



## Regulations of the free-floating car-sharing service

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**OMNIBUS Soc. Cons. a.r.l.**

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## GENERAL CONDITIONS OF CONTRACT

### Art. 1 - Preliminary remarks

The following preliminary remarks are to be considered as an integral part of the general conditions of the contract for the free-floating car-sharing service called "**CORRENTE**".

**CORRENTE** is a service by means of which the company OMNIBUS Soc.Cons. a r.l. with registered office in Bologna, Via di Saliceto, 3, 40128 Bologna provides the user Customer (hereinafter "Customer") with the use of cars for a certain period of time for a consideration.

In particular, the service offered by Omnibus S.c a r.l (the Provider) allows subscribed customers (Customers) to use a car by paying only in proportion to the actual use during each Rental and without any fixed fee.

The Customer can search for the car through one of the two existing channels: the CORRENTE website or through an App for smartphones with iOS or Android operating system.

These Regulations define how to use the **CORRENTE** Car-Sharing Service and the services offered. A copy is handed over to the Customer when accepting the proposal to subscribe to the Service and is published on the website of the Provider to ensure consultation at all times.

The Provider reserves the right to amend these Regulations or their annexes at any time in accordance with the General Conditions of Contract and to promptly make them known through its website and APP as well as by sending an email notification.

Registering on the **CORRENTE** platform is a necessary condition for any car rental and use.

**CORRENTE** is a registered trademark of Tper S.p.A. The Provider has set up a section of the website [www.corrente.bo.it](http://www.corrente.bo.it) (hereinafter referred to as "the Portal") accessible both from the Desktop and from a mobile device, as well as an APP for smartphones with iOS and Android operating systems, through which the Customer can make a reservation for the **CORRENTE** service, in order to perform the services provided for in these general conditions of contract.

The contract for the use of the car-sharing service between the Provider and the Customer is finalised with the above-mentioned registration of the Customer.

These regulations, the information and the authorisation to process personal data are available through the APP and on the portal [www.corrente.bo.it](http://www.corrente.bo.it) and the Customer declares to have read and accepted them in relation to any aspect, clause, case.

### Art. 2 - Definitions

1. **Customer** is the natural person, the legal entity or the business partner (the last two also called "Business Customers") who duly and correctly carried out the registration (corporate account) and entered into a valid contract with the Provider of the **CORRENTE** service.

The "natural person" Customer is the natural person who has reached the age of 18, authorised to drive, in possession of a valid driving licence that is not suspended, withdrawn, revoked at the time of joining the Service and for the duration of the Service.

2. **Provider** is the subject who manages **CORRENTE**, i.e. the electric free-floating car-sharing service of OMNIBUS Scrl and rents the shared cars to the registered Customers so that they can be used within a given Operating Area of the service, until the number of cars available is zero.

3. **Car Sharing**: Car sharing is a driverless car rental service where the car is shared with other users.

4. **Free Floating**: The possibility of picking up the car within the "operating area of the service" and freely releasing it within the "operating area of the service".

5. **Electric car**: Electrically-powered car (hereinafter C.S. Vehicle).

6. **SOC**: SOC means the State of Charge, i.e. the amount of residual energy stored in the batteries.

7. **APP** for Smartphone: These are the programmes that can be downloaded to your Android and iOS phone for the provision of the service.

8. **Operating area of the service (or Release area)**: The area in which the free-floating car-sharing service operates; in particular, the Customer may open and close the trip exclusively within the Operating Area of the service (also the Release Area). The cars may circulate freely outside the operating area of the service consistently with the autonomy of the car, taking into account that the end of the trip must take place within the release area.

9. **Rental session**: Every single trip that the customer makes following the procedures of reservation, picking up and release of the car.

10. **Territory**: The place where the car is to be picked up by the Customer and not the place where the Customer is when making the reservation or other locations.

11. **Valid driving licence**: Driving licences issued within the European Union (EU) and/or the European Economic Area (EEA) are accepted as "valid driving licences". Driving licences issued by non-EU/EEA countries are accepted only if accompanied by an International Driving Licence or a certified translation of the national driving licence.

12. **Identification documents**: The driving licence, the identity cards of the Italian Republic or the passport accompanied by a valid certificate of residence are accepted as "identification documents".

### Art. 3 - Subject matter and parties to the contract

The General Conditions of the car-sharing contract cover the driverless rental of electric cars in "free floating" car sharing, i.e. without dedicated stations. The Provider rents cars to registered customers, so that they can be used in Italy on condition that they are released within the Operating Area of the service published on the website [www.corrente.bo.it](http://www.corrente.bo.it), and through the **CORRENTE** APP.

The General Conditions of Contract regulate the registration, checking of the validity of the driving licence and the rental of cars.

The applicable rates and prices will be exclusively those in force at the time of reservation, as envisaged by the Tariff Regulations available on the website [www.corrente.bo.it](http://www.corrente.bo.it) or visible through APP.

The Provider reserves the right to refuse to register a Customer on the basis of its final assessment of the Customer's creditworthiness and on the basis of any previous improper behaviour towards the provider.

Contracts are concluded in Italian. In case of differences between the Italian version and the version in another language, possibly published on the site, the Italian version will prevail.

The car-sharing contract between the Provider and the Customer is finalised by registering the Customer on the **CORRENTE** platform.

Any possible request for reimbursement or compensation as well as any claim relating to the car rental must be sent by the Customer exclusively between the Customer and the Company Omnibus Scarl.

The acceptance of these general conditions of contract and its annexes by the Customer is a prerequisite for registering the Customer in the list of customers of the **CORRENTE** car-sharing service rendered by the Provider and to use the car rental, in accordance with the terms of this Car-Sharing contract and its annexes and the regulation of the Italian Civil Code.

#### Art. 4 - Unilateral amendment of the Contract

In accordance with the development and the technical requirements of the service, as well as for legal obligations, the Provider reserves the right to unilaterally amend the General Conditions of Contract and the Tariff Regulations.

Any amendment will be communicated to the Customer by email to the address indicated during registration.

The single amendment made will be considered accepted, unless the Customer communicates his/her willingness to withdraw from the relationship with the Provider within 30 days of receipt of the announcement of change, notice of withdrawal to be sent by Certified email or by registered letter with return receipt to the registered office of the Provider and to be sent in advance by email to [info@corrente.bo.it](mailto:info@corrente.bo.it).

#### Art. 5 - Online registration for and reservation of the CORRENTE service.

The Provider makes available a specific section of the portal [www.corrente.bo.it](http://www.corrente.bo.it) and the **CORRENTE** APP for subscribing to the CORRENTE service.

During subscription, in addition to providing personal data, the Customer must also provide a password to access the Reserved Area of the Provider's Portal.

The PIN required to recognise the Customer and start the car can be found in the relevant section of the Personal Profile. This is the Customer's strictly confidential and personal data, not transferable and/or communicable to third parties, except for transfers and/or communications that may be required by the Judicial or Administrative authority.

The Customer must notify the Provider of any loss or destruction of the access tool without delay through the Portal or by calling the **CORRENTE** Customer Service in order to enable the Provider to block such access and prevent misuse. The Customer is informed by email that the access tool has been blocked. The Customer must change the password and PIN immediately if there is reason to believe that a third party has become aware of it. In the event of failure to notify by the Customer, he/she will be held responsible for any damage resulting from improper use of S.C. cars made possible by such loss.

The Customer has the right to reserve and rent S.C. cars, through APP or through the specific areas of the website [www.corrente.bo.it](http://www.corrente.bo.it). The Customer will find on the website of the **CORRENTE** portal a special section about the rules of operation of the car-sharing service.

## Art. 6 - Rates and invoicing

In order to rent, reserve and use a S.C. car, the Customer must:

- I. have selected a payment method (e.g. credit card) on the Platform's Internet Portal, and entered the corresponding data ("personal account");
- II. have an active account with a payment function accepted by the Provider. Within the standard payment profile, there must be a correspondence between the account/credit card holder and the Customer.

The Customer must keep updated the personal data that he/she entered into the **CORRENTE** account. This refers in particular to the Customer's address, email address, mobile phone number, identity document data, driver's license, residence/domicile and credit card.

If the data is out of date (e.g. the email box does not receive any communication; the phone number is disabled), the Provider reserves the right to temporarily block the account to the Customer's **CORRENTE** APP until the updated data is communicated.

Business Customers (legal entities, business partners, who regularly opened a "CORRENTE corporate account") can authorise a number of subjects, in possession of the appropriate authorisation and the requirements for driving, to make rentals. In this way, the Business Customer is responsible for all costs of the service in accordance with the Tariff Regulations and for any damage caused by users.

All customers are strictly prohibited from allowing third parties to drive S.C. cars. In particular, it is not allowed to communicate to any third party the Customer's login data (username **CORRENTE**, password and PIN). In case of violation, the Customer will have to pay a penalty equal to EUR 500.00, without prejudice to compensation for further damage.

The Customer undertakes to pay the current rates for the **CORRENTE** service rendered by the Provider, in accordance with the current Tariff Regulations, with any % discount envisaged in the Personal Tariff Plan that is visible on the Personal Profile page.

At the time of subscription, the Customer is required to provide his/her data considered compulsory by the Provider; moreover, in order to take advantage of the % discount envisaged in the Personal Tariff Plan, the Customer must provide additional data considered optional by the Provider.

The Customer guarantees that the data provided, whether mandatory or optional, is true. In case of false statements relating to the mandatory data, the Car-Sharing contract will be considered terminated by right by express cancellation clause, without prejudice to compensation for damage suffered by the Provider.

In case of false statements regarding optional registration data, the Customer will lose the right to benefit from the % discount envisaged in his/her personal Tariff Plan and standard rates will be applied to his/her rentals.

Invoicing and the related obligation to pay for each rental will be based on the profile activated by the Customer, the duration of use of the car and according to the rates set out in the Tariff Regulations, with any recognition of the % discount envisaged in the Personal Tariff Plan.

Payment is due at the end of each rental. The time of use of the S.C. cars is calculated as follows: duration of the journey from the taking of delivery of the car to the end of the trip, which therefore includes the possible duration of the stops that occur during the rental.

For calculation purposes, the fraction of a minute is rounded up to the next minute.

If the Customer has a minute package or other bonuses, these will be used to offset all or part of the rental fee due from the Customer.

Payments by the Customer are made according to the method of payment chosen (e.g. credit card or prepaid card notified at the time of registration). The Customer must make sure that his/her chosen means of payment has always sufficient coverage.

If the amount withdrawn is charged back to the Provider by the bank and this is attributable to the Customer, the Customer will bear the relevant bank charges.

In case of outstanding payments, the Provider reserves the right to check the financial credibility and solvency of the Customer and to block access to the service, without prejudice to the Provider's right to claim from the Customer sums for any damages suffered as a result of the outstanding payment. Payments by Business Customers are made by bank transfer or credit card following the issue of periodic invoices by the Provider.

The Provider also reserves the right to assign receivables arising from rental contracts, to appoint a credit collection company to recover them or to take steps to recover them in court on its own behalf.

If the Provider assigned the receivables arising from the contracts and upon notification of the assignment to the relevant Customer, the latter will make payments in full discharge of its obligations only to the assignee, the Provider will continue to be responsible for the general requests of the Customer, any complaints, etc.

For the purposes of the above, the Customer agrees, with the possibility of revocation, that the assignee after the assignment of credits sees to the collection of costs and damages, including penalties, to be borne by the Customer and arising from the contract by direct debit on the credit card indicated by the Customer, or by another method of payment envisaged in the CORRENTE account.

In the context of the aforementioned assignment of receivables, the Provider will send to the assignee such personal data of the Customer as are necessary to carry out the activities related to the assignment and recovery of receivables; the assignee may not process and use such data for purposes that are not related to the above activities of assignment and recovery of receivables.

The Provider may update the rates at any time. Any changes in rates will be notified to the Customer by means of publication on the Portal and/or by direct communication to the Customer at the email address provided by the Customer during subscription.

The changes will apply from the first day of the second month following the month in which they are made public by the Provider in accordance with the above procedures.

In case of disagreement, the Customer may withdraw from the Contract without charge by sending an email or a certified email to [corrente.carsharing@legalmail.it](mailto:corrente.carsharing@legalmail.it) or [info@corrente.bo.it](mailto:info@corrente.bo.it) no later than thirty calendar days from the date on which the change was made known. In this case, the withdrawal will be effective at 12.00 am the day before the one on which the changes in rates would otherwise have been applied.



## Art. 7 - Prohibition on sub-leasing and assignment

It is expressly prohibited subleasing the rented car and/or any accessories, as well as assigning the rental contract and the obligations arising from the signing of this Car-sharing Contract.

Access to the Service is personal and the Customer may never allow others to replace him/her, even temporarily, in the exercise of the rights and obligations arising from the Service and from each rental, or let third parties drive the car.

## Art. 8 - Exemption from liability

Except in cases of wilful misconduct or gross negligence of the Provider, the latter is not liable for direct or indirect damages of any kind that the Customer or third parties may suffer in any way as a result of the Service not directly attributable to the Provider, or as a result of changes in the methods, times and/or conditions of provision of the Service, or as a result of suspension, interruption or unavailability of the Service itself depending on the car, technological equipment, telecommunications systems and in any case on causes attributable both to the Provider's suppliers and to third parties in general.

Furthermore, the Provider is not liable for the total or partial non-fulfilment of the obligations undertaken due to force majeure such as, by way of example but not by way of limitation: acts of the State or other public bodies, acts of the Public Authorities, legal limitations, fires, floods, mobilisation, riots, strikes, collusive lock-outs, lack of electricity, telephone line interruption, breakdowns, malfunctions of any kind.

The Provider is not liable in any way for damage and/or loss of personal property left, forgotten or abandoned in the car after returning it or for the loss, damage or theft of personal property during the period in which the car is used.

## Art. 9 - Driving licence

The authorisation to rent and drive S.C. cars is limited to natural persons who:

- have reached the age of 18;
- are in possession of a valid driving licence that is not suspended, withdrawn, revoked at the time of joining the Service and for the duration of the Service;
- have a direct account or use a car through the account of a Business Customer;
- have an access tool activated as envisaged in this Car-sharing contract;

Customers who are natural persons must have their driving licence checked through the online checking procedure by following the instructions. Once the driving licence checking procedure has been successfully carried out, the Provider will activate the Customer's access tools.

In any case, the Provider reserves the right to request the Customer at any time to report to the designated office in order to check the driving licence or to use automated systems for this purpose.

If the Customer does not show up, the Provider may block the Customer's access tools.

In case of suspension, withdrawal or loss of the Licence, the Customer is not authorised to drive.

The Customer in possession of a Foreign Licence issued by a non-EU foreign country must be in possession of and hand over to the Provider a valid passport and driving license at the time of joining the Service. The validity and effectiveness of these documents must be maintained for the duration of the Service. Each time the car is used, the Provider reserves the right to check the existence of the above requirements. Any changes

in the status of the driving licence (such as, for example, withdrawal, suspension, without points or expiry) must be immediately communicated by the Customer to the CORRENTE Customer Service.

The provider reserves the right to have up to 10 days to validate the registration procedure for customers with a foreign licence.

In case of violation by the Customer of any of the above obligations and necessary conditions, the Provider may terminate the Contract and take legal actions for damages.

## Art. 10 - Use of the cars. Express cancellation clause

### Art.10.1 Use of the cars: general information

The Customer is directly and fully liable for the car during the period of use, and is responsible for its correct parking.

The cars are geo-located by GPS signal and tracked by the Provider at any time, even when used by the Customer.

The Customer can view the available cars closest to his/her location or other address indicated, through the CORRENTE App, on the map that identifies the operating area of the service.

S.C. cars specifically marked as "available" can be found in parking areas allowed on public areas, including paying parking areas (blue stripes) or parking areas reserved for residents (white stripes) or in parking areas made available to the Provider within the area covered by the service, identified on the map accessible through the Apps for smartphones.

After identifying the desired available car, the Customer can make the reservation through the App. (any costs and maximum duration are indicated in the enclosed tariff regulations)

In case of improper use of reservations by the Customer, the Provider may suspend the CORRENTE service or terminate the car-sharing contract pursuant to art. 1456 of the Italian Civil Code, without prejudice to the application of the sums envisaged in the Tariff Regulations and without prejudice to compensation for further damages.

The Customer has the possibility to use immediately and without reservation, through the "Click & Go" function on the App, an available car (green light) identified directly on the road. Four indicators on the front windscreen of the car indicate the status of the car (Red – in use, Yellow – reserved - Green – available and Bigger red LED – Out of order).

From the moment the doors are unlocked, the rental of the S.C. car regulated by this Contract and by the regulations in force on the matter will take effect.

If the Customer did not have access to the S.C. car after 10 minutes from unlocking, the doors will automatically lock again. In this case, the Customer will have to repeat the procedure to unlock the doors. The Provider will charge the Customer the cost of the rate corresponding to the time elapsed (10 minutes) during which the car has not been used and is available to third parties.

At the time of collection, the Customer is obliged to check the S.C. car in order to identify defects, damage or visible dirt. Before starting the Service, if the Customer finds any damage and/or poor level of cleanliness or malfunctions, he/she must report it to the CORRENTE Customer Service through the application. The Customer is obliged to provide the above information in a complete and truthful manner.

Once in the passenger compartment, the Customer enters his/her personal PIN on the App and before he/she can start the car, he/she must answer questions on the App relating to the status of the car itself. If the car is not suitable for use, the Customer can decide to release it by reporting the anomalies found.

The Provider can prevent the use of the car if there is a risk that driving safety will be impaired. The Provider can contact the Customer at the number stored in the personal data if the use is interrupted.

Through the special ignition card stored in the glove compartment, the Customer can start the car following the instructions on the card.

#### Art.10.2 Parking and vehicle release

The Customer cannot release (terminate the rental) the car outside the Area covered by the service or outside the car parks expressly indicated by the Provider.

The Customer can park the car outside the areas covered by the service only in "parking" mode, during which the car is still in the Customer's availability and the minutes of the trip continue to be counted. Later on, the Customer will park the car permanently only within the authorised areas.

If the Customer, being outside of the release area, is unable to return the vehicle within the areas of service coverage, should immediately contact the Customer service of "Corrente" that can close the rental by using remote mode, applying the penalties provided for in this regulation.

The car cannot be released on parking areas with daily or hourly parking restrictions if the restriction begins before 24 hours from the time the car was parked (e.g. if the daily restriction starts on Monday at 8 a.m., the driver will be allowed to park the car no later than 8 a.m. on the Sunday immediately preceding). The same rule applies in case of parking restrictions already made public but temporarily not yet operational (e.g. in case of temporary prohibitions on the occasion of public events or works).

Customers are not allowed to park or release the car in an area where it is not possible to detect the GPS signal and/or GSM signal, typically in underground parking garages, unless in places expressly indicated by the Provider. If, as a result of an unauthorised parking, the Provider is forced to move the car to another authorised parking lot or in case of forced removal of the car by the police or third parties, all costs incurred, of whatever nature they may be (including administrative penalties and all possible costs of recovery, towing and parking of the car), will be charged immediately to the Customer.

The Customer must leave the car clean and must also ensure that the windows are closed, the handbrake is on and that the ignition card is stored in the glove compartment. If this is not the case, the Provider reserves the right to charge a Penalty to the Customer who last used it.

To terminate the rental, the Customer must select the option "terminate rental" on the App, the doors lock automatically after the closing of the last door. The Customer receives a communication by email summarising the rental concluded.

In case of problems with the release procedure, the Customer is required to contact customer service.

The finding of objects abandoned inside the S.C. car must be reported to the CORRENTE customer service that will give all the instructions allowing their recovery.

The cars must be used responsibly by the Customer as established in these general conditions, in the registration document, in the operation and maintenance manual, and driven in compliance with the Highway Code and its regulations, the Italian Civil Code, in particular art. 1176 and 1587 of the Italian Civil Code and any other applicable regulation and in general with the utmost diligence and prudence.

The car must always be driven using safety belts and any other protective devices that may be required by law.

Particularly, the Provider will be relieved of all civil, criminal and public official liability for all offences, seizures, malfeasance, sanctions deriving from the use of cars being the Customer at fault.

It is understood between the Parties that the Provider is responsible for the ordinary maintenance envisaged by the manufacturer on all cars. However, during the period of use of the car, the Customer undertakes to drive the car and store it, along with accessories, with the utmost diligence and prudence and in compliance with all legal requirements.

### Art 10.3 Charging of the vehicle

The vehicles used for car sharing service Corrente have electric traction and electric power supply. The energy is provided by a battery in the vehicle.

The remaining autonomy of the car is clearly visible on its dashboard, which correspond to the range of the car visible through the APP CORRENTE detected by the on-board system at the time of closing the last rental.

Car recharging procedures can only be carried out by the CORRENTE personnel, so on the vehicle the cable that allows you to connect to the charging stations is NOT present.

The rates established by the manager for the service **CORRENTE** for all the electric vehicles include the cost of the charge of the vehicle.

The customer must verify before renting the vehicle that it has enough autonomy to finish the rental within the Area of Release with a residual autonomy of at least 30 km to check periodically the indications on the state of the vehicle on the dashboard. Particularly the customer must verify the SOC (State of Charge) and the residual autonomy of the car (expressed in km.)

The customer is aware of the limit of autonomy of the cars and that autonomy is influenced by the style of the guide and by the use of the devices on board, therefore the customer takes the responsibility of the release of the vehicle with a SOC (State of Charge) not less than 10 % , corresponding to an autonomy of 30 km.

In the event that the charge level when releasing the vehicle at the end of the rental is less than 30 km, the penalties as provided for in this regulation may be applied, if the remaining autonomy of the vehicle does not allow to reach the charging station.

If the car stops during the trip, the customer agrees to promptly communicate the status of the car to the customer service, contacting promptly the call centre to facilitate the procedures for removing the car, as better specified below.

#### Art. 10.4 Obligations and general conditions for the use of the vehicle

The Provider reserves the possibility to close the rental of the vehicle remotely if a vehicle with an active rental is not used.

- For more than 48 hours;
- For more than 24 hours by presenting a level of autonomy less than 30 km or if you are outside of the release area with insufficient autonomy to return to this area;

In these cases the Customer Service will contact the customer to the references indicated during the registration, proceeding even if the customer is not available. The closure of the rental remotely by Corrente will lead to the application of the provided penalties.

Without prejudice to the Customer's obligation to comply with the provisions of the Highway Code, the Customer is in any case expressly prohibited:

- from opening the engine compartment;
- from driving the car (or allowing others to drive it, even if this contract provides for the exclusive use of the car driven by the Customer) under the influence of drugs, alcohol or anything else that alters the normal physical and mental condition of the person;
- from driving dangerously and in any case from behaving not in accordance with the provisions of the Highway Code;
- from using the car on off-road routes, for motorsport events or for races of any kind;
- from using the car for tests, driving lessons or for profit-making passenger transport (e.g. taxi service, car rental service with driver (ncc), etc.);
- from towing, pulling or moving other cars;
- from using the car for the transport of highly flammable, poisonous or, in general, dangerous materials, in quantities significantly higher than those permitted for home use;
- from carrying with the car objects that, due to their size, shape or weight, could compromise driving safety or damage the passenger compartment;
- from smoking or allowing passengers to smoke in the car;
- from transporting animals in the car;
- from dirtying the car or leaving waste of any kind in the car;
- from removing from the car, after the end of the rental period, objects that are part of the car's equipment;
- from occupying the car with more than five people;
- from repairing or getting the car repaired or making any kind of changes to the car on his/her own initiative;
- from transporting children or infants in violation of the rules of the Highway Code;
- from leaving the territory of the Italian Republic [without notice and authorisation].

Failure to comply with the prohibitions set forth in this article may result in the immediate termination of the Car-sharing contract pursuant to and for the purposes of art. 1456 of the Italian Civil Code, at the time of the simple declaration by the Provider to the Customer of its willingness to make use of this express cancellation clause, without the need for any formal notice, without prejudice to the application of penalties and compensation for any damages caused by the Customer. Upon termination of the Car-sharing contract, the Provider will be entitled to the immediate delivery of the car. If the Customer does not return the car

immediately, the Provider's right to claim the fee accrued for the rental, as well as compensation for all damages suffered and being suffered, remains unaffected. The Provider may recover the sums due in the manner prescribed by law and by charging the relevant costs to the Customer, reserving the right to take legal action against the Customer and/or the person in charge and/or any other holder of the car.

#### Art. 11 - Car accident or breakdown

In case of a traffic accident, breakdown, loss or any damage to the car ( after, the "Accident") during the rental period, the Customer must:

- immediately inform the CORRENTE Customer Service of the Accident;
- request and wait for the intervention of the Police in case of uncertainty or dispute about the accident details and always in the presence of injured persons;
- give the Provider any other information or documentation useful for the reconstruction of the accident details;
- send the Provider, within 24 hours, a complete and detailed report of the accident and the CAI form filled in exclusively to reconstruct the scene for the Provider as well as any information in his/her possession relating to the following data:
  - ✓ date, time and place of the accident;
  - ✓ plates, make, models and insurance data of the cars involved;
  - ✓ name, surname and address of the persons involved in the accident and of those who have suffered physical injuries;
  - ✓ name, surname, address of the owners of the cars involved if different from the driver; If witnesses are present, collect their evidence in writing by signing it, enclosing a copy of the witness's identity document; any other subsequent evidence, not obtained at the same time as the complaint and sent within the time limits and as described above, will have no evidentiary power.

The Customer must also:

- remain at the place of the accident and immediately take action following the procedures described above;
- fully cooperate with the Provider and its insurers in any investigation or subsequent legal proceedings deriving from the accident.

In case of any accident, the Customer can only make statements in his/her own name and on his/her own behalf and cannot under any circumstances make statements in the name and on behalf of the Provider.

In case of emergency, damage to the car or a problem that prevents, limits or compromises the safety of the Customer, passengers or others, or the movement of the car due to a problem with the car itself, the Customer must:

- immediately inform the CORRENTE Customer Service. The Provider will activate road assistance;
- scrupulously follow the instructions given by the rescue operator. It is understood and agreed between the parties that, should the road and/or towing service of the car be carried out by an operator other than that indicated by the Provider, all related costs will be charged to the Customer.

It is strictly prohibited to use the car to help in starting third-party cars.

Failure by the Customer to comply with the obligations set out in this article entails immediate termination of the Car-sharing contract, without any need for formal notice, pursuant to and for the purposes of art. 1456 of the Italian Civil Code, by express cancellation clause, with the Customer being charged with the amount due and accrued at the date of termination, without prejudice to the right to compensation for any additional damage.

In the event of an accident caused by the Customer, his/her liability extends - up to the value of the excess provided by the insurance company - to the penalty borne by him/her for the application of the accessory services listed in Art. 14 below, including the consequences of damage, towing costs, reduction in value, loss of rental income, additional administrative costs. A detailed list of the excesses envisaged by the insurance company, the costs of which, if any, are borne by the provider, is enclosed.

The limitation of liability for penalties does not apply in case of wilful misconduct and/or gross negligence of the Customer, i.e., for example, in case of damage caused by the Customer for improper use, negligence or failure to comply with the provisions of the Car-sharing contract.

In case of accident caused by wilful misconduct and/or gross negligence of the Customer for which the limitation of liability to the amount of the contractually established penalty does not apply and, in any case, in the event of an accident not covered by the insurance guarantees as per art. 14 below, as a result of the Customer's malicious and/or negligent behaviour and/or in the event of recourse against the Provider by the Insurance Company, the Customer will be fully liable for all direct and material damage to the car, persons and things.

The Customer agrees as of now to the debiting of all amounts due, directly or indirectly, by virtue of the rental, even after the invoicing of the rental fee, on the credit card or prepaid card used as a guarantee for the payment of the financial obligations deriving from this Car-sharing contract.

## Art. 12 - Theft and vandalism

In case of total or partial theft or attempted theft of the car during the rental, the Customer must:

- immediately inform the CORRENTE Customer Service;
- immediately report it, including by phone, to the Police, providing any useful information for finding the car;
- report the fact to the competent authority closest to the place of occurrence of the accident within 24 hours after the date of occurrence or on the date on which the customer becomes aware of it;
- subsequently, and in any case within the time limits provided for in art. 14 above, send by certified email or registered letter with return receipt or hand over the original complaint to the administrative office of the Provider.

The same procedure must be followed by the Customer in case of acts of vandalism committed against the car during the rental period.



The ignition key must be left inside the car at the end of the rental period. Any forcing of and/or damage to the ignition system will result in the Customer being charged for the damage suffered by the Provider in addition to administrative expenses.

It is understood and agreed as of now that, if for any reason the insurance company of the Provider fails to provide compensation due to the proven liability of the Customer for theft, attempted theft, damage not resulting from an accident or misappropriation during the rental or for improper closure of the rental and the car, the Customer will be liable for the relevant damage to the car.

The Customer's liability also extends to the cost of any repairs, the cost of towing and/or parking, the loss of the car, as well as the loss of value of the car itself and the loss of revenue from renting the car. In case of theft during the rental due to failure to comply with the obligations of safekeeping borne by the Customer, or for any other failure of the Customer that renders the insurance coverage ineffective, a portion of the value of the car equal to 15% of the commercial value of the car will be applied as a penalty plus the additional actual damage.

In case of events occurring during the rental period that are covered by the insurance company, the customer will still be charged for the costs incurred by the provider in relation to the excesses envisaged by the insurance company as set out in the annexe.

#### Art. 13 - Road traffic sanctions

During the period of use of the car, the Customer is fully and directly responsible for any sanctions or other consequences due to the commission of road traffic offences, including charges for no parking, non-payment of parking fees or violation of any other provisions of the Highway Code, laws or regulations in force.

The Provider may communicate to the competent police authority the personal data of the offending Customer, so that the authority can serve again the relevant offence reports envisaged by the Highway Code. In this latter case, it will be the Customer's responsibility to promptly inform the Provider of the payment of the administrative penalty. Alternatively, and at its sole discretion, the Provider will be free to immediately pay the administrative penalties and to charge the offending Customer with a refund of the amount paid.

For the purposes of processing notifications of fines, the Provider will charge a fee to the Customer, the amount of which is set out in the Tariff Regulations in force from time to time. In case of forced removal of the car, the Customer must promptly inform the CORRENTE Customer Service in order to recover the car. All related and/or consequent costs (by way of example but not by way of limitation: administrative penalties, towing, safekeeping, recovery, etc.) will be charged to the Customer, in addition to the costs incurred for the administrative management of such practices.

#### Art. 14 - Insurance companies

The Provider activated the following insurance coverage for electric cars:

- motor car liability insurance policy (RCA) for up to EUR 6,000,000
- insurance policy against theft and fire.
- driver's accidents
- KASKO

The insurance company has provided for deductibles, listed to this Agreement , which are separate for each insurance cover that may be charged by the customer in the event of a claim or an event during the rental.



If the car suffers damage as a result of vandalism (damage caused intentionally by third parties) during the rental, the Customer is obliged to report the event to the Judicial Authority closest to the place of occurrence. Failure to report and/or untimely notification to the Authority may result in the Customer being charged with any amount not compensated to the Provider by the insurance company.

Charges to be borne by the Customer: in case of an accident caused by wilful misconduct and/or gross negligence of the Customer, for which the limitation of liability to the amount of the penalty does not apply and as envisaged in article 11) above and, however, in case of an accident not covered by the insurance guarantees referred to above as a result of the Customer's malicious and/or negligent behaviour, the latter will be fully liable for:

- all direct and material damage to the car, persons and things excluded from the forms of insurance coverage and/or accessory services prepared by the Provider and indicated above;
- the penalties indicated in the Tariff Regulations Annexe;
- any damage not promptly reported to the Provider;
- indirect losses and damages consequential to accidents caused during the period of use and not otherwise covered by insurance, such as, for example, the depreciation of the car, the use of a replacement car, third-party recourses and charges;
- direct or indirect damages caused by incorrect use of the car;
- direct or indirect damages caused as a result of malicious and/or seriously negligent actions of the Customer;
- direct and material damage to the internal equipment of the car caused by the Customer and/or by the persons for whom he/she is liable and/or by the transported persons;
- direct or indirect damages caused as a result of the failure to comply with the obligations laid down in art. 12;
- legal costs and any other charges related to the processing and management, in and/or out of court, of insurance claims, including any sums advanced by the insurance company on behalf of the Provider;
- the amounts that the insurance company may request by way of compensation in case of a car driven by a person under the influence of alcohol and in respect of whom the violation of art. 186 of the Highway Code as amended has been identified;
- the amounts that the insurance company may request by way of compensation in case of a car driven by a person under the influence of drugs and in respect of whom the violation of art. 187 of the Highway Code as amended has been identified;
- the amounts that the insurance company may request by way of compensation in case of damage suffered by transported third parties, if the transport is not carried out in accordance with the provisions in force and/or the indications on the registration document;
- the amounts that the insurance company may request by way of compensation in case of a car driven by a person with an expired and/or invalid driving licence.

The insurance will not cover damages intentionally caused by the Customer. In the event of gross negligence of the Customer, the Customer will be liable to the Provider for any damage caused.

## Art. 15 – Payments and invoicing.

The procedure of payment according to the rates definited will be made automatically at the end of each rental by debiting the amount on the credit card indicated by the customer during the registration.

In case of rental more than one day, the procedure for the payment of a single daily rate can be started already at the start of the next day.

The charge of any costs related to the application of penalties and additional costs under this Regulation or the acknowledgment vouchers linked to commercial promotions may take place at a alater time of the single renatal.

In case of not payment or payment procedure not successful, it will be prevented by the system the opening of a new booking or a new rental by the customer, until the positive completion of the payment procedure.

Alternative ways of payment can be agreed in case of subscription of business contracts.

The invoice will be sent monthly referring to the rentals made during the previous month.

## Art. 16 - Personal data

The Provider will process personal data in compliance with (a) Italian Legislative Decree 196/2003 as amended and supplemented, (b) Regulation (EU) 2016/679 of 27 April 2016 as amended and supplemented, (c) any other applicable regulation on personal data and (d) the provisions and/or authorisations issued by the competent supervisory authorities (jointly "**Privacy Regulations**"). For more information on the policies applied by the Provider to the processing of personal data, please visit the website [www.corrente.bo.it](http://www.corrente.bo.it).

## Art. 17 - Starting date, duration, renewal, suspension, withdrawal, termination of the contract

The Car-sharing contract is signed by the Customer when registering for the CORRENTE service and is an open-term contract, starting from that date until the time of withdrawal exercised by one of the parties.

Withdrawal must be communicated by email to [corrente.carsharing@legalmail.it](mailto:corrente.carsharing@legalmail.it) or to [info@corrente.bo.it](mailto:info@corrente.bo.it) with one month's notice. Once the withdrawal has been completed, the Customer will be immediately removed from the Customer List.

In case of justified reason and/or suspension of business activity, the Provider may withdraw from the contract also without notice, informing the Customer by email or registered letter with return receipt. Any serious breach by the Customer of the contractual conditions, as well as improper use of the cars such as to constitute a violation of the Highway Code or any other regulation will constitute cause for termination of the Car-sharing contract due to Customer default, pursuant to and for the purposes of art. 1456 of the Italian Civil Code, and therefore due to express cancellation clause, as from the date of the communication that the Provider will send to the Customer by email or by registered letter with return receipt.

In the cases expressly provided for by the Car-sharing contract, the Provider can also suspend the Service, even without notice, by disabling the Customer's profile until the termination of the reason for suspension.

Moreover, the Car-sharing contract will be terminated pursuant to art. 1456 of the Italian Civil Code, if the Customer:

- a) fails to comply with the payment obligations;
- b) drives under the influence of alcohol and drugs;
- c) communicates his/her access data (username, password, PIN) to third parties;
- d) made a false statement or omitted relevant information when registering for the CORRENTE free-floating car-sharing services or during the performance of the contract.

If the Provider decides to make use of the express cancellation clause pursuant to and for the purposes of art. 1456 of the Italian Civil Code, the Provider will block access to S.C. cars and request the fee accrued for the rental of the S.C. car until it is returned and compensation for all damages.

In case of withdrawal by the Provider of the service for suspension of business activity, nothing will be owed to the Customer for any reason whatsoever.

The Customer has the right to exercise the "right of withdrawal" from the Car-sharing contract within 30 (thirty) days of its signing without penalty and without obligation to specify reasons, as envisaged above. The right of withdrawal referred to in the previous paragraph will be exercised by sending, within the terms provided for therein, a written notice to the registered office of the Provider (as indicated in art. 19 below) by Certified email or by registered letter with return receipt. The notification can also be sent, within the same period, by email and fax, provided that it is confirmed by registered letter with return receipt within the following forty-eight hours. The registered letter is considered to be sent in due time if it is delivered to the accepting post office within the terms of the Contract.

#### Art. 18 - Complaints

In case of any dispute as to the correctness of the amount due by the Customer, the records contained in the Provider's electronic file will prevail between the parties. Any disputes relating to charges made by the Provider for any reason whatsoever may be claimed only after their payment and, in any case, no later than 60 days from receipt of the relevant invoice.

#### Art. 19 - Penalties

The Provider reserves the right to apply to the Customer the penalties indicated in the Tariff Regulations when the circumstances provided for and regulated by the Contract materialise, without prejudice, in any case, to compensation for any additional damages. After having carefully examined the case and ascertained the Customer's involvement, the Provider notifies the Customer by email of the amount of the Penalty. Following this notification, it will be charged to the Customer's credit card. The Customer expressly accepts the above and hereby authorises the Provider to charge the Penalty to the credit card indicated by the Customer when registering for the service.

#### Art. 20 - Notifications

For any communication, the customer can write to:

- Email address [info@corrente.bo.it](mailto:info@corrente.bo.it)
- Certified email: [corrente.carsharing@legalmail.it](mailto:corrente.carsharing@legalmail.it)
- OMNIBUS S.c ar.l. – CORRENTE car-sharing service – Via di Saliceto 3- 40128 Bologna

## Art. 21 - Competent court

The Contract and the Annexes are governed by Italian Law. The Court of Bologna will have exclusive jurisdiction.

There are no additional and/or supplementary verbal agreements between the Customer and the Provider.

Amendments and additions to the General Terms and Conditions of Contract and the Tariff Regulations must be made in writing.

Electronic correspondence (email) is considered an acceptable written form.

## Art. 22 – Other Terms

The nullity, invalidity and ineffectiveness of one or more clauses of the Car-sharing contract and of its annexes (Tariff Regulations, Privacy policy and acceptance) including those resulting from amendments to the regulations in force, introduced with State and/or European Union regulations, do not affect the validity of the Car-sharing contract as a whole.

The Car-sharing contract will then be construed and supplemented as if it contained all the clauses that make it possible to achieve the essential purpose pursued by the agreement of the Parties in compliance with the law.

The fact that the Provider does not at any time assert the rights and powers contractually recognised to it will not in any event be construed as a waiver of such rights or powers, nor will it prevent full compliance being claimed at any other time.

Bologna, \_\_\_\_\_, (date) \_\_\_\_\_ The Customer .....

## DECLARATIONS WITH EXPRESS APPROVAL

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, having read these General Terms and Conditions of Contract, the Customer declares that he/she expressly accepts and specifically approves the conditions set forth in articles: 3 (subject matter and parties to the contract), 4 (unilateral amendment of the contract), 5 (online registration for and reservation of the CORRENTE service ), 6 (rates and invoicing), 7 (prohibition on sub-leasing and assignment), 8 (exemption from liability), 9 (driving licence), 10 (use of the cars. Express cancellation clause), 11 (car accident or breakdown), 12 (theft and vandalism), 13 (road traffic sanctions), 14 (insurance companies), 15 (payments and invoicing) , 16 (Personal data), 17 (starting date, duration, renewal, suspension, withdrawal, termination of the contract), 18 (complaints), 19 (Penalties), 20 (Notifications), 21 (Competent court), 22 ( General Provision).

The Customer .....

## TARIFF REGULATIONS

### STANDARD RATES (including VAT 22%)

- Standard rate per minute of driving and/or parking\*: EUR 0.30
- Standard hourly rate\*: EUR 15.00
- Maximum standard daily rate (24h rental)\*: EUR 60.00
- End of rental rate and/or cost in areas with extra charge (areas with extra charge) \*\*: up to EUR 5.00

### ADDITIONAL RATES - ADMINISTRATIVE NOTIFICATIONS (including VAT 22%)\*

- a) Management of every single fine EUR 20.00
- b) Reminder fees EUR 3.00
- c) File management of car removal or self-inflicted damage to the car EUR 50.00

### ADDITIONAL RATES - DESCRIPTION OF AMOUNTS (including VAT 22%)

Description	Amount
For reservations over 15 minutes and up to a maximum of 90 minutes (maximum rate per minute)*	0.25 €

\* Except for special agreements or promotions.

\*\* In addition to the normal rental cost; the rates and areas where these additional rates for accessing specific areas apply are available on the site: [www.corrente.bo.it](http://www.corrente.bo.it).

### PENALTIES - DESCRIPTION OF AMOUNTS (N.T. art. 15, par. 1, no. 1 PD 633/72)

Description	Amount
Due to Customer default (Extraordinary cleaning, car repair and improper use)	50.00 €
Sanitisation due to animal transport	150.00 €
Smoking inside the car , presence di cigarettes butts and ashes inside the vehicle	50.00 €
Release of car with lights on, ignition on or windows down, and/or parking in private and covered/underground spaces	50.00 €
Repositioning of the car left by the user in no parking area or private area, carried out by CORRENTE operators	50.00 €
Release of the vehicle (within the release area) with a residual charge and autonomy level of less than 30 km and not less than 15 km	30.00 €
Breakdown service: for damages caused by the Customer, with or without counterparty and because the Customer, not having observed the low-on-battery signal, has left the car with a charge/autonomy of less than 5%	120.00 €

Release of the vehicle outside the issuing area at the customer's request to the Call Center of Corrente for closing the rental effected by the Control Room of Corrente for unavailability of the customer, which required the recovery of the vehicle carried out by operators of Corrente (excluding costs for the roadside assistance , in case of insufficient charge to re- enter with the vehicle on autonomous running within the release area.)	100.00 € if the vehicle It is located within a radius of 50 km from the centre of Bologna (RIF. Piazza Ravegnana) + € 50.00 for every multiple of 50 km if the vehicle is over a radius of 50 km from the centre of Bologna (RIF. Piazza Ravegnana)
Breakdown service: for damages caused by the customer, with or without counterparty or for other causes attributable to negligence of the customer who determined the necessity of sending the tow truck to transport the car	200.00 €
Loss or damage of car documents	50.00 €
Subtraction of the vehicle key / card at the end of the release. The same penalty will be applied if the key / card , even though it is inside the vehicle, is not placed in the dashboard / objects compartment and it is not immediately localizable.	100.00 € ( in addition to the cost for the replacement in case the car is not returned or has been returned damaged / not working.)
Loss of the emergency kit located in the trunk.	50.00 €
Failure to comply with the instructions received from the Customer Service and / or by the Operator intervened in the event of a fault and / or an accident.	50.00 €
Tampering with the ignition system ( except that the event is not made of greater gravity. )	300.00 €
Penalty for letting third parties other than the customer drive the car.	500.00 €
Accident not reported by the Customer.	100.00 €
Other contract violations of which, by way of example and not by way of limitation. Those referred to in Art. 10 of the CORRENTE contract.	Until / Up to 500.00 €
Failure to return promptly following a request from the CORRENTE Customer Service.	500.00 € for each hour of delay.

Declarations unequivocally false in the recording phase:	Cancellation of the individual % discount and of the Personal Tariff Plan with consequent application of the nominal tariffs.
Entrusting the car to a minor even if in possession of a B1 licence	Termination of the Service Contract. Total waiver of the Service Provider for any fine, damage, prosecution and claim, including those arising from non- insurance coverage.

No other expenses will be incurred if the Customer proves that he/she is not responsible for the damage or that no damage has occurred, and/or that the damage actually reported is less than the cost charged.

## EXCESSES AND AMOUNTS INSURED

Excesses envisaged by the insurance company separate for each insurance coverage that may be charged by the provider to the Customer in case of accident or events occurring during the rental:

Description	Amount
Third-party liability insurance	250.00 €
Liability of transported persons	250.00 €
Accidental damage (comprehensive insurance)	500.00 €
Fire, total and partial theft of the car during the rental period	1000.00 €
Coverage of risks arising from social and political events, natural events, vandalism, robbery, glass breakage during the rental period	500.00 €

The envisaged limit of the motor car liability insurance policy is the one prescribed by law; i.e. EUR 6,000,000.00.