provided by you during the registration process relate to you and/or to the Company you represent, are truthful, accurate, complete and up to date, and you undertake to keep them so at all times and to promptly notify APL of any change or variation thereof, updating your account through the dedicated section of your *dashboard* or by giving notice through Customer Care, failing which the services cannot be provided. If you register as a Company user, you also declare and warrant that you are a representative authorised by the Company to carry out its registration.

- 3.8 Without prejudice to the above, you authorise APL to verify the accuracy of your other personal data and/or information provided by you as well, and you undertake to cooperate with APL during such verifications.



3.9 Once registered, you will be solely responsible for the possession and use of the access credentials assigned to you. Therefore, all activities carried out using your credentials will be attributable exclusively to you. You therefore acknowledge, as of now, APL's right to produce, as evidence of the activities carried out by you, items obtained from the systems and procedures used by APL to govern access to the Service.

3.10 Without prejudice to the foregoing, if you become aware of any unauthorised use of your credentials and/or other breaches of their confidentiality, you undertake, as of now, to promptly inform APL of such unauthorised use and/or breach, reporting any abuse to our Customer Care.

4. How the Service operates

4.1 The purpose of the Service is to offer you the possibility of requesting, in certain specific cases, a refund of the toll where there are restrictions on the use of the motorway infrastructure held under concession by APL. By using the Service, you may request that APL refund you a percentage of the toll where the following restrictions on the use of the infrastructure occur, in compliance with ART Resolution no. 211/2025:

- The user is entitled to a partial or full refund of the toll, as provided for by Measure 8-bis, point 1 of the Resolution, upon the occurrence of restrictions on the use of the infrastructure due to the installation of roadworks, where the motorway route taken includes at least one elementary section affected by the presence of one or more non-emergency roadworks.

The toll refund is determined according to the impact of the restrictions attributable to the presence of non-emergency roadworks on each elementary section affected by the user's journey, taking into account both the specific configuration characteristics of the roadworks and the estimated time deviation, calculated as the difference, for each elementary section, between the actual average travel time and the travel time at the reference speed for the vehicle type (light/heavy), as expressly governed by the aforementioned measure and the related Annex 1 to the Resolution.

- In the case of events disrupting normal traffic flow that give rise to situations of blocked traffic, the user is nonetheless entitled, pursuant to the provisions of Measure 8-bis, point 8 of the Resolution, to a refund of the toll relating to the portion of the network within the remit of the concession holder that manages the elementary section or sections affected by the event, equal to at least:
 - i. 50% where the blocked traffic lasts between 60 and 119 minutes;
 - ii. 75% where the blocked traffic lasts between 120 and 179 minutes;



iii. 100% where the blocked traffic lasts 180 minutes or more.

4.2 The user is not entitled to a partial or full refund of the toll, as provided for by Measure 8-bis, point 1 of the Resolution, upon the occurrence of restrictions on the use of the infrastructure due to the installation of emergency roadworks, that is, roadworks installed following accidents, extraordinary and unforeseeable weather or hydrogeological events, rescue activities and related restoration works.

4.3 As provided for by Measure 8-ter, point 5(d) of the Resolution, the mobile roadworks referred to in Article 39 of the Implementing Regulation of the new Highway Code are excluded, until 31 December 2027, from the refund calculation under Measure 8-bis.1.

4.4 To obtain a refund of the toll paid, you must follow the refund request procedure and meet the requirements set out in Articles 3 and 5.

4.5 The Service differs depending on the method used to pay the toll.

5. How to request a refund

5.1 Process for recurring toll refunds for transits paid via electronic toll collection

After registration, or subsequently, you will be asked to provide the data relating to your electronic toll device(s) and to upload the latest invoice. The named holder of that invoice must match the first name and surname or business name/company name entered by you during registration.

In order to verify that you are in fact the holder of the electronic toll devices indicated at the time of registration or subsequently, you will be asked to upload a legible photo/copy of the latest invoice issued for each electronic toll device. Updating the data relating to the electronic toll devices is your responsibility: you can update them by accessing the dedicated section of your *dashboard*. Should you encounter any difficulty in registering the electronic toll device, you can receive assistance from Customer Care or at the APL Punto Verde.

Your transits through the gantries on the APL motorway network will be automatically detected by APL.



APL will automatically check for which transits you are entitled to a refund, as well as the amount thereof. You will therefore be able to view the refund amount in the dedicated section of your *dashboard*.

In the dedicated section of your *dashboard* you will be able to view all the refunds attributed to you by APL, which will be paid to you once the minimum amount of €1 is reached, by bank transfer to the bank account you indicated during registration.

5.2 Process for recurring toll refunds for transits paid by cash, credit/payment cards, the Ricaricabile Pedemontana service (the Pedemontana rechargeable toll card) or the Conto Targa service (the licence-plate-based toll account)

After registration, or subsequently, you will be asked to provide the data relating to the vehicle(s) (number plate and nationality) owned and/or used and a photo/copy of the documents showing the ownership title or the basis on which the vehicle was assigned to you, where you are not the registered keeper (e.g. vehicle registration document, contract with the leasing/rental company, vehicle assignment letter from the company of which you are an employee, handover report from the leasing company to the company of which you are an employee).

We remind you that the data of the vehicle's registered keeper must match the Tax Code/VAT number, the number plate and the vehicle type entered by you or shown in the documents uploaded by you during registration or subsequently. Should you encounter any difficulty in registering the vehicle's number plate, you can receive assistance from Customer Care or at the APL Punto Verde.

We remind you that you must provide the data relating to your vehicle(s) and the documents showing that the vehicle(s) are registered or assigned to you. If you are not the registered keeper of the vehicle, the following documents may be requested of you: (i) where the vehicle is assigned to you by the company of which you are an employee, the company letter assigning the vehicle from the company that is the registered keeper and, in the case of company leasing, the vehicle handover report from the leasing company that is the registered keeper to the company of which you are an employee; (ii) where the vehicle assigned to you is under leasing/rental, depending on whether you are a natural-person user with a tax code or VAT number or a company user, the leasing/rental contract concluded with the leasing/rental company that is the registered keeper or the handover report from the leasing/rental company that is the registered keeper. The data of the vehicle's registered keeper must match the Tax Code/VAT number, the number plate and



the vehicle type entered by you or shown in the documents uploaded by you during registration to the Service or subsequently.

Updating the vehicle data is your responsibility and is an essential precondition for the proper use of the Service. Where the vehicle is no longer registered or assigned to you, updating the relevant data is a legal obligation, breach of which gives rise to your liability towards APL and the actual registered keeper or assignee of the vehicle. To this end, APL may periodically ask you to confirm your status as registered keeper or assignee of the vehicle by e-mail, *pop-up* or similar interaction systems, also reserving the right to verify the truthfulness of your declarations. In the event of a false declaration, you will be liable towards APL, which may immediately deactivate the Service and obtain compensation for any damage suffered.

Your transits through the gantries on the APL motorway network will be automatically detected by APL by reading your number plate.

APL will automatically check for which transits you are entitled to a refund, as well as the amount thereof. You will therefore be able to view the refund amount in the dedicated section of your *dashboard*.

In the dedicated section of your *dashboard* you will be able to view all the refunds attributed to you by APL, which will be paid to you once the minimum amount of €1 is reached, by bank transfer to the bank account you indicated during registration.

5.3 Process for occasional toll refunds by submitting the payment receipt/invoice

After registration, or subsequently, you will be asked to provide certain data relating to the payment receipt.

You must attach a legible photo/copy of the toll payment receipt/invoice and upload it. Only after you have uploaded the photo/copy of the payment receipt/invoice will your refund request be examined by APL. It is understood that (i) you must upload the photo/copy of each payment receipt/invoice for which you wish to check whether you are entitled to a refund; and (ii) any refund can be obtained only once for each payment receipt/invoice. Furthermore, since APL is not able to verify, from the data shown on the payment receipt, who actually paid the toll, we invite you to upload the photo/copy of your payment receipt as soon as possible and to keep it safe, so as to prevent anyone else from taking possession of it.



6. Verification of requirements and quantification of any refund by APL

- 6.1 APL will check whether you are entitled to obtain a refund of the toll you paid and will calculate any amount thereof.
- 6.2 The refund will be calculated on the amount actually paid by way of toll, net of any discount applied as part of promotional initiatives carried out directly by APL or of an institutional nature.
- 6.3 The refund will be accrued only at the end of the process responsible for calculating any discount on the toll.
- 6.4 Following APL's approval of a refund request submitted by you, you will be able to view the amount attributed in the dedicated section of your *dashboard*.
- 6.5 For more information on the requirements and eligibility criteria for refunds and on the refund calculation methods adopted by APL, please consult the Resolution.

7. Payment of the refund

- 7.1 In the dedicated section of your *dashboard* you will be able to view all the refunds attributed to you by APL, which will be paid to you once the minimum amount of €1 is reached.
- 7.2 Refunds below the threshold of €0.10 will not be accrued or paid, as provided for by the Resolution.
- 7.3 The refund will be made to you by bank transfer to the bank account (IBAN) you indicated during registration.
- 7.4 The refund will be made to you on a monthly basis, approximately within 30 days of the end of the monthly accrual period, only once the minimum amount of €1 is reached.
- 7.5 Any changes to the accrual timescales and to the forms of refund payment will be communicated promptly through notifications on the registration page and/or e-mail or similar interaction systems.

8. Requirements to request a refund

The Service is aimed at natural or legal persons who request it, subject to registration to the Service and acceptance of these Terms and Conditions of Use.

To be able to use the Service you must be:

- i. the holder of an automatic payment service through an electronic toll device (of any service provider), with invoice payments up to date;



- ii. in possession of a receipt/payment invoice for a motorway toll paid using cash and/or payment cards and/or any other payment method (e.g. electronic toll collection, Conto Targa, Ricaricabile Pedemontana);
- iii. the registered keeper or assignee of a vehicle and have paid the motorway toll using cash and/or payment cards and/or any other payment method other than electronic toll collection (e.g. Conto Targa, Ricaricabile Pedemontana).

To allow APL to verify that you are in fact:

- iv. the holder of an electronic payment service through an electronic toll device, you will be asked at the time of registration to upload the latest invoice issued in your name by the service provider of your electronic toll device. We remind you that the named holder of the invoice must match the first name and surname or company name/business name entered by you during registration. Updating the data relating to electronic toll devices is your responsibility: you can update them by accessing the dedicated section of your *dashboard*;
- v. in possession of a receipt/payment invoice for a motorway toll, you must upload the payment receipt/invoice. Only after you have uploaded the payment receipt/invoice will your refund request be examined by APL. It is understood that (i) you must upload the payment receipt/invoice for which you wish to check whether you are entitled to a refund; and (ii) any refund can be requested only once for each payment receipt/invoice (we remind you that, since the payment receipt does not show the payer's details, any refund will be granted to the first user who requests it);
- vi. the registered keeper or assignee of the vehicle whose number plate has been registered to the Service, you will be asked to upload the following documents: (i) where the vehicle is assigned to you by the company of which you are an employee, the company letter assigning the vehicle from the company that is the registered keeper and, in the case of company leasing, the vehicle handover report from the leasing company that is the registered keeper to the company of which you are an employee; (ii) where the vehicle assigned to you is under leasing/rental, depending on whether you are a natural-person user with a tax code or VAT number or a company user, the leasing/rental contract concluded with the leasing/rental company that is the registered keeper or the handover report from the leasing/rental company that is the registered keeper. We remind you that the data of the vehicle's registered keeper must match the Tax Code/VAT number, the number plate and the vehicle type entered by you or shown in the documents uploaded by you during registration to the Service or subsequently. To this end, APL may transmit to the vehicle registration authority (Motorizzazione Civile) your Tax Code/VAT number, vehicle type and



number plate in order to verify the conformity of the data indicated by you. We remind you that updating the vehicle data is your responsibility and is an essential precondition for the proper use of the refund service. Where the vehicle is no longer registered or assigned to you, updating the relevant data is a legal obligation, breach of which gives rise to your liability towards APL and the actual registered keeper or assignee of the vehicle. To this end, APL may periodically ask you to confirm your status as registered keeper or assignee of the vehicle by e-mail, *pop-up* or similar interaction systems. In the event of a false declaration, you will be liable towards APL, which may immediately deactivate the Service and obtain compensation for any damage suffered.

APL will consider only refund requests:

- vii. for transits made on or after 1 June 2026, that took place along the motorway infrastructure managed by APL (A36, A59 and A60);
- viii. for transits in respect of which the obligation to pay the relevant toll has been duly fulfilled;
- ix. formalised within 12 months of the date of transit, for transits made on or after 1 June 2026.

Where your request falls within the validity period, the refundability of the toll will be assessed by APL according to the criteria set out above.

9. Amendments to the Terms and Conditions of Use

9.1 APL may occasionally make amendments to the Terms and Conditions of Use of the Service for justified reasons, such as adding further services, improving existing functions or features or adding new functions or features to the current services and to any services that may be offered in the future, implementing advances in science and technology, making reasonable technical adjustments to the services and ensuring their operability or security, or for legal or regulatory reasons.

9.2 In the event of amendments to the Terms and Conditions of Use, APL will inform you in advance thereof as appropriate in the circumstances: for example, by showing you a communication in a visible position in your personal account, or by asking for your consent within the service requested by you, or by sending you an e-mail or an sms. Continuing to use the “Roadworks and Blocked-Traffic Refund” service and the services after the Terms and Conditions of Use have been amended constitutes acceptance thereof. We therefore ask you to read any such



communications carefully. It is understood that, should you not wish to continue using the Service under the new version of the Terms and Conditions of Use, you may delete your account at any time by accessing the dedicated section of your *dashboard*. Deletion of the account will automatically result in the impossibility of continuing to use the account itself for the use of the services offered therein. As regards the consequences for refunds in the event of a request to delete your data, please refer to Article 11.

10. Rules of conduct

You undertake to use the Service and its other functions for lawful purposes and in accordance with these Terms and Conditions of Use. In particular, you agree:

- i. to provide APL, at the time of your registration or subsequently, whenever requested, exclusively with personal data and/or information relating to you and/or the Company you represent that are truthful, accurate, complete, up to date and correct;
- ii. to keep your personal data and/or information relating to you or the Company you represent and to the vehicle of which you are the registered keeper or assignee up to date, complete, accurate and truthful at all times, and to promptly notify APL of any change thereof through the dedicated section of the *dashboard* of your account;
- iii. to register as a Company-type user only if you are a representative authorised by it to carry out its registration;
- iv. to keep your access credentials secret;
- v. that APL holds you responsible for all activities carried out using your credentials;
- vi. not to request refunds through the services for payment receipts/invoices that you have not paid, or by authorising the reading of the number plate of vehicles of which you are not the registered keeper or assignee, or that are in any case not due to you;
- vii. not to misuse, that is, to use improperly or in any way contrary to these Terms and Conditions of Use and/or the law (including the Highway Code), the services, including those that may be offered in the future, in order to derive undue enrichment or advantage therefrom;
- viii. not to use the Service offered and its other functions to carry out acts that could damage the image or reputation of APL or cause any other damage or loss to APL;
- ix. not to carry out activities that are not permitted under the Terms and Conditions of Use in force from time to time.



11. Limitations of liability

- 11.1 APL makes every effort to ensure that the data and information in the sections relating to the Service are accurate and do not contain false, incorrect or out-of-date information. However, APL cannot be held liable for the accuracy, truthfulness or completeness of (i) the personal data and/or other information provided by you at the time of registration to the Service or subsequently; and (ii) the personal data and/or information that may be provided to it by third parties, without prejudice to its liability for wilful misconduct and gross negligence, and in the cases provided for by law.
- 11.2 Likewise, APL is not liable for damage arising from the inaccessibility of the Service and/or the services offered caused by or arising from (i) errors, omissions, interruption of the Service, deletion of content or problems relating to the network managed by third parties, including mobile telephony and internet service providers and providers of electronic devices used by you to access the Service; (ii) unauthorised use of your credentials for accessing the Service by third parties with whom you have shared such credentials, including any unauthorised changes to your personal data and/or access credentials; (iii) faults in the electronic devices used by you to access the services offered therein; (iv) unauthorised data processing due to your use of data of which you are not the holder, for example the number plate of a vehicle of which you are not the registered keeper or assignee and the transits detected by reading that number plate; (v) your use and/or use of the services offered that is contrary to these Terms and Conditions of Use or the law, including the Highway Code, without prejudice to its liability for wilful misconduct and gross negligence, and in the cases provided for by law.
- 11.3 No provision of these Terms and Conditions of Use will have the effect of limiting APL's liability in the event of total or partial non-performance, or improper performance, of the obligations that are essential for the provision of the current services and of any further services that may be offered in the future, unless they arise from causes of force majeure or fortuitous event or from any other cause that is not reasonably foreseeable or that is beyond APL's reasonable control.
- 11.4 Without prejudice to the above, should you experience malfunctions or be dissatisfied with the manner in which the Service is provided, you may cease using the Service at any time and/or access the dedicated section of the *dashboard* of your personal account in order to delete that account. It is understood that, in the event of deletion of your account by accessing the dedicated section of your *dashboard* or of sending an express request to delete your data to APL's DPO, the refund of the toll(s) requested through the



services prior to the data deletion request can no longer be paid to you, owing to the fact that, as described in Article 3 above, APL needs to have certain minimum user data in order to credit the refund itself. Therefore, if you request the deletion of your data from APL's DPO, you agree to waive any refunds already requested through the Service and not yet paid by APL, as well as all other services that may be available. Without prejudice to the foregoing, we also remind you that the deletion of your data will result in the deletion of your account and the impossibility of using the Service any further.

12. Indemnity

You agree, as of now, to indemnify and hold APL harmless from and in relation to any damage, loss and expense of any kind (including reasonable legal fees and costs) arising from or relating to (i) your breach of the Terms and Conditions of Use in force from time to time; (ii) your improper use of the Service and/or the services offered therein; (iii) your use of data of which you are not the holder, such as the number plate of a vehicle of which you are not the registered keeper or assignee and the transits detected by reading that number plate; (iv) your breach of the law, including the Highway Code, or of the rights of third parties.

13. Privacy notice

We invite you to consult APL's [Privacy Notice](#) in which you can find all the information on the processing of your personal data for registration and subscription to the Service, provided by APL as "Data Controller", pursuant to Articles 13 and 14 of Regulation (EU) 2016/679 ("GDPR").

14. Applicable law and competent court

These Terms and Conditions of Use of the Service are subject to Italian law. Any dispute, controversy or claim arising out of, or relating to, these Terms and Conditions of Use, or their breach, termination or validity, shall be referred to the competent court in accordance with the general rules laid down on the matter by the Italian Code of Civil Procedure, except where you use the Service and/or the services offered therein as a "consumer", as defined in Article 18, point (a) of the Italian Consumer Code (Codice del Consumo), that is, for purposes outside the scope of your commercial, industrial, craft or professional activity. In the latter case, jurisdiction shall be referred to the Courts of the place where you have your residence or domicile.

15. Contacts and Assistance



For any questions about the Service offered, you may contact APL's Customer Care, visit the specific section of the website www.pedemontana.com or visit the APL Punto Verde.