

CAR SHARING MOBILITY SERVICES ITALY

CAR RENTAL TERMS AND CONDITIONS

Valid since 26 April 2022

In compliance with the provisions of the Consumer Code (Part III, Title III, Chapter I “Consumers’ rights for contracts”), we hereby inform all users of the Car Rental Services governed by these Terms and Conditions that the provider of the services 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 Monte Abetone 5, 20021 - Baranzate (Milano), and registered at Camera di Commercio di Milano Monza Brianza Lodi under number MI-2650859, Fiscal Code 12278290965, VAT number 12278290965, e-mail address: ciao@zity.eco and phone number: +39 0294458181 (the “**CAR LESSOR**”).

Full copy of the present terms and conditions documents as from time to time in force is available in the following website address www.zity.eco by clicking in “Terms and Conditions” (at the bottom of the main page) and then in “Italy Terms and Conditions”.

Upon acceptance of these Terms and Conditions, the User will receive an e-mail to the e-mail address of registration with a confirmation that he has entered into the agreement under this terms and conditions and providing with access, on a durable medium, to the Terms and Conditions accepted by the User. The CAR LESSOR will keep record of the User having accepted these Car Lessor Terms and Conditions. These Terms and Conditions are provided in both Italian and English language; in case of discrepancy between the English and the Italian version, the Italian version shall prevail.

Through the Application, the CAR LESSOR offers the Users access to a rental service by minutes, hours or days for carsharing Vehicles within the service area defined by CAR LESSOR, subject to availability of the Vehicles and also may offer other services ancillary or connected to the car rental in order to enhance the User’s experience in the field of mobility (the “**Car Rental Service**”). The area at any given time where the CAR LESSOR provides the Car Rental Services can be consulted in the Application.

To have access to the Application, and therefore to the Car Rental Services rendered by the CAR LESSOR, User shall always have accepted and abide the Platform Terms and Conditions and the Platform privacy policy. No Car Rental Service of the Car Lessor can be contracted by a User without previously accepting the Platform Terms and Conditions, the Platform privacy policy, these Car Rental Terms and Conditions and the Car Lessor Privacy Policy.

User is informed that the Application also gives access to car rental services outside the Service Area of the CAR LESSOR, which are offered and provided by other Platform’s Adhered Car Lessors different from the CAR LESSOR. **The CAR LESSOR does not provide, nor is a party, nor a guarantor of such car rental services, nor the individual rental agreements entered between the User and other Platform’s Adhered Car Lessors which are not the CAR LESSOR.**

1. DEFINITIONS

- 1.1. “Application”** is a smartphone or similar smart mobile device application, owned by Platform Provider or, as the case may be, by Platform Provider’s suppliers or licensors, which serves, among other things, as a means to register as Users and accept the Platform Terms and Conditions and acquire the so called “Saving Packs” and, if applicable to accept any of the Car Rental Terms and Conditions (including but not limited the present Car Rental Terms and Conditions of the Car Lessor) and access to reserve and rent Vehicles of any **Platform’s** Adhered Car Lessor, including but not limited to the CAR LESSOR. For further information on the technical availability and operation of the Application, see the Website.
- 1.2. “Service Area”** is the area within one or more municipalities in the limits of which the car rental services may start and end. The Service Areas in the municipalities where the relevant **Platform’s** Adhered Car Lessor operates may be viewed, with their current characteristics, on the Website and on the Application. Within the Service Area the User may only end the rental if the Vehicle is parked in accordance with those relevant Car Rental Terms and Conditions and the individual rental agreement (including the Car Rental Term and Conditions of the Car Lessor and Individual Rental Agreements with the CAR LESSOR) concerned. Provided a **Platform’s** Adhered Car Lessor offers its services in more than one metropoly, in individual rental agreements each metropoly shall be deemed have its own standalone and separate Service Area. CAR LESSOR may change the Service Areas from time to time.
- 1.3. “Car Lessor Service Area”** is the Service Area or Service Areas where the CAR LESSOR provides its Car Rental Service and that can be at any time consulted in the Application.
- 1.4. “Platform Provider”** means Car Sharing Mobility Services, S.L., a Spanish limited liability company, having its registered office in Madrid, at calle Francisco Sancha 42-44 28034-Madrid (Spain), holding employer identification number B87908513, with phone number: 0034 91 150 11 18 and email address: hola@zity.eco, and registered at Madrid Commercial Registry, in volume 3694, sheet 163, section 8, page M-655525.
- 1.5. “Privacy Policy”** means the privacy policy of the CAR LESSOR applicable to Users in connection to any data collected as provider of the Car Rental Services, or when entering into, performing and/or managing any incidence in connection with the Individual Rental Agreements, as it may change from time to time. A copy of the Privacy Policy from time to time in force may be at any time consulted by [Privacy Policy](#).
- 1.6. “Pricing Policy”** means the CAR LESSOR’s pricing and rate policy for use of the service and which will be applicable from time to time to each Individual Rental Agreement signed by the User. In particular, the Pricing Policy in force at the time of acceptance of these Car Rental Terms and Conditions of the Car Lessor is attached to this document (**Annex I**). In any case, the User may at any time consult the Pricing Policy in force from time to time for each Service Area by clicking on the following link [Pricing Policy](#).
- 1.7. “Password”** means the password needed to access and use the Car Rental Services for the registered User on the Application.

- 1.8. “Saving Packs”** refers to the electronic vouchers or packs sold by the Platform Provider, for a given price and that once acquired, will provide the User with an alphanumeric code representing a given balance in Euros recognized for that User’s account. The balance so recognized will be applicable towards the price of Car Rental Service and/or the car rental services of any Platform’s Adhered Car Lessor and shall have an expiration date after which it shall not longer be usable. The price of the Individual Rental Agreement and/or the individual rental agreements of any Platform’s Adhered Car Lessor shall be charged by default to the outstanding balance corresponding to a single Saving Pack, until such balance is completely exhausted. The amount in money of the balance allocated to each alphanumeric code might be above the price paid for its correspondent electronic voucher or pack.
- 1.9. “Car Rental Support Service”** means the support service to Users provided over the phone or via remote tools by the CAR LESSOR in connection to the Car Rental Services. In certain circumstances, such as break down, accident, or depletion of the battery; the CAR LESSOR may at its discretion offer face-to-face support service to Users.
- 1.10. “Platform Services”** means the provision of the Application by the Platform Provider, the registration, creation of and access to a user account by the User, and certain information services regarding the Application and the available Platform’s Adhered Car Lessors.
- 1.11. “Car Rental Service”** means the Vehicle reservation and rental service without a driver by minutes, hours or days, for Users, provided by the CAR LESSOR subject to availability of the Vehicles and to the signing by the User of the relevant Individual Rental Agreement, in accordance with the Platform Terms and Conditions and the Car Rental Terms and Conditions of the Car Lessor. In this document car rental services offered and/or rendered by other Platform’s Adhered Car Lessors different from the CAR LESSOR shall be referred as “car rental services” in minor letters.
- 1.12. “Individual Rental Agreement”** means each of the rental agreements the CAR LESSOR signs with the User every time the User requests to use the Car Rental Service through the Application and which govern that particular Vehicle rental. Except as especially provided otherwise in the relevant Individual Rental Agreements, the Car Rental Terms and Conditions of the Car Lessor shall apply to any matters not expressly covered by the Individual Rental Agreement. The Individual Rental Agreement will include the special terms and conditions for each Vehicle rental, including, among others, identification of the rented Vehicle and the price per time unit within the Pricing Policy applicable to the Car Rental Service (not including other charges, costs or indemnifications that apply pursuant to the Pricing Policy but depend on the use of the Vehicle to be made by the User of which the CAR LESSOR is not aware at the time of start of the Car Rental). In particular, the Individual Rental Agreement shall be deemed accepted by the User on confirming a Vehicle reservation. In case of discrepancy between these Car Rental Terms and Conditions of the Car Lessor and the Individual Rental Agreement, this latter shall prevail. In this document individual rental agreements entered by other Platform’s Adhered Car Lessors different from the CAR LESSOR shall be referred as “individual rental agreements” in minor letters.
- 1.13. “Website”** means the website available at <http://www.zity.eco>.
- 1.14. “Platform’s Adhered Car Lessor”** means each of the companies that have entered into an agreement with the Platform Provider in order to offer its car rental services to Users and to enter

into one or more individual rental agreements with the Users by means of using the Application. The CAR LESSOR is a **Platform's** Adhered Car Lessor currently offering the car rental services in some areas of Italy.

- 1.15. "Access Tool"** means the tool used by the User to gain access to the rented Vehicle, consisting of a physical access card or the Application installed on the User's compatible mobile device, which will give access to and start up the rented Vehicle, and allow the User to end the ride and lock the Vehicle.
- 1.16. "Car Rental Terms and Conditions of the Car Lessor"** means the present terms and conditions, as amended from time to time, which constitute the specific car rental Terms and Conditions set forth by the CAR LESSOR.
- 1.17. "Car Rental Terms and Conditions"** means the relevant set of terms and conditions set forth by each Platform's Adhered Car Lessor, that will govern the car rental services and supplement the individual rental agreements of the Vehicles of such Platform's Adhered Car Lessor.
- 1.18. "Platform Terms and Conditions"** means the set of terms and conditions set forth by the Platform Provider, to be entered into by Platform Provider and each User, that will govern the Platform Services rendered to Users and/or the sale of Saving Packs and any amendments that may be made to it from time to time.
- 1.19. "User"** is any individual who, acting as a consumer, uses the Application, the Platform Service or the Car Rental Service under these Terms and Conditions.
- 1.20. "Vehicles"** means the fleet of ground vehicles (which may also not be cars) including of each **Platform's** Adhered Car Lessor, included but not limited to the CAR LESSOR, from time to time available to be rented by Users by signing the relevant individual rental agreement.
- 1.21. "Prohibited Zones"** are areas within one or more municipalities, which irrespective of regulations on parking, it is expressly prohibited to park the Vehicle. The Prohibited Zones may be viewed in red on the Application. The prohibition to park in these areas is cumulative to any other prohibitions, restrictions or obligations set forth in the Car Rental Terms and Conditions of the Car Lessor.

2 PURPOSE

- 2.1.** The purpose of these Terms and Conditions is to provide the rules on the use of the Car Rental Service. However, the contractual relationship created by acceptance of the present Car Rental Term and Conditions of the CAR LESSOR does not oblige the User nor the CAR LESSOR to enter into the Individual Rental Agreements.
- 2.2.** Prior acceptance by the User of the Platform Terms and Conditions and the Platform's privacy policy, is required for accessing to the Car Rental Services through the Application.
- 2.3.** Upon the acceptance of these Terms and Conditions, the User fully accept to abide to:
- i. the provisions of these Car Rental Terms and Conditions of the Car Lessor;
 - ii. the Privacy Policy of the Car Lessor;

- iii. the Pricing Policy of the Car Lessor;
- iv. any Individual Rental Agreement as concluded from time to time with the Car Lessor.

In particular, the Car Rental Terms and Conditions of the Car Lessor govern the Car Rental Service, and except as otherwise provided in the Individual Rental Agreement concerned, use and termination of use of the Vehicles.

- 2.4.** The CAR LESSOR expressly reserves the right to add amendments to the Car Rental Terms and Conditions of the Car Lessor and/or to the characteristics of the Car Rental Service, for justified reasons and in particular for supervening technical, economic or managerial requirements; or for legal/regulatory changes; or changes in regulation interpretation; or for changes to the catalogue of the services offered or the features of the Car Rental Services; or for factual changes (such as changes to address or contact data); or for changes in the insurance policy or conditions; or for changes in payments management; or for changes in the CAR LESSOR operation practices. Any amendments that are made will be notified to the User by email and the restated Car Lessor Terms or Conditions shall be made available to the User. Changes will be deemed approved if the User does not withdraw from these Car Rental Terms and Conditions of the Car Lessor within thirty (30) natural days from notification of the change concerned, a fact the CAR LESSOR will specifically mention when notifying the changes. The use of the Service after the entry into force of the amendments shall in any case imply their acceptance by the User. Updates of the Pricing Policy attached as an Annex to the present Car Rental Term and Conditions of the Car Lessor shall be governed by the paragraph below.
- 2.5.** The CAR LESSOR also expressly reserves the right to add amendments to the Pricing Policy. Any amendments that are made will be notified to the User by email together with the updated Pricing Policy. Changes will be deemed approved if the User does not withdraw from these Car Lessor Terms and Conditions within fifteen (15) natural days from notification of the change concerned, a fact the CAR LESSOR will specifically mention when notifying the changes. The use of the Service after the entry into force of the amendments shall in any case imply their acceptance by the User.
- 2.6.** CAR LESSOR expressly reserves the right to request the User to restate its acceptance to the then current Car Rental Terms and Conditions of the Car Lessor and/or the Pricing Policy, in particular but not limited in the event that the User wants to access the Car Rental Services in more than one Service Area of the CAR LESSOR.

3. USER REGISTRATION

- 3.1.** Use of the Car Rental Service is conditional on the prior registration of the User on the Application or the Website (the latter subject to availability), on the delivery of the relevant documents to the Platform Provider, and on the acceptance of:
 - i. the Platform Terms and Conditions and Privacy Policy;
 - ii. the Car Rental Terms and Conditions of the Car Lessor with the relevant Pricing Policy and Privacy Policy;
 - iii. the Individual Rental Agreement.
- 3.2.** Registration conditions and requisites are governed by the Platform Terms and Conditions.

4. VEHICLE RENTAL PROCESS

4.1. To be able to rent and use a Vehicle under Car Rental Service, the User must:

- i. have first registered as User in the Application;
- ii. has duly and properly furnished to the Platform Provider copies of any document requested by the Platform during the registration process, which might include but are not limited to the User's identity document and driving license for the category corresponding to the type of Vehicle that the User intends to drive, and to keep those documentation updated;
- iii. hold a driving license (for the type of Vehicle that he intends to drive) at least one (1) year old from the date of first issue of the license;
- iv. have chosen a payment method accepted in the Application for the Car Rental Service and have entered the relevant details;
- v. have obtained the validation of the details of payment method stated in item (iv) above by the Platform Provider;
- vi. have downloaded the Application and kept it installed on his or her mobile device compatible with the Application;
- vii. request rental of a Vehicle on the Application, by signing the relevant Individual Rental Agreement;
- viii. carry the valid and in force driving license on his or her person throughout the term of the Vehicle rental, and
- ix. have a valid and activated Access Tool.

4.2. In certain specific cases indicated in the Pricing Policy, including but not limited to the User's non-attainment of a certain age, Users may be subject to a surcharges, in the amounts specifically provided in the applicable Pricing Policy.

4.3. Only fully registered (including validation of the registration by the Platform Provider) Users may rent Vehicles and sign the relevant Individual Rental Agreement. Only Vehicles identified as available when the User intends to rent them may be rented.

4.4. A Vehicle may be reserved for the maximum amount of time specified on the Application and for the price set forth in the Pricing Policy in force at that time. The CAR LESSOR may refuse a reservation if the selected Vehicle is not available to meet the reservation request. A Vehicle reservation will be considered confirmed where the CAR LESSOR so notifies the User on the Application.

4.5. The rental period for a Vehicle will be shown on the Application throughout the ride, in addition to the rates per time unit for the different formats (rates applicable to reservation, if any, driving and stand-by). An itemized summary of the total cost and length of the rental will be sent by email within the 48 hours after the User ends the relevant Individual Rental Agreement.

5. ACCESS AND USE OF THE VEHICLES IN CAR RENTAL

- 5.1.** To use the rented Vehicle Under the Car Rental Service, the User undertakes and agrees to:
- i. Before starting to drive, examine the condition of the Vehicle to check for defects, visible damage or a serious state of uncleanliness, and inform the CAR LESSOR of such circumstances through the Application or through the established means of communication. In the event of severe damage or uncleanliness, the User shall contact the Car Rental Support Service to notify of the nature and severity of the defect, damage and/or uncleanliness. The User shall provide the relevant information in a true and complete manner. The CAR LESSOR may prohibit use of the Vehicle if there might be a risk to driving safety.
 - ii. Check that the Vehicle has no evident defect or damages that may create or result in a risk to the driver, passengers, the Vehicle or third-party from the use of the Vehicle in that condition, as well as check that the vehicle's battery life is enough to complete the trip plus 10kms.
- 5.2.** Use of a Vehicle shall be considered to have commenced when, after the relevant Individual Rental Agreement has been entered, the User requests access to it on the Access Tool and the Vehicle's on-board computer identifies the User and opens the Vehicle's centralized locking system.
- 5.3.** The User shall report the loss or destruction of its Password or Access Tool (including but not limited to the loss of the smartphone in which it has installed the App) to the CAR LESSOR without unjustified delay through the Car Rental Support Service to allow blocking that Access Tool and prevent its misuse. User agrees that CAR LESSOR may provide this information to the Platform Provider and the latter may use it to block the affected Access Tool in connection with the car rental services of any other Platform's Adhered Car Lessor that may use such Access Tool. The User will be informed by email that the Access Tool has been blocked.
- 5.4.** The usage time of the rented Vehicle shall start at the moment when the Vehicle is unblocked by using the Access Tool and shall end when the User returns the Vehicle as required in accordance with these Car Lessor Terms and Conditions. The amounts and rates stipulated in the Pricing Policy applicable to the Individual Rental Agreement in question will apply at all times.

6. END OF THE RENTAL OF A VEHICLE

- 6.1.** At the end of each Individual Rental Agreement, the User shall:
- i. park the Vehicle as required within the same Car Lessor Service Area where the Individual Rental Agreement was started, and park the Vehicle correctly in compliance with the provisions of the Legislative Decree n. 285/1992 ("Nuovo codice della strada"), the Presidential Decree n. 495/1992 ("Regolamento di esecuzione ed attuazione del nuovo codice della strada") and any other applicable regulation, whether local or not, on circulation, driving, park or in general use of the Vehicles. Any breach of traffic rules and regulations or of the prohibitions imposed by the owner of the parking area concerned shall be at the cost of the User. For the foregoing purposes, the User shall not park the Vehicle in parking facilities (such as garages, yards, among others) where use or access to the premises and Vehicle may result to

price, timing or other similar restrictions or burdens for the CAR LESSOR or another User who wants to use the Vehicle or where the Vehicle is not accessible for anyone at any time. This prohibition shall also apply to parking by customers of shopping malls, supermarkets, restaurants, among others. Nor may the Vehicle be parked in areas with parking restrictions on certain days or at certain times (loading and unloading areas, areas reserved for parking authorized vehicles, etc.) or areas in which restricted times or temporary restrictions for parking have been imposed, by reason of an event, for example. If the User finishes the rental in a pay per use parking, he will have to pay the cost of the parking until the removal of the vehicle from it, with the exception of the parking lots for which the Pricing Policy provides a specific charge or cost. In this case the user must comply with the rules of use of those specific parking lots service, and the user must pay the corresponding amount as set in the Pricing Policy in force;

- ii. return the Vehicle with a minimum amount of autonomy, as indicated on the Vehicle screen, of 10 kilometers;
 - iii. ensure that the engine is off, hand break is on, that all doors and windows have been closed properly, and all lights have been switched off;
 - iv. ensure that none of the User's personal belongings have been left in the Vehicle and that it is clean and in a good condition; and
 - v. ensure the vehicle is not parked in a Prohibited Zone.
- 6.2.** User is informed that end of the Individual Rental Agreement will require the User's smartphone or similar device to have signal and data connection. Hence User will not be able to be terminate Individual Rental Agreement in areas without phone and data signal and, in that event shall reposition the Vehicle before terminating the Individual Rental Agreement.
- 6.3.** Once the Vehicle has been parked, the User and every passenger must leave the Vehicle, check that no personal belongings have been left inside, and then end the rental process using the Access Tool. Once the Vehicle confirms end of the rental by blocking the central locking system, the rental will have ended effectively. If the User leaves the Vehicle before the rental process has ended, the rental will remain in force at the User's cost. Should the User meet problems to end the rental as provided herein it should act accordingly to the paragraph below.
- 6.4.** If the rental cannot be ended for any reason, the User shall notify this to the CAR LESSOR without delay and stay by the Vehicle until the CAR LESSOR has taken a decision over how to proceed. Any additional rental expenses will be borne by the User, if the cause of not being able to end the rental is attributable to him or her. Otherwise, CAR LESSOR shall refund to the User any additional rental amount which may have been applied.
- 6.5.** CAR LESSOR may, but is not obliged to, terminate Individual Rental Agreements of Vehicles without the consent of the User, provided the Vehicle has been parked for a prolonged time within the Service Area and, acting reasonably and in good faith, CAR LESSOR has motives to believe the User has forgotten to finalize the Individual Rental Agreement in the App.

7. PAYMENT, PRICES AND PENALTIES

- 7.1.** The User shall pay the prices associated with the applicable rate to the rental of the Vehicle as well as any other charges, surcharges, penalties or costs, in accordance with the Pricing Policy, that, the User, with the acceptance of these Terms and Conditions, declares to have read and fully accepts it. The applicable rate of use per time unit shall be shown to the User on the Application before the Vehicle reservation process has been completed (not including cost, charges, surcharges or penalties related to incidents suffered or places where the User decides to drive or park the Vehicle which the CAR LESSOR is unable to foresee at the start of the car rental and which will be applied in accordance with the Pricing Policy). The prices are final prices per time unit inclusive of the statutory VAT charge. Upon prolonged use the User might benefit from specific hourly or daily tariff as provided in the applicable Pricing Policy.
- 7.2.** The rates applicable to the Car Rental Service will be charged by the CAR LESSOR (or by the Platform Provider, in the name and on behalf of the CAR LESSOR), through the payment method supplied by the User in the Application, automatically once the Individual Rental Agreement has ended, as follows:
- i. provided the User has any outstanding balance in its User's account, the amount of price of the Individual Rental Agreement shall be first applied towards that outstanding balance corresponding to redemption of the Saving Pack with earlier expiration date and the excess, if any, as provided in item two below,
 - ii. provided either the User has (x) exhausted the balance in his User's account corresponding the single Saving Pack with the earlier expiration date or (y) has not outstanding balance at all in his User's account; the abovementioned excess of the price shall be debited by the CAR LESSOR (or by the Platform Provider in the name and on behalf of the CAR LESSOR) on the payment method supplied by the User on his profile data. In this regard, User is informed that the Application will not allow balance originated from the redemption of two or more Saving Packs to be aggregated for the payment of the same Individual Rental Agreement (only the outstanding balance from the Saving Pack with earlier expiration date will be used towards payment). Even if two or more Saving Packs have the same expiration use date, only the outstanding balance corresponding to one of them will be applied towards payment of an Individual Rental Agreement. Balance recognized in the User's account for redemption of other Saving Packs will not be applied towards payment of the price of that Individual Rental Agreement but could still be used, until its specific expiration date, towards payment of future Car Rental Services rendered to the User.
- 7.3.** The User shall ensure that the payment method used has enough balance. If the User does not have enough balance to meet a charge by the CAR LESSOR, the User shall pay to the CAR LESSOR the claiming fee provided for by the Pricing Policy in force. By producing its payment details as payment method, including but not limited to credit or debit card details, User authorizes CAR LESSOR (and the Platform Provider in the name and on behalf of the CAR LESSOR) to collect payments from such payment method for any concept included in the applicable Pricing Policy or resulting from the CAR LESSOR Term and Conditions and/or the Individual Rental Agreement.

- 7.4.** The CAR LESSOR (or the Platform Provider in the name and on behalf of the CAR LESSOR) shall be entitled to request pre-authorization to charge the rental from the credit institution associated with the payment method furnished by the User. That pre-authorization shall not under any circumstances mean the actual charge has been made for the rental in question, which shall only be done after that rental has ended.
- 7.5.** Even if more than one payment method has been provided by the User in the Platform, CAR LESSOR will always use the payment method chosen as default payment method by the User.
- 7.6.** The rates and cancellation costs, the amounts for any penalty and surcharge are always available in the Pricing Policy and are subject to potential amendments (see Section 2.5). It is in any case recommended that the User reads the Pricing Policy on a regular basis and especially before the conclusion of each Individual Rental Agreement in order to be informed of the applicable rates from time to time.
- 7.7.** Additionally, all offers and discounts, and their conditions of use, will be available on the Website and, as the case may be, on the Application. The CAR LESSOR reserves the right to restrict the use and recover the amounts saved in offers, invitations and discounts if Users make inappropriate, unlawful or unfair use of them. It is absolutely forbidden for a User to create more than one User accounts or share a payment method with other Users for any purpose whatsoever, including to benefit unduly from discounts and invitations or from free or promotional offers of Saving Packs. The exceptions for a given User having more than one account are provided in the Platform Terms and Conditions

8. INCIDENT HANDLING IN USE OF THE CAR RENTAL SERVICE

- 8.1.** The User shall inform the CAR LESSOR of any accident, damage and defects arising during use of the Vehicle without undue delay. Furthermore, the User shall ensure that, provided any accident involving the Vehicle driven by the User results or may reasonably have resulted in personal damage or risk to traffic, such accident is notified and recorded by the police. If the police refuse to record the details of an accident, the User shall inform the CAR LESSOR of this fact without undue delay and furnish the relevant items of evidence, if any. In any such circumstance, the User shall consult the CAR LESSOR about how to proceed and follow the instructions that will be given by the CAR LESSOR's Car Rental Support Service. This shall apply regardless of whether the accident was caused by the User or by a third party. The User shall only leave the scene of the accident after:
- i. the details of the accident have been recorded in the CID or, if applicable pursuant to the paragraph above, by the police; or, where this is not possible after the CAR LESSOR's Car Rental Support Service has been informed in this respect in accordance with this clause;
 - ii. measures have been taken to preserve items of evidence and reduce the damage in coordination with the CAR LESSOR; and
 - iii. the Vehicle has been delivered to a tow services company, has been left safely in coordination with the CAR LESSOR, or has been removed from the public way by the User.
- 8.2.** Regardless of whether an accident was caused by the User or by a third party, the User shall contact the Car Rental Support Service within a maximum term of forty-eight (48) hours to

inform of the accident and provide without undue delay any related information as may be reasonably requested by the Car Rental Support Service. If the CAR LESSOR fails to be contacted by User within this period, the insurance company may not be able to settle the claim. In such a case, whenever the CAR LESSOR is required to repair or cover the cost of the relevant damage related to any incident involving the User, the CAR LESSOR shall charge to the User the cost of repairing the damage caused.

- 8.3.** When the CAR LESSOR so requests, the User shall specify the exact location of the Vehicle and allow its inspection by the CAR LESSOR.
- 8.4.** The CAR LESSOR is entitled to receive any indemnification that is paid in relation to the damage caused to the Vehicle. If the User has received that amount it shall transfer it to the CAR LESSOR.

9. INVOICING

The User expressly agrees to receive a simplified version of the electronic invoice (*coppia di cortesia della fattura elettronica*) for the Vehicle Rental Service at the email address provided by the User. The electronic invoice is understood to be issued in the xml format transmitted in the manner and terms set out in Instruction No. 89757/2018 of 30 April 2018 of the Director of the Italian Inland Revenue (*Agenzia delle Entrate*). The document is made available to the User by the Sdl in its reserved area of the Italian Inland Revenue (*Agenzia delle Entrate*) website.

10. GENERAL OBLIGATIONS AND PROHIBITIONS FOR THE USER

10.1. The User shall:

- i. on long journeys check the liquids needed to run the engine and check the tire pressure periodically, and, if necessary, make the necessary adjustments, in order to ensure that the Vehicle is only used when it is in a condition that ensures operating and road safety;
- ii. treat the Vehicle with care and diligence, especially by complying with the manufacturer's operating manual, and the running requirements and maximum revolutions per minute and speed;
- iii. comply with all the statutory requirements in relation to operation and use of the Vehicle, in particular with the provisions of the Legislative Decree n. 285/1992 ("*Nuovo codice della strada*", the Presidential Decree n. 495/1992 ("*Regolamento di esecuzione ed attuazione del nuovo codice della strada*") and any other applicable regulation, whether local or not, on circulation, driving, parking, safety or in general use of the Vehicles;
- iv. stop immediately if an alert lights up on the dashboard and contact the CAR LESSOR to evaluate whether the vehicle may continue to be used;
- v. notify the CAR LESSOR without undue delay of any damage caused by violent acts or accidents occurred during the rental; and in addition, the User shall inform the CAR LESSOR if the Vehicle is in an unhygienic condition;
- vi. employ the required care when ending use of the Vehicle to avoid theft, by ensuring always that the windows are closed, and the central locking system is blocked;

- vii. keep updated the personal data that has been entered in the User account held by the CAR LESSOR. If the contact details have not been updated, the CAR LESSOR reserves the right to temporarily block the User's account until the User provides updated contact details.
- viii. if the CAR LESSOR so requests for safety reasons or due to a User's breach of these Car Lessor Terms and Conditions, the User undertakes to end use of a Vehicle and shall return the Vehicle to the CAR LESSOR without undue delay (unless the CAR LESSOR instructs otherwise).
- ix. report any security incident or suspicion of security incident that affects its Password or Access Tool, including any loss of the smart mobile device on which the Application is installed, without undue delay.
- x. provided there are pandemic or similar public health emergencies imposing mobility restrictions or preventive measures, comply with any regulations and/or recommendations, even if the latter were supposed to be merely indicative, set by public authorities to protect health and safety that may apply to the use of the Vehicle.

10.2. The User shall not:

- i. drive the Vehicle under the influence of alcohol, drugs or medicines that reduce the capacity to drive;
- ii. smoke (including vape) or allow others to smoke (or vape) or consume illegal substances in the Vehicle;
- iii. leave the Vehicle in an unhygienic condition;
- iv. recharge the Vehicle;
- v. allow a third party to drive the Vehicle or disclose his/her User's access data to a third party, including third parties who are also Users of the Car Rental Service;
- vi. carry children or babies without having the seat at the correct height or a child seat. The User shall comply with all the manufacturer's instructions on fitting baby seats;
- vii. disable a passenger airbag, except as necessary to carry children or babies with the required seat height or special seat or seats for children or to comply with the manufacturer's instructions regarding fitting baby seats, in which case the User shall be responsible for enabling it before the end of the rental;
- viii. park the Vehicle in a Prohibited Zone;
- ix. disable or otherwise alter the Vehicle's geolocation, monitoring and control tools;
- x. make any type of esthetic or technical change to the Vehicle (including hiding the CAR LESSOR and/or the Platform Provider's logos or brands);
- xi. use the Vehicle for driving cross country, participating in motor sports events or races of any type, carrying out vehicle tests, instructing drivers, carrying on business activities related to passenger or commercial transport, or to the carriage of illegal or prohibited substances or objects, or committing criminal offenses;

- xii. transport easily inflammable, poisonous or hazardous substances in amounts considerably higher than those allowed for domestic use, or that may reduce driving safety or damage the inside of the Vehicle due to their nature, size, form or weight;
- xiii. carry animals in the Vehicle, unless they are carried in in accordance with current regulations and leaving the vehicle clean after use;
- xiv. carry out repairs or alterations on the Vehicle or order such repairs or alterations without the CAR LESSOR's authorization, or
- xiv. travel with the Vehicle outside the country in which the Car Rental Service of the CAR LESSOR is available;
- xv. towing other vehicles.

11. USER'S LIMITATION OF LIABILITY FOR DAMAGES TO THE VEHICLE AND INSURANCE

- 11.1.** Vehicle will be covered with a motor third party liability insurance policy with a body injury limit of Euro 10,000,000 (ten million euros) and property damage limit of Euro 10,000,000 (ten million euros). This insurance covers the risk of fire, theft, vandalism, *kasko* and glass, damages to the Vehicle however User will still be liable for damages suffered by the Vehicle, up to the capped amount governed by clauses 11.2; 11.3; 11.4 and 11.5 below, where applicable. Also a personal accident insurance coverage with a maximum amount of 100,000 euros (one hundred thousand euros) is provided at no additional cost to the User.
- 11. 2.** As long as the User's complies with the Car Rental Term and Conditions of the Car Lessor (including but not limited to Vehicle being used in accordance with these Car Rental Terms and Conditions of the Car Lessor and the damage being notified without unjustified delay), User's liability for damage to or for loss of the Vehicle in case of accident is limited to the liability capped amount provided in the Pricing Policy. User is informed that the liability capped amount may vary from time to time, in compliance with the modification procedure provided in these Car Rental Term and Conditions of the Car Lessor, but will not exceed the amount of 1,000 euros (one thousand euros).
- 11.3.** The User's limitation on liability under Section 11.2 shall not apply if the User causes damage due to incorrect handling of the Vehicle, gross negligence or done intentionally.
- 11.4.** In the event of an accident attributable to the User, in addition to direct damages the User's liability towards the CAR LESSOR shall also include incidental damages, including but not limited to in respect of experts' fees, tow service cost, loss of rental cost, increase in the insurance premium or policyholder category up to the capped liability; and, with no limit, if the liability capped amount does not apply due to User's actions or omissions in contravention of these Car Rental Term and Conditions of the Car Lessor. Moreover
- 11.5.** CAR LESSOR may (but is not obliged to) offer the User the possibility to reduce the liability capped amount under section 11.12 for a surcharge over the rental price for a given Individual Rental Agreement. The amount of the surcharge and of the liability capped amount as a result of the reduction will be shown in the Pricing Policy and may vary from time to time. The reduction of the liability capped amount cannot be contracted after the start of each Individual Rental Agreement, shall only apply to the Individual Rental Agreement in respect of

which it has been contracted and the relevant surcharge will accrue at the beginning of the Individual Rental Agreement, regardless of whether a claim or liability event occurs. Even if insurance liability capped amount reduction has been contracted, User's liability shall not be altered for those cases where the liability capped amount does not limit User's liability due to User's actions or omissions in contravention of these Car Rental Term and Conditions of the Car Lessor and/or under which the User incurred in obligation to pay other fees, surcharges or penalties (for example for allowing a person who is not an authorized driver to use the Vehicle or if the User parks an electric Vehicle with a level of autonomy below the 10-kilometer level as shown on the Vehicle's autonomy gauge in kilometers), for which the User will then continue to be fully liable.

- 11.6.** Only the authorized User who has rented the Vehicle may benefit from the insurance cover. The insurance cover will not apply to damage that is caused deliberately.
- 11.7.** If User's failure to comply with the Platform Terms and Conditions, Car Rental Terms and Conditions of the Car Lessor, the Individual Rental Agreement, or applicable insurance law, results in the insurer being able to claim liability against CAR LESSOR, the latter shall be entitled to repeat such claim against the User.

12. CAR LESSOR'S LIABILITY

- 12.1.** Without limitation to any rights that might be available to the User in his condition as consumer and without restricting any mandatory provisions of law, the CAR LESSOR's liability:
 - i. will arise in accordance with the law in the event of death or damage to the User caused by act or omission of the CAR LESSOR as well as in the event of damage to the User caused by partial or total breach or incorrect performance of the CAR LESSOR.
 - ii to the extent permitted by applicable law, CAR LESSOR or CAR LESSOR agents and representatives liability for non-gross negligence shall be limited to the foreseeable amount of damages for car rental services of this type.

User acknowledges that at the time each Individual Rental Agreement is entered the CAR LESSOR has no means to be aware of the possible destination or specific intended use for which the User has rented the Vehicle.

- 12.2.** The CAR LESSOR does not accept liability for any misuse that may be made by the User of a User account, Access Tool and/or access Password or that might be made by a third Party as a result of any failure, whether action or omission, of the User to protect such User account, Access Tool and/or access Password. The User is responsible for storing as required the Password that the Platform Provider supplies for access as a registered User and preventing unauthorized use or access by third parties.
- 12.3.** Having in regard to the state of the technology tools, the provision of the Platform and/or Car Rental Service may be subject to restrictions or inaccuracies which are beyond the CAR LESSOR's control. The foregoing applies specifically to the availability of mobile data services provided by mobile network operators, the mobile network, positioning services on the global navigation satellite system and internet access. All of these are limited to the area served by the mobile services provider. The lack of availability of the mobile network may, in particular cases, cause the Platform Service and/or the Car Rental Service not to be available due to a failure in the necessary transmission of data. Additionally, the service may be affected by

atmospheric interference, caused by topographic conditions or obstacles (such as, bridges, tunnels or buildings, for example). The same occurs with positioning services using the global navigation satellite system. Furthermore, there may be other restrictions on internet use (such as an overloaded network, for example). Moreover, temporary capacity deficiencies may occur caused by peak loads on services, on mobile or landline networks or on the internet. Disturbances may also arise as a result of force majeure events such as strikes, lockouts and orders by public agencies, or also of technical or other types of measures (such as repairs, maintenance, software updates, enhancements, for example) performed on equipment of the Platform Provider, of the utilities companies, of the service and content providers, and of the network operators, which prove necessary to provide adequate and enhanced services. To the extent permitted by laws (and without prejudice to CAR LESSOR liability for death or damage to the User caused by act or omission of the CAR LESSOR as well as for damage to the User caused by partial or total breach or incorrect performance of the CAR LESSOR) the CAR LESSOR does not accept liability for any of the aforementioned events.

12.4. Use of the Car Rental Service through the Application or through the Website may also be subject to limitations and inaccuracies due to the lack of availability of, or to interferences or disturbances on, the Application or the Website owned by or titularity of the Platform Provider, or the compatible device owned/hold by the User (by reason of force majeure events, for example, or of technical or other types of measures beyond the CAR LESSOR's control such as maintenance, software updates, or enhancements to the Application or to the Website). To the extent permitted by laws (and without prejudice to CAR LESSOR liability for death or damage to the User caused by act or omission of the CAR LESSOR as well as for damage to the User caused by partial or total breach or incorrect performance of the CAR LESSOR) the CAR LESSOR does not accept liability for any of the aforementioned events.

12.5. The CAR LESSOR is not responsible for the User not having a compatible device or having downloaded a version of the Application that is not compatible with it.

13. USER'S LIABILITY AND PENALTIES

13.1. Without limitation to any User rights available to the User in his condition as consumer, the User shall be liable with respect to the CAR LESSOR for the damage, losses or costs created to the CAR LESSOR and which were caused by the User intentionally or with negligence. This shall include, without limitation, robbery or theft, damage to or loss of the Vehicle or its accessories (including, if applicable, the Vehicle's monitoring system, seats, SD card, user's manual, spare wheel, logos, stickers, etc.) or damage to third parties caused by failure to abide to these Car Rental Terms and Conditions of the Car Lessor, breach of mandatory legal provisions or breach of the general terms and conditions of motor vehicle insurance by the User or any third party for which the User is liable. If the User is liable and the Vehicle's insurance cover does not apply, the User shall indemnify without delay the CAR LESSOR against third party claims. All the above, without prejudice to the right of the User to demonstrate that the damages, losses and costs occurred for reason not attributable to him.

13.2. Liability pursuant to section 13.1 above shall not be limited in amount, except as provided in Section 11.2 of the present document.

13.3. The User shall be liable for the consequences of any administrative infringements or offenses the User commits with the Vehicle. In such cases the User shall pay all the fees and costs and relieve the CAR LESSOR from any third-party claim. For the handling of any administrative

infringements (bonds, fees, fines, etc.), the User shall pay handling fees to the CAR LESSOR for each instance. The amount of those handling fees shall be based on the applicable rates stated in the Pricing Policy.

- 13.4.** If the User causes an accident outside the Car Lessor Service Area, the User shall be responsible for the costs deriving from returning the Vehicle to the Car Lessor Service Area .
- 13.5.** If the User incurs in a non-permitted or prohibited use of the Vehicle or the Car Rental Services, including but not limited to allowing a person who is not an authorized driver to use the Vehicle or if the User parks an electric Vehicle with a level of autonomy below the 10-kilometer level as shown on the Vehicle's autonomy gauge in kilometers, CAR LESSOR, after having verified the existence of the relevant conditions, will debit to the User's payment details provided in the App a penalty in accordance with the applicable Pricing Policy. CAR LESSOR will inform the USER on the reason and the amount of penalty or surcharge applied, without prejudice to the right of the User to address to the CAR LESSOR any complaints in this respect within 15 (fifteen) days from the receipt of the above mentioned information. All the above, without prejudice to the CAR LESSOR being able to claim from the User any other damage and loss caused as a result or in connection with any such third-party driver or any other damage incurred for such failure of the User to abide to the Platform Term and Conditions, the Car Rental Terms and Conditions of the Car Lessor or the Individual Rental Agreement.
- 13.6.** Provided any penalty is imposed as a lump sum and provided further that User demonstrates that the actual cost incurred by the CAR LESSOR is significantly lower than the lump sum, User shall be entitled to be reimbursed or not to be collected any such difference (between the penalty and the actual incurred cost of the CAR LESSOR) that has been evidenced.
- 13.7.** User understands and agrees that the CAR LESSOR is entitled to choose the workshop to undertake any repair for damages to the Vehicle for which the User is liable.
- 13.8.** Without prejudice to the right of the User to demonstrate that the damage and losses occurred for reason not attributable to him, the User shall be liable for any damage and losses caused by loss of its Password or Access Tools (including but not limited to the loss of the smartphone in which it has installed the Application with the access Password being stored by default) or the permitted use of any of the aforementioned Password, Access Tool or smartphone by third parties specially if that loss or consented use enabled the occurrence of damage to, or theft or misuse of, the Vehicle. In any case, User will not be liable for the loss of its Password or Access Tool, provided he/she notifies to the Platform Provider and/or the CAR LESSOR of the loss with reasonable advance so that Platform Provider and/or the CAR LESSOR can block the Password and/or Access Tools and prevent the misuse of the User's account and/or the Vehicles. This notice by the User shall include reasonable detail of the circumstances of the loss of the Password and/or Access Tool, evidence of the User's identity to the satisfaction of the Platform Provider and/or CAR LESSOR and an express request to block such Password and/or Access Tool.

14. TERMINATION OF THESE TERMS AND CONDITIONS OR OF THE INDIVIDUAL RENTAL AGREEMENT

- 14.1.** The contractual relationship following the acceptance of these Terms and Conditions has an indefinite term, starting from the moment in which the CAR LESSOR receives the full

acceptance of these Terms and Conditions by the User; both parties may terminate them, without cause, on giving two (2) weeks' written notice. Upon effectiveness of termination of Car Lessor Terms and Conditions, User shall not be allowed to enter into new Individual Rental Agreements. Provided that at the time of Termination the User has an Individual Rental Agreement ongoing, termination of these Terms and Conditions shall not occur until termination of the Individual Rental Agreement.

- 14.2.** The Individual Rental Agreements will be signed for the whole rental term in question, which shall be deemed to have ended, either on termination of the agreement by the User (which shall take place once User ends the trip by blocking the Vehicle's central locking system on the Access Tool) or on any of the grounds specified in these Car Lessor Terms and Conditions (see for example Section 6.5).
- 14.3.** In addition to any other CAR LESSOR's right and remedy, the CAR LESSOR may suspend, pursuant to article 1460 of the Italian Civil code, the provision of the Car Rental Services if the User fails to comply with any of his/her obligations under the Car Lessor Terms and Conditions and/or under any Individual Rental Agreements. Under no circumstance, the suspension of the Car Rental Service shall imply a waiver of any other right or remedy of the CAR LESSOR, including the right to terminate these Terms and Conditions with immediate effect.
- 14.4.** In addition to any other CAR LESSOR's right and remedy, the CAR LESSOR may terminate with immediate effect, pursuant to article 1456 of the Italian Civil code, the contractual relationship under the Car Rental Terms and Conditions of the Car Lessor, and consequently cease the User's ability to use the CAR LESSOR's Car Rental Services and to enter into new Individual Rental Agreements, if the User:
- i. fails to renew its registration, including but not limited to provide a new or extended driving license when applicable in accordance to the Platform Terms and Conditions and these Car Lessor Terms and Conditions;
 - ii. fails, after being requested to cure, to make due payment owed to the CAR LESSOR , in connection with any Car Rental Services (any of the aforementioned including but not limited to any bonds, fines, fees for administrative infringements; any amount due to the CAR LESSOR as penalty or compensation of damages due to lack of compliance of the Car Lessor Terms and Conditions); even if any of such payments is under dispute;
 - iii. usurps someone else identity; makes misrepresentations or omits relevant facts when registering in the Application or during his contractual relationship with the CAR LESSOR;
 - iv. uses the Vehicle in such way it may imply personal damages and injuries to the User or to third parties or damage the Vehicle itself or the reputation of the Platform Provider or the CAR LESSOR;
 - v. uses the Vehicle or the Car Rental Services for illegal purposes, offences or crimes or in breach of applicable law even if those uses do not result a direct damage to the Platform Provider or the CAR LESSOR;
 - vi. drives in a form that blatantly contravenes what is usually considered diligent and safe driving, including but not limited to drive the Vehicle carelessly, recklessly or in

- aggressive way, undertaking unjustified risk or causing unjustified risk to other vehicles and/or pedestrians, or does daredevil maneuvers or acrobatics;
- vii. upon request from judicial, law enforcement, emergency services or similar public authorities with empowered to make such request;
 - viii. breaches any substantive provisions of the Legislative Decree n. 285/1992 (“Nuovo codice della strada”) and/or the Presidential Decree n. 495/1992 (“Regolamento di esecuzione ed attuazione del nuovo codice della strada”) and/or any other applicable regulation, whether local or not, on circulation, driving, road safety, parking or in general use of the Vehicles;
 - ix. provides, intentionally or by negligence, the details to start a User session, the Password or the Access Tool to another legal or natural person;
 - x. copies or alters the Access Tool;
 - xi. allows the Vehicle to be driven by a third party;
 - xii. forgery or unpermitted generation of Saving Packs; or
 - xiii. is reasonably suspected to have committed and act or omissions that as far as the CAR LESSOR is aware, including upon indication by any other Platform’s Adhered Car Lessors or by the Platform Provider, corresponds to the items (i) to (xii) above, both included.
- 14.5.** Without prejudice to the above and in addition to any other CAR LESSOR’s right and remedy, the CAR LESSOR may terminate, pursuant to article 1454 of the Italian Civil Code, the contractual relationship under the Car Lessor’s Terms and Conditions, and consequently cease the User’s ability to use the CAR LESSOR’s Car Rental Services and to enter into new Individual Rental Agreements, if the User fails to perform any other obligations under these Terms and such failure is not remedied within fifteen (15) calendar days after notice has been given to User.
- 14.6.** User is informed that in the event of temporal suspension pursuant to article 14.3 or early termination pursuant to Sections 14.4. or 14.5. above, the User may not have access to any balance or credit that was available in his/her User’s account which will not be redeemed in money.
- 14.7.** In the event of temporal suspension pursuant to Section 14.3 or early termination pursuant to Sections 14.1. or 14.4 or 14.5 above, the CAR LESSOR, as applicable, reserve the right to claim from the User, among other things:
- i. the immediate return of any CAR LESSOR’S Vehicle that the User concerned may be using at that time. If the User does not return the Vehicle immediately, the CAR LESSOR, is entitled to take possession of it, and the User shall assume all the costs that this generates;
 - ii. the amounts of rental that accrue until the Vehicle concerned is returned, and/or;
 - iii. any damage and losses that have been caused to the CAR LESSOR.

15. INTELLECTUAL PROPERTY

- 15.1.** Use by the User of the Car Rental Service does not confer on the User any right in the CAR LESSOR's industrial property or copyright or that of any third party, and the User agrees to observe each and every one of the industrial property rights and copyrights, including marks, logos, domain names or any other industrial property right or copyright that is owned by the CAR LESSOR or by third parties.
- 15.2.** It is expressly forbidden for the User to perform any act of reproduction, distribution, public communication or other forms of making available, or transformation, and generally, any other form of exploitation of any contents or materials which the User may be able to access on the Car Rental Service, totally or partially, except with the express written authorization of the owner of those elements.

16. COOKIES AND PRIVACY POLICY

The Privacy Policy and Cookies Policy are determined in the [Cookies](#) and [Privacy Policy](#) documents.

17. USER SUPPORT SERVICE / CLAIMS

In the event of any doubt regarding these Car Rental Terms and Conditions of the Car Lessor or the Car Rental Service offered by the CAR LESSOR or for any claim, the User may contact the CAR LESSOR through the CAR LESSOR's Car Rental Support Service, by sending an email to reclami.milano@zity.eco or calling +39 0294458181 within the User support hours (24 hours a day, 365 days a year).

18. ASSIGNMENT OF COLLECTION RIGHTS

- 18.1.** The CAR LESSOR reserves the right to assign to third parties the collection rights arising from use of the Car Rental Service by the Users or any damages or indemnifications to be paid by the User to the CAR LESSOR, following notification to the User. In such cases, the User may only make payments intended to satisfy any debt to the assignee, and in all cases the CAR LESSOR shall be responsible for the User's general petitions and claims in relation to the Car Rental Service. For that purpose, the CAR LESSOR shall furnish any of the User's personal data which prove necessary for the assignment of the collection rights to the assignee, who may not use such data for any other purpose.
- 18.2.** The User authorizes the CAR LESSOR or, as applicable, the assignee (as provided in the case of an assignment of collection rights as described in subclause 18.1 above) to collect any amounts that the User must pay in relation to these Car Rental Terms and Conditions of the Car Lessor and/or to any Individual Rental Agreement, using the payment method specified by the User.

19. WITHDRAWAL RIGHT

- 19.1.** The User may withdraw from these Car Lessor Terms and Conditions within fourteen (14) calendar days from the date of their acceptance by the User, provided that the User is not under an ongoing Individual Rental Agreement associated to its User account.

19.2. Individual Rental Agreements may not be withdrawn once they have been entered into, in accordance with the provisions of the Consumer Code. Upon effectiveness of withdrawal of these Car Rental Terms and Conditions of the Car Lessor, User shall not be allowed to enter into new Individual Rental Agreements.

19.3. Withdrawal right allows the User to early terminate the contractual relationship under the Car Lessor Terms and Conditions, without cause and penalties. CAR LESSOR, upon receiving a withdrawal request, shall reimburse to such User all payments received from the User without undue delay and in any event not later than 14 (fourteen) days from the day on which CAR LESSOR has been informed of the withdrawal request. Refunds, if any, will be made using the same payment method as the User used for the payment, unless the User expressly agrees to a different method. Should the credit card originally used have expired, the User should arrange an alternative method to receive funds with the CAR LESSOR customer service. CAR LESSOR will not be held liable for a failed refund on an expired credit card. However, if there was any payment for any service that has started to be rendered upon express request by the User during the withdrawal period, User shall still be obliged to pay to CAR LESSOR the amount proportional to the service already rendered to User before effectiveness of the withdrawal.

19.4. To exercise the right to withdraw, the User shall contact the CAR LESSOR and notify of the decision to discontinue this contract in an unequivocal written statement. Such notice may be served, as a non-exclusive format, by using the withdrawal form included at the end of these Terms and Conditions (**Annex II**). For this purposes CAR LESSOR contact details are CAR SHARING MOBILITY SERVICES Italy srl with registered office Via Monte Abetone 5, 20021 - Baranzate (Milano) and email address: ciao@zity.eco.

20. NOTICES

The CAR LESSOR shall make the appropriate notifications through the Application, a text message to the phone mobile number provided by the User when registering in the Application and/or the e-mail address provided by the User when registering in the Application.

21. OUT-OF-COURT SETTLEMENT OF DISPUTES

In accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating the independent out-of-court settlement of online disputes between consumers and professionals in the European Union. This platform is accessible at the following link: <https://webgate.ec.europa.eu/odr/>. and the User has the right, but not the obligation, to submit to it any dispute with the CAR LESSOR in relation to these CAR Rental Terms and Conditions of the Car Lessor. Through the afore mentioned link, the User will be able to access the list of online dispute resolution bodies, find the link to their website and activate an online dispute resolution procedure. The CAR LESSOR's contact email for the purposes of the ODR submission is reclami.milano@zity.eco.

22. APPLICABLE LAW AND JURISDICTION

22.1. These Terms and Conditions shall be governed in each and every one of their elements by Italian law.

22.2. For any disputes arising over the Car Rental Service or regarding these Car Rental Terms and Conditions of the Car Lessor or the Individual Rental Agreements, the User shall bring any

action in front of the Courts of the place of his/her residence or domicile or, at the User's sole discretion, in front of the Courts of domicile of the CAR LESSOR, while the CAR LESSOR shall bring any action exclusively in front of the Courts of the place of residence or domicile of the User, provided that such Court it is located in a European Union Member State and that the CAR LESSOR performs its activity in that EU Member State or anyhow targets its activity at that EU Member State. If for any reason a User of the service does not qualify as a consumer under applicable law, or any of the aforementioned conditions is not met, disputes arising over the Car Rental Service or regarding these Car Rental Terms and Conditions of the Car Lessor or the Individual Rental Agreements shall subject to the exclusive jurisdiction of the Courts of the city of Milan (Italy).

THE USER EXPRESSLY DECLARES PURSUANT TO ART. 1341 AND 1342 C.C. TO SPECIFICALLY APPROVE THE FOLLOWING CLAUSES: 2.4 AND 2.5 (AMENDMENTS TO T&C AND PRICING POLICY); 6.5 (TERMINATION OF INDIVIDUAL RENTAL AGREEMENT BY CAR LESSOR); 7.1 AND 7.3 (PRICES AND PENALTIES); 7.7 (NO PAYMENT METHOD SHARING); 8.2 (REPORT OF ACCIDENTS); 8.4 (INDEMNIFICATION RECEIVED BY USER); 10.1 AND 10.2 (USER'S OBLIGATIONS); 11.2,11.3, 11.4, 11.5 AND 11.7(USER'S LIMITATION OF LIABILITY AND RELEVANT EXCLUSIONS; USER'S LIABILITY FOR DIRECT AND INCIDENTAL DAMAGES) 11.6 (INSURANCE BENEFICIARY); 12.1, 12.2, 12.3, 12.4 AND 12.5 (CAR LESSOR'S LIABILITY); 13.1, 13.2, 13.3, 13.4, 13.5, AND 13.8 (USER'S LIABILITY AND DEBIT OF PENALTIES BY THE CAR LESSOR); 14.1 AND 14.3 (WITHDRAWAL AND SUSPENSION); 14.6 AND 14.7 (CAR LESSOR'S RIGHTS IN CASE OF SUSPENSION OR TERMINATION); 18.1 (ASSIGNMENT OF COLLECTION RIGHTS); 22.1 AND 22.2 (APPLICABLE LAW AND JURISDICTION).

ANNEX I

PRICING POLICY

Registration Fee	Free
Driving per minute rate	0,23 €/min
Parking per minute rate (Stand by)	0,12 €/min
Reduce the insurance excess to 250€	Up to 2,99 €/rental

* Driving and Stand By rates are subject to change but will be always shown on the Zity app before vehicle reservation.

FLAT RATE

Flat rate 4 hours	29 €
Flat rate 8 hours	39 €
Flat rate 1 day	49 €
Flat rate 2 days	79 €
Flat rate 3 days	99 €

ADDITIONAL CHARGES

LEGAL CHARGES

Collecting fees for third party expenses, invoices or fines	Per invoice
Costs for damage to the vehicle if the Terms and Conditions have been met	Up to 1.000,00 €
Costs for damage to the vehicle with reduced excess (contractable service), if the Terms and Conditions have been met	Up to 250,00 €

ADMINISTRATIVE CHARGES

Administrative costs of fines	20,00 €
Claims fees for unpaid bills	20,00 €
File costs in the event of damage (in addition to the deductible in the event of an accident resp / no resp / without a third party)	35,00 €

OPERATING CHARGES

End a rental in the Zone B (special Zone)	4,99 €
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Rental fee for users under 21	1,49 €
Impound costs. Excluding the travel of one of our agents or service provider mandated to pick up the vehicle and get it back on street.	250,00 €
Towing charges for a vehicle in the Service Area	150,00 €
Towing charges for a vehicle outside the Service Area	300,00 €
Travel costs for an operator (caused by the customer)	60,00 €
Vehicle immobilization costs for locating a lost object (max. 4 hours)	40,00 €
Penalty for smoking inside the vehicle	80,00 €
Costs in case of end of rental not respecting the minimum battery level required (range < 10 km)	50,00 €
Special cleaning costs in the event of non-compliance with the general conditions - Light cleaning that can be done on the road	40,00 €
Special cleaning costs in the event of non-compliance with the general conditions - Intensive cleaning requiring a visit to the washing station	80,00 €
OTHER CHARGES	
Management fees for the end of rental in a paid car park, or in private or underground spaces (no StandBy) - Excluding travel / parking costs	60,00 €
Loss or damage to the ignition key or the system holding it	100,00 €
Charge for allowing a non-authorized person to drive a car	200,00 €
Charge for non-compliance with Terms & Conditions	500,00 €
Charge for driving a car out of the country (Italy)	1.000,00 €
Charge for credit/debit card validation (new registrations and new cards)	0,01 €
Call fare to Customer Service	Local rate

ANNEX II**MODEL WITHDRAWAL FORM**

(If you wish to withdrawal from this agreement, please complete this form and return it to the CAR LESSOR, to the postal or electronic address specified below).

To CAR SHARING MOBILITY SERVICES ITALY, having registered office in Via Monte Abetone 5
20021 - Baranzate (Milano) and email address: ciao@zity.eco.

I hereby give notice of my intention to withdraw from the agreement for the provision of any services under the Car Rental Terms and Conditions entered between me and CAR SHARING MOBILITY SERVICES ITALY, and accepted on

Name of consumer

Address of consumer

Email associated with ZITY User

Phone associated with ZITY User account

Signature of consumer (only if this form is notified on paper)

Date