

EUROPCAR ON DEMAND

CAR SHARING MEMBERSHIP AND RENTAL TERMS AND CONDITIONS

Last updated June 2024

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1. Introduction

The "Europcar On Demand" Car Sharing services in Italy are provided by Guidami S.r.l., a company subject to the management and coordination of Ubeeqo International S.A.S.U., with registered office in Rome, Piazzale dell'Industria 40/46 – 00144.

Car-Sharing services provided by Guidami S.r.l. can be accessed through the website ondemand.europcar.com or through the Europcar On Demand app - owned by Europcar On Demand International SAS - through which it is possible to use a self-service booking service of Europcar On Demand-branded vehicle car-sharing for all locations, both in Italy and abroad, where such services are available.

The car-sharing service offered by Europcar On Demand is available for personal use by customers and/or professional use by companies.

Vehicles in Italy will be rented directly from Guidami S.r.l., whether acting as the owner of the Vehicle or holding the Vehicle in force of other title.

Guidami S.r.l. offers vehicle rental service exclusively on the Italian territory.

2. Definitions

In these Membership and Rental Terms and Conditions (hereinafter “**Terms and Conditions**”), the following terms shall have the meanings specified below:

Accessories	All items (some of which are optional) that can be supplied with the Vehicle, including but not limited to GPS, radio, badge reader, spare steering wheel, Europcar On Demand car share, and, if necessary, charging cable (for electric vehicles only).
User / Account Administrator	Means the person authorized by the Client to manage the User's Account.
Assistance	Europcar On Demand's partner company that provides customer support services in case of failure or car accident.
Badge	Badge compatible with Europcar On Demand Car Sharing technology that allows access to the Vehicle at the beginning of the Rental. This can be your company's access badge, a badge

used for public transportation, or a unique access badge issued when booking through customer service.

Europcar On Demand Car Sharing	The Europcar On Demand-branded car sharing service, provided in Italy or abroad by the subsidiaries of Europcar On Demand International SAS and, in particular, in Italy by Guidami S.r.l., is subject to the following Terms and Conditions.
Car Sharing Box Europcar On Demand	If available, the terminal located in the glove compartment of the Vehicle that allows you to end the Rental by returning the key in the Europcar On Demand Car Sharing Box.
Customer or Client or you	The Customer of the Europcar On Demand Car Sharing Service, natural or legal person, registered to the Europcar On Demand Car Sharing Service for personal or professional use for such service. The Customer, legal person, guarantees compliance with these Terms and Conditions by all registered authorized drivers (employees, collaborators, other), guaranteeing, to the extent necessary, even for the fact of the third party.
Authorized Driver	The individual, driving a Vehicle rented in his/her name, through his/her account and under his/her responsibility and authorized by both Europcar On Demand and the Customer.
Terms and Conditions	The present Europcar On Demand carsharing membership and rental terms and conditions.
General Terms of Use	Europcar On Demand's general terms and conditions of use can be found on the homepage of the Europcar On Demand website or at this link .
Date of Enrollment	The start date of the Enrollment period.
Vehicle Documents	All documents in the Vehicle: the Vehicle's registration card or its copy, the insurance certificate or its copy, the claim form, the fuel card, the instruction manual, the Europcar On Demand Car Sharing service user manual, the last known state of use card, and any map in the Vehicle for entering or leaving the parking area.
Major Force	Events beyond the reasonable control of the Parties (including unforeseeable events, war, riots, fires, floods, hurricanes,

typhoons, lightning, explosions, strikes, lockouts) that prevent any Party from fulfilling its obligations.

Limitation of liability or Excess	The maximum amount of Your liability, to Europcar On Demand for any damage to the Vehicle itself that has occurred during the Rental of the Vehicle, in application of the Terms and Conditions and subject to compliance with them and applicable regulations (traffic laws, local regulations, etc.) by the Authorized Driver. For more information see the Europcar On Demand Price List pro tempore in force and available here .
Customer Interface	The web platform made available to the Customer, subject to the terms and conditions of the Contract, which allows the creation, modification and deletion of a User.
User Interface	The internet platform and mobile app made available to the User, subject to the terms and conditions of the Agreement, for the purpose of enabling the User to book the Car Sharing Service or manage their profile.
Departure Parking	The area reserved for parking the Vehicle at the beginning of the lease.
Return Parking	The area reserved for parking the Vehicle at the end of the Rental, if different from the departure parking lot.
Parties	This is jointly understood to mean Europcar On Demand, the Customer, the User, and the Authorized Driver.
Affiliated Companies	All subsidiaries directly or indirectly related to Ubeeqo International S.A.S.U., a simplified joint-stock company incorporated under French law, whose registered office is located at 12 rue Danjou, near Boulogne Billancourt, 92100 and registered with the Nanterre Commercial Registry under number 491,048,575.
Europcar On Demand App/WebApp	Web sites ondemand.europcar.com , and if necessary, the Europcar On Demand mobile application owned by Europcar On Demand International SAS.

Europcar On Demand Italy	Guidami S.r.l., a company under the management and coordination of Europcar On Demand International SAS, with registered office in Rome, Piazzale dell'Industria 40/46 - 00144, Tel. 02-89731989, e-mail: support.it@ondemand.europcar.com , a company that distributes Europcar On Demand Car Sharing in Italy.
Username	This means (i) in relation to the Customer, the Customer's username which together with its access password, allows access to the Customer Interface and (ii) in relation to the individual User the User's username which together with its access password, allows access to the User Interface.
Vehicle(s)	The Vehicle provided for rental by Guidami S.r.l., the details of which are given at the time of booking.
User	means an employee of the Client or any other person authorized by the Client to benefit from the Services and with access to the User Interface.

3. Subject - Scope

These Terms and Conditions apply to all Customers/Authorized Drivers/Europcar On Demand Car Sharing Service Users who wish to rent a Vehicle in Italy through Guidami S.r.l..

These Terms and Conditions apply in addition to the general terms and conditions of use of the Europcar On Demand App/Web App, which can be found [here](#). In the event of contradiction, these Terms and Conditions shall prevail.

These Terms and Conditions can be accessed in the "Offer" section of the Europcar On Demand/Web App and in the confirmation email. You are encouraged to read them, print them and keep a copy for your future needs.

By enrolling in the Europcar On Demand Car Sharing service, the Customer/Authorized Driver/User acknowledges and accepts without reservation these Terms and Conditions.

It is understood that in the case of legal entity Clients, this Agreement governs exclusively the relationship between Europcar On Demand and the Client for B2B rentals in favor of its employees (Users). Should the individual employee have an interest in using Europcar On

Demand services for personal purposes, it will be necessary to proceed with a new registration and the creation of a separate, personal account profile.

In addition, the B2B Client guarantees, also promising the fact of the third party, the formal acceptance of the Terms and Conditions and the General Terms of Use as well as any other contractual document also by each of the Users.

4. Enrollment

4.1. Conditions for Enrollment

The **natural person Customer** who intends to sign up for the Europcar On Demand Car Sharing Service must:

- (i) Open an account on the Europcar On Demand App/Web App in accordance with the provisions of the General Terms of Use;
- (ii) Successfully complete the procedure in Article 4.2;
- (iii) Provide all documents requested by Europcar On Demand Italy, namely: copies of the Customer's and any Authorized Driver's identity document and driver's license and/or any other documents requested at the time of enrollment;
- (iv) Provide details of a valid Visa or MasterCard debit or credit card registered in the Client's name.
- (v) Be in good standing with all payments that may be due to Europcar On Demand Italia including under any previous contract.

The **Legal Entity Customer** who intends to register for the Europcar On Demand Car Sharing Service, in order for their employee to use Europcar On Demand Car Sharing for work purposes, must:

- (i) Open a company account on the Europcar On Demand App/Web App and a sub-account for each employee/collaborator intended to use Europcar On Demand Car Sharing as an Authorized User/Driver, in accordance with the General Terms of Use;
- (ii) Obtain from each Authorized User/Driver acceptance of these Terms and Conditions and the General Terms and Conditions of Use;

- (iii) Provide all documents requested by Europcar On Demand Italy in relation to the Customer and Authorized Drivers/Users, including a copy of the latter's driver's license and passport/ID card and any other documents requested at any time by Europcar On Demand Italy;
- (iv) Provide details of a debit or credit card accepted by Europcar On Demand Italy and issued in the Customer's name.
- (v) You must also be current on all payments due to Europcar On Demand Italy under any previous contract.

In the case of a Legal Entity Client, with the addition on its Membership of one or more Authorized Drivers/Users (to the extent possibly permitted by Europcar On Demand Italia), the Customer shall be liable to pay all sums for any reason due to Europcar On Demand Italia as a result of the use of Europcar On Demand Car Sharing by the Authorized Drivers/Users.

4.2. Europcar On Demand Car Sharing Registration and Rental Procedure

4.2.1. Identification

To proceed with Europcar On Demand Car Sharing Registration and Rental, you need to log in to the Europcar On Demand App/Web App using your credentials used when registering your Europcar On Demand account (e-mail address and password).

Before allowing vehicles to be driven for the first time, in addition to the documentation indicated in Article 4.1, we will need to verify the validity of the same and the correctness of the Client's/authorized driver's residential address.

This will be done through an electronic control system provided by the Italian Ministry of Transportation.

Depending on the results of the control, we may need to receive additional documentation substantiating the data provided, on paper (such as a utility bill or bank account statement showing your residential address), dating back no more than 3 months prior to the date for which you are requesting to rent the Vehicle.

4.2.2. Enrollment Confirmation E-mail

Once you have completed the request and entered the payment method, Europcar On Demand Italy will give proof of acceptance of the request by an email confirming your Enrollment in the Europcar On Demand Car Sharing service.

Europcar On Demand Italy reserves the right to refuse the request for Enrollment in the Europcar On Demand Car Sharing service in case of inaccurate data or information, lack of a valid means of payment, or, in case of violation of any of the user's obligations under these Terms and Conditions or the general terms of use and, more generally, to refuse any request for Enrollment that Europcar On Demand Italy considers unusual or dishonest.

The e-mail confirming Enrollment in the Europcar On Demand Car Sharing service and these Terms and Conditions constitute the Enrollment Agreement entered into between the Customer and Europcar On Demand Italia.

Therefore, the Customer is encouraged to verify that he/she has received the confirmation e-mail of Enrollment in the Europcar On Demand Car Sharing service and to contact customer service in case of difficulty or technical failure (see Article 16 below).

4.3. Right of withdrawal

The customer has the option to cancel or modify their registration for Europcar On Demand Car Sharing services at any time and without any penalty, by independently proceeding directly from the Europcar On Demand App, or by sending a communication to the email address: support.it@ondemand.europcar.com

Notwithstanding the above, the Client/User/Authorized Driver declares that he/she understands and accepts that - pursuant to the Consumer Code (art. 59, letter "o") - the right of withdrawal is excluded for distance contracts concerning the rental of Vehicles. Consequently, the Customer/User/Authorized Driver shall have the right to modify/cancel the reservation of a Vehicle, in accordance with the provisions of Articles 5 et seq. Below, it is understood that, in default, Europcar On Demand reserves the right to apply the contractual penalties set forth in the Price List and available at the [following link](#).

4.4. Modification of Enrollment Conditions and Enrollment Procedure.

Europcar On Demand Italy reserves the right to change the Terms and Conditions at any time.

In this case, it will be Europcar On Demand Italy's responsibility to inform the Customer by e-mail 30 days in advance of the effective date of the changes, without prejudice to the Customer's right to cancel its subscription to the Europcar On Demand service at any time and without cost, as indicated in Article 4.3.

5. Vehicle Rental

5.1. Rent a Vehicle

Each Client/User/Driver Authorized to make a Vehicle Rental:

- (i) must be a natural person and at least 18 years of age, with full legal capacity;
- (ii) for citizens of the European Union or Switzerland, have obtained a valid driver's license entitling them to drive the type of Vehicle they intend to rent;
- (iii) for citizens of other countries (Non-EU), possess a valid driver's license with photograph along with a valid international driver's license entitling them to drive the type of Vehicle they intend to rent in Italy or an official Italian language translation of their driver's license;
- (iv) Not having received any charges for driving under the influence of alcohol or drugs in the previous five (5) years;
- (v) Be in good standing with all payments due to Europcar On Demand Italy, including under any previous contract;
- (vi) Not having had more than two (2) traffic accidents during the past three (3) years.

By booking a Vehicle, each Customer/User/Authorized Driver warrants compliance with the above conditions, as well as, compliance with the Terms and Conditions.

If, during the period of Enrollment in the Europcar On Demand Car Sharing Service, circumstances arise that are likely to change the conditions set forth in (i), (ii), (iii), (iv), (v) and (vi) above, each Customer/User/Authorized Driver shall immediately inform Europcar On Demand Italy by contacting Customer Service (see Article 16 below).

If the above conditions are not met, the Customer/User/Authorized Driver shall be deemed not to be authorized to use Europcar On Demand Car Sharing, and any use of the Vehicle by the same shall be deemed to be made against the will of Europcar On Demand Italy.

If the Customer is the only Authorized Driver, upon the failure of any of the conditions set forth in the above extended points (i), (ii), (iii), (iv), (v) and (vi), the Europcar On Demand Car Sharing Registration and Rental shall be deemed to be terminated as of right pursuant to Article 1456 of the Italian Civil Code, upon simple notification by Europcar On Demand Italia (to be sent by e-mail to the address indicated by the Customer during Registration).

5.2. Vehicle Rental Procedure

In the case of a **Natural Person Customer**, you must identify yourself by logging into your account on the Europcar On Demand App/Web App.

In the case of a **Legal Entity Customer**, Authorized Users/Drivers will need to identify themselves by logging into their account on the Europcar On Demand App/Web App.

To rent a Vehicle, the Customer or Authorized Driver/User must make a prepaid reservation request using the Europcar On Demand App/Web App also indicating the category of Vehicle requested.

To validly make a reservation request, it is necessary to indicate:

- (i) The dates and times for pickup and return of the Vehicle;
- (ii) The Departure Parking Lot and, if a "one way" route (Return Parking Lot other than the Departure Parking Lot) is available;
- (iii) The selected category of Vehicle, based on availability;
- (iv) The selected mileage, if available.

When the reservation request is properly executed and the payment of the Rental fee is successfully done, Europcar On Demand will manifest the acceptance of the Rental proposal to the Client or Authorized Driver/User by means of an email confirming the Rental reservation along with all details of the Rental and the booked Vehicle.

This information will be sent again by SMS before the start of the Rental to the cell phone of the Client or Authorized Driver, to the number they provided during Enrollment.

The Rental Reservation Confirmation Email and the Terms and Conditions pro tempore in effect constitute the Rental Agreement for the booked Vehicle entered into between the Customer/User/Authorized Driver and Europcar On Demand.

Therefore, you are encouraged to check that you have received the Rental Booking Confirmation e-mail and to contact Customer Service in case of any difficulties or technical failure (see Article 16 below).

Upon pickup of the Vehicle, the Customer or Authorized Driver/User will be asked to confirm that he/she has a valid driver's license and the requirements set forth in Article 5.1.

Notwithstanding Section 5.1, Europcar On Demand reserves the right to reject a requested reservation of Vehicles, in case of lack of a valid means of payment, in case of violation by

the Customer or Authorized Driver/User of any of the obligations arising from these Terms and Conditions and the Terms of Use, as well as, more generally, to reject any reservation that Europcar On Demand deems to be unusual, risky or dishonest.

Each Client/Authorized Driver/User may only book a single Vehicle within the same time slot.

5.3. Modifications or cancellation of the Vehicle Rental

5.3.1. By the Client or the Authorized Driver/User

Pursuant to the Italian Consumer Code (art. 59, letter "o"), the right of withdrawal is excluded for distance contracts concerning Vehicle Rental.

However, if the Client or Authorized Driver/User wishes to change the reservation of a Vehicle, it may be changed even after the start of the Rental but before its conclusion by clicking on the "Change" button of the Europcar On Demand App/Web App. The cost of the Rental may vary depending on the changed characteristics of the Rental.

In case of reservation changes that reduce the duration of the Rental, made less than 4 hours in advance of the scheduled start time of the Rental, a contractual amount may be applied, in the amount indicated in the Europcar On Demand Price List in effect at the time of the Rental and [available here](#).

If the Customer or Authorized Driver/User wishes to cancel the reservation of a Vehicle, it can be cancelled up to the time scheduled for Vehicle pickup by clicking on the "Cancel" button on the Europcar On Demand App/Web App.

Cancellation of the reservation is free of charge if made at least 4 hours in advance of the scheduled start time of the Rental.

In case of cancellation of the reservation, made less than 4 hours in advance of the scheduled start date of the Rental, an amount may be charged equal to the amount indicated in the Europcar On Demand Price List in effect at the time of the Rental and [available here](#).

In the event of failure to collect the Vehicle by the end of the booked Rental, the Vehicle remains reserved for the Client/Authorized Driver/User for the duration of the reservation and therefore where not used, will still be charged the amount equal to the period booked, as indicated in the current Europcar On Demand Price List pro tempore, [available here](#).

5.3.2. by Europcar On Demand Italy

If after confirmation of the reservation the booked Vehicle is not available, it will be offered:

- (i) A Vehicle of similar or higher category, at no additional cost to the Customer; or
- (ii) a Vehicle of a lower category, in which case a discount on the Rental will be offered.

If no Vehicle is available within one hour of the agreed upon start time, you will be refunded with the rental Rental and offered with the use of a cab as indicated in the current Europcar On Demand pro tempore Price List, [available here](#).

6. Vehicle Usage

6.1. Vehicle Access

Once the reservation request has been made and confirmed by Europcar On Demand Italy, the Client/Authorized Driver/User may, at the scheduled date and time, go to the Departure Parking Lot and access the Vehicle through one of the following methods:

- (i) With the presentation of a Vehicle Badge reader-enabled badge; or
- (ii) clicking, through the mobile version of the Europcar On Demand App/Web App or using its mobile application, the "Activate my reservation" icon; or
- (iii) following the instructions of the interactive voice server, which can be contacted at the number provided in Article 16.

After following the instructions of the Europcar On Demand Car Sharing Box, the Customer/Authorized Driver/User can then start the Vehicle with the ignition key on board the Vehicle in the appropriate slot.

6.2. Vehicle recall status report

There will be a card (in paper or electronic format) in the Vehicle with an updated indication of the state of use of the Vehicle, including the presence of any damage.

Upon pickup of the Vehicle, the Client/Authorized Driver/User shall make a visual inspection of the Vehicle and verify that:

- (i) the Vehicle contains all the Vehicle Documents and Accessories listed in the state of use sheet;
- (ii) the Vehicle is in a normal state of cleanliness;

- (iii) the Vehicle contains at least one quarter of a tank of fuel, in the case of a Gasoline/Diesel Vehicle;
- (iv) the condition of the Vehicle corresponds to that indicated in the State of Use Sheet also with reference to any damage.

In the event that a breakdown or damage is present, the Customer/Authorized Driver/User must report the same to Customer Service before using the Vehicle (see Article 16).

In the absence of reporting, the Client/Authorized Driver/User shall be deemed to have taken custody of the Vehicle in the condition indicated on the State of Use Form and shall be liable, in accordance with the provisions of Article 1588 of the Civil Code, for all damages that will be detected on the Vehicle at the end of the Rental not present on the State of Use at the beginning of the Rental, unless he/she proves that they occurred due to causes not attributable to him/her.

6.3. Vehicle Usage

6.3.1. Vehicle Maintenance

During the Rental of the Vehicle, the Client/Authorized Driver/User is required to use the Vehicle responsibly and, in particular, to take all necessary and reasonable measures to keep the Vehicle in good condition.

To this end, the Client/Authorized Driver/User may perform the following checks: levels of oil, lubricant, engine coolant or other fluids, and tire pressure.

Any other work (including topping up liquid levels and starting with external Vehicle aids) may not be performed without prior authorization from Europcar On Demand Italia.

Routine maintenance of the Vehicle is carried out by Europcar On Demand Italy or its agents, outside the periods of Vehicle Rental.

In the event that a problem occurs that prevents the normal use of the Vehicle (including unusual noises or sounds while driving, warning lights on the dashboard, etc.), the Client/Authorized Driver/User is obliged to inform Europcar On Demand Italy immediately by contacting Customer Service (see article 16), in order to jointly agree on the conditions to continue, if possible, the Rental.

The Client/Authorized Driver/User hereby agrees to custody the Vehicle throughout the duration of the Rental and, in particular, when not in use, ensuring that the same is always locked and parked in a safe place.

It is strictly forbidden:

- (i) Smoking inside the Vehicle;
- (ii) Leaving the Vehicle in a clean and hygienic condition not compliant with normal use (by way of example, the presence in or on the Vehicle of the following is considered not compatible with normal use: trash, marks on the seats, mud, excrement, resin or other fluids on the body, etc.);
- (iii) Placing any advertising on the Vehicle, without the prior written consent of Europcar On Demand;
- (iv) Driving outside Italy the Vehicle. It is not possible to cross Italian national borders without prior authorization. It is necessary to send an email request to support.it@ondemand.europcar.com at least 72 working hours before departure in order to obtain any authorization.
- (v) The transport of live animals, except in the case of transporting dogs or cats, which will be allowed only in the presence of a "pet carrier" owned by the Client/Authorized Driver. On the point, upon reservation of the optional "PET" service, to be made at least 48 hours before the start of the Rental, Europcar On Demand will provide the Customer/Authorized Driver with a pet carrier for the trip. The cost of the aforementioned optional service is shown on the Europcar On Demand Price List pro tempore in effect.

Failure to comply with these provisions may result in a penalty charge as outlined in the current *pro tempore* Europcar On Demand Price List [available here](#).

6.3.2. Use of the Vehicle in accordance with its intended purpose

Likewise, the Vehicle must be used in accordance with its intended use and may not be used in particular:

- (i) Overloading (e.g. to carry more than the authorized number of passengers or a load exceeding the maximum payload of the Vehicle);
- (ii) To tow or push any other Vehicle or trailer;
- (iii) for transporting flammable, explosive or otherwise dangerous materials or, in any case, that may damage the Vehicle;
- (iv) On unpaved roads or, otherwise on surfaces not suitable for the movement of Vehicles;
- (v) to transport goods or passengers in exchange for money;
- (vi) For any public passenger transport;

- (vii) To give driving lessons;
- (viii) to participate in Vehicle or rally competitions or for any other sports use;
- (ix) to grant use to third parties, either in exchange for money or free of charge;
- (x) For illicit purposes.

In addition, any risky, careless or negligent use of the Vehicle shall be understood to be prohibited.

In addition, the Vehicle may only be used by the Client/Authorized Driver/User who executed the Rental.

The Customer/Authorized Driver/User then agrees not to allow a third party to drive the Vehicle, even if the third party is a Europcar On Demand Customer or Europcar On Demand Authorized Driver.

The Customer, the Authorized Driver and the User are entirely responsible for the use of the Vehicle and, in particular, the Customer warrants perfect compliance by the Authorized Driver/User of these Terms and Conditions. The Customer/Authorized Driver/User agrees not to drive in a state of excessive fatigue or under the influence of alcohol or drugs or drugs that may affect concentration or any other legal or illegal substance that may alter his or her faculties to the point of being unable to control the Vehicle.

Similarly, in the presence of children in the Vehicle, the Customer/Authorized Driver/User agrees to provide boosters, seats and any other protection required by law for children and to install them in accordance with the manufacturer's instructions.

In the event of failure to comply with these provisions, the Customer/User/Authorized Driver shall be fully liable for any harmful consequences arising to Europcar On Demand Italy or third parties, and shall be required to indemnify Europcar On Demand Italy for all damages and/or expenses incurred by Europcar On Demand as a result of your failure to comply, in addition to the charge of the penalty provided for in Europcar On Demand's Price List *pro tempore* in force and [available here](#). In addition, it is understood that in the event of failure to comply with the provisions of this article as well as all other contractual provisions, the limitations of liability will not apply and you will be required to indemnify Europcar On Demand for the full amount of damages suffered.

6.4. Compliance with traffic regulations

During the Rental of the Vehicle, the Client/Authorized Driver/User shall strictly comply with traffic regulations.

In the event that the Customer/User/Authorized Driver incurs a traffic violation or other administrative sanction (including non-payment of tolls) related to the use of the Vehicle during its rental and has been unwilling or unable to proceed directly to pay it and, as a result, the administrative penalty is served or otherwise communicated to the owner of the rented vehicle, You will be charged the administrative penalty management and service fee. In return for this fee, Europcar will: (i) collect, to the extent possible, the information regarding the administrative penalty imposed on you; (ii) send you to the email address you provided at the time of booking, or at the time of rental, a special information notice containing the information collected; (iii) request, when possible, that the administrative penalty be re-notified directly to the Client/Authorized Driver/User, so as to allow, alternatively, the payment in a reduced measure, or, the appeal of the same within the terms of the law (where the conditions are met).

The fee for the management and assistance service for administrative sanctions, is not inclusive of the amount of the sanction and any surcharge applied by the competent administrations. In the event that it has not been possible to obtain discharge and/or re-notification or, subsequent to the same, in the event of failure to make timely payment, Europcar On Demand will pay the penalty and subsequently charge the Customer for the amount so incurred. The amount of the fee for the management and assistance service for administrative penalties is indicated in the Price List [available here](#). It should be noted that the fee for the management and assistance service for administrative sanctions is not due for customers who qualify as consumers (so-called B2C rentals). In all cases in which for the administrative penalty raised and notified to the owner of the Vehicle a cancellation or discharge is obtained by the Client/Authorized Driver, the fee for the management and assistance service for administrative penalties will not be due and, if already charged, will be refunded.

In the event that the Vehicle is blocked or impounded during the Rental period, the Client/User/Authorized Driver agrees to inform Europcar On Demand Italy immediately by contacting customer service (see article16).

6.5. Refueling / Recharging the Vehicle

6.5.1. Gasoline/diesel vehicles

6.5.1.1. Obligation to refuel the Vehicle

In the event that the amount of fuel in the Vehicle is insufficient, the Client/Authorized Driver/User must refuel the Vehicle with the appropriate fuel using the fuel card in the Vehicle, at one of the gas stations of the oil company that issued the fuel card.

In the event that the Client/Authorized Driver/User refuels using their own means of payment, Europcar On Demand Italy will reimburse the amounts paid upon presentation of appropriate proof of expenditure (receipt/receipt issued by the service station) to be sent by emailing the documentation to support.it@ondemand.europcar.com.

The fuel card is to be used exclusively for refueling the rented Vehicle; in the event of misuse of the card (e.g. for refueling other vehicles or, where possible, for the purchase of other goods or services), the relevant amounts must be immediately returned by the Customer to Europcar On Demand Italy, plus a contractual penalty in an amount equal to the amount indicated on the current Europcar On Demand Pro tempore Price List [available here](#).

6.5.1.2. *Refueling the Vehicle with inadequate fuel*

If the Customer/Authorized Driver/User refuels the Vehicle with inadequate fuel, Europcar On Demand Italy will charge the Customer for the cost incurred in restoring the efficiency of the Vehicle, plus a contractual penalty in an amount equal to the amount indicated in Europcar On Demand's pro tempore price list in effect [available here](#).

6.5.1.3. *Fuel depletion*

In the event that during the rental period, the Client/Authorized Driver/User consumes all of the fuel, he/she shall immediately notify customer service, who will assist by charging an additional fee in an amount equal to the amount indicated on the current Europcar On Demand Pro tempore Price List [available here](#).

6.5.2. **Electric vehicles**

In the event that the rented Vehicle is electric, the Client/Authorized Driver/User will have the option of charging the Vehicle, during the Rental, at the appropriate parking lots, using the charging cable located inside the Vehicle.

In the event that the Vehicle's battery is completely discharged during the Rental, the Client/Authorized Driver/User agrees to notify Customer Service immediately (see Article 16).

The Customer shall be liable for any damage caused to the charging system of the Vehicle, unless such damage is a consequence of defects in the charging cable or the latter being present in the Vehicle.

Similarly, in case of loss/damage of the charging cable during the Rental, the Customer will be charged a contractual penalty in the amount indicated in the current *pro tempore* Europcar On Demand price list ([available here](#)).

7. Return of the Vehicle

The Client/Authorized Driver/User must return the Vehicle on the day, time and place of departure of the parking or drop-off indicated at the time of reservation.

The Rental ends when the Client/Authorized Driver/User:

- (i) Will have returned the Vehicle to the Departure Parking Lot;
- (ii) Will have returned the keys in the Europcar On Demand Car Sharing Box;
- (iii) will have swiped the badge on the relevant reader in the Vehicle, i.e., pressed pressing the "End My Rental" button on the Europcar On Demand App/Web App, i.e., following the instructions of the interactive voice server, which can be contacted at the number provided in Article 16;

In the event that the Client/Authorized Driver/User encounters problems in ending the Rental and/or locking the Vehicle according to the above process, he/she shall lock the Vehicle by keys and contact customer service immediately (see Article 16).

When returning the Vehicle, the Client/Authorized Driver/User shall also inspect the Vehicle and inform customer service of any visible faults or damage present on the Vehicle at the time of return (see Article 16).

In the event of any discrepancy between the State of Use of the Vehicle at the time of delivery and return, the damages thus detected will be charged to the Customer in application of Article 1788 of the Civil Code (except as indicated below in the event of the operation of limitations of liability) and a contractual amount equal to the amount indicated in the Europcar On Demand pro tempore price list in force ([available here](#)) for the handling of the claim file will also be payable by the Customer.

In the case of a Gasoline/Diesel Vehicle, it must be returned with at least one quart of fuel in the tank.

If the Vehicle is returned with a smaller quantity of fuel, the Customer will be charged a contractual penalty in an amount equal to the amount indicated on the current pro tempore Europcar On Demand price list ([available here](#))

In the case of an Electric Vehicle, the latter must be connected to the charging point provided in the reserved parking lot.

Failure to do so will result in the Customer being charged a contractual penalty in an amount equal to the amount shown on Europcar On Demand's *pro tempore* price list [available here](#).

In the event that the Client/Authorized Driver/User fails to close windows or doors, fails to turn off the Vehicle's headlights or, again, the Vehicle's interior lights, or fails to engage the handbrake, he/she will be held liable for any damage or theft resulting from such negligence.

In the event of loss of the badge or keys, the Customer/Authorized Driver/User will be required to immediately notify the Customer Service Department (see Article 16) and carry out the instructions given by it. A contractual penalty in the amount indicated in the *pro tempore* Europcar On Demand price list [available here](#) will also be charged.

If, at the time of return of the Vehicle, it appears that the Customer/Authorized Driver/User has exceeded the mileage or the Rental period selected at the time of reservation, all excess mileage and additional hours will be charged to the Customer at the cost indicated on the Europcar On Demand's *pro tempore* Price List [available here](#).

In addition, in the event of delayed redelivery of the Vehicle, the Customer will also be charged a late delivery penalty in an amount equal to the amount indicated on Europcar On Demand's *pro tempore* price list in effect ([available here](#)), subject in each case to the right to any greater damages.

In addition, in the event of delayed return of the Vehicle, a late delivery penalty of an amount equal to the amount shown on Europcar On Demand's *pro tempore* price list in effect [available here](#) shall also be applied to the Customer, subject in all cases to the right to any greater damages.

In the event of failure to return the Vehicle, and following the reminder notices sent by Europcar On Demand, Europcar On Demand reserves the right to proceed by all means permitted to the eventual recovery following a report/complaint to the competent authorities.

In any case, the Client/Authorized Driver/User, hereby agrees as of now to return the Vehicle at any time during the course of the Rental, upon specific request of Europcar On Demand, for maintenance needs or in all cases of termination, for whatever reason intervened.

8. Insurance and liability limitations

8.1. Mandatory third-party liability insurance

In all countries where Europcar On Demand Car Sharing is offered, it is required by law to include a Car Insurance policy (or an equivalent). Europcar On Demand Italy has selected its insurance coverage among the best proposed by the market using leading insurance companies and this coverage is automatically included in our Rental services.

Consequently, during the Rental the Client/Authorized Driver/User is insured, under the conditions and for policy limits, not less than those imposed by Italian law, for liability for damages caused by the circulation of the Vehicle.

An explanatory statement of the terms and conditions of the Automobile Liability insurance policy applicable to the Vehicle is [available here](#).

8.1.1. Against what events does insurance operate?

The Customer/Authorized Driver/User shall be insured for liability in the terms of the law, for the following events that may arise from a claim attributable to him:

- (i) Physical injury or death suffered by third parties;
- (ii) Property damage suffered by third parties.

8.1.2. What is excluded from insurance coverage?

Third Party Liability Insurance does not cover:

- (i) Bodily injury or death in which the driver at the time of the accident should incur; or
- (ii) Any damage to or loss of the Client/Authorized Driver/User's property and personal effects; or
- (iii) Any damage caused to the Vehicle.

8.1.3. What is the amount of financial exposure of the Client and/or Authorized Driver/User for third party liability?

Provided that the Client/Authorized Driver/User has not violated any regulatory provisions (including road traffic regulations) and was not misusing the Vehicle, the Client shall enjoy insurance coverage with a limit of at least the minimum amount established by the law in force in the country in which the rental of the Vehicle commences, for liability to Third Parties arising from an accident caused by them.

In the case of claims with third parties where liability of the Client/Authorized Driver/User is established by the insurance company, the insurance policy operating on the Vehicles, may provide for the application of a deductible to be charged to the policyholder.

In this eventuality, the Customer will be required to reimburse Europcar On Demand for any deductibles charged by the insurance company up to the maximum amount indicated on the Europcar On Demand Price List pro tempore in effect and [available here](#).

In addition, in the event that the Client/Authorized Driver/User fails to have complied with the aforementioned statutory or regulatory requirements, then, our Insurance Company will fulfill its obligations to Third Party Persons as provided in insurance policy, however, the same Company may have recourse against the Client and/or Authorized Driver/User to recover, in whole or in part, the amounts paid to Third Party Persons as a result of the claim.

8.1.4. How to report a claim?

In the case of events involving third parties, the Customer/Authorized Driver/User is obliged to inform Europcar On Demand Italia of the claim within 24 hours of the occurrence. In this regard, it is important that the Client/Authorized Driver/User makes every effort to properly complete and sign a Claim Report, which should contain all relevant information about the claim as well as the third party involved. It is also important to request the intervention of the nearest Public Safety Authority. This will enable Europcar On Demand Italia to have what is necessary to protect itself against claims by third parties (should the Customer/Authorized Driver/User be responsible for the claim) or to obtain compensation for damages from the third parties (should the claim be attributable to them). The Claim Form and the Public Safety Authority Report should be sent to us within five (5) working days of the accident or as soon as reasonably possible under the circumstances.

8.2. Limitation of liability in case of damage to the Vehicle.

The Damage Limitation of Liability limits the Customer's economic exposure for damage caused to the Vehicle during the time it is rented and driven by the Customer/Authorized Driver/User. The Basic Damage Limitation of Liability is included in the Rental Fee and, therefore, provided that the Customer/Authorized Driver/User has complied with the Vehicle Traffic Regulations, the Europcar On Demand Car Sharing Registration and Rental Terms and Conditions, and has not misused the Vehicle, the Customer will not be liable for damages that exceed the amount of the agreed liability threshold.

The exact amount of the liability threshold that remains with the Client is indicated at the time of booking.

For a specific additional fee, an option to reduce the amount of the liability threshold charged to the Customer (but not eliminate it) can be selected at the time of booking. This amount is indicated on the Europcar On Demand's pro tempore price list ([available here](#)),

The limitation of liability for damages does not include the loss or theft of or damage to personal property or effects (including luggage or other property) that have been stored or kept or transported on or in the Vehicle by the Client/Authorized Driver/User or any passenger.

8.2.1. What does Limitation of Liability for Damage protect against?

The limitation of liability for damages limits the liability of the Client/Authorized Driver/User within the excess amount, with respect to:

- (i) damage and/or repairs to the Vehicle and/or list value in the event that the Vehicle is not repairable and must therefore be scrapped;
- (ii) Damage related to the Stoppage of the Vehicle while it is being repaired and/or scrapped;

In case:

- (i) You go and bump into a static or moving element;
- (ii) Due to collision with another Vehicle or static element, are damaged or broken: windows, lights, mirrors, tires.

8.2.2. What is excluded from the limitation of liability for damages?

- (i) Our administrative handling fee per claim, the amount of which is shown in the current Europcar On Demand *pro tempore* Price List [available here](#);
- (ii) Loss or damage caused to items of the Client/Authorized Driver/User or other passengers that were carried or kept on or inside the Vehicle during the Rental period;
- (iii) Damage caused inside the Vehicle.

In addition Client/Authorized Driver/User will be economically liable for the full amount of the damage in accordance with the terms of the law (and the particular, Article 1588 of the Civil Code), if the damage is caused:

- (i) From malicious actions of the Client/Authorized Driver/Vehicle User;

- (ii) by an explosion or fire in or to the Vehicle, caused by the transportation of dangerous goods (dangerous goods are defined as any product or substance which, by reason of its nature and/or principal characteristics, is reasonably considered to be dangerous and which, if not transported with proper care and attention, may cause damage to the Vehicle, and to Third Parties within a reasonable distance of the Vehicle);
- (iii) From total or partial theft of the Vehicle or vandalism while the Vehicle has been left unattended
- (iv) by negligence on the part of the Client/Authorized Driver/User of the Vehicle (understood as behavior that falls below the standards proper to a person of average shrewdness under similar circumstances) or that of his passengers (for example, in the case of failure to assess the height of the Vehicle);
- (v) from the negligence of the Customer/Authorized Driver/User of the Vehicle, in the event that the keys are lost or stolen or otherwise in the event that the keys are not returned;
- (vi) In the case of damage to Vehicles that have been driven abroad without prior authorization, as provided in Article 6.3.1 (iv);
- (vii) in case of violation of vehicle traffic regulations and/or the applicable Europcar On Demand General Terms of Use and/or the applicable Terms and Conditions, and/or in case of misuse of the Vehicle.

8.2.3. What must the Client do to take advantage of the limitation of liability for damages?

It is necessary:

- that the Customer/Authorized Driver/User complies, while driving the Vehicle, with the Vehicle Traffic Regulations, the Europcar On Demand General Terms of Use and Terms and Conditions and all applicable regulations including road traffic regulations;
- Give notice to Europcar On Demand Italy of any incident/damage within 24 business hours of the event or from when it is physically possible for you to report it. It is also necessary for us to be provided with a signed statement or, a police report (if appropriate due to the circumstances) and/or any other document that can document all the facts as they occurred (for example, how the event occurred, the type of damage to the Vehicle, the place where the accident occurred, the dates, circumstances and details of any possible testimony). Any other documents that may be deemed useful by the Client to support the reconstruction of the facts may, of course, be added.

8.2.4. What is the amount of economic exposure of the Client and/or Authorized Driver/User?

In the event that during the Rental the Vehicle is damaged, the Client and/or the Authorized Driver and/or the User will be liable for the full amount of the damage incurred by Europcar On Demand Italy.

In case of damage, the valuation will be carried out by an independent expert who will estimate the amount. This amount may be worth more than the entire value of the Vehicle.

However, provided that the Customer and/or Authorized Driver/User has complied with the Europcar On Demand General Terms of Use, the applicable Terms and Conditions and all applicable regulations including road traffic regulations, and has not misused the Vehicle, the maximum amount that may be charged is that of the contractually stipulated liability excess.

8.3. Limitation of liability for theft or fire

The limitation of liability for theft or fire limits the economic exposure of the Client and Authorized Driver/User for the loss of the Vehicle if it is stolen or damaged as a result of attempted theft or fire. The limitation of liability for theft and fire is included in the Rental Fee and, therefore, provided that the Customer/Authorized Driver/User has complied with the Vehicle Traffic Regulations, the Terms and Conditions and has taken the best diligence in the custody of the Vehicle, he/she shall not be liable to us for damages and/or losses resulting from theft (or attempted theft) or fire of the Vehicle that exceed the amount of the applicable excess, as reflected in the current Europcar On Demand's pro tempore Price List and available here

The limitation of liability for theft or fire does not include loss or theft of or damage to personal property or effects (including luggage or other property) that have been stored or kept or transported on or in the Vehicle by the Customer, Authorized Driver/User or any passenger.

8.3.1. What it protects against Limitation of liability for theft or fire

The limitation of liability for theft or fire limits the liability of the Client and Authorized Driver/User to the amount of the applicable liability excess for the following expenses arising from:

- (i) charges (including recovery costs) for repairing the Vehicle (in case it is recovered) or the list value in case the Vehicle is lost as a result of theft or fire;

- (ii) our loss resulting from the Vehicle being grounded while it is being repaired and/or scrapped;

In the case of:

- (i) the Vehicle and/or any of its accessories (defined as any additional component that is installed in or on the Vehicle and is such as to change its details) is stolen as a result of a break-in or damaged as a result of partial fire;
- (ii) there is an attempt to steal the Vehicle and any accessories;
- (iii) the Vehicle suffers any kind of vandalism while parked or while using or driving it.

8.3.2. What is excluded from the limitation of liability for theft or fire?

Our theft/fire practice management fees, the amount of which is shown in the Europcar On Demand Price List *pro tempore in effect* and [available here](#).

The limitation of liability for theft/fire does not operate if:

- (i) the Vehicle is stolen, set on fire or damaged due to the fault or negligence of the Client and/or Authorized Driver/User or more specifically (but without limitation), as a result of the keys being left inside the Vehicle or, in the event that the Client and/or Authorized Driver/User fails to properly operate the anti-theft system, or fails to return the keys to us, or in the event that he/she has left the Vehicle unlocked while not in use, or in the event of ignition of flame/use of glowing objects, inside the passenger compartment;
- (ii) the Vehicle is stolen or set on fire or appropriated by persons whom the Client and/or Authorized Driver/User has placed in possession of the Vehicle;
- (iii) the Vehicle has been driven abroad without prior authorization as stated in Article 6.3.1 (iv)
- (iv) Personal and/or work-related property or possessions and any other property carried in or on the Vehicle are stolen or damaged.

8.3.3. What to do to benefit from the limitation of liability for theft?

It is necessary:

- (i) That the Customer or, if applicable, the Authorized Driver/User complies, while driving the Vehicle, with the regulations on vehicle traffic, the Terms and the applicable Europcar On Demand General Terms of Use and the applicable Terms and Conditions and all the applicable regulations including road traffic regulations;

- (ii) give notice to the police of any accident or occurrence immediately or otherwise as soon as possible and provide us, within 24 hours of the discovery of the theft or attempted theft, with a signed statement certifying that the Vehicle was stolen, the original report of theft filed with the Judicial Authority, and the keys to the Vehicle including the keys to the anti-theft device if the Vehicle is equipped with one;
- (iii) Notify Europcar On Demand Italy of the theft no later than 2 hours after learning of the theft.

8.3.4. What is the amount of economic exposure of the Client and the Authorized Driver?

If, during the Rental, the Vehicle should be stolen or damaged in an attempted theft or due to vandalism and the Client/Authorized Driver/User has not complied with the Europcar On Demand General Terms and Conditions of Use and/or the Terms and Conditions and/or applicable regulations including road traffic regulations, he/she will be liable for the full amount of damages (should the Vehicle be recovered) or for the full value of the Vehicle at the time of the event (as resulting from the Eurotax BLU publication).

If, on the other hand, the Customer/Authorized Driver/User has complied with the Europcar On Demand General Terms of Use, the applicable Terms and Conditions and all applicable regulations including road traffic regulations, the maximum amount that may be charged is that of the contractually agreed liability excess.

9. Costs of Europcar On Demand Car Sharing Service

By proceeding to enroll in and use the Europcar On Demand Car Sharing Service, You agree to pay the amounts arising from the items listed below as quantified the Europcar On Demand Price List *pro tempore in effect* and [available here](#).

- (i) The costs associated with the use of the Europcar On Demand Car Sharing service, quantified at the time of booking and calculated based on the duration and distance traveled, in accordance with the rates in effect on the date of vehicle usage and the period selected by the customer;
- (ii) Any incidental costs associated with the use of the Vehicle (e.g. parking tickets, tolls);
- (iii) Any penalties for violations of vehicle traffic regulations;
- (iv) Any costs for replacement, repair, or detention of the Vehicle in case of damage or theft;

- (v) Any costs incurred by Europcar On Demand in recovering amounts owed to it;
- (vi) The cost of any Badge, if it is an individual badge, to access the Vehicle;
- (vii) Europcar On Demand penalties and administrative fees to the extent applicable.

The Customer by accepting these Terms and Conditions expressly agrees that such cost items arising from Rentals made by it or made by Authorized Drivers/Users shall be charged to the means of payment indicated by them during Enrollment.

10. Payments

10.1. Rental Payment

In the case of natural person Client: the amounts due for the use of the Vehicle must be paid at the time of its reservation by immediate charge to the credit card registered in the Customer's Europcar On Demand account.

In the case of a legal entity: Unless otherwise agreed between the Parties resulting in writing, the Customer shall provide Europcar On Demand, at the same time as accepting these Terms and Conditions with the details of at least one credit card in the Customer's name, on which the Customer expressly authorizes Europcar On Demand to charge any amount due to the latter, or to the Subsidiaries, or, again to the Mobility Operators. In this regard, Customer agrees to keep such Credit Card valid and capacious for the duration of the Contract, promptly informing Europcar On Demand in case of expiration and/or replacement. Any delay in payment will result in the payment of late payment interest, ex Dlgs 231/02, starting from the first day of delay. In case of late payment by the Customer, The Rental may include a relative amount of mileage based on the type of Rental, the value of which is indicated in the Europcar On Demand Price List pro tempore in force and [available here](#). At the end of the Rental, the remaining kilometers, if applicable, are charged net of those included in the applied rate, as well as any additional amount for any reason owed by the Customer to Europcar On Demand (service management fees, penalties, ancillary services, etc.).

In addition, where possible, the Client/Authorized Driver may make a reservation extension via App/Web App. Such extension will result in the immediate charge for the additional hours or days and any damage deductible reduction charges as outlined in the Europcar On Demand Price List pro tempore in effect and [available here](#).

10.2. Billing

Europcar On Demand issues an itemized invoice at the conclusion of each Rental.

The Customer agrees to inform Europcar On Demand about any change in his/her payment. If the credit card expires, the Customer agrees to contact customer service at least 15 days before the expiration date of the card to communicate the necessary information (see Article 16).

In case of failure to comply with this obligation, Europcar On Demand reserves the right to suspend access to the Europcar On Demand Car Sharing service until the situation is resolved. In this case, no reduction in the amount due will be applied.

Any delays in the payment of an invoice will entitle Europcar On Demand Italy to charge late payment interest at the legal rate.

11. Termination of enrollment

11.1. Express termination clause

In addition to the cases referred to in Article 1453 of the Italian Civil Code, the Enrollment shall be automatically terminated pursuant to and for the purposes of Article 1456 of the Civil Code, upon simple written notice, in the event of violation of the following provisions: entire Article 5 (Vehicle Rental); entire Article 6 (Vehicle Use); Article 7 (Vehicle Return); Article 10 (Europcar On Demand Car Sharing Service Charges); Article 11 (Payments).

11.2. Conventional withdrawal of the Client

In addition, the Customer has the right to withdraw from the Membership at any time. All amounts for any reason due to Europcar On Demand must be promptly paid. To withdraw from Membership, please send an e-mail to support.it@ondemand.europcar.com.

12. Responsibility

12.1. Europcar On Demand will not be responsible for any inconvenience or damage resulting from the use of the Internet, including an interruption in service, external intrusion, presence of computer viruses, etc.

12.2. In any case, Europcar On Demand will not be liable for indirect, economic or intangible losses such as market loss, commercial injury, loss of customers, any

business interruption, loss of profit or loss of brand image, related to the use of the Europcar On Demand Car Sharing Service.

12.3. In order to enable updates to the APP/Web App and, in general, to ensure a high level of the quality of its services, Europcar On Demand may need to perform maintenance operations. As such, it may be necessary to momentarily interrupt the Service in order to perform said maintenance operations. Europcar On Demand will do its best to perform such maintenance outside normal business hours. In the event of an emergency that requires unscheduled maintenance (e.g., security breach, virus, etc.) Europcar On Demand will notify the Customer prior to performing maintenance, upgrades, and/or exceptional programming. In any case, the Customer agrees that the interruption of the Service or slowing down of the same, due to the maintenance operations, updates and/or programming as described above, shall not be considered as Europcar On Demand's breach of its obligations under this Contract, waiving as of now any claim and/or action.

12.4. It is understood that, in any case, the liability of Europcar On Demand will be limited to the damages directly attributable to it being therefore excluded any damages that are not foreseeable and/or attributable to external factors and/or the conduct of third parties.

12.5. The Client (legal person) represents and acknowledges that:

- it is its responsibility to promptly update Users' access rights to the User Interface. Europcar On Demand shall not be held responsible for fulfilling an order respecting the rights and access provided in the Customer Interface at the time the Service is provided, if such rights and access are, for example, the result of a configuration error by the Administrator;
- Under no circumstances shall Europcar On Demand be considered as connected or associated with or otherwise responsible for the relationship that exists between the User and the Customer. It is the sole responsibility of the Customer to ensure compliance with the contractual, statutory and regulatory provisions binding it towards the individual User. The Customer shall be solely responsible to all authorities including tax authorities (the "Authorities") with respect to the reporting of any kind of incidental benefits related to the use of the services included in the booking and payment platform provided by Europcar On Demand. Europcar On Demand shall in no event be held liable for the erroneousness of this information, nor for any failure to declare such benefits;

- it is the Customer's responsibility to make the necessary arrangements with respect to taxes, accounting and payroll management for the Customer's employees in the booking and payment platform provided by Europcar On Demand, as well as the declarations relating thereto. Furthermore, it is expressly agreed between the Parties that any disputes that may arise between a User and the Customer or between the Customer and the Authorities with respect to social security and tax declarations are totally extraneous to Europcar On Demand and that it shall be the responsibility of the Customer to indemnify and guarantee Europcar On Demand in the event of claims of any nature made by users or Authorities in connection with the matters set forth in this Article.

13. Processing of personal data

Europcar On Demand collects personal data from Customers using the Europcar On Demand Car Sharing Service and in particular the geolocation data of the Vehicles. The terms of Europcar On Demand's Privacy Policy also apply to the collection and processing of this personal data, please review the Privacy Policy [here](#).

14. General Provisions

The failure of either party to exercise or invoke a right or clause contained in these Europcar On Demand Car Sharing Registration and Rental Terms and Conditions shall in no event be construed as a waiver of the right or clause.

The titles of the articles that make up these Terms and Conditions are for the purpose of ease of reading and have no legal effect.

Should any clause in these Terms and Conditions be declared null and void by application of a law, regulation or final judgment of a Court, the remaining clauses shall nevertheless remain valid and effective. In such case, to the extent necessary, the parties undertake in good faith to find a replacement clause that is as close as possible to the spirit and content of the one declared void or invalid.

LEASEEUROPE has published a code of conduct for Vehicle Rental activities. A copy is available at www.leaseurope.org.

The Membership, as well as any Rental are not assignable without the prior written consent of Europcar On Demand Italy. Any assignment or attempted assignment without consent will be void.

Europcar On Demand Italy will, however, be authorized to assign the membership, the Rentals and the credits from them to other companies belonging to the Europcar On Demand group.

The Terms and Conditions, together with the Terms and Conditions of Use and Privacy Policy, and the related confirmation emails, and any other agreements entered into between Europcar On Demand and the Customer, constitute the entire agreement entered into between you and Europcar On Demand with respect to the subject matter outlined in the sex and supersede and extinguish all prior covenants and agreements between the parties and all prior representations of the parties.

14.1. Confidentiality

The term "*Confidential Information*" means, among other things, all information of any nature, including but not limited to terms of reference, schedules, reports, analyses, data, opinions, drawings, designs and models belonging to each of the Parties. The Parties undertake, both on their own behalf and on behalf of their employees, agents, and any subcontractors, for whom they warrant, in order to maintain strict confidentiality, not to publish or disclose any confidential information to any person and in any form whatsoever, for any reason whatsoever, and not to use it for any purpose other than the performance of the Contract. The Parties undertake to take all necessary precautions in order to preserve the confidentiality of the Confidential Information as if it were their own information and, in this regard, they undertake to:

- (i) to communicate and disclose such Confidential Information only and exclusively to those members of their team who need to use the same in the context of operations, negotiations or work and in the performance of this Agreement, and to take all necessary measures so that the persons concerned agree to comply with the obligations to confidentiality set forth in this Agreement;
- (ii) Ensure the physical security of Confidential Information by all appropriate means;
- (iii) Prohibit the ability to copy and/or store, on any device or medium the Confidential Information exchanged, without the express consent of the other Party.

Each Party may disclose information, without violating this Contract, in the following cases:

- The information was already in the public domain at the time of its disclosure by the Party, establishing that the Party was not responsible for making that information in the public domain;
- The information had been sent by one Party with the prior agreement of the other Party to the disclosure of the information;
- The information arises from internal and independent planning undertaken by the Party without the use of Confidential Information;
- The information was disclosed to the Party by a third party present without any breach of a duty of confidentiality to the other Party.

If either Party is required to disclose 'Confidential Information as part of its assigned duties, or in the event of a request by an administrative or judicial authority, it agrees to seek the prior written consent of the other Party to any disclosure. In case of agreement, the Party disclosing Confidential Information shall inform the recipient of the information of its confidential nature. It is understood that the Parties may not refuse to disclose any Confidential Information if failure to do so would result in the payment of fines or penalties or criminal sanctions to the Party obligated to disclose such information.

This commitment is made for the duration of the Contract and will remain in effect after the termination of each Order for a period of five (5) years.

14.2. Brands

Europcar On Demand and its Subsidiaries authorize Customer (legal entity) to use its trademarks, logos and other distinctive signs only for the duration of the Services, exclusively within Customer's premises and exclusively for the purposes of internal communication regarding the Services. In case of violation of this obligation, Europcar On Demand shall be entitled to terminate this Contract, without prejudice to the right to act for compensation for damages suffered

In addition, Customer authorizes Europcar On Demand and its Subsidiaries to use its trademarks, logos and other distinctive signs for its own promotional communication needs and only for the duration of the Services. The Customer authorizes Europcar On Demand to use said trademarks, logos and other distinctive signs on its website or in any communication directed at attracting more potential Customers.

14.3. Intellectual Property

Each Party retains full ownership and title to all of its intellectual property rights. It is expressly agreed that the Contract under no circumstances will involve the direct or indirect assignment in any way of the intellectual property rights held by each Party.

15. Applicable Law and Jurisdiction

These Terms and Conditions are governed by Italian Law.

In the event of disputes arising from the application and/or interpretation of these Terms and Conditions, the Terms and Conditions of Use as well as any other contractual document in force between and parties, the Customer may take legal action, submitting the case to the competent Court, which is that of the Customer's elective residence/domicile - if he/she has the status of Consumer (or is a subject equated to it), or that of Rome, in all other cases.

16. Customer Service

For any information or questions, the Europcar On Demand App/Web App offers a customer relations department that can be contacted at the following numbers:

- Phone: 02-89731989
- Email: support.it@ondemand.europcar.com
- Address: Guidami S.r.l. Piazzale dell'Industria 40/46 - 00144 - Rome, Italy

EUROPCAR ON DEMAND CAR SHARING RATES, PENALTIES AND COVERAGE ATTACHED

Rental Rates

All prices are inclusive of VAT.

- No monthly subscription fee
- Fuel card included
- Basic insurance included
- Minimum 4-hour reservation (*)
- Advance booking up to 30 days allowed
- Free cancellation up to 4 hours before the start of the booking

1. Hourly Rate - Car Sharing

The hourly rate applied for the rental will be equal to the amount indicated via the WebApp or App during the booking process and may vary depending on the vehicle category, duration, and period selected by the customer. The kilometers included in the hourly rate and the cost of exceeding kilometers will be specified during the booking process. It is possible to obtain a rental quote through the quoting tool available on the [website](#).

2. Daily rate - Long Distance

The daily rate applied for the rental will be equal to the amount indicated via the WebApp or App during the booking process and may vary depending on the vehicle category, duration, and period selected by the customer. The cost of kilometers traveled during the rental will be specified during the booking process. It is possible to obtain a rental quote through the quoting tool available on the [website](#).

Penalties And Charges

1. Penalties

Description		Amounts (VAT exempt Art.15 Presidential Decree 633/72)
Reservation	Rental terminated late without notice	0.14 per minute over 10 minutes
Loss of ancillary equipment	Fuel card	€ 100
	Parking access card	€ 100
	Key	€ 317,20
	Electric charging cable	€ 500
	Loss or damage of Optional Add-ons (pet carrier, child seat, ski rack, bike rack)	€ 250
Dirty vehicle	Waste/smoke/animal hair	€ 25
Refueling	Fuel level less than 25%.	€ 25
	Refueling by private vehicle	€ 250 + supply cost
	Refueling with incorrect fuel	€ 300 excluding mechanical damage
	Failure to recharge an electric vehicle	€ 25

Description		Amounts (VAT exempt Presidential Decree 633/72) Art.15
Returning the vehicle incorrectly	Reservation completed incorrectly	€ 25 + hourly cost
	Vehicle release with doors/windows open/lights on	€ 50
The vehicle emerged from the stall (The customer who leaves the vehicle outside the parking spot is responsible for the vehicle for the next 24 hours or until the next rental)	Vehicle released outside the parking area or in an illegal or irregular manner	€ 50 + removal cost
	Vehicle issued in a private surface or underground parking lot	€ 100 + parking fee
	Release of vehicle outside the area.	€ 100 + recovery cost
Account	Transfer of the account to a third party	€ 500
Illicit conduct	Driving while intoxicated or under the influence of drugs	€ 500
Misuse	Use of the service for carrying out abusive activities (cab service or transportation of goods for third parties)	€ 500

2. Charges

Description		Amounts (including VAT)
Reservation	Uncancelled reservation and failure to pick up vehicle	100% of the reservation cost
	Reservation canceled or changed less than 4 hours before departure	50% of unused hours
	Booking through Customer Service	€ 2
Administrative Sanctions	Fee for the cost of handling and assisting with administrative sanctions (fines/failure to pay tolls)	€ 25 (not applicable for consumer customers)
Refueling	Service provided as a result of running out of Fuel during rental	€ 25 + fuel cost
Claims Practice Management Service	Cost of handling the claims file	€ 75

Reimbursements And Additional Services

Description		Amounts (including VAT)
Reservation	Rental ended early	Refund of 50% of unused hours (after changing the release time from the app). For more details see T&C article 5.3.1.
Cab	In case of unavailability of the booked vehicle and absence of replacement vehicles in the neighborhood parking areas	Refund to the customer up to € 25
Additional options	Pet carrier, child seat, ski rack, bike rack on request to Customer Service 48 hours before booking.	€ 45 per rental

Insurance Coverage And Limitation Of Liability

Insurance and Coverages Included

RCA	Not less than €10,000,000.00 per claim
Driver Accident (PAI)	€ 50.000,00
Limitation of liability for damage caused by the customer to the rented vehicle	In case of damage to the rented vehicle, provided that the contractual and Highway Code provisions have been complied with, an amount up to the maximum value of € 500 will be charged
Limitation of liability for fire and theft	In case of theft (including partial theft) or fire of the rented vehicle, provided that the contractual and Highway Code provisions have been complied with, an amount up to the maximum value indicated for the different categories will be charged: <ul style="list-style-type: none"> ● SMALL: € 1.000 ● CITY: € 1.500 ● PREMIUM/ECO: € 2.500 ● CARGO: € 3.500

Limitations Of Liability Optional Damage

Upon payment of a specific fee, varying according to the selected tariff, as better indicated in the following table, the Customer has the possibility to reduce (not to zero) its liability in case of damages to the Vehicle from Euro 500.00 to Euro 250.00

Hourly Rate - Car Sharing	A charge equal to 30% of the hourly rate will be applied - Car Sharing
Daily rate - Long distance	A charge of €11,50 per day will be applied
Annual	An annual fee, paid in a lump sum, of € 99 to reduce the deductible for all bookings made in the following 12 months from the time of subscription

It should be noted that these limitations do not apply in case of non-compliance with the contractual provisions and the Highway Code

TO ANYONE WHO MIGHT BE INTERESTED



Milano, 01/01/2024

DICHIARAZIONE RELATIVA ALLA COPERTURA ASSICURATIVA CON CONTRAENZA EUROPCAR ITALIA SPA

Con la presente si dichiara che la Spettabile Europcar Italia S.p.A – Piazzale dell'Industria, 40/46 00144 Roma – ha stipulato presso la scrivente Compagnia una polizza di assicurazione per la Responsabilità Civile Autoveicoli dell'Azienda avente le seguenti caratteristiche.

COMPAGNIA DI ASSICURAZIONE:	BENE Assicurazioni S.p.A SB
NUMERO POLIZZA:	10079853000001
ASSICURATO:	Europcar Italia S.p.A
RISCHI ASSICURATI:	Responsabilità Civile Auto – danni involontariamente cagionati a terzi (Art. 129 del Codice delle Assicurazioni Private).Danni causati dalla circolazione dei veicoli aeroportuali esclusivamente per veicoli preautorizzati.
PERIODO DI COPERTURA:	Dalle ore 24:00 del 31/12/2023 Alle ore 24:00 del 31/12/2024
MASSIMALI ASSICURATI:	Non inferiore a €10.000.000,00 per sinistro

Cordiali saluti

Bene Assicurazioni S.p.A. SB

L'amministratore Delegato

Dott.  Andrea Sabia

Bene Assicurazioni S.p.A

W: www.bene.it – M: info@bene.it – Pec: beneassicurazioni@legalmail.it – T: 02.892973 – F: 02.89354715 Servizio Clienti – M: clienti@bene.it – T: 800 615398 (Dall'estero +39 02 892973333)

Sede Legale e Direzione: via Dei Valtorta 48, 20127 Milano - Capitale sociale 21.000.000 euro i.v. - CF e P.IVA n. 09599100964 Impresa autorizzata all'esercizio dell'attività assicurativa con Provvedimento IVASS n.0237415 del 21/12/2016 - Numero iscrizione Albo imprese di assicurazione n.1.00180 - Società soggetta all'attività di direzione e di coordinamento da parte di Bene Holding SpA, appartenente al Gruppo assicurativo Bene - Numero iscrizione Albo gruppi assicurativi n. 054