

## GOVOLT SHARED MOBILITY SERVICE REGULATION

### 1 Introduction to the Service

- 1.1 All capitalized terms not otherwise defined in these regulations ("**Regulation**") shall have the meaning assigned to them in the "GoVolt Shared Mobility Service Agreement General Terms and Conditions" ("**General Terms and Conditions**").
- 1.2 The Customer can use the Service and search for the Vehicle to be used through an iOS or Android operating system App previously installed on the Customer's Device.
- 1.3 The use of the Service happens through specific functionalities of the App for the start, the management and the end of the Rental.
- 1.4 The Regulation define the methods of use and enjoyment of the Service. The Customer is provided with a copy when accepting the proposal to subscribe to the Service, as well as being published on the website of the Provider, available at the URL [www.govolt.it](http://www.govolt.it) (the "**Website**"), in order to be consulted at any time.
- 1.5 The Provider reserves the right to modify these Regulation or their attachments at any time by notifying the Customer in accordance with the General Conditions.
- 1.6 The Customer is aware that the Service may be subject to limitations and impediments beyond the control of the Provider, as set out in the General Conditions.

### 2 Registration

- 2.1 Registration to the Service is granted exclusively to individuals and can only be done through the App of the Provider or by an Aggregator's App. The Customer will be required to read, approve and sign this Regulation document and the Provider Service General Terms and Conditions in case the subscription is carried out by an Aggregator's App.
- 2.2 Registration is activated by the Provider's acceptance of the prospective Client's proposal after that:
  - (a) the potential Customer has filled in all the mandatory fields;
  - (b) for Mopeds, the potential Customer has correctly entered the data of a valid driving licence;
  - (c) for Kick Scooters, the potential Customer has correctly entered the data of a valid identity document; for Kick Scooters it is not necessary to enter the data of the driving licence;
  - (d) the data relating to the Payment Method provided by the potential Customer for payment for the Service have been verified and approved by the payment platform used by the Provider;
  - (e) the potential Customer has used during registration, and will use for the duration of use of the Service, a mobile phone number for mobile and personal communication services that is valid and attributable to them, this will be validated by sending a SMS during registration to the Service;
  - (f) the prospective Customer has accepted the Regulation and has accepted the Terms and Conditions;
  - (g) the prospective Customer, where necessary, has given their consent to the use of, and has permitted the processing of, their personal data by the Provider for the purposes of the Service;
  - (h) the prospective Client undertakes to respect and execute in good faith and with the diligence of the good father of a family the commitments undertaken with the registration to the Service and contained in the Regulation and in the General Conditions for each individual Rental and as long as it remains Customer of the Service;
  - (i) the prospective Customer selects in the App the appropriate command "REGISTER".

- 2.3 Use of the Service through the Aggregator Apps is allowed only after installing the aforementioned Aggregator Apps and proceeding with the relative registration and activation, as indicated by each Aggregator Partner their App.
- 2.4 The use of the Service is only permitted to the Customers.
- 2.5 When applying for the Service, the prospective Customer is informed about the purposes of the Service and how the Service is provided and if they agree with the terms and conditions, enter their data on GoVolt App or on the Aggregator's App and explicitly accept the terms and conditions proposed, including the General Conditions and this Regulation document.
- 2.6 The following information is mandatory for registration purposes:
- (a) for Mopeds: country of issue of the Driving Licence;
  - (b) data for access to the App: ID (e-mail) and password;
  - (c) Customer's personal data and taxpayer identification number;
  - (d) Customer's residence data;
  - (e) Customer's contact data including a mobile phone number for mobile and personal communication services that is valid and traceable to the potential Customer; this data will be verified by sending an SMS or an email to ensure the existence of said data;
  - (f) Customer's acceptance of the Regulation, General Conditions and information on the processing of Customer's personal data ("**Privacy Policy**");
  - (g) for potential Customers with an Italian Driving Licence and for the use of Mopeds: Driver License data;
  - (h) for potential Customers with a Foreign Driving Licence and for the use of Mopeds: data and copies of identity documents and driving permits as clarified in the Terms & Conditions;
  - (i) complete data with a valid identity document and not expired;
  - (j) a valid Method of Payment for payment of the Service;
  - (k) consent to the geo- localization of the Device on which the App is installed, for the purpose of using the Service.
- 2.7 The Customer, if applicable, may also fill in the optional fields relating to promotions and / or agreements; in this case the possibility of enjoying the relative benefits will be subject to verification by the Provider of the data entered and the actual legitimacy of the Customer to take advantage of the benefits.
- 2.8 In order to be able to send to the Provider the proposal for registration to the Service, the potential Customer must, among other things, expressly consent to the geo-localization of the Vehicles, as well as to the collection of data relating to the circulation of the Vehicles, the processing of personal data and, if requested, send the Provider an instant photo of his face next to an identity document, e.g. an identity card, also by means of "selfie".
- 2.9 The data thus entered is processed and, if no irregularities are found, the proposal for registration to the Service by the potential Customer is sent to the Provider.
- 2.10 If the Provider does not find any irregularity in the proposal for registration to the Service by the potential Customer, they will send the Customer an e-mail notifying acceptance of the proposal with contractual documentation attached and confirmation of Account activation.
- 2.11 The Account is strictly personal and is not transferable to third parties. The access data (email and password) are personal and non-transferable.
- 2.12 The Customer is expressly prohibited from making more than one registration to the Service.

- 2.13 Failure to comply with this obligation to conserve and not transfer the Account is sanctioned in accordance with the General Conditions.
- 2.14 If a Customer suspects the use of the Account by a third party, they must immediately contact Customer Service.
- 2.15 The fields filled in by the Customer at the time of registration for the Service are stored in the Customer profile available through the App (or the Aggregator's App). With the credentials created at the time of registration, through the App (or the Aggregator's App) the Client is able to access and modify his profile. Moreover, by accessing the profile, the Client is able to consult information on utilization, such as, but not limited, to the history of the services used, invoices and any Vouchers.
- 2.16 With the finalization of the registration process on the App, the Client:
  - (a) declares that they have saved and/or printed a copy of the Privacy Policy, these Regulation and the General Conditions, that they have read and understood them and that they have nothing to object to;
  - (b) fully accepts the Regulation and the General Conditions.

### **3 Location, booking and access to the Vehicles**

- 3.1 The Provider does not guarantee any technical compatibility between the App and the Customer's Device and does not assume any responsibility in relation to the compliance of the Device with the technical requirements from time to time required by the App.
- 3.2 All Vehicles are geo-located by GPS system and can be tracked by the Provider at any time, even when used by the Customer, for the purpose of checking their functionality and efficiency.
- 3.3 The available Vehicles are located in parking allowed in public areas or in parking areas made available by the Provider inside the Operational Area.
- 3.4 The Customer can locate all available Vehicles through the App (or the Aggregator's App).
- 3.5 From the App (or the Aggregator's App), the Customer can view on the map the available Vehicles closest to his position or to another indicated address.
- 3.6 When the Vehicle indicated in the map is selected, the Customer must ascertain its autonomy and if it is sufficient to allow him to complete the desired route before pressing the "SLIDE TO RIDE" button (for Mopeds) in case the App is used, or complying with the instructions provided by an Aggregator's App.
- 3.7 Once the desired Vehicle is identified, the customer is allowed to book it by pressing the "SLIDE TO RIDE" button. Reservations must be made through the App.
- 3.8 Booking is free of charge for a maximum period of 15 (fifteen) minutes. From the sixteenth minute, the Additional Minute Booking Rate may apply. The reservation can be cancelled at any time through the App.
- 3.9 In the event that the Customer decides to cancel the booking, without the Customer starting the Rental, the Vehicle will be made available again and bookable by other clients.
- 3.10 In the event that a Customer cancels more than 3 (three) bookings (even non-consecutively) within 24 (twenty-four) hours, without ever using the Service, the Provider may suspend the Customer from using the Service.
- 3.11 The Customer must book a Moped only when they actually intend to use it. The Provider reserves the right to verify the improper use of Vehicle bookings by the Customer. In this case, the Provider may suspend the Customer from the Service, or terminate the Contract, pursuant to the General Conditions.
- 3.12 After reaching the reserved Vehicle, the Customer must use the App to unlock the Vehicle, open the top-case (for Mopeds), wear the helmet (for Mopeds) and begin the Rental.

- 3.13 The Customer can also immediately use a Vehicle identified directly on the road. Kick Scooters do not require a reservation.
- 3.14 Only for available Vehicles, the customer is allowed to use the Vehicle immediately: using the App the Vehicle can be unlocked and the top-case opened (for Mopeds), thus starting the Rental.
- 3.15 Both in the case of booking and access to the Vehicle and in the case of immediate use of the Vehicle, the Vehicle rental is effective from the moment the vehicle is booked and is regulated by the present General Conditions and by the applicable legislation.
- 3.16 In the case of Moped Rental, after the unlocking of the Vehicle, the Client can open the top-case, by means of a dedicated button on the App, and thus accessing the helmets. Before starting to use the Moped, the Customer must ensure that the top-case is closed properly and securely.
- 3.17 In case of Rental of Kick Scooters, the Customer must be close to the Vehicle. The Vehicle is unlocked by the App, by scanning the QR code, placed on its handlebar, identifying the Kick Scooter. Once the QR code has been scanned, the Kick Scooter will switch on and be ready for use. If scanning the QR code is problematic, you can type the QR code number directly into the App.

#### **4 Vehicle collection**

- 4.1 At the time of picking up the Vehicle and at the end of the Rental the Customer is required to verify that the Vehicle itself is not damaged (for example: damage to the bodywork, wheels, saddle, abnormal noise of the Vehicle, warning lights for Vehicle malfunction, etc.). In the event that the Vehicle is not suitable for use, the Customer must release it by reporting the anomalies found through the App or through the Aggregator's App. Generally, if needed, the Customer, can always contact the Customer Service directly through the App (or through the Aggregator's App) for assistance and further reports.
- 4.2 Each Rental is considered started when the Customer presses the "SLIDE TO RIDE" button on the App and will terminate when he presses "END" on the App and when he has successfully completed the Rental termination procedure. The Vehicle is considered in use and the payment of the Rental will start when the Customer presses the "UNLOCK" button on the App. In case the Customer is using an Aggregator's App, the Rental will start or will terminate as per instructions provided from the Aggregator's App.

#### **5 Use**

- 5.1 For every Vehicle Rental, the Customer is forced to strictly comply with the provisions of the General Conditions and of these Regulation.
- 5.2 The Vehicles must be used in the ways and within the limits established by the Regulation, the General Conditions and all applicable regulations, as well as any instructions given by the Provider to the Customer at the time of booking and/or during use.
- 5.3 Only Clients registered to the Service and in possession of a valid Driving Licence in accordance with the provisions of the General Conditions may use the Vehicles.
- 5.4 The Vehicle must be driven exclusively by the Customer registered to the Service and holder of the current reservation. It is strictly forbidden to allow third parties to drive the Vehicles, even if the third party is another Customer. In the event of an infraction, the Customer may be charged with a penalty, as defined and provided for in the General Conditions.
- 5.5 The Vehicle must be conducted in compliance with all applicable legislation, including the Italian Highway Code (*Codice della Strada*), the Italian Civil Code (*Codice Civile*) and the Italian Penal Code (*Codice Penale*), and in general with the utmost diligence.
- 5.6 The Customer, at the time of each individual Rental, must be in full possession of their mental faculties and must not have taken any type of drug, alcohol or medicine that could potentially compromise the Customer's ability to drive.

- 5.7 In general, Vehicles do not have access to areas where traffic is forbidden to Vehicles (e.g., urban pedestrian areas).
- 5.7.1 Users agree to use the Scooter or the Moped within the Operating Area, and will ride it in accordance with the regulatory dictation governing the matter or in full compliance with the provisions dictated by: (a) Legislative Decree n. 285 of 04/30/1992 (the "Codice della Strada" or "CdS" or the "Highway Code") and subsequent amendments and additions; (b) D.M. 04/06/2019, and (c) by art. 1, paragraph 75, of Law 160 of 27/12/2019.
- 5.7.2 Vehicles covered by these General Rental Conditions may circulate: (i) on urban roads and cycle paths at a speed not exceeding 25 km/h; and (ii) in pedestrian areas, provided that the speed does not exceed 6 km/h and according to what is prescribed in paragraph 9 bis of art. 182 of the Codice della Strada (Highway Code) referred to in art. 377 of the Presidential Decree December 16, 1992, n. 495, containing the regulation for the execution and implementation of the Nuovo Codice della Strada (the New Highway Code).
- 5.7.3 When customers ride Scooters in pedestrian areas, they must avoid any behavior that hinders the normal transit of other pedestrians. In any case, the provisions of paragraph 10 of the aforementioned art. 182 of the Highway Code shall apply.
- 5.7.4 Moreover, the Municipalities will install along the road infrastructures and/or parts of the road identified in accordance with paragraph 1 of the D.M. 04/06/2019, specific vertical and horizontal road signs in accordance with Annex 3 of the D.M. 04/06/2019 to which the Customer must comply.
- 5.7.5 The Customer's attention is also drawn to compliance with the provisions of paragraph 9 bis of art. 182 CdS which states that "... outside the inhabited centers from half an hour after sunset to half an hour before its rising, the driver of Scooters has to wear high visible and reflective vest or braces, as per paragraph 4-ter of article 162 ...".
- 5.7.6 The use of a protective helmet by the customer is highly recommended.
- 5.7.7 The Customer agrees to use the Scooter or Moped in accordance with what is described on the dedicated FAQ section of the Provider Website. After parking, and before leaving the Scooter or Moped, the Customer must ensure that it is parked in the Operating Area, and in compliance with the regulations (e.g. in areas and in ways that do not constitute an obstacle pedestrians or vehicle traffic) and checking that the Vehicle is correctly locked.
- 5.7.8 The Customer may use the Kick Scooter outside the Operational Area. Nevertheless, the Rental can be finished only within the Operational Area. The speed of the Kick Scooter outside the Operational Area will be, through the aid of geo-localization tools, automatically reduced to a maximum speed of 6 km/h, until the Kick Scooter returns within the Operational Area established and visible on the App or on the Aggregator's App and on the website [www.govolt.it](http://www.govolt.it).
- 5.8 Some municipality Authorities (e.g. Milan) impose local regulations, in addition to those of the Highway Code, and the Customer is required to comply with them. For explanatory purposes, but not limited to them:
- (i) The Provider is required to remotely enforce a maximum speed to the Kick Scooter, on a georeferenced base (including but not limited to: 6km/h in pedestrian areas, 25km/h on bike paths and on urban streets). The Customer is aware of that, and will put in place the appropriate driving precautions accordingly, following the maximum speed changes of the Kick Scooter in some cases automatically actuated from the Platform.
  - (ii) Transit of Scooters on certain roads is forbidden. In addition to the appropriate signs installed by such Authorities, the Provider highlights these areas (a.) By colouring ("Rendering") these areas differently on the App; (b.) Through graphics and texts that appear on the Device ("Pop-Up" or "Push Notifications"); and (c.) Through FAQs and maps on the Site.
  - (iii) Parking in the city center is allowed only in some specific areas ("Parking Areas"), i.e. near some bicycle stalls. They require the Provider to prevent the rental from closing if the vehicle is not near such stalls. In addition to the appropriate signs installed by the municipal Authorities, the Provider highlights these areas (a.) With different Rendering of these areas on the App, (b.) Through Pop-Ups and/or Push Notifications; and (c.) through FAQs and maps on the Site. The Customer is responsible for any failure to comply with these regulations.

- 5.9 Customers' attention is drawn to the prohibition on exceeding the speed limits set by road signs. To this end, GoVolt guarantees that both Scooters and Mopeds are equipped with a speed limiter. The circulation of the Scooter must take place in compliance with the rules on road traffic, dictated by the Codice della Strada to which specifically refers the art. 1, paragraph 75, of Law 160 of 27/12/2019.
- 5.10 It is however forbidden to transit on highways and suburban roads, on urban areas characterized by paving of the pavé type pursuant to the Regulations, both for safety reasons of the Customers and to avoid possible damages to the Scooter.
- 5.11 When using Scooters or Mopeds, Customers must always avoid sudden manoeuvres which can be an obstacle or danger for the vehicles that follow.
- 5.12 In the case of crossing roadways with particularly intense traffic and, in general, where circumstances require it, Customers are required to cross by holding the vehicle by hand, as well as near pedestrian crossings. Under no circumstances, Customers are allowed to use the mobile devices while driving, much less through the use of headphones or earphones.
- 5.13 Scooters are intended for use by standing customers and cannot be equipped with a seat.
- 5.14 When Customers travel with Scooters and Bicycles in pedestrian areas, they must not exceed the speed of 6 km/h: for this purpose, the speed limiter provided for by art. 2 co. 7, second period, D.M. 04/06/2019 and in compliance with the EC Directive 2002/24/EC.
- 5.15 When Customers circulate with Scooters on pedestrian routes, and in areas 30 (or similar to them for technical, functional and circulation characteristics), they must conform their behavior, according to the provisions of the Budget Law, to the provisions of art. 182 of CdS.
- 5.16 Any penalties for the violation of the law on the circulation of the Vehicles (Highway Code, municipal regulations, missed tolls and parking fees, etc.) will be notified to the Customer who must provide for the relative payment.
- 5.17 All pecuniary sanctions will be applied, upon notification, to the Customer who at the time of the infraction had been using the Vehicle subject to sanction or whose behaviour in the use and release of the Vehicle entailed the application of the sanction.
- 5.18 Vehicles cannot be parked in private areas other than those specifically reserved for parking the Vehicles of the Service.
- 5.19 After having answered about the status of the Vehicle on the app (or through the Aggregator's App), the customer can start up it by pressing the "UNLOCK" button on the App (or according to the Aggregators' App). At this moment, the Vehicle will be unlocked, and it will be possible:
- (a) for Mopeds, to open the top-case inside of which there will be two helmets and disposable hygienic caps;
  - (b) remove the kickstand of the Vehicle and, for Kick Scooters, after giving an initial push and reached the speed of 3 km / h the acceleration lever will be usable.
- 5.20 The use of the Kick Scooter is limited and allowed to only one passenger at a time. It is not allowed to carry goods of any kind with Kick Scooters.
- 5.21 Once the journey is finished, the Customer must park the Vehicle correctly and within the Operational Area, placing it on the kickstand.
- 5.22 For Mopeds only, the selection of the "PAUSE" option on the App blocks the Vehicle, but does not terminate the Rental, so the use of the Vehicle continues to be charged to the Customer. Similar instructions could be provided from the Aggregators' Apps.
- 5.23 The Vehicles are all equipped with a sensor that indicates to the Provider's headquarters any sudden abrupt braking and sudden manoeuvres, with the aim of increasing the safety of the Customer.
- 5.24 While the kickstand is in the parking position, the Vehicle will not start.

- 5.25 You must lift the kickstand in order to use the Vehicle and start driving.
- 5.26 Special attention must be paid to the fact that the Vehicle, being electric, makes no noise during start-up and use.
- 5.27 The map in the App (or through the Aggregator's App) indicates whether the Vehicle is outside or inside the Operational Area.
- 5.28 Outside the Operational Area, the Customer cannot release the Vehicle and terminate the Rental.
- 5.29 The Customer cannot release the Vehicle and end the Rental if it is in an area where it is not possible to track the GPS and/or GSM signal, even if within the Operational Area. In this case the App will indicate to the Customer the need to move the Vehicle to an area with better reception.
- 5.30 The permitted parking spaces depend on the city in which the Service is provided and are described in the Tariffs, Transits and Parking Attachment of the General Terms and Conditions.
- 5.31 The Customer may not release the Vehicle in private or company car parks, unless these are expressly marked as parking spaces reserved for the Service's Vehicles for the specific city in which the Service is active.
- 5.32 In all parking areas of the Service, both free or paid, parking is permitted only in the dedicated stalls, marked with colours and/or identifying symbols and indicated on the Website and/or App. If all the stalls reserved for the Service's Vehicles are already occupied, the Customer may not leave the Vehicle in different stalls.
- 5.33 Inside the parking lots, both free and paid, reserved for the Service, the customer in no case can:
  - (a) unload and store objects of any kind with particular regard to flammable objects;
  - (b) carry out repairs, oil changes, recharge batteries, accumulators, etc., and in general to perform any maintenance or washing of the Vehicle;
  - (c) park Vehicles with leaks from the tanks or with other defects that could in any case cause damage to the area and the road/road surface;
  - (d) carry out any behaviour that could cause potential risk or damage to persons, things or the environment. In any case, the Customer must comply with the instructions given by the car park operator.
- 5.34 The Customer can park the Vehicle only where permitted by the Highway Code and/or the Municipal Regulations. Parking is not permitted in reserved stalls such as, but not limited to, parking reserved for disabled people, law enforcement agencies, loading and unloading goods, taxis, institutions or diplomatic corps, etc.
- 5.35 After having parked the Vehicle in the permitted spaces within the Operational Area, the Customer has the option of releasing the Vehicle by selecting the "END" option on the App (or following Aggregators' App instructions).
- 5.36 The Customer may not release the Vehicle outside the Operational Area or outside the permitted spaces. Parking outside the Operational Area is permitted only in the case of parking in "PAUSE" mode and therefore with the Rental still active. Failure to comply with these obligations will result in the charging of Penalties, as provided for in the General Conditions.
- 5.37 At the end of the Rental the Client must ensure that:
  - (a) the Rental is correctly completed, and the Vehicle locked and in off-mode;
  - (b) the Vehicle is correctly positioned on the stand and on a flat place;
  - (c) the Vehicle is inside the Operational Area;
  - (d) for Mopeds, the two helmets are correctly stored inside the top box;
  - (e) for Mopeds, the top box is well closed;

- (f) a picture of the parked Vehicle is required before said Vehicle turns off;
- (g) all documents, manuals and accessories of the Vehicle are in order and in their original position.

- 5.38 The Client must immediately inform the Customer Service of any problems during the closing of the Rental or any damage occurred or caused to the Vehicle during the Rental.
- 5.39 If, due to the low or missing connection of the Device, it is not possible to finish the Rental, the Client must park the Vehicle elsewhere and repeat the operation.
- 5.40 If the Client leaves the Vehicle without having duly completed the Rental, the same will continue with the consequent debit of the corresponding amounts as provided by the current Rates at the time of activation of the Rental.
- 5.41 Failure by the Customer to comply with the above obligations will result in the charging of penalties as provided for in the General Conditions.
- 5.42 Once the option "END" has been selected in the App (or following Aggregators' App instructions), the Client will have to wait for the Rental session to end correctly, with confirmation of the end of the Rental session on the App, and for the lights of the Vehicle to turn off. Otherwise, the Vehicle will remain in the state of Rental to the Customer, who will continue to be charged for its use.
- 5.43 At the end of each Rental, the Customer can view a summary of the use of the Vehicle directly through the App in the section "my trips", such as: minutes of Rental, distance covered, any vouchers used, total amount of the Rental charged.
- 5.44 In case of an anomaly during the procedure of termination of the Rental or failure to receive the above e-mail communication, the Customer is required to contact Customer Service immediately.
- 5.45 The Customer can consult the details of his movements, such as mileage, minutes of use, total cost of the Service in the appropriate sections of the App.
- 5.46 The Customer is required to leave the Vehicle used clean. The Provider reserves the right to charge a Penalty for extraordinary cleaning to the customer who last used the Vehicle, as indicated in the General Conditions.
- 5.47 The finding of abandoned objects on or in the Vehicles must be reported to the Customer Service, which will provide all necessary information to allow the recovery of the same by the Provider.
- 5.48 The Customer has the right to recharge the battery of the Vehicle through the use of electric charging stations possibly made available by the Provider, of his property or through agreements with partners.
- 5.49 The Customer may not under any circumstances block or bind the Vehicle with any type of device (e.g. chains, padlocks, cables, etc.).

## **6 Rates, payment and billing**

- 6.1 The Customer declares to be aware of the rates regulated by the General Terms and Conditions and indicated in the Tariffs Attachment of the General Terms and Conditions.
- 6.2 For each Rental, the Provider will require a pre-authorization as a security deposit, in the amount of 10 euros. If the pre-authorization is not successful, the Customer will not be able to use the Service.
- 6.3 The Security Deposit will not be collected by the Provider and will be released to the Customer no later than 7 days after the end of the Rental period.
- 6.4 The credit card or prepaid card, if allowed, registered by the Customer in his profile is the normal method of payment for the Service. The total amount due for the Rental is charged at the end of the Rental period.
- 6.5 The Client hereby authorises the Provider to charge the amount due in relation to the Fees to the credit card or prepaid card.

- 6.6 In case of extended Rental and outside the Operational Area, the Provider reserves the right to periodically charge the total amount accrued and to charge in advance determined amounts, as provided by the General Conditions. At the end of the Rental period, the amount actually accrued and due by the Client for the Rental will be charged.
- 6.7 At the time of a charge of the Rental fee both at the end and during the Rental period (excluding any charges outside the Operational Area), the system automatically calculates the total amount to be charged by deducting any Vouchers available to the Customer.
- 6.8 Any sanction imposed by the competent authorities for or in relation to the use of the Vehicle will be fully borne by the Customer, including any additional costs and/or charges.
- 6.9 For Customers with a Foreign License, the Provider, at the time of booking the Vehicle, will charge in advance to said Customer the amount provided for in the General Conditions. This advance charge will be fully or partially offset against the total amount actually due for the Rental. In the event of a negative outcome of the advance charge, the reservation will be automatically cancelled.
- 6.10 The invoice, issued in electronic format, can be requested by e-mail or telephone to the Customer Service.

## **7 Voucher**

- 7.1 All Vouchers may only be used once by the same Client who may not use the same Voucher more than once.
- 7.2 Each Voucher has a predetermined validity. In case of expiration, it will lose its validity.
- 7.3 The amount of promotional Rental credit may vary depending on the reference Vouchers.
- 7.4 Vouchers cannot be combined with each other unless this possibility is expressly established.
- 7.5 Some Vouchers may be limited in their use. In this case the Customers will be informed.
- 7.6 The registration vouchers can be entered in the first screen of the registration to the Service or in the area dedicated to the registration of promotional codes.
- 7.7 Vouchers can belong to the following categories:
  - (a) Registration Vouchers: this type of code can only be used by new Customers at the time of the first registration to the Service;
  - (b) General Vouchers: they are created for new Customers and already registered Customers;
  - (c) Vouchers with references: they are granted to already registered Customers following the registration to the Service of a new Customer as a consequence of the notification of a Customer already registered to the Service.
  - (d) Convention Vouchers: they are granted to Customers on the basis of specific commercial agreements between the provider and third parties. The Provider will verify the existence and permanence of the benefits deriving from these benefits for the Customers.

## **8 Vehicle malfunction**

- 8.1 In case of malfunction or blockage of the Vehicle, the Customer is required to immediately stop using the Vehicle. With the Vehicle parked in a space where release is permitted, the Customer is required to call Customer Service to describe the problem and provide the exact address where the Vehicle is parked. After this proceeding, the Customer is free to leave the Vehicle.
- 8.2 In case of malfunction or blockage of the Vehicle during use outside the Operational Area or with the Vehicle parked outside the spaces where the release of the Vehicle is allowed, the Customer is required to contact Customer Service to describe the problem and provide the exact address where it is located. An operator of the Assistance Service will be sent on the spot. The Customer may not leave the Vehicle until a Customer Service representative has arrived on site.

## 9 Accidents

- 9.1 In the event of a smash-up while using the Vehicle, the Customer is required to call the Customer Service immediately describing the type of accident, damage to the Vehicle and providing the exact address where it is located. In particular, the Customer must fill in the accident form found in the documents inside the Vehicle, take photographs of the place of the accident and of the Vehicle and other Vehicle involved in the accident (also show the license plates of the vehicles involved in the accident) and must send them to the Provider by email within 12 hours.
- 9.2 In the event of an accident, the Provider will decide at its own discretion whether to send an operator to the place of the accident and whether the Customer should remain at the place of the claim until the operator arrives. At the location of the accident, the Customer must follow all instructions received by telephone from the Customer Service and/or on site from the Provider's operator. Failure to comply with these instructions may involve the application of Penalties, as provided for in the General Conditions.
- 9.3 The Customer must deliver to the Provider's operator any jointly-agreed statement for insurance purposes (*CID*) completed at the time of the claim and any reports issued by the authorities involved. In case that the intervention of the Provider's operator is not possible, the Customer must leave the jointly-agreed statement for insurance purposes and any reports inside the Vehicle.
- 9.4 The Customer must notify the accident and provide the Provider with all the information necessary for the insurance practices to be carried out. In the event that the Customer does not cooperate with the Provider in the handling of the claim and the related insurance practices, Penalties may be applied, as included in the General Conditions.
- 9.5 Following the accident, if the Vehicle is in a condition to circulate regularly and the Customer intends, under his own responsibility, to still reach the desired destination, the Customer must request explicit authorization from Customer Service to keep the Vehicle in use.

## 10 Theft, robbery, vandalism

- 10.1 In case of theft, robbery, or vandalism against the Vehicle during use by a Customer, the Customer is required to immediately contact Customer Service indicating the location and describing the incident.
- 10.2 Customer Service can send an operator to the site. In this case, the Customer is forced to remain on the spot until the arrival of the operator. The Client, with the support of the operator, must go to the competent authorities to file a report. The Client, after having made a complaint, provided all the documentation and information requested by the operator sent on the spot, is free to leave.
- 10.3 If it is not possible to send an operator on site, the Customer must independently comply with the provisions of the General Conditions.
- 10.4 All reports of possible theft, vandalism or illegal behaviour against Vehicles not in use by the Customer are appreciated. The Customer can contact the Customer Service at any time for this type of report and is not required to remain on the spot.

## 11 Accessories made available by the Provider

- 11.1 The Provider may make available to Customers on all or some Vehicles of the Service some courtesy accessories that may be, but not limited to: battery charger for mobile phone, winter cover, mobile phone holder, etc. ("**Accessories**").
- 11.2 The Customer who intends to use the Accessories will do it under their own exclusive responsibility and scrupulously following any instructions on the correct use of the Accessories that the Provider will provide with dedicated communications and/or special brochures in the Vehicles in which they are present.

- 11.3 If the Customer notices malfunctions, impossibility of installation and use and/or dirt on the Accessories, and cannot make use of them, he must immediately inform the Provider through the Customer Service.
- 11.4 In any case, it is understood that the Provider, except for the limits of the law, does not assume any liability in relation to damages suffered by the Customer and/or by third parties as a result of or in relation to the use of the Accessories by the Customer.

***The Customer***

***GoVolt S.r.l.***

\* \* \*

The Customer, after having read these Regulations, declares, pursuant to and for the purposes of art. 1341 and 1342 c.c., to accept in full and specifically approve the following clauses:

Clause 1.5 (Unilateral modification of the contractual conditions); Clause 3.10 (Suspension of the Service); Clause 3.11 (Suspension of the Service); Clause 11.4 (Limitation of liability).

***The Customer***