

# CAR SHARING MOBILITY SERVICES ITALY, s.r.l.

## TERMS AND CONDITIONS OF THE MONTHLY SUBSCRIPTION SERVICE " PLAN BASIC "

Valid from 22 April 2024

We hereby inform all users of the monthly subscription service that the service provider is CAR SHARING MOBILITY SERVICES ITALY, s.r.l. (company under the direction and coordination of Car Sharing Mobility Services, S.L), having its registered office in Via Guido Capelli 12, Milano (MI) 20126, with 10,000 € share capital and registered at Camera di Commercio di Milano Monza Brianza Lodi under number MI-2650859, Fiscal Code 12278290965, VAT number 12278290965 and e-mail address: [ciao@zity.eco](mailto:ciao@zity.eco) (hereinafter, the "Service Provider").

Hereinafter, capitalized terms that are not the beginning of a sentence or proper nouns shall have the meaning attributed to them in section 1.

The Service Provider offers a monthly subscription service that provides Users with a discount on the carsharing car rental service by the minute, hour or day, consisting of the first 5 (five) minutes free of charge. For the rules for the use and provision of the carsharing service you should refer to the Carsharing Terms and Conditions available on the Website.

Your access to and use of the Service is conditional upon your acceptance of and compliance with these Terms and Conditions. These Terms apply to all users of the Service. Users, by accessing, downloading or using the Application and/or the Service, acknowledge that they have read, understood and accepted these Terms and Conditions. It is also necessary for the User to accept the Terms and Conditions and the Platform's privacy policy in order to access the Service from the Application.

### 1. DEFINITIONS

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"Application" means the smartphone or equivalent mobile device application, owned by the Platform Provider or, where applicable, by the Platform Provider's suppliers or licensors, through which the Platform Provider enables the User to contact the Enterprise Mobility Service Providers offering its Mobility Services. For more information on the technical availability, compatibility and interoperability of the Application, please refer to the content of the Website.

"Pricing Policy" means the Vehicle Lessor's pricing policy for the use of the Vehicle Leasing Service, applicable at the time an Individual Lease Agreement is concluded with the User. If, as a result of Vehicle Rental Services being offered in two or more different Metropolises, there is more than one

Vehicle Rental Service Area, each Vehicle Rental Service Area may have its own rates, penalties and surcharges.

"Service Provider" is CAR SHARING MOBILITY SERVICES ITALY, s.r.l., whose identification details are set out in the first paragraph of this document.

"Vehicle Rental Service" means the reservation and rental service of Vehicles without a driver by minutes, hours or days for Users, provided by the Vehicle Rental Company and subject to the availability of the Vehicles. The term Vehicle Rental Service includes such other services ancillary or related to the rental, whether optional for the User or not, as may be offered by the Vehicle Lessor to enhance the User's experience or the features of the rental.

"Customer Service" means the support service to Users provided by the Service Provider by telephone or remote tools in connection with the Service.

"Website" means the website [www.zity.eco](http://www.zity.eco).

"Vehicle Lease Terms and Conditions" means the relevant set of terms and conditions established by each Adhering Leasing Company governing the Vehicle Leasing Services and which shall supplement the Individual Lease Agreements for each Vehicle of that Adhering Leasing Company.

"Platform Terms and Conditions" means the set of terms and conditions established by the Platform Provider, to be entered into between the Platform Provider and each User, which shall govern the Platform Services provided to Users, as amended from time to time.

"User" means a natural person who has successfully registered and/or logged in to the Application and who has entered into the Service subscription plan".

"Service Area" means territory around a Metropolis, belonging to one or more municipalities within the boundaries of which the Vehicle Lessor is permitted to start or terminate its Lease Service. On the date of entry into force of these Terms and Conditions, the Service Area is centered on the Metropolis of Milan and includes part of the municipality of Milan (Italy) and some areas close to that municipality. The Car Rental Company may change the extent of the Service Area at any time. The exact extent at any given time can be consulted on the Application or the Website. If at any time the Car Rental Company offers its services in more than one Metropolis, each Metropolis will be considered to have its own Service Area independent of each other.

## **2. PURPOSE**

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The purpose of these Terms and Conditions is to establish the conditions of the monthly subscription Service "Basic Plan" (the "Service"), by virtue of which the User who contracts a subscription plan is entitled to enjoy a discount, consisting of the free enjoyment of the first 5 (five) minutes in each Car Rental Service (Driving or StandBy), within the Service Area of choice.

For all matters not provided for in these Terms and Conditions, the terms and conditions of the Car Rental Service and the Pricing Policy shall apply.

## **3. INSTRUCTIONS FOR HIRING AND USING THE SERVICE**

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To access the Service it is necessary for the User to be registered in the Application. The conditions and requirements for registration are governed by the Platform Terms and Conditions, notwithstanding that, if necessary to verify that the requirements for the provision of the Vehicle Rental Services to which the benefits of the monthly subscription Service apply are met, the User may be required to provide additional information or documentation to that contained in their previous registration.

Once the User has registered, in order to start enjoying the Service it is necessary to log in to the Website or the Application, access the "Subscriptions" section of the Application Menu, select one of the plans and formalize the subscription by means of a valid means of payment (payment by means of the User's balance in the Application being excluded). Before the User completes his/her booking, the selected subscription plan will be displayed in a booking summary for review. It is not possible to subscribe to more than one subscription plan (Basic Plan, Standard Plan or Premium Plan) at the same time. Once the booking conditions have been accepted, the Service Provider will send a confirmation of the Service order to the User's e-mail address.

From the moment the Service contract is formalized, the User will be able to enjoy the Vehicle Rental Service free of charge for the first 5 (five) minutes within the corresponding Service Area. The User who contracts the Service in a specific Service Area will not be able to enjoy the benefits in other Service Areas where he/she has not individually contracted the subscription.

Once the number of minutes covered by the Service has been exceeded, the corresponding rates will be applied in accordance with the prices and conditions established in the Terms and Conditions of the Car Rental Company.

#### 4. SERVICE PRICES, EXCLUSIONS AND INCOMPATIBILITY WITH OTHER DISCOUNTS

The prices of the Service and the number of minutes of enjoyment of the Car Rental Service offered free of charge will be those that appear in the Application at the time the subscription is formalized. Such prices and benefits will always be updated on the Application.

The discount will not affect the different surcharges or extras that may be applicable to each Vehicle Leasing Service (by area, hour, age, Protection Plus Service, etc.) for which the Pricing Policy will apply.

The subscription is incompatible with Car Rental Services that benefit from a Flat Rate (4h, 8h, 24h, etc.). Car Rental Services for which the Flat Rate is applicable will not benefit from the first minutes free of charge.

#### 5. DURATION OF SUBSCRIPTION AND AUTOMATIC RENEWAL

The subscription to the Service shall have a minimum duration of one month, counting from the date of formalization. Each subscription will be automatically renewed for an additional month after the end of the corresponding month, which will be notified to the User by means of the e-mail address provided, unless the User communicates in writing to the e-mail address [ciao@zity.eco](mailto:ciao@zity.eco), at least 14 days prior to the end of the current month, his/her wish not to renew the Service.

Likewise, the User may cancel the subscription using the Cancel Subscription function that appears in the Subscription contracted within the Subscriptions Menu of the Application.

Once the cancellation of the subscription has been communicated in due time and form, the User will be able to enjoy the benefits of the Service until the end of the current month, at which time the subscription contract will be considered to be terminated for all purposes.

The subscription to the Service may also be terminated: (i) automatically if at the time of the monthly renewal there is a failure with the means of payment designated by the User that makes it impossible to pay for the Service; or (ii) due to misuse by the User, such as making very short trips repeated over time, professional or transport use, or any use that indicates fraudulent use of the Service.

## 6. RIGHT OF WITHDRAWAL

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The User accepts that, once the contract has been signed and, therefore, the execution of the Service has begun, in accordance with the Consumer Code, he/she will not have the right to withdraw from the contract within 14 days from the date of formalization of the subscription to the Service.

## 7. GUARANTEES

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When the Service purchased presents a lack of conformity because it does not correspond to the characteristics offered or has defects that prevent its normal use in accordance with its nature, or does not offer the services described for it, the User will be entitled to the restoration of the good or service purchased, in accordance with the applicable legislation, without prejudice to the Service Provider's powers to verify the veracity of the defects, their origin and the time of their appearance.

In any case, the User must contact the Service Provider within a maximum period of two months from the discovery of the defect and must inform the Service Provider of the nature of the problem, the time and the conditions of its appearance.

## 8. MODIFICATIONS

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The Service Provider expressly reserves the right to modify these Terms and Conditions. The User's continued use of the Service means that he/she acknowledges and accepts such modifications, notwithstanding the fact that the modifications to the Terms and Conditions will be communicated to the User in advance by e-mail. The changes shall be deemed accepted if the User does not withdraw from the contractual relationship by objecting to the changes during the thirty (30) calendar days following notification of the new Terms and Conditions. If applicable, the withdrawal must be communicated in writing and unequivocally to the Service Provider. To this effect, any modification of the Terms and Conditions that consists solely of updating identification, contact or similar data, or the correction of typographical errors or misprints shall not require prior notice before coming into force and shall not grant Users any right of withdrawal.

The prices and rates linked to the Service shall be those in force at the time the Service is subscribed to by the User, as stipulated in the Terms and Conditions and the information shown to the User on the display of the Application.

## 9. INTELLECTUAL PROPERTY

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The use of the Service by the User does not confer any rights over the industrial or intellectual property of the Vehicle Rental Company or third parties, and the User undertakes to respect each and every one of the industrial and intellectual property rights, including, but not limited to: trademarks, logos, domain names or other industrial or intellectual property rights owned by the Service Provider or third parties.

It is expressly forbidden for the User to carry out any reproduction, distribution, public communication or other forms of publication, transformation and, in general, any other form of exploitation of the content or material that can be accessed through the Service, either in whole or in part, unless expressly authorized in writing by the owner of said elements.

## 10. PRIVACY AND COOKIES POLICY

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The Privacy and Cookies Policy is set out in the Privacy and Cookies Policy document, which is available on the Website.

## 11. CUSTOMER SERVICE

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To contact the Customer Service, the User may contact the Service Provider via the notification details provided in the first paragraph of these Terms and Conditions.

## 12. NOTIFICATIONS

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The Service Provider may notify the User via the Application, or by text message or e-mail to the mobile phone number or address provided by the User when registering in the Application, without prejudice to any other legally admissible means.

## 13. MEDIATION

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The Service Provider informs the User that if the User has the status of consumer under the applicable law in accordance with Article 14 of Regulation (EU) 524/2013, the European Commission has set up a platform for online dispute resolution (also known by its acronym, ODR) that facilitates the extrajudicial and independent resolution of disputes between consumers and professionals in the European Union. This platform can be accessed at the following link:

<https://webgate.ec.europa.eu/odr/>. The User shall have the right, but not the obligation, to submit here any dispute with the Service Provider in relation to the Terms and Conditions of the monthly subscription Service. From the aforementioned link, the User will have access to the list of online dispute resolution bodies, will find the link to their website and will be able to activate an online dispute resolution procedure. The e-mail address of the Service Provider for the purposes of sending the notification of the alternative dispute resolution process is [ciao@zity.eco](mailto:ciao@zity.eco). The User is informed that the Service Provider is not obliged to participate in or accept such resolution procedure.

## 14. APPLICABLE LAW AND JURISDICTION

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These Monthly Subscription Service Terms and Conditions shall be governed in each and every respect by ordinary Italian law.

Any disputes that may arise in relation to the Service or these Monthly Subscription Service Terms and Conditions shall be subject to the exclusive jurisdiction of the courts and tribunals of the city of Milan (Italy). However, if the User is a consumer in accordance with the general law for the defense of consumers and users and other complementary laws, then for disputes relating to the Service or these Terms and Conditions of the monthly subscription Service, the competent courts and tribunals shall be the following:

- (i) if the action or claim is brought by the User, the courts and tribunals of the User's place of residence, provided that the residence is within Italian territory, or at the User's discretion, the courts and tribunals of the city of Milan (Italy).
- (ii) if the action or claim is brought by the Service Provider, the courts and tribunals of the User's place of residence or in the event that the residence is not within Italian territory or is unknown to the Service Provider, the courts and tribunals of the city of Milan (Italy).