

## 1. Subject of the contract

### TERMS AND CONDITIONS

1.1. The company E-DWAY S.r.l., hereinafter referred to as "the Lessor", grants the Lessee a Moped Vehicle and its equipment as described in the Booking Request and its confirmation and for the period specified therein, subject to these General Terms and Conditions.

1.2. In the "Booking Request" and the related "Booking Confirmation", which help to identify the object of the contract and are an integral part of it, are identified:

- the essential characteristics of the vehicle;
- the duration of the rental (the start date and time and the end date and time);
- the rate and consideration for the rental.

1.3. The commercial price list is made public by the Lessor on the website and the consideration, including tax charges, travel expenses, insurance charges and any other costs, as well as the security deposit to be paid, are analytically indicated.

1.4. The exact vehicle to be hired will be identified in the delivery report (Outgoing vehicle) referred to in art. 6 below, by means of the license plate number.

## 2. Conclusion of the contract (conclusion, commencement and duration of the contract)

2.1. The contract shall be deemed to have been concluded when you receive confirmation of your booking from E-DWAY after sending the booking request and acceptance of these terms and conditions via the computer system.

2.2. The booking confirmation of E-DWAY will be generated by the computer system.

3. Calculation of the consideration

3.1. The consideration for the lease is determined on the basis of the price list of E-Dway S.r.l., as made public on the website www.e-dway.com and in force at the time of booking.

3.2. The consideration is determined on the basis of the price lists made public on the website according to the vehicle, the duration of use and the options selected by the user at the time of booking.

3.3. Unless otherwise agreed upon at the time of delivery and reported in writing on the delivery report (Outgoing vehicle), referred to in art. 6 below.

## 4. Payment of the consideration

4.1. The Lessee Client will have to make the payment of the amounts related to the items marked as rental fee, at the completion of the booking procedure.

4.2. Bookings made on the Lessor's website, at the time of booking, will result in the charge of the entire rental cost to the credit card indicated by the Lessee. This amount is not refundable in case of cancellation, nor in case of subsequent modification of the items indicated by the Client at the time of booking (dates, name, type of Vehicle, etc.) nor in case of early return of the Vehicle.

4.3. Cancellations made within 48 hours prior to the pickup indicated in the original reservation will be fully refunded by re-crediting the credit card within the following 48 hours, subject to notification by e-mail. (see art. 8 on the Lessee's withdrawal)

4.4. No cancellation request made more than 24 hours, or within 24 hours, will be considered and 100% of the amounts charged as rent will be retained.

## 5. Security deposit and guarantee, debit authorization.

5.1. By signing the Contract, the Lessee undertakes to present, at the time of pick-up of the vehicle, a credit card with a minimum validity of 180 days to guarantee the return of the vehicle in good condition, and authorizes the Lessor to debit, as a security deposit, the amount of 500 euros, corresponding to the deductibles.

5.2. In the event that the Lessor considers at its sole discretion, in the absence of the presentation of the credit card, in any case to rent the vehicle and allow the use of the same, the customer undertakes to communicate the tax code and authorizes e-dway immediately if the conditions as per point 5.1 are met, to issue an invoice of 500 euros to cover the deductibles and any other damages and fines that may be received within the term of 180 days, the Renter also accepts and undertakes within 5 days of receipt of the same to payment by bank transfer.

5.3. The Lessor undertakes to return the security deposit upon return of the vehicle and the signing of the related return report, without prejudice to the existence of damage to the vehicle or accessories such as top case (150 €), mobile device (200 €) in case "5.2" will be immediate invoice is issued and the customer undertakes to simultaneously pay the excess or ancillary damages

5.4. The Renter Customer, by signing a specific "delayed charge agreement", also authorizes the Lessor to debit the amounts corresponding to any further damage to the vehicle on his / her credit card for this purpose, attributable to the Renter Customer himself and not covered by insurance (even extra maximum), as well as any charges (motorway tolls; payment of fines for no parking, parking costs; high penalties for infringements due to violations of the Highway Code and any other fine, as well as administrative costs, fines; delayed return, including the costs incurred to find an alternative vehicle to satisfy the booking request for the next Vehicle and the costs, including administrative costs, incurred for returning the vehicle, etc. ...) be detected or found after the return of the Vehicle and that, in any case, it will have to be duly documented by the Lessor and unequivocally attributable to the use of the vehicle by the Renter with the addition of € 50 for the management and handling of the paperwork.

In case 5.2 the Renter customer authorizes to issue an invoice and accepts and undertakes to pay by bank transfer which IBAN will be communicated within 5 days of receipt of the same.

5.5. This authorization for the deferred debit on the credit card will last for 120 days, from the date of return of the vehicle, unless otherwise specified by the credit card.

## 6. Delivery of the vehicle and persons authorized to drive

6.1. The performance of the contract will be documented by the Outgoing vehicle and Incoming vehicle delivery report, which will constitute integral attachments of the rental contract.

6.2. The delivery report shall indicate them:

- the equipment (device and related navigation software - driving, headphones, helmets);
- the person authorized to drive the vehicle "driver personal data",
- any additional person authorized to drive "additional driver personal data".

d) the conditions and requirements of persons authorized to drive, essential for the validity of the contract (the completion of 18 years of age, Italian or international driving license );

e) the time of taking over the vehicle.

6.3. The report of delivery and the report of redelivery may be contained in a single document.

6.4. The delivery of the vehicle will take at the place indicated in the Booking Request, unless otherwise agreed by the parties in the delivery report.

6.5. The expected time of delivery is the one resulting from the Reservation Request. From this moment on, the Vehicle is at the Client's disposal and the initial deadline begins, regardless of the delay in delivery due to the Lessee.

6.6. The Lessor undertakes to deliver to the Lessee a Vehicle, corresponding to the characteristics indicated in the Booking Request, suitable for use, in good condition and in good condition and to ensure its peaceful enjoyment.

6.7. Upon delivery of the Vehicle, the Parties shall sign the Delivery Minutes, after verifying that the Vehicle is in good condition of use.

6.8. The Lessor shall deliver the Vehicle in correct running order, equipped with helmets, headphones and mobile navigation device (device) and "Recharge Card" of the Vehicle's power supply battery.

6.9. In addition, the Lessor shall deliver all the documents required by law for the circulation, which the Lessee can read before signing the delivery report.

6.10. The Vehicle will be delivered at the maximum electric charge or, in any case, not less than 90%. The Client shall systematically check the level of the charge and make the charges with the card that will be provided.

6.11. The delivery report shall indicate the persons authorized to drive the rented vehicle. The Lessee must prove, at the latest at the moment of the delivery of the vehicle, that he has all the authorizations and possesses all the conditions required by law to drive the vehicle (the age of 18 years and valid driving license in Italy or internationally) and sign all the necessary documents, connected and consequent to the rental and driving, of which the Lessor can request a copy. The Lessee, at the time of delivery of the vehicle, undertakes not to provide false information about his personal details, (his age, address) and the existence of the legal requirements for driving license, expressly exempting the Lessee from any prejudicial consequences that may arise to the latter in case of false statements.

6.12. The lack of the aforesaid requirements, at the time of collecting the vehicle, represents an express termination condition of the Contract with the Lessor's right to retain the rental fee.

6.13. The only person authorized to drive the rented vehicle is the Client. The Client cannot authorize drivers or allow in any way the driving of the vehicle to subjects other than those indicated as "additional drivers" in the delivery report.

6.14. All persons authorized to drive the vehicle must expressly sign and accept these general conditions at the latest at the time of delivery of the vehicle, so that they must be considered to all intents and purposes "Lessee Client" and jointly and severally bound to the fulfillment of the conditions.

## 7. Vehicle return and delay.

7.1. The return of the vehicle will take place at Via Maso Fingueru 17r - Firenze on the date and time indicated in the Booking Request or, if different, in the delivery report.

7.2. The Lessee shall return the Vehicle in the same state in which it was received.

7.3. The Delivery Report shall certify the condition of the Vehicle, the date and time from which the Lessee's custody obligation assumed in the contract ceases.

7.4. Upon redelivery of the vehicle, the Parties shall sign the report of redelivery, after having ascertained the conditions of use of the vehicle.

7.5. Tolerance period: if no extension has been granted by the Lessor as per point 13 below, the Lessee who does not return the Vehicle within the maximum tolerance of 15 (fifteen) minutes from the agreed time limit resulting from the "Booking Request" or the "Delivery Report" shall be liable for failure to comply with the obligation under this point within the time limit as per point 7.6 below.

7.6. Without prejudice to the provisions of point 13 below on the duration of the rental, after 2 hours have elapsed from the deadline for the return of the vehicle, without the Lessor having received any notice from the Client and the vehicle and the device cannot be located (via GPS) or are located at a distance significantly greater than the permitted perimeter (100 km from the place where the delivery took place), E-Dway will have the right to file a complaint for loss of possession of the vehicle in addition to the right to sue the Client to the competent authorities for misappropriation of the rented vehicle. The Lessee Customer, in any case, shall reimburse E-DWAY S.r.l. for all expenses that the latter shall have to incur in order to regain material possession of the vehicle, as well as for the expenses for any damages suffered.

7.7. In case of delayed delivery, except as provided in the previous point, the Renter will be required to pay the amount due until the actual return of the goods increased by 50% (as a penalty) and also to compensate the renter for damage, damage consisting of the injury resulting from the fact of not having been able to rent the same Vehicle, from not having been able to use the asset directly, from the costs incurred to find an alternative vehicle to satisfy the request of those who had booked the vehicle later, from the administrative costs incurred for the return of the vehicle and from the costs of the recovery of the half point 10.2.

7.8. The loss of the keys and the failure to return them will result in a charge of € 150 plus the costs for the recovery of the half point 10.2.

7.9. Failure to return the device or damage will result in a charge of € 200

7.10. Failure to return the device support or damage will result in a charge of € 25

7.11. Failure to return a mirror or damage will result in a charge of € 100

7.12. Failure to return the Top Case if supplied or damage will result in a charge of € 150

7.13. This amount will be charged to the credit card or as per point 5.2, paid immediately upon return of the vehicle.

## 8. Obligations of the Lessee and Liability for the possession, custody and use of the vehicle.

8.1. After signing the Delivery Note, the Lessee assumes the obligation to keep the Vehicle with the utmost diligence and expressly undertakes to comply with all legal regulations governing the circulation, possession, and care of the vehicle.

8.2. Starting from the same moment, the Lessee is personally liable for all traffic violations foreseen by the Highway Code during the rental period of the vehicle and he also undertakes to communicate in a timely manner any violations that may have been committed.

8.3. E-DWAY shall not be liable for any traffic violations or driving penalties during the rental period for which the Lessee shall be responsible.

8.4. In particular, should the vehicle be stopped or impounded for reasons attributable to the Lessor, the Lessor shall pay E-DWAY the sum of € 150,00 (one hundred and fifty) per day as a penalty and compensation for the non-use of the vehicle.

8.5. It is expressly forbidden for the Lessee to transfer the contract.

8.6. It is expressly forbidden for the Lessee to sublet or sublet the vehicle or to grant the temporary use of the vehicle to third parties free of charge.

8.7. It is expressly forbidden for the Lessee to allow third parties not expressly identified or authorized by E-DWAY S.r.l. to drive the vehicle at the time of delivery and as stated in the delivery report.8.1. After signing the delivery note, the Lessee shall assume the following obligations to guard the Vehicle with the utmost diligence and expressly undertakes to observe all legal regulations governing the circulation, possession, and care of the vehicle.

## 9. Insurance coverage (basis, breakdown, theft and loss of the vehicle) and Assistance.

9.1. The Rental Agreement provides the following insurance coverage for the Client (Unipol Sai policy no. 1/2605/230/118701429), with deductibles to be paid by the Lessee:

- compulsory motor third party liability insurance policy RCA with a single limit of € 7,290,000.00 divided into 6,070,000.00 people 1,220,000.00 things without deductibles and overdrifts;

- fire and theft with a basic formula with full value 10% overdrift and deductible of € 200,00 to be paid by the Lessee;

- Code to the relevant official tests and to the preliminary and final checks provided for in the special rules of the competition;

- motorcycles, motorcycles and quadricycles transporting people. The insurance covers, subject to the limit of the insured value, the damages suffered by the vehicle as a result of collision with bicycles, arm vehicles or with one or more vehicles identified with license plate or other registration data, collision with identified person and animals. The guarantee is extended to gross negligence on the part of the insured, to damage occurring in the event of driving in person who has passed the driving test but is awaiting the issue of the licence (issue within 120 days of the date of the accident), to damage occurring in the event of driving with an expired licence, to damage occurring in the event of driving with a licence that is not renewed (renewal within 120 days of the date of the accident).

- Insurance is not operational:

a) if the driver is not authorised under the provisions in force;

b) in the case of damage suffered by third parties transported, if the transport is not carried out in accordance with the provisions in force and/or the indications of the Registration Certificate;

c) in the case of damage caused by the participation of the Vehicle in races or sporting competitions referred to in Article 124 of the Code, to the relevant official tests and to the preliminary and final checks provided for in the special rules of the competition;

d) in the case of Vehicle driven by a person under the influence of alcohol or under the influence of narcotic or psychotropic substances when the fact has been sanctioned;

e) in the case of malice by the driver;

f) in airport areas.

The Insurance does not include damages:

a) related to additional accessories not standard equipment, top case and side bags;

b) unless specifically agreed, relating to baggage, goods and equipment carried on the vehicle and instrumental to the activity carried out, including professional equipment;

c) caused by malicious acts of third parties (such as riots, strikes, riots, riots, terrorism, sabotage, acts of vandalism), flooding, flooding, storm, tidal wave, tidal wave, hail, snow pressure, ice fall, landslide, landslide, avalanche, avalanche, falling trees or stones, storm, whirlwind, hurricane and things carried by them, volcanic eruption, earthquake;

d) as a result of acts of war, insurrections, military occupations;

e) as a result of the development, whether controlled or not, of nuclear energy or radioactivity;

f) mobile device for navigation worth € 200

9.2. In the event of an accident, the Lessee is obliged to immediately inform the Lessor, either by telephone at the number indicated on the delivery report, or by computer message (e-mail, WhatsApp and, in any case, no later than 1 hour after the fact, except for objective and legitimate impediment and in any case the time of delivery, if previous); in case of injury or damage, even slight, to persons or property of third parties not involved in the accident, he shall report as soon as possible to the nearest Police Authority, and get a copy of the report, which must be delivered to the Lessor, must fill in, in case of damage only to property and means involved in the accident, an amicable statement of accident in all its parts, sign it and have it signed by the other party, taking note of the names and addresses of the parties and witnesses, plate numbers of all vehicles involved, data relating to the insurance and ownership of such vehicles; provide the Lessor with any other useful information. In case the Client does not submit an amicable accident report completed in its entirety, and signed by the other party and/or the report completed by the local Police or Authorities, the Client will be personally liable for all damages, since in this case the operation of the insurance coverage is not guaranteed.

9.3. In case of theft or fire of the vehicle the Lessee is obliged to report the fact to the nearest Police Authority and to give the Lessor an authentic copy of the report. In this case the rental is due until the date of delivery of the copy of the report, at the agreed rental rate. Together with the copy of the report, the Client shall return the keys of the vehicle to the Lessor. In any case, the Client must immediately notify the Lessor of the theft or loss of the vehicle, in order to allow it to be found by GPS, providing all the necessary elements.

9.4. The Lessor is exempt from liability for damage to property or personal injury resulting from breakdown or malfunction of the vehicle or road accidents.

9.5. The Lessor is exempt from liability for damage to things or people, fines deriving from the use of the e-dway App, the tenant's obligation remains to comply with the highway code and the laws in force even if for malfunctions due to the system. App should indicate otherwise.

## 10. Assistance.

10.1. E-DWAY S.r.l. guarantees assistance on the rented Vehicle, with possible replacement, in case of failure or damage of the Vehicle not due to intent, fault or misuse by the Lessee.

10.2. Assistance is free within the urban perimeter (10 km from the place of delivery of the vehicle), except for the places covered by the preloaded route, however covered by assistance. Outside this perimeter, assistance will be charged to the Renter, unless otherwise agreed in writing at the time of delivery and in any case if the vehicle is stopped due to the end of the battery due to the user's negligence, a fixed amount of € 50 will be applied. For recovery within 10km and € 150 over 10km.

## 11. Withdrawal or renunciation by the Lessee

11.1. The Lessee may withdraw from the contract signed up to 48 prior to delivery of the vehicle without penalty. The Lessor undertakes to return in full the amount paid as rent within the following 48 hours.

11.2. The cancellation shall be made by e-mail to info@e-dway.com or any other address communicated by E-Dway s.r.l.

## 12. Termination of the Lessor

12.1. The Lessor may withdraw from the contract within 48 hours of delivery, sending timely written notice to the Lessee's e-mail address and proceeding with the return of the sums by crediting the card within the following 24 hours.

12.2. The Lessor may withdraw only later and until the time of delivery of the vehicle only for justified objective reason or force majeure, except for the reimbursement of the sums paid.

## 13. Duration of the rental

13.1. The duration of the rental is agreed in the Booking Request or, if the booking is physically made at the offices, in the delivery report. The Parties may agree in writing on a different rental period at the time of delivery.

13.2. The Lessee may request an extension of the Contract by notifying the Lessor at least 24 hours before the expiry of the deadline for delivery. However, the Lessor shall be entitled to grant such extension, subject to the availability of the rented vehicle for the requested extension period. The extension will take place at the conditions provided for in the current price list unless otherwise expressly agreed in writing between the parties. In the latter case, the modification of the previous conditions must result from a written document sent also by message, fax or e-mail and confirmed by the other party.

## 14. Failure of the Lessee and automatic termination of the contract.

14.1. The rental agreement shall be considered as terminated ipso iure if the Lessee is in default of the following obligations:

a) in case the payments are not successful;

b) in case the security deposit is not paid or the guarantee charge as per point 5 of these general rental conditions is not authorized;

c) if it is not in possession of the necessary and in any case required for driving the vehicle. In such cases, the Lessor shall retain as a penalty the amount corresponding to the rental fee.

## 15. Failure of the Landlord

15.1. If the Lessor is in breach of its contractual obligations, in particular, does not make the Vehicle available at the agreed date and place (except as provided in paragraph 12.2.) delivering a vehicle of a lower category than the one agreed, the Lessee may terminate the contract and obtain from the Lessor the refund of the sums paid, except as provided for and accepted as compensatory commercial offers.

## 16. Dispute resolution

16.1. For all disputes arising from this contract or connected to it, which may arise between the Parties, pursuant to and for the purposes of Legislative Decree no. 28 of 4 March 2010, the Parties are obliged to resort to the preventive mediation procedure at OCF

Organismo di Conciliazione di Firenze Viale Guidoni no. 61 (50127) Florence (Palazzo di Giustizia), registered at no. 37 of the Register of Conciliation Bodies kept by the Ministry of Justice.

## 17. Place of jurisdiction

17.1. Should it not be possible to find an amicable solution through conciliation, the Parties hereby agree that any dispute regarding the validity, interpretation, execution and/or termination of this Contract shall be subject to the jurisdiction of the Italian Judicial Authority and that the Court of Florence shall have exclusive jurisdiction, with the express exclusion of any alternative and/or competing Court.

## 18. Information on the processing of personal data of the Lessee Customer

18.1. By signing this contract, the Lessee declares that he or she has been expressly informed in advance of the data provided by him or her:

- are stored in the computer and/or paper archives of the Lessor;

- are used by the same as well as by external entities or companies connected to it for the fulfillment of legal, contractual and fiscal obligations, as well as for administrative, commercial and promotional uses deriving from the activity carried out;

- that it has been informed by E-DWAY S.r.l. regarding the installation, on vehicles owned by E-DWAY S.r.l., of a satellite device provided by a third party. In particular, that personal data and the data of the users of the above mentioned vehicles, if any, as well as those collected through the satellite device, are processed by E-DWAY, as Data Controller and by the supplier of the device, appointed for this purpose as external data processor, for the sole purpose of detecting - the geographical position of the vehicle in case of theft/ robbery or embezzlement; - the acceleration and positioning data of the vehicle in case of accident and the related map; - some data and travel statistics. The personal data thus acquired will not be disseminated and may be communicated to the competent public entities and authorities for the purposes of compliance with regulatory obligations (e.g. administrative or judicial measures or procedures regarding rented vehicles) and to third parties, operating in Italy and abroad, for the performance of tasks and activities of a technical and organizational nature, instrumental to the purposes indicated above, such as insurance companies - external professionals and/or companies providing services and advice in the insurance and legal field. The interested party, whether customer or user, may at any time assert his rights, as provided for by the Privacy Code.

He also declares to have acknowledged that he has the right to know, cancel, rectify, update, integrate and oppose the processing of the data according to the provisions of Legislative Decree 196/2003 and that in order to assert his rights he can contact the Data Processing Manager, identified within E-Dway, at the following e-mail address: info@e-dway.com.

I Accept.  
1st signature \_\_\_\_\_

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Client declares to have read and accept the clauses set forth in Articles: n. 5 (Security deposit and guarantee, authorization to charge), n. 7. (return of the vehicle and delay) in particular point 7.7. (Penalty and liability of the Lessee for late delivery), No. 11 (Withdrawal or waiver of the Lessee), No. 12 (Withdrawal of the Lessor), No. 14 (Failure of the Lessee and automatic termination of the agreement), No. 15 (Failure of the Lessor), No. 16 (Dispute resolution), No. 17 (Place of jurisdiction), No. 18 (Information on processing of personal data of the Lessee)

I Accept.  
2st signature \_\_\_\_\_

DELAYED CHARGE AGREEMENT

The undersigned \_\_\_\_\_ holder of the card used at the time of rental or in any case the person who assumes responsibility for the rental contract of the vehicle recognizes and accepts all expenses as of now (any further damage to the vehicle, attributable to the Renter Customer and not covered by insurance, even extra maximum; any charges: motorway tolls; payment of fines for no parking, parking costs; penalties for violations of the Highway Code and any other fines imposed during the rental; administrative costs fines, delayed redelivery) detected or found after the delivery of the car, and authorizes E-DWAY srl ad to charge them on their credit card or to issue an invoice with commitment and obligation to be paid within 5 days of issue.

I Accept.  
Subscription \_\_\_\_\_