

## Terms and Conditions of the LEASYS GO! Service

### Art.1 Scope and definitions

Acceptance of the proposed contract (where accepted, the "Contract") by Leasys Rent Spa ("Operator") is the pre-condition for the registration of the potential customer to the Leasys Go! Car sharing service ("Service") and for such potential customer to then use under rental arrangements ("Rental") a vehicle intended for the Service ("Vehicle"). The Contract shall be governed by the Terms and Conditions of Leasys Go! Use ("Terms and Conditions") and by the Annex thereto called "Pricing Schedule" as well as by applicable laws and regulations.

Following purchase of the registration voucher on [www.amazon.it](http://www.amazon.it), potential customers may register either on the Operator's website ("Website") and Leasys Go! App, thereby submitting the proposed contract by entering the data required in the specific Website section, or through the Operator's App, proceeding with the registration to the service without filling and signing a paper proposal form.

The selection of said button is tantamount to signing a contract proposal ("Proposal"), good for 12 (twelve) months starting on the date it is submitted. The Contract is executed when the customer receives the Operator's notice of acceptance. Such acceptance shall be notified by e-mail to the potential customer (if the Proposal is accepted, the "Customer") within 15 (fifteen) days of submission of the Proposal.

### Art.2 Right to withdraw

Customers who qualify as Consumers pursuant to Legislative Decree 206/2005 may exercise their right to withdraw, without any penalty and without specifying the reason, though only if they never used the Service, by sending a written notice to the Operator, as indicated hereinbelow, by e-mail to the following address: [customercareleasysgo@leasys.com](mailto:customercareleasysgo@leasys.com).

Customers may exercise their right to withdraw by cancelling the Proposal in the period of validity and before receiving the Operator's acceptance or by withdrawing from the Contract within 30 (thirty) working days following receipt of the notice of acceptance of the proposal by the Operator.

In case of withdrawal request by the Consumer Customer within 30 (thirty) days of the purchase of the registration voucher, the Operator shall reimburse all the sums received, provided that the rental service did not start.

In the event that the Service has already been utilized, in whole or in part, within 30 (thirty) days of the purchase of the voucher, the Consumer Customer shall be able to exercise such right to withdraw, thus obtaining the refund of the sum used to purchase the registration voucher.

### Art.3 General Conditions of Service

3.1 The Service rendered by the Operator enables Customers to use a Vehicle in a car-sharing mode through the payment, with a credit card or a prepaid card, of the monthly subscription as described in the Pricing Schedule and in accordance with the effective usage time during every single Rental after the first 120 minutes. Customers may look for the Vehicle through the App with a compatible operating system, as indicated on internet [www.go.leasys.com](http://www.go.leasys.com). Use of the Service can take place through specific functionalities of the App for the start, management and end of the Rental.

These Terms and Conditions set out the manner of use of the Service, can be viewed by Customers in the Proposal's acceptance phase and are published on the Operator's website to ensure that they can be reviewed at any time.

3.2 Every single Rental is executed when the Customer starts the Vehicle Rental procedure, as described in, and governed by, the paragraph titled "Vehicle Pick Up" and ends when the Customer completes properly the procedure to return the Vehicle, as described in, and governed by, the paragraph titled "Vehicle Release".

For every Rental and for the entire period in which they are Service users, Customers are required to comply with this Contract, these Terms and Conditions and the Pricing Schedule, which constitutes an integral and substantive part hereof, as well as to use the diligence of the reasonable person in utilizing the Vehicle under article 1587 and article 1176 of the Italian civil code.

The Operator may, at any time, update and supplement or amend the Contract and the Terms and Conditions as well as the Pricing Schedule through a publication on the Website or by sending an e-mail to the address provided by the Customer in the registration phase.

The amendments shall take effect as of the second month following that in which the Operator pre-announced them to the Customer in writing, provided that laws or administrative measures do not require an earlier effective date. In case of disagreement, the Customer may withdraw from the Contract without penalties, by sending an e-mail to [customer-care@leasysgo.com](mailto:customer-care@leasysgo.com), which should reach the Operator within 30 (thirty) days of the date of receipt of the Operator's notification. In this case, the withdrawal shall be effective as of midnight of the day preceding that on which the amendments should have become effective.

The Operator reserves the right to reject the application and/or registration to the Service, in accordance with its unfettered discretionary evaluation of the potential Customer (including, without limitation: solvency, unfair past conduct with the Operator or with any other sector operator, etc.). It is understood that the Service is available to people older than 18 who have had a driver's licence for at least one year ("Driver's Licence") issued in Italy ("Italian Driver's Licence") or in one of the countries indicated on [www.go.leasys.com](http://www.go.leasys.com) ("Foreign Driver's Licence") and produce another valid piece of ID.

Both when applying and/or registering for the Service and during the term of the Contract – which will last 12 (twelve) months as of the date of execution – the Customer needs to have a driver's licence that is valid, has not been suspended or cancelled or otherwise no longer available as a licence that entitles the holder to drive as a result of a measure adopted by the Authorities or by operation of law. Customer hereby undertakes to notify promptly the Operator of any cancellation, suspension, revocation, loss, etc. involving the Driver's Licence. This notification should be sent to the Operator by e-mail to: [info.go@leasys.com](mailto:info.go@leasys.com).

Following this notification, the Operator shall promptly suspend the Customer and the relevant monthly amounts for the Service, and will consider the possibility to terminate this Contract.

Customers, in case of revocation or cancellation of the above measures, shall be able to access the Service through a new application, if the Operator has terminated the Contract. In case of suspension from the Service, the Customer may request the reactivation by sending an e-mail to [info.go@leasys.com](mailto:info.go@leasys.com) attaching documentary evidence of the issuance of the Driver's Licence following revocation, cancellation, suspension etc. This reactivation service entails payment as per the Pricing Schedule.

Customers may withdraw from this Contract, with a 30-day (thirty-day) notice, notifying the Operator through either i. the specific function on the App; or ii. by sending an e-mail to [customer-care@leasysgo.com](mailto:customer-care@leasysgo.com) from the same address used in the registration phase and/or subsequently brought to the Operator's knowledge. In any case, Customers shall pay all amounts due for past use of the Service through vehicle Rentals also during the notice period. The Operator may withdraw from this Contract, with a 30-day (thirty-day) notice, notifying Customer by an e-mail sent to the addresses provided by Customer in the registration phase.

Withdrawal by either party or termination of this Contract shall result in the loss of the status of Customer and the deactivation of the PIN, with the automatic termination of any arrangement ensuing from and connected to the Service.

The Operator may, in its unfettered judgment and without the need to explain, suspend the Customer's right to access the Service.

Customer shall bear the cost of any damage to and/or theft of components and/or accessories of the Vehicle (including but not limited to charging cable, seat, tyre inflation kit, spare tyre, roof bars, etc.), as well as any damage to the Vehicle found at the end of the Rental and not indicated prior to the Rental, in accordance with the manner indicated in the paragraph "Vehicle Pick Up". In these cases the Operator shall be entitled to charge the Customer a penalty, as listed in the Pricing Schedule.

In case of damage to the Vehicle due to Customer's fraud or gross negligence under article 1229 of the Italian civil code, as well as lack of diligence under articles 1176 and 1587 of the Italian civil code, Customer shall be held liable for the full value of the Vehicle. In these cases, the Operator shall send to Customer all the applicable documentary evidence.

Without prejudice to the obligation to report the damage, the Parties agree that Customer is free to prove that the damage was due to reasons beyond his control, as per article 1588 of the Italian civil code.

In the event that the Operator receives a request to pay for damages resulting from an accident, without receiving the notification and documentation from the Customer that was using the vehicle when the accident occurred, the Operator reserves the right to apply the penalties indicated in the Pricing Schedule.

Vehicles have third-party liability insurance for up to €25,000 without deductibles payable by Customer and are equipped with sealed odometers, car warning triangle, tyre inflation kit, spare tyre, charge cable, high visibility vests. The Operator covers also fire and theft, without deductible payable by the Customer.

#### **Art. 4 Registration process**

Registration to the Service is allowed only to natural persons older than 18 who have had a valid driver's licence for at least one year and hold a credit card and/or a prepaid card (where accepted) and can be completed through the App. Use of the Service is permitted solely to Customers that have properly finalized the following process:

The potential customer is registered when the Operator accepts his proposal and after that: a) the potential customer has completed all required fields; b) the potential customer has read and accepted the Terms and Conditions and the Annex thereto as well as the Privacy Information; c) the potential customer has authorized the Operator to use his data for the provision of the Service; d) the potential customer has used during the registration – undertaking to continue to use throughout the duration of the Service – an e-mail and a cellular telephone number for mobile and personal communication services that are both valid and registered under his name; e) the potential customer has uploaded properly, by following the App's instructions, the images (front and back) of his valid and unexpired ID and has properly entered the data verified and validated by the Operator or by a specifically delegated party; f) the potential customer has uploaded properly, by following the App's instructions, the images (front and back) of his Driver's Licence and, where necessary, of the international driving permit or of the sworn translation of the Foreign Driver's Licence and has properly entered the data verified and validated by the Operator or by a specifically delegated party. The details of the Italian Driver's Licence are verified and validated also by the Italian Civil Motorization Department; g) the potential customer has properly entered his credit card or prepaid card (where accepted) data to pay for the Service and such data have been verified and approved through the payment platform; h) the potential customer selected from the Operator's App the specific button to confirm registration.

In the absence of any irregularity in the process of registration to the Service by the potential customer, the Operator sends the Customer an e-mail to notify acceptance of the proposal with the attached contractual documentation and with the PIN for the use of vehicles, to be entered in the App.

The PIN is strictly personal and cannot be transferred to third parties. Failure to comply with this obligation to save and not to transfer the PIN shall entail the application of a penalty, as indicated in the Pricing Schedule, as well as the Operator's right to terminate the Contract and to demand any compensation for any damage resulting from the foregoing failure.

In the event that a Customer misplaces his PIN or suspects that the PIN is being used by others, Customer shall be required to contact at once the Operator's Customer Service at the following e-mail address [info.go@leasys.com](mailto:info.go@leasys.com). The fields completed by the Customer in the registration phase are stored in the Customer profile and, with the credentials created in the registration process, Customer can access and change his profile at any time through the restricted section of the Website or the App. Moreover, from his profile, Customer can review information on the uses, including but not limited to: the record of the services uses, the accounting documents issued. All the vehicles are geo-located through GPS and can be tracked by the Operator (including the maximum speed reached) at any time, including when they are used by Customer.

#### **Art.5 Vehicle pick up**

Vehicles available for Rental are parked in public areas or in parking lots made available by the Operator in the areas of every city where the Service is available, as clearly indicated on the map accessible through the Website and the Section "Coverage Area". Customer can locate all the available Vehicles through the App.

From the App, Customer can view on the map the vehicles closest to his position or to any other address. Once the most convenient vehicle has been identified, Customer can book it through the App. As the vehicle is booked, the Operator send Customer a notification with the details of the vehicle booked. The Reservation lasts 15 (fifteen) minutes.

In case Customer decides to cancel the reservation, or the 15 reservation minutes expire without the Client activates the Rental by unlocking the doors, the Vehicle is made available again for other Customers to book. Customer should book a vehicle only when he actually expects to use it within the 15 reservation minutes. The Operator reserves the right to check the improper use of vehicle booking by Customer. In the presence of such improper use, the Operator may suspend and/or block Customer from the Service, including by terminating the Contract.

After reaching the booked vehicle, Customer must use the App to unlock the door and activate the Rental.

After answering on the App the questions on the condition of the Vehicle, Customer can ignite it. The ignition key is in the Vehicle's glove compartment.

As access to the vehicle is gained, the Rental starts the moment the doors are unlocked.

The Rental, governed by these Terms and Conditions and by the applicable laws, takes effect as of that moment. In the event that Customer did not access the vehicle before the doors are automatically locked, Customer shall repeat the door unlocking procedure and if he does not intend to proceed with the Rental, he must in any case carry out the procedure to release the vehicle described in the paragraph "Vehicle Release".

When he picks up the vehicle, Customer is required to check that the documentation necessary for the vehicle to circulate is available (e.g. registration, insurance certificate), the actual condition of the Vehicle as well as the presence of any damage (including but not limited to: damage to car body, tyres, interior, unusual noises, malfunction indicator lamp lights, vehicle parked in a no parking space, lack of components, fines, etc.) to be reported to the Operator by calling 800920900 or by sending an e-mail to: [info.go@leasys.com](mailto:info.go@leasys.com).

Failure to comply with the above shall cause the Operator to charge Customer a penalty as per the Pricing Schedule. To unlock the Vehicle doors Customer needs to enter his PIN in the APP. In case the Vehicle is out of order, Customer shall release it, reporting immediately to the Operator the anomalies detected by calling 800920900, notifying the Operator by sending an e-mail to [info.go@leasys.com](mailto:info.go@leasys.com) or through the App.

In case of need, customer can always contact the Operator's Customer Service by calling 800920900 or by sending an e-mail to [info.go@leasys.com](mailto:info.go@leasys.com) for assistance and additional reports.

#### **Art.6 Rules of conduct in using the Vehicle**

For every Rental, Customer is required to comply strictly with the Terms and Conditions. The Vehicle must be used in the manner and within the limits set by these Terms and Conditions, by any applicable law and by any instruction received from the Operator in the registration phase and/or during usage. The Vehicle must be driven solely by the Customer registered with the Service and holder of the current reservation. Third parties, including family members and other Customers, are expressly prohibited from driving the Vehicle. In case of breach, the Operator may charge a penalty as indicated in the Pricing Schedule. The Vehicle shall be driven in keeping with the Rules of the Road, the Civil Code and the Penal Code and, in general, with utmost diligence.

In every single Rental, Customer must be of sound mind and must not have ingested any type of drug, alcohol, or medicine that might impair in any way his ability to drive. In general, vehicles cannot access restricted traffic areas (e.g. urban car-free zones). Any fine for the violation of rules on Vehicle circulation (including but not limited to Rules of the Road, Town Ordinances, etc.) shall be notified to Customer, as user of the Vehicle at the time of the fine, who shall be required to pay for it. Any violation of the Rules of the Road shall determine a failure by Customer to comply with these Terms and Conditions and, as such, the relevant penalty, as indicated in the Pricing Schedule. Moreover, Customer may be charged for the costs incurred to recover the vehicle with a tow truck and any costs incurred for the vehicle's impoundment. In case of violation of the Rules of the Road, also due to the absence of vehicle documents which Customer failed to report, Customer shall bear the cost of the fine.

Smoking and transporting animals in the Vehicle is expressly prohibited. Lack of compliance with this prohibition shall entail charges for cleaning the Vehicle and a penalty for the last Customer that used the Vehicle.

Customer cannot use the Vehicle to transport goods or sundry materials.

In case of misplacement of any object in the Vehicle by Customer, the Operator shall endeavour to find such object but shall not be held responsible and shall not be liable for the value of the object.

If, on the other hand, a dangerous object such as a weapon is found or the Operator finds an object that, regardless of the apparent value, does not allow a visual inspection of contents – such as boxes, bags, rucksacks, sealed envelopes, liquids in containers – the Operator shall alert the Competent Authorities and may involve also the last Customer.

#### **Art. 7 Electric vehicle charging**

The Operator reserves the right to activate, in certain Cities, the charging service, to allow Customers to charge their electric vehicle directly during the Rental. Customer may charge the Vehicle only by following strictly the App's instructions.

The Operator shall always be entitled to check Customer's correct execution of charging operations.

## **Art. 8 Parking**

The App's map indicates whether the Vehicle is located in the Coverage Area and, as such, whether the Vehicle can be parked so that the single Rental can also be ended. By converse, Customer cannot end the Rental outside the Coverage Area. In any case, Customer cannot release the Vehicle if it is in an area where there is no GPS and/or GSM signal, even inside the Coverage Area of the City.

The Vehicle cannot be parked in areas other than those expressly authorized.

Parking permits depend on the cities where the Service is provided and on specific arrangements with Local Authorities and are described on the Website. Customer cannot release the Vehicle in private or corporate parking facilities that are closed during night hours (e.g. supermarkets) unless these are expressly marked as parking facilities for the Service in the specific City where the Service is active. Customer can then park the Vehicle and simultaneously end the single Rental in any dedicated private parking stalls marked by identification colours and/or symbols, as shown on the Operator's Website and on the App.

Under no circumstance can Customer: i) unload and store objects of any kind (particularly inflammable and hazardous objects); ii) perform repairs, change oil, charge batteries, accumulators etc.. save as otherwise permitted under this Contract, and in general perform maintenance activities on, or wash, the Vehicle; iii) park the Vehicle with a leak in the tank and other defects that can damage the pavement and/or the road; iv) act in any way that might cause potential hazard or damage to people, property or the environment.

Parking is never allowed in stalls reserved to disabled people, Police, loading/unloading goods, taxis, institutions or diplomatic corps.

## **Art.9 Vehicle release**

After parking the Vehicle in the permitted areas within the Coverage Area, Customer can release it by selecting the option "End Rental", a functionality that can also unlock the Vehicle doors.

If Customer does not select "End Rental", he will continue to keep formally the use of the Vehicle and shall continue to be billed for the Service.

Failure to comply with this obligation shall trigger the relevant Penalty, as indicated in the Pricing Schedule.

Moreover, Customer should ensure that: a) all the windows are closed and the doors are locked; b) the parking brake is on; c) the radio and the courtesy lights are off; d) the ignition key is placed in the original position; e) all the documents, manuals and accessories are in order and in their original position; f) all the Customer's personal belongings have been collected and not been left in the Vehicle. Failure to comply with these obligation shall entail the charge of a Penalty. Before selecting the "End Rental" option, Customer shall close all the doors that will lock automatically when "End Rental" is selected. Before leaving the Vehicle, Customer should ensure that: i) doors and windows are all properly closed; ii) Rental actually ended. At the end of every Rental, Customer receives a notice with a summary of the use of the Vehicle, such as: Rental minutes, kilometres travelled, any voucher used, total amount charged. In case of anomaly during the Release procedure or failure to receive the foregoing summary, Customer shall contact immediately the Operator's Customer Service.

Customer is required to keep the Vehicle used clean. The Operator reserves the right to charge a penalty to the last Customer that used the Service, expressly indicated in the Pricing Schedule, for non-routine cleaning activities.

Objects left in the Vehicle should be reported to the Operator's Customer Service by calling 800920900 . Customer Service will then provide all the information necessary to collect them.

If Customer leaves the Vehicle in temporary no parking space (e.g. no parking for street cleaning), Customer shall be held liable only if the fine is levied within 48 hours of the end of the Rental.

## **Art.10 Pricing, payment and billing**

Customer hereby accepts the content of the Pricing Schedule.

Credit cards or prepaid cards registered by Customers in their profile are the only accepted payment mediums for the Service. The total amount due for the Rental is charged at the end of the Rental period. In case of extended Rental and/or Rental outside of the Coverage Area, the Operator reserves the right to charge a sum that may vary as indicated in the Pricing Schedule.

At the end of the Rental, Customer shall be charged the amount due and payable for the Rental. The system calculates the total amount to be charged both during and at the end of the Rental.

Customer shall pay the Operator by credit card:

- 1) The amount for the single Rental.
- 2) The sums due – including penalties – in accordance with these Terms and Conditions and the Pricing Schedule, as well as any amount identified by the Operator for any damage to the Vehicle.
- 3) All the expenses and charges incurred by the Operator to collect the sums owed by Customer.

### **Art. 11 Damages and accidents**

The Vehicle shall be released in the same conditions as when it was picked up. Customer is required, at the start of the Service, to check the conditions of the Vehicle and to notify with an e-mail at [sinistrileasysgo@leasys.com](mailto:sinistrileasysgo@leasys.com) the existence of any damage, anomalies and/or faults, as indicated in the paragraph "Vehicle pick up".

In the absence of such notification, the Operator's documented determination shall be valid and tacitly accepted. In case of damages to the Vehicle due to Customer's fraud or gross negligence under article 1229 of the Italian civil code, as well as lack of diligence under articles 1176 and 1587 of the Italian civil code, Customer shall be held liable for the full value of the Vehicle calculated at the time of the event. In these cases, the Operator will submit to Customer suitable supporting evidence in that respect.

If upon release damages, anomalies and/or faults are found on the Vehicle, the Operator shall inform Customer by sending photos and the related claim adjuster report by e-mail and asking Customer to submit his considerations. Unless Customer proves that the damage was due to reasons not attributable to him, the Operator shall charge the amount of the penalty on the credit card entered in the registration phase.

In case of accident during use of the Vehicle, Customer is required to call the Operator's Customer Service at once, describing the type of accident, the damage to the Vehicle and providing the exact address where he is. The Operator's Customer Service may send a representative on site to provide the necessary assistance.

In this case, if he does not need medical care, Customer shall be asked to remain on site at least until the representative arrives and to fill all the documents and forms to be filled as a party involved in the accident (e.g. the knock-for-knock form [CAI], provision of personal data to the Police). Customer shall send to the Operator the CAI form filled at the time of the accident and any report issued by the authorities that intervene (Local Police, Police and other competent authorities). Customer shall take a photo and send to the Operator all the documentation and reports issued.

The CAI form as well as any document necessary in case of accident shall be filled and signed by Customer. In case a representative cannot be present, Customer shall send within 24 hours of the accident the CAI form and any report in one of the following manners: 1) by e-mail to [sinistrileasysgo@leasys.com](mailto:sinistrileasysgo@leasys.com); 2) by uploading the photos of the documents directly into the App through the specific function. In case these instructions are not followed, the Operator shall apply the penalties indicated in the Pricing Schedule.

Moreover, in case of at-fault and/or shared-fault accidents involving Customer's responsibility, the Operator shall apply the penalty under the Pricing Schedule.

In the absence of the intervention of the representative, save as noted above, Customer shall leave the first original page of the CAI in the Vehicle's glove compartment. In case the Vehicle can no longer be used, and the Vehicle is outside the Coverage Area of th3 City, Customer can contact the toll free number at 800920900

### **Art. 12 Complaint**

Customer can submit any complaint by writing to the following e-mail address: [customercareleasysgo@leasys.com](mailto:customercareleasysgo@leasys.com)

### **Art.13 Theft, robbery, vandalism**

In case of theft, robbery or vandalism against the Vehicle while this is being used by Customer, Customer is required to contact promptly the Operator's Customer Service by calling 800920900 and by writing to the e-mail address [customercareleasysgo@leasys.com](mailto:customercareleasysgo@leasys.com), providing details of the place where he is and describe the event as well as filing a report with the Competent Authorities within 24 hours of the event by sending to the Operator, within the successive 24 hours, copy of the report filed. In case these instructions are not followed, the Operator shall apply the penalties indicated in the Pricing Schedule.

In case of theft of the Vehicle due to Customer's fraud or gross negligence, the Operator reserves the right to charge Customer for an amount equal to the full value of the vehicle at the time of the event, as calculated on the basis of yellow Eurotax.

Generally speaking, all tips on possible thefts, vandalism or illegal conduct against vehicles not utilized by Customer are recommended and considered useful. Customer can contact the Operator's Customer Service for these types of tips and is not required to remain on site.

#### **ART.14 Processing of personal data**

To perform under the Contract, the Operator has the right to collect, process and utilize Customer's personal data, including name, date of birth, address, e-mail address, information on the manner of payment and cellular telephone number, as well as information on the Rental, including but not limited to place and starting hour and end of the rental and duration of use of the Vehicle.

For further information, please check our privacy disclosure.

#### **Art.15 Contract termination**

The following shall constitute serious breaches, the occurrence of which may cause the Operator to terminate the Contract pursuant to article 1456 of the Italian civil code for default or cause with a written notice to be sent by registered mail with return receipt, without prejudice to demands for compensation for any additional damages: a) Customer who turns out to be younger than 18 and/or without a Driver's Licence and, where contemplated, a copy of the international driving permit or a sworn translation of the driver's licence or who has not had a Driver's Licence for at least one year; b) Customer's failure to notify the Operator of the suspension, revocation, cancellation etc. of the Driver's Licence and/or the international driving permit; c) Use of forged documents and credentials or otherwise not attributable to Customer, when registering for the Service and/or when booking and Renting vehicles, including the indication of promotional /special arrangement codes without having any right thereto; d) Multiple booking of one or more vehicles without starting the Rental; e) Failure by Customer to comply with even just one of the obligations related to the terms and conditions of use of the vehicles as provided for hereinbelow; f) Missed or late payment of the amounts deriving from the use of the Service at the end or during a Rental; g) Release of the rented vehicle at the end of the Rental in an area without GPS coverage or outside of the Coverage Area of the City where the Rental started or used outside Italy; h) If Customer stains or engages in acts of vandalism with the vehicles; i) If Customer, despite a written notice, does not desist from seriously breaching the Contract or if he does not remedy promptly the consequences resulting from such breaches; j) If it has been determined that Customer drove under the influence of alcohol or drugs, in a state of unconsciousness, in anomalous psycho-physical conditions. In this last case, the Operator may charge Customer a penalty equal to the full value of the Vehicle at the time of the event and calculated on the basis of yellow Eurotax; l) If Customer, also upon the Operator's request, fails to return a vehicle; m) Failure to pay the penalties provided for by the Pricing Schedule and applied by the Operator; n) Rented vehicle driven by a party other than the Customer who entered into the Rental; o) Aiding and abetting or fraudulent, or with-intent perpetration of, theft, robbery and/or vandalism act on the vehicle or if Customer, by fault or cause, caused an accident or a breakdown of the vehicle; p) In case of End of Rental by Customer in private areas other than those specifically dedicated to park the Vehicles of the Service; q) In case of End of Rental by Customer with the Vehicle in incorrect conditions, e.g. windows open; r) In case of vehicle tampering or improper use; s) Illegal transportation of goods (smuggling, drugs, etc.); t) Passenger transportation for express or tacit compensation; u) Illegal purposes, for speed races or road tests or competitions of any kind; v) Sub-lease or negligent entrustment to third parties for any reason.

Except for cases of fraud or gross negligence, the Operator shall not be held liable for direct or indirect damages of any type that Customer or third parties might suffer in any way because of the Service, or changes in manner, hours and/or conditions for the provision of the Service or due to the suspension, interruption or otherwise unavailability of the Service due to the vehicles, technological equipment, ITC systems and otherwise to reasons attributable to the Operator's suppliers and third parties in general. Furthermore, the Operator shall not be held liable for the total or partial failure to comply with its obligation due to cases of force majeure, including but not limited to:

acts of State and Government; acts of Public Authorities; legal limitations; fire; floods; explosions; mobilizations; turmoil; strikes; demonstrations; labour unrest; lack of raw materials; lack of electricity; interruption of telephone lines; lack of fuel oils and others. In any case, Customer expressly exonerates the Operator from any liability for any damage of any kind suffered by Customer and/or third parties in relation to the performance of the Contract not derived from the Operator's fraud or gross negligence.

Without prejudice to the liability of the vehicle manufacturer, the Operator shall perform all its routine maintenance activities in such a way as to deliver the vehicle in good operating conditions, as provided for by article 1575 of the Italian civil code.

The Contract and the Terms and Conditions shall be governed by the Italian Law.

In the case of Customers who qualify as Consumers pursuant to Legislative Decree 206/2005, for any dispute arising from, related to, or deriving from the Contract shall be finally settled solely by the Court having jurisdiction over the residence or domicile elected by Customer in Italy. In all the other cases, the Court of Turin shall have exclusive jurisdiction.

For any communication related to the Contract, reference should be made to: [info.go@leasys.com](mailto:info.go@leasys.com).

Pursuant to and due to the effects of article 1407 of the Italian civil code, Customer hereby gives his consent for the Operator to assign its contract to another company of the Stellantis Group, which assignment shall be promptly notified to Customer.

#### Acceptance of Terms and Conditions

Customer, after reviewing these Terms and Conditions, accepts in full its content. Customer accepts in full and approves specifically the provisions of articles: (3) General Conditions of Service; (5) Vehicle pick up; (11) Damages and accidents; (13) Theft, Robbery, Vandalism.

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