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ONLINE CONTRACT 2021

With this private contract drawn up in duplicate,

between

**Zetema Progetto Cultura s.r.l.** with main office in Rome, Via A. Benigni, 59 postal code 00156, Tel. 06.82077.1, Fax 06.82077105, tax code and V.A.T. registration no. 05625051007, in the person of Mr. Remo Tagliacozzo, in his capacity as C.E.O., hereinafter referred to as the **“Manager”**

and

The Company (corporate name) .....

Located at ..... postal code .....

City..... Province.....

Country.....

Tel. .... Fax .....

E-mail .....

Tax code and V.A.T. registration no. ....

Recipient code .....

In the person of ..... in his/her office as ....., hereinafter the **“Distributor”**

**The following is hereby executed and agreed**

**Art. 1 – Purpose of the agreement**

The purpose of the agreement is the participation by the “Distributor” in the performance of the activity of distributing, promoting, and selling to the public the Roma Pass 48hours and Roma Pass 72hours cards, for whose management Zetema Progetto Cultura s.r.l. is responsible, in accordance with the procedures hereunder defined

**Roma Pass 48hours card**

**Roma Pass 48hours** is an integrated museums/public transportation ticket, valid for 48 hours after first use. Roma Pass 48hours comes in a sealed and numbered kit, including:

- **Roma Pass 48hours:** card to access museums, archaeological sites, experiences and urban public transportation system;
- **Roma Map:** a map featuring all the Tourist Infopoints, Metro stations, museums/sites and other sites of interest.
- **link to the dedicated website [www.romapass.it](http://www.romapass.it)** to consult the list of all museums, archaeological sites, attractions and tourist services that recognize discounts to Roma Pass holders;
- **Free use** of the toilets at the P.STOP points (<https://www.pstop.it>) for Card holders.

The card is currently available in the version: **Roma Pass 48hours at € 32.00 (thirty-two/00).**

**Roma Pass 72hours card**

**Roma Pass 72hours** is an integrated museums/public transportation ticket, valid for 72hours from the first use. Roma Pass 72hours comes in a sealed and numbered kit, including:

- **Roma Pass 72hours:** card to access museums, archaeological sites, experiences and urban public transportation system;
- **Roma Map:** a map featuring all the Tourist Infopoints, Metro stations, museums/sites and other sites of interest.
- **link to the dedicated website [www.romapass.it](http://www.romapass.it)** to consult the list of all museums, archaeological sites, attractions and tourist services that recognize discounts to Roma Pass holders;
- **Free use** of the toilets at the P.STOP points (<https://www.pstop.it>) for Card holders.

The card is currently available in the version: **Roma Pass 72hours at € 52.00 (fifty-two/00).**



Zetema Progetto Cultura s.r.l. a socio unico  
soggetta alla direzione e coordinamento di Roma Capitale  
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tel. +39 06 82077.1 - fax +39 06 82077105  
www.zetema.it

P.IVA - C.F. - Registro Imprese di Roma  
n. 05625051007  
Capitale Sociale i.v. euro 2.822.250  
R.E.A. di Roma n.911475  
Codice Univoco M5UXCR1



Both tourist cards may be subject to price changes during the year due to increases in the price of the included services and/or modalities of use of them. In such cases, these shall be notified in writing to the Distributor and shall be effective from the date specified by the Manager.

The Distributor, on its own behalf and on behalf of the distribution network to which it is connected, agrees not to sell to the public the products, under the present agreement, at a price different from the one shown on the card packaging. If the Distributor intends to change the sale price, it shall in any case show the price printed on the packaging and indicate any other fee separately.

### **Registration procedure**

At the moment of execution of the aforementioned agreement, Zetema shall see to enabling the Distributor to purchase the cards. Towards this end, the Distributor shall receive an e-mail containing the assigned username and password, as well as the procedure to be followed for changing password afterward, with respect for the privacy in accordance with GDPR. These shall be used to access the area reserved for tour operators on the [www.romapass.it](http://www.romapass.it) website.

Once access is made, the Distributor may place the order. For each order, the Distributor may purchase up to a maximum of 50 Roma Pass 72hours and 50 Roma Pass 48hours cards.

### **Art. 2 – Procedure for purchasing and paying for the cards**

The online procedure for purchasing Roma Pass 48hours and Roma Pass 72hours cards shall comprise the following steps:

1. **Selecting the cards:** the Distributor shall select the type and number of cards it wishes to purchase; the displayed price is net of the payment for the distribution service indicated below.
2. **Purchase summary:** the Distributor will be able to verify that the data entered in the previous display are correct.
3. **Pick-up procedure:** the Distributor shall select the date scheduled for pick-up by the end Customer and the chosen location for picking up the cards. The pick-up date shall be at least one day after the purchase date, and may not exceed the limit of validity of the Roma Pass, currently established, for the year as:
  - **31<sup>st</sup> December 2021** for both Roma Pass 72hours and Roma Pass 48hours.
4. **Entering personal data:** the Distributor shall enter the personal data **of the end Customer**; these data are necessary for picking up the cards. The data shall correspond to the person picking up the cards. At the time of delivery, an identity document shall be required. The e-mail address to be entered is that of the end Customer: the confirmation e-mail will not show the purchase price reserved for the Distributor, but only the data regarding the pick-up of the purchased cards.
5. **Regulation:** the Distributor shall select acceptance of the purchase Regulations, to be paid attention to, after which it may continue with the purchase.
6. **Confirmation:** the Distributor shall verify that all the reported data are exact, and shall click on the “Make Payment” button to be switched over to the Bankpass Web safe server.
7. **Payment:** the Distributor shall select the type of credit card with which to make payment; in the subsequent display, it shall enter the card number and expiration date, then clicking on the “Confirm” button to complete the purchase.
8. Any **requests for an invoice** shall be e-mailed to [prenotazioni@romapass.it](mailto:prenotazioni@romapass.it), stating company name and VAT registration number, and the order number specifying the date and number of cards purchased
9. **With regard to the invoice request**, please note that it should be sent within the month of competence. The Invoice will be processed and issued by our Administrative Offices by the end of the following month.  
Therefore, please do not send any late and /or cumulative requests, relating to months prior to the one for which you are referring to, as in this case we can't guarantee the issuance within the time indicated above.
10. **Pick-up code:** at the end of the payment procedure, the pick-up code shall appear, which the end Customer shall provide to the personnel at the pick-up point, along with his or her own identification document, in order to take possession of the purchased cards. A confirmation e-mail shall be sent to the Distributor and to the end Customer.

### **Payments for the distribution service**

The cards shall be made available to the Distributor by obtaining the withdrawal code or order number, after having made the advance prepayment thereof by **credit card**, on the Roma Pass website. As compensation for the promotion and distribution service, the Distributor shall be entitled to a **€ 2.20 (two/20 euros)** discount for each card Roma Pass 48hours purchased and to a **€ 2.00 (two/00 euros)** discount for each card Roma Pass 72hours purchased. Payment shall be made, as described above, when placing the order. Therefore, the purchase price guaranteed for the Distributor shall be:

- Roma Pass 48hours: **€ 29.80 (twenty-nine/80 euros)** instead of **€ 32.00 (thirty-two/00 euros)**
- Roma Pass 72hours: **€ 50.00 (fifty/00 euros)** instead of **€ 52.00 (fifty-two/00 euros)**

**Financial reporting for the profits resulting from distribution shall be exclusive responsibility of the Distributor.** The purchase price of the Cards has to be intended as VAT exempted pursuant to art. 2 of the Decree of the President of the Republic no. 633/72 and subsequent modifications and supplements; the invoice shall thus be issued by Zetema in “outside the VAT field” mode.

### **Art. 3 Collection of the cards and information for the end Customer**

The Distributor shall inform the End Customer of the following:

The End Customer, for the collection of the Roma Pass purchased online, shall go, on the day indicated at the time of purchase, to the chosen pick-up point (or other among the Tourist Info Points enabled). The Customer shall communicate the pick-up code, or the

order number appearing in the UNICREDIT e-mail, to the staff on duty at the pick-up point, showing an acknowledgement document and signing a delivery receipt.

**Please note:** The collection date indicated at the time of the online purchase and the collection point are indicative information and can be changed without having to perform other operations on the Roma Pass site and without sending further communications to info@romapass.it.

Should, indeed, the person collecting the Roma Pass 72hours and/or the Roma Pass 48hours be different from the person indicated at the time of the online purchase, the Distributor shall e-mail [info@romapass.it](mailto:info@romapass.it), at least 3 days prior to the scheduled collection date, to indicate the name of the new person assigned to this purpose, who shall show his or her own identity document at the time of pick-up, as it is a personal card.

The card is nominative and must be activated validating it at the first use both in museums and in public transport and that at the time of use the visitor may be required to show his identity document.

**No refund is allowed for cards purchased and not withdrawn.** Roma Passes purchased online will be available at any of the Tourist Infopoints (regardless of the Tourist Infopoint indicated on the online form) for a maximum **period of 6 months**, from the collection date indicated). After that date, should the collection not take place, the purchase shall be considered cancelled, unless notified by the Distributor or the end Customer, to info@romapass.it, with the request for the possibility of extending the deadline for collection.

**No refund is allowed for mistakes in the purchase or for failure**, total or partial, to use the cards for problems not attributable to Zètema, as well as, in case of damage, theft or loss of the card

In the event of a malfunction of the card, the user shall go to a Tourist InfoPoint (listed on the Roma Pass website) for a technical inspection and, if necessary, a replacement of the card.

Zètema Progetto Cultura s.r.l declines all liability with regard to any problems of access by Customers to the Roma Pass circuit's websites due to natural events, technical failures, and malfunction of the access management software, and regarding the Distributor's failure to make known any free offers and/or reductions for age and/or nationality and/or professional categories.

The Distributor is therefore required to consult the Roma Pass website at <https://www.romapass.it/files/doc/NormativeENG202002.pdf>, where this information is available.

#### **Art. 4 – Privacy disclosure**

Zètema Progetto Cultura s.r.l shall guarantee the processing of the data furnished by the Distributor in compliance with the current legislation on personal data protection. The acquired data are used exclusively by Zètema Progetto Cultura s.r.l for the purposes closely connected herewith, with regard to the activities related to the distribution and presale of the tourism card. The data controller is Zètema Progetto Cultura s.r.l. The data shall be kept in the hardcopy and computer archive, and shall not be subject to communication or disclosure to third parties. In compliance with the current legislation, the Distributor may at any time exercise its right to be informed of, update, and erase its data and to object to the use thereof, if not in accordance with the law.

#### **Art. 5 – Duration**

This agreement shall be in force from its execution until 31<sup>st</sup> December 2021, without prejudice to Zètema's right to extend it, upon notification to be sent to the Contracting party prior to the expiration of the agreed-upon deadline. During the validity hereof, upon notification made to the Contracting party, Zètema may vary the operating method of sale of the products indicated in art. 1 – Purpose. If, at the end of the contractual relationship, the Contractor has not placed on the market all the purchased codes, due to extraordinary events, Zètema may evaluate together with the Contractor any possible solutions, provided that the Contractor gives timely written notice within 30 days of the expiry of the Contract

#### **Art. 6 – Final provisions**

In case of non-compliance with the provisions of articles 1 and 3 here above, Zètema may, at its undisputed discretion, apply a penalty equal to double the nominal value of all the sold cards – from the date of execution hereof and until the time of discovery of the breach – without prejudice to the right to claim compensation for damages and to terminate the contract.

Either Party is entitled to withdraw here from, at any time during its execution, should it choose to no longer render the services that are the object hereof, upon written notification to be received by the other party with 30 days' advance notice. Termination is declared without advance notice or placement in arrears, by registered letter with return receipt and without prejudice to the power of both parties to bring suit for any damages.

At ....., on .....

For Zètema Progetto Cultura s.r.l.  
Seal and signature

For the Distributor  
Seal and signature