

## GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

### **Art. 1 – Premises**

The premises included here must be considered as an integral part of the general terms and conditions of the SHARE'NGO® Car sharing agreement. The SHARE'NGO® Car Sharing is a service through which the C.S. Group SpA, registered at Via dei Pelaghi, 162 in Livorno, VAT number: 01769950492, PEC: csgroupsrl@legalmail.it, and its subsidiaries and affiliated companies, hereinafter "SHARE'NGO®" or "Operator", provide separately through payment, to the Customer, renter (hereinafter "Customer"), the use of vehicles for a certain period of time.

The subscription and registration to the SHARE'NGO® platform by the Customer in order to use this service is technologically and operationally shared by the company C.S. Group S.p.A. and its subsidiaries and affiliates and the subscription-registration to the SHARE'NGO® car sharing service is an essential condition for every rental and use of vehicles.

The updated list of subsidiaries and affiliates is always available in the legal notes that can be viewed on the website [www.sharengo.nl](http://www.sharengo.nl).

The car-sharing agreement between the Operator and the Customer is concluded with the subscription / registration of the Customer.

The Parties regulate the registration and the use of the service and expressly accept, this Car sharing agreement and its attachments: the Fee Schedule, the privacy policy and Information and the authorization to process personal data.

All the aforementioned documents can be consulted on [www.sharengo.nl](http://www.sharengo.nl) and the Parties declare that they have viewed and accepted them in relation to any aspect, clause, case and situation concerning the relations between the same Parties.

### **Art. 2 - Definitions**

1. **Customer** is the natural person, legal entity or business partner (the last two, subsequently, also called "B2B") who have duly and correctly registered at SHARE'NGO® and have entered into a valid contract with the Operator of the SHARE'NGO® car sharing service. The "physical person" Customer is the person who is over the age of 18, authorized to drive, in possession of a valid driving license that is not suspended, withdrawn, withdrawn upon subscribing to the Service and for the entire period of its validity.
2. **Operator** is the person who manages SHARE'NGO®'s free floating electric car sharing service and rents SHARE'NGO® vehicles to registered customers so that they can be used within a specific operating area, subject to availability.
3. **Car Sharing in Free Floating**: for car sharing in free floating we mean a car rental service without driver, where the car is shared with other users. The hired car can be picked up and returned freely within the operating area. The operational area of each city is available on [www.sharengo.nl](http://www.sharengo.nl) and the SHARE'NGO® APP.
4. **APP on Smartphone**: the SHARE'NGO® APP can be downloaded to your smartphone and allows, among other things, reserving and rental of SHARE'NGO® vehicles.
5. **Rental period**: means every single trip that the Customer makes by following the procedure to reserve, pick-up and terminate the rental of the vehicle.
6. **Valid driving license**: driving licenses issued by members of the European Union (EU) and / or the European Economic Area (EEA) are accepted as "valid driving licenses". Driving licenses issued by non-EU / EEA countries are accepted only if accompanied by an International Driving Permit or a certified translation of the national driving license. The ID card of the Italian Republic or the passport accompanied by a valid residence permit are accepted as "identification documents".

### ***Art. 3 – Subject and parties of the agreement***

- a) These General Terms and Conditions of the agreement (car sharing agreement) concern the rental / rental without drivers of electric vehicles in car sharing with "free floating" mode.
- b) The Operator hires SHARE'NGO® vehicles to registered customers, so that they can be used, subject to availability, within a specific operating area and the present General Terms and Conditions of Contract apply to registration, validation of driving license and rental of SHARE'NGO® vehicles.
- c) Once the SHARE'NGO® vehicles are rented, these General Terms and Conditions of Contract will be supplemented by the Fee Schedule and will be used to define each single rental. The applicable rates could be found in the fee schedule available on [www.sharengo.nl](http://www.sharengo.nl) at the time of the reservation.
- d) The Operator reserves the right to refuse the registration of a Customer if it is reasonable to assume that he/she will not respect the contract.
- e) The Contracts were drafted in Italian. In case of discrepancy between the Italian and the English version, the Italian version prevails.

The car-sharing agreement between the Operator and the Customer is concluded with the subscription / registration of the Customer.

- f) The car sharing agreement between the Operator and the Customer is concluded with the Customer's subscription / registration to the SHARE'NGO® service.

For each single reservation and rental of the vehicle, the contractual relationship, with any consequent and related legal and tax obligation, will be considered concluded between the Customer and C.S. Group S.p.A. or the subsidiary or affiliated company that operates in the territory where the rental takes place.

Any liability, relationship, request, reimbursement or compensation deriving by law or contract from that single reservation and the relative rental of the vehicle will be limited exclusively between the Customer and the single company with which the contract was concluded, as specified above, it is the Customer's obligation to keep the other companies unharmed from any prejudice, petition or legal action and also to consider them not responsible and not legitimate passive, extrajudicial or judicial for the future.

- g) Acceptance of the terms and conditions of the contract and its attachments by the Customer is a prerequisite for registration and becomes a customer of the SHARE'NGO® car sharing service provided by the Operator, and to use the service according to the methods explained in this Car Sharing Agreement and related annexes and the Italian Civil Code.

### ***Art. 4 - Unilateral modification of the Agreement***

The car sharing agreement will be concluded under the conditions and clauses agreed in this document. The Operator reserves the right to reasonably modify the General Terms and Conditions and the Fee Schedule. Any modifications will be communicated to the Customer by e-mail to the address provided during registration or by announcement on [www.sharengo.nl](http://www.sharengo.nl). Each single change made will be considered accepted, unless the Customer communicates the desire to terminate the relationship with the Operator within the peremptory deadline of 30 days upon receipt of the notice of change, by filling out the Notice of withdrawal available on the SHARENGO® website and send the copy by PEC mail or by registered mail with a return slip to the Operator's registered office and anticipates by email to [servizioclienti@sharengo.eu](mailto:servizioclienti@sharengo.eu). In case of non-withdrawal, the modifications will come in effect when the 30-day term expires.

### ***Art. 5 - Registration and online reservation of the SHARE'NGO® Car Sharing service***

- a) The Operator provides a specific section on [www.sharengo.nl](http://www.sharengo.nl) and the SHARE'NGO® App to register to the SHARE'NGO® Car Sharing service.

- b) During registration, the Customer, in addition to providing personal data, must also indicate a password to access the Reserved Area of the Operator's website. s
- c) The PIN required to identify the Customer and to start the vehicle is saved in the Personal Profile section of the website.  
Pin and Password are strictly confidential and personal to the Customer and cannot be transferred or revealed to third parties, except when imposed by law or by the Judicial or Administrative Authority. The Customer is obliged to keep the password and PIN strictly confidential and away from third parties.
- d) The Customer must notify immediately the Operator of any loss or destruction of the tool to access the vehicle (via website or by calling the SHARE'NGO® Customer Service), so the Operator can block access from that tool and prevent improper use. The Customer will be informed by email that the tool has been blocked. The Customer must immediately change the password and contact the SHARE'NGO® Customer Service to change the PIN when in doubt that someone else knows them.
- e) The Customer is responsible, within the limits established by law, for damages such as theft, damage or misuse of SHARE'NGO® vehicles that are caused by the loss of access tool.
- f) The Customer can reserve and rent SHARE'NGO® vehicles via APP or via [www.sharengo.nl](http://www.sharengo.nl).
- g) A section dedicated to explain how the car sharing service works on [www.sharengo.nl](http://www.sharengo.nl).

#### **Art. 6 – Fee and Invoice**

To be able to reserve, rent and use a SHARE'NGO® vehicle the Customer needs to:

- i. Have an activated account
- ii. have selected a payment method accepted by the Operator (eg Credit Card) on [www.sharengo.nl](http://www.sharengo.nl) with the name of the customer and inserted the corresponding data ("personal account");
- a) The Customer must keep the personal data requested updated when creating the SHARE'NGO® account. If the data are not updated (eg the email account cannot receive emails, the telephone number is deactivated), the Operator reserves the right to temporarily block the customer's account.
- b) If corporate client with B2B Accounts authorize other Customers (natural persons with "active SHARE'NGO® account") to make a rental at their expense (use of "third party account"), they are held responsible for all costs accumulated by beneficiaries in accordance with the Fee Schedule and for any damage committed. In addition, the B2B account owner will receive alerts and notifications from the Operator instead of the beneficiary.
- c) The Customer agrees to pay the fees for the SHARE'NGO® car sharing service provided by the Operator, according to the current Fee Schedule published on [www.sharengo.nl](http://www.sharengo.nl).  
The billing and the related obligation to pay each single rental will be based on the profile activated by the customer, the duration of use of the vehicle and according to the rates shown in the Fee Schedule. Payment is due at the end of each single rental.  
For calculation purposes, the fraction of a minute is rounded up to the next minute.
- d) The invoice will be issued by the rental company (C.S. Group S.p.A. or its subsidiary or affiliate operating in the territory where the trip takes place) only when the payment proceeded with success and will be available in the Customer's Reserved area on the website.
- e) If the amount withdrawn is recharged to the Operator by the bank and this circumstance caused by the customer, the latter must bear the related costs of the aforementioned recovery. In the case of outstanding payments, the Operator reserves the right to verify the financial credibility and solvency of the Customer and to block access to the service, in addition to compensation for damages.

- f) The Operator may proceed with updating the fees at any time. Any modification of the fee schedule will be communicated to the Customer by announcement on the website and / or directly by email provided during registration.

The changes will be applied from the beginning of the second month following the one in which the Operator has informed the Customer in writing. If disagrees, the Customer can withdraw from the Agreement with no charge after completing, signing and sending the Notice of withdrawal by registered mail with return slip to the Operator's registered office, and anticipates by e-mail. The mail must reach the Operator within and no more than thirty calendar days from the date of receiving the communication from the Operator. In this case, the withdrawal will become effective at 24.00 the night before the day when the fee changes would have been otherwise applied.

**Art. 7 – Prohibition on Sublet or transfer**

It is absolutely prohibited to sublet the rented vehicle and its accessories and / or transfer the agreement and obligations deriving from it. The Customer can never replace, not even temporarily, the rights and obligations derived from the signed Agreement. The Customer can never allow others including family members to drive the vehicle while it is on hire by the Customer.

**Art. 8 - Disclaimer**

Excluding cases of willful misconduct or severe negligence, the Operator is not liable for direct or indirect damages of any nature that the Customer or third parties may in any way suffer as a result of the Service, changes in methods, operating hours and / or conditions for the provision of the Service as well as for the suspension, interruption or otherwise unavailability of the Service itself, caused by the vehicle, the technological equipment, the telecommunication information systems and in any case attributable to both the Operator's providers and third parties in general.

Furthermore, any liability of the Operator for the non-fulfillment of all or part of the obligations assumed due to force majeure is excluded, such as, but not limited to: acts of the State or other Public Entities, acts of the Public Authority, legal limitations, fires, floods, mobilizations, riots, strikes, disturbances, lack of electricity, interruption of telephone lines, breakdowns, malfunctions and malfunctions of any kind.

The Operator is in no way responsible for damage and / or loss of personal property left behind, forgotten or abandoned in the vehicle after the return of the vehicle or loss, damage or theft during the rental period of the vehicle.

**Art. 9 – Driving permit**

Authorization to rent and drive SHARE'NGO® vehicles is limited to natural persons who:

- a) have obtained a valid driving license;
- b) are over 18;
- c) are in possession of a valid driving license at the time of conclusion of the rental and act in accordance with all the conditions and requirements listed here;
- d) are Customers with their own active SHARE'NGO® account, even if they use a vehicle through the account of a Corporate Client pursuant to art. 6 (iii);
- e) have an access tool activated as set out in this Car Sharing Agreement.

Customers who are natural persons can have their driving license checked (with a commission) through the online verification procedure by following the instructions.

Once the driving license verification procedure has been successfully completed, the Operator will activate the access devices to the Customer.

In any case, the Operator reserves the right to ask the Customer at any time, to check the driving license, to present himself at the location indicated for this check with the valid driving license. If the Customer does not show up, the Operator can block the access tools to the Customer.

Any suspension or withdrawal of the license implies the automatic suspension of the Service for the Customer, and the Operator reserves the right to terminate the contract. If the driving license is withdrawn or lost, the SHARE'NGO® vehicle authorization is immediately suspended for the whole period. The same applies for the duration of the revocation of the license.

The customer in possession of a foreign driving license issued by a non-EU foreign country must be in possession and provide the Operator upon registration with the Service, also a copy of the international driving license or certified translation of the license, a copy of the passport and self-certification of residence permit. The validity and effectiveness of these documents must remain valid for the entire duration of the subscription to the Service.

Every time the vehicle is used, the Operator reserves the right to verify the existence of the above requirements.

Any changes in the status of the license (such as, merely by way of example, withdrawal, suspension, exhaustion of points or expiration) must be immediately communicated by the Customer to the SHARE'NGO® Customer Service.

In case of violation by the Customer of even one of the above obligations and assumptions, the Operator can terminate the Agreement and claim for damages.

**Art. 10 – Use of vehicles. Express cancellation clause**

- a) The vehicles must be used with care, caution, and always in full compliance with the law, the related user and maintenance manual and the provisions of this car sharing agreement. The Customer is directly and fully responsible for the vehicle during the period of use including properly park it at the end of the rental. He/she vows to check periodically the indicators of the vehicle on the dashboard and contact immediately the SHARE'NGO Customer Service® if any malfunctioning occurs.
- b) Reservations can be made free of charge through the SHARE'NGO® website or App.
- c) All vehicles can be tracked by the Operator at any time, also when used by the Customer.
- d) SHARE'NGO® vehicles, specifically marked as "available", are located in authorized public parking areas or in parking areas designated by the Operator within the Operating area of each city where the SHARE'NGO® car sharing service is active, can be identified on the map via the website, the Apps and the on-board tablet. The Customer can identify the vehicle closest to his/her location or to a specific address via SHARE'NGO® website or App.
- e) Customers can rent SHARE'NGO® vehicles directly without reservation, but only those marked "available" are free to be rented.

Before starting the engine, the Customer is obliged to check the SHARE'NGO® vehicle in order to identify obvious defects, damage or dirt and communicate to the Customer Service by phone or on-board tablet. In order to correctly assign the responsibility for damage or incorrect behavior to the person / customer who actually caused it, it is essential to communicate these damages before starting the engine. The Customer is obliged to provide the above information in a complete and truthful manner.

The Operator may prevent the use of the vehicle if there is a risk that driving safety will be impaired.
- f) The Operator can contact the Customer by the number registered with the personal data if the rental process is interrupted. The operator may prohibit any use of the SHARE'NGO® vehicle if there is a suspicion of breach of contract.
- g) The complete rates set by the Operator for the SHARE'NGO® Car Sharing service are available on [www.sharengo.nl](http://www.sharengo.nl).
- h) The Customer is aware of the limits of the vehicle autonomy and their level of charge, and therefore assumes the responsibility to terminate the rental with the range of autonomy not less than 5km. The vehicle autonomy



is visible on the tablet on-board. The vehicle must be discharged with at least 5 km of autonomy and hence cannot be used when the on-board tablet signals the less-than-5km warning.

If the Customer encounters such situation during the trip, he/she must replace that vehicle with a low battery with another vehicle properly charged.

The Customers are in any case prohibited from:

- a. opening the engine compartment;
- b. allowing third parties to drive SHARE'NGO® vehicles, even temporarily, using their own credentials
- c. driving the vehicle under the influence of drugs, alcohol or anything else that alters the normal physical and mental condition of the person;
- d. using the vehicle on off-road routes, for demonstrations or for competitions of any kind;
- e. using the vehicle for road tests, driving lessons or making profit by transporting passengers;
- f. towing or moving other vehicles;
- g. using the vehicle to transport highly flammable, poisonous or, in general, hazardous materials, in quantities far higher than those permitted for personal use;
- h. transporting objects with the vehicle, which in terms of size, shape or weight may compromise the safety of the driving or damage the passenger compartment;
- i. smoking or allowing passengers to smoke in the vehicle;
- j. transporting animals in the vehicle;
- k. dirtying the vehicle or leaving any kind of waste in the vehicle;
- l. removing from the vehicle, after terminating the rental, items that belong to the vehicle;
- m. occupying the vehicle with more people than required by law or other regulations
- n. making or carrying out repairs or modifications of any type of their own initiative on the vehicle;
- o. transporting children or infants in violation of the rules of the Highway Code;
- p. driving the vehicle on the motorways and on the roads where according to art. 175 paragraph 1 of the Highway Code (major highways and main roads) not allowed for the type of vehicle in use (for example in the case of the ZD branded electric heavy quadricycles)

Failure to comply with the prohibitions indicated in this article could lead, according to the Operator, to the immediate termination of the Car Sharing Agreement pursuant to and for the purposes of art. 1456 of the Italian Civil Code. The termination of the contract will occur from the moment of the simple communication by the Operator to the Customer of its wish to apply the present express resolution clause, without any other formality, but in any case guarantees the application of penalties and compensation of any damage caused by the Customer.

Once the Car Sharing Agreement has been terminated, the Operator will be entitled to call back immediately the vehicle. If the Customer does not immediately return the vehicle, the Operator has the right to claim the amount accrued for the rental remains unaltered, as well as compensation for all damages created accordingly.

The Operator will be able to recover the sums due in accordance with the procedures established by law and charging the relative costs to the Customer, reserving the right to take legal action against the Customer and / or the responsible third party and / or any other vehicle holder.

#### ***Art. 11– Terminating the rental***

- a) When terminating the rental session, the Customer must follow the procedure and instructions indicated by the tablet on-board or by the APP SHARE'NGO® completely and wait until the doors are closed before leaving the vehicle.

- b) If the SHARE'NGO® vehicle is returned without having complied with the correct termination procedures of the rental, and the doors were not closed properly, the rental continues at the expense of the Customer and under his/her full responsibility.

In particular, the Operator will be free from all civil, criminal and administrative liability for all infractions, seizures, offenses and penalties deriving from the use of the vehicles for the act and fault of the Customer.

Furthermore, the following conditions must always be respected:

- c) The Customer cannot return the vehicle outside the Operating Area. The Customer can park outside the operating area only in "temporarily parking" mode; in this mode the car remains at the Customer's disposal and the running minutes count continues. The customer will resume the vehicle to end the rental permanently only within the Operating Area.
- d) The vehicle **cannot** be left in parking areas with daily or hourly parking limitations if the limitation starts earlier than 48 hours from the time the Vehicle was parked (for example, if the daily limitation starts on Monday at 8 AM, the driver will be authorized to park the vehicle no later than 8 AM on the Saturday before). The same rule applies in the case of parking restrictions already indicated but not yet in effect (for example, in the case of temporary bans for events or public works).
- e) The Customer is required to leave the returned vehicle clean. If it is not the case, the Operator reserves the right to charge a penalty for extraordinary cleaning of the vehicle to the Customer who used it last.
- f) The discovery of abandoned objects inside the SHARE'NGO® vehicle must be reported to the SHARE'NGO® customer service, which will give all the indications to allow their recovery.
- g) It is forbidden for Customers to temporarily park or return the vehicle in an area where the GPS signal and / or the GSM signal cannot be detected, typically in underground parking.
- h) If the Operator is forced to move the vehicle to another authorized car park or in case of forced removal of the vehicle by police or third parties, all costs incurred, of whatever nature are (including administrative penalties and any costs of recovery, towing and storage of the vehicle), will be immediately charged to the customer.

#### ***Art. 12 – Breakdown or incidents***

In the event of a car accident, damage, loss and any damage to the vehicle (hereafter "Claim") during the rental, the Customer must:

- a) immediately inform the SHARE'NGO® Customer Service by pressing the SOS button on the on-board display or if not working properly, call the SHARE'NGO® Customer Service;
- b) request and wait for the police intervention in case of uncertainty or dispute on the dynamics of the accident and in there's injuries. In the latter case, the Customer must also immediately call the ambulance or make sure its arrival, provide help to the injured and stay with them at least till the qualified professionals arrive;
- c) fill out and sign the CAI Form - Accident Detection - (also known as "CID"); in the event that the attribution of responsibility between the parties is confirmed and agreed, the CAI form must be signed by both drivers of the two vehicles involved in the accident;
- d) provide the Operator with any other information, testimony of third parties or documentation useful to allow reconstructing the dynamics of the accident;
- e) deliver to the Operator, within 7 days after the claim, a complete report of the claim, the CAI form if completed and any information in its possession relating to the claim and to the parties involved.
- f) In the presence of witnesses, collect their written and signed, attaching a copy of witness's I. D.; any other subsequent testimony, not obtained at the same time when the claim is delivered would not be considered as supporting evidence.

The Customer must also:

- g) stay where the accident occurred until you receive different instructions from the SHARE'NGO® Customer Service and activate immediately following the aforementioned procedures;
- h) cooperate fully with the Operator and its insurers in any investigation or consequent legal proceeding arising from the claim.

When presenting a claim, the Customer can make statements only in his/her own name and on his/her own behalf; not under any circumstances can make statements in the name and on behalf of the Operator.

In the event of an emergency, damage to the vehicle or a problem that prevents, limits or compromises the safety of the Customer, passengers or others, or the movement of the vehicle due to a problem of the vehicle itself, the Customer must:

- i) immediately communicate this to the SHARE'NGO® Customer Service. The Operator will activate the roadside assistance;
- ii) scrupulously follow the instructions provided by the roadside service operator

It is understood and agreed between the parties that, if the road service and / or towing of the vehicle were carried out by a different operator than the one indicated by the Operator, all the related expenses would be borne by the Customer.

If the Customer fails to respect the obligations set forth in this article would result in the immediate termination of the Car Sharing Agreement, without the need for any formal notice, pursuant to and for the purposes of art. 1456 of the Civil Code, by express termination clause, with the charge to the Customer of the amount due and accrued at the date of termination, made in any case without prejudice to the right to compensation for any greater damage.

In the event of a claim caused by the Customer, his liability extends to the amount of the penalty of € 500.00 (five hundred / 00 euros), to any other penalties he or she bears, also for the consequences deriving from the damage, such as the appraisal costs, towing costs, diminished value, lost rental income, additional administrative costs.

The limitation of liability for penalties and / or deductibles does not apply in case of willful misconduct and / or gross negligence of the Customer, ie, for damage caused by the Customer for improper use, negligence or failure to comply with the provisions of the Contract of car sharing. In case of accident caused by malice and / or serious fault of the Customer, for which the limitation of liability to the amount of the penalty and / or contractually established deductible does not apply, and in case of accident that according to art. 14, the Customer is following, depending on the fraudulent and / or negligent conduct so not covered by insurance, that very Client and / or in the case of claim against the Operator by the Insurance Company, the Customer will fully responsible for all direct and material damages to the vehicle, to the persons and to the objects.

Should the written statement of the damage not be received within 7 days, SHARE'NGO® reserves the right to charge to the Customer all damages resulting from the accident, in particular, damages to people, objects and vehicles. The Customer agrees to the debit of all the amounts that will be due, directly and indirectly, by virtue of the rental, even after the billing of the rental, on the credit card or prepaid card used to guarantee the payment of the obligations pecuniary rights arising from this Car Sharing Agreement.

#### ***Art. 13 – Fines from traffic violations***

During the period of use of the vehicle, the Customer is fully and directly responsible for any fines or other consequences caused by traffic violations, including parking violations, overdue parking tickets or violation of any other provision of the highway code, laws or regulations in force.

The Operator would inform the competent police authority of the Customer's personal details to file relevant reports of the Highway Code violation.

The Operator will charge a administrative fee to the Customer for processing the fine on behalf of them, and the amount is indicated in the fee schedule and updated from time to time.



In case of forced removal of the vehicle, the Customer must promptly inform the SHARE'NGO® Customer Service to recuperate the vehicle. All related and / or consequent costs (as an example and not exhaustive: administrative fines, towing, custody, recovery, etc.) will be charged to the Customer, in addition to the costs incurred for the administrative management of such practices.

In the event that the Customer proposes an appeal against the administrative sanction imposed on him and any related removal, if said appeal is accepted by the assessing body and the report canceled, SHARE'NGO® will immediately refund the amount charged.

#### **Art. 14 - Insurance**

The Operator has activated for SHARE'NGO® vehicles an insurance policy for damages to third parties with the ceiling set by law for the vehicle category provided.

If the vehicle is damaged or if any damage caused by the Customer during the rental, the Customer will need to be responsible within the limit of a maximum deductible of 500 €, but any penalties related to the misconduct will not be included.

The only customers who drive SHARE'NGO® vehicles in the Milan area are covered by special accident insurance.

Assuming that the vehicle suffers damage as a result of vandalism (damage caused intentionally by third parties) during the rental, it is mandatory to file the complaint of the event to the Judicial Authority closest to the place where it occurred by the Customer.

The insurance will not cover damage caused intentionally by the customer. In case of serious fault, the Customer will be liable to the Operator for the damage caused.

#### **Charges borne by the Customer**

the Customer will be fully responsible for:

- a) all direct and material damage to the vehicle, to persons and objects excluded from the insurance coverage and / or ancillary services prepared by the Operator and indicated above;
- b) claims caused by intent and / or gross negligence of the Customer, for which the limitation of liability to the amount of the penalty and / or exemption as required by the aforementioned Article 11 and claims not covered by the above insurance guarantees if caused by the Customer's malicious and / or culpable conduct;
- c) the penalties indicated in the Fee Schedule;
- d) any damage not promptly reported to the Operator;
- e) indirect damages resulting from accidents caused during the period of use and not otherwise covered by insurance, such as for example the depreciation of the vehicle, the use of a replacement vehicle, recoveries and third party charges;
- f) Damage caused when driving the SHARE'NGO® vehicle by unauthorized third parties during the rental of the customer;
- g) direct and indirect damage caused by incorrect use of the vehicle;
- h) direct and indirect damage caused as a result of malicious actions and / or grossly negligent of the Customer;
- i) direct and material damage to the vehicle's internal equipment caused by the Customer and / or by the persons to whom the Customer is responsible to and / or transported by them;
- j) direct and indirect damages caused as a result of failure to comply with the obligations set forth in art. 12;
- k) legal fees and any other charges related to the processing and management, judicial and / or extrajudicial, of insurance claims including any sums advanced by the insurance company on behalf of the Operator;

- l) the type of claims that the insurance company may request in the case of a vehicle driven by a person in a state of intoxication and in relation to which the violation of art. 186 of the highway code and subsequent amendments;
- m) the type of claims that the insurance company may request in the case of a vehicle driven by a person under the influence of drugs and against which the violation of art. 187 of the Highway Code and subsequent amendments;
- n) the type of claims that the insurance company may request in case of damages suffered by third parties transported, if the transport is not carried out in compliance with the provisions in force and / or the indications of the registration certificate;
- o) the type of claims that the insurance company may request in the case of a vehicle driven by a person with an expired and / or invalid driving license.

**Art. 15 – Personal data**

The Operator will process personal data in compliance with the Privacy Statement available on [www.sharengo.nl](http://www.sharengo.nl).

**Art. 16 - Validity, duration, renewal, suspension, withdrawal, termination of the agreement**

The Car Sharing Agreement is signed by the Customer during subscription and registration to the SHARE'NGO® service and would be effective for an indefinite period, starting from that date until the moment of withdrawal decided by one of the parties.

The withdrawal must be notified by registered letter with a return slip with a one-month notice.

Once the withdrawal has been completed, the Customer will be immediately deleted from the Customer List. In case of justified reason and / or cessation of activity, the Operator may withdraw from the contract without notice, giving notice to the Customer by email and registered letter with a return slip.

Any serious violation, by the Customer, of the contractual conditions, as well as improper use of the cars such as violation of the highway code or any other provision constitute grounds for termination of the Car Sharing Agreement for non-fulfillment of the Customer, pursuant to the effects envisioned by art. 1456 c.c., then by express resolution clause, starting from the communication that the Operator will send to the Customer by e-mail or by registered letter with a return slip.

In the cases expressly listed in the Car Sharing Agreement, the Operator may also suspend the Service, even without prior notice, by deactivating the Customer's Account until the suspension reason resolved.

Furthermore, the Car Sharing Agreement will be resolved pursuant to art. 1456 of the Civil Code, if the Customer:

- a) interrupts payments;
- b) is behind on payments for two invoices;
- c) is a legal person, a special fund, a professional who has signed the contract as a professional and has not made the required payment;
- d) drive while intoxicated and under the influence of drugs;
- e) communicate his/her access data (username SHARE'NGO®, password SHARE'NGO®, PIN SHARE'NGO®) to third parties;
- f) has declared false or omitted relevant information in the subscription-registration phase to the SHARE'NGO® free floating car sharing services or during the execution of the agreement.

If the Operator decides to use the resolute clause pursuant to and for the purposes envisioned by art. 1456 c.c., the Operator will block access to SHARE'NGO® vehicles and request the rental fee of the SHARE'NGO® vehicle until it is redelivered and reimbursement of all damages.

In case of withdrawal by the Operator due to the termination of the activity, nothing will be due to the Customer for any reason or reason.

The Customer can exercise the "right of withdrawal" from the Car Sharing agreement within 30 (thirty) days from its signing without any penalty and without the obligation to specify the reasons.

The right of withdrawal referred to in the previous paragraph can be exercised by sending the Notice of withdrawal downloaded from [www.sharengo.nl](http://www.sharengo.nl), duly completed and signed with registered mail with return slip to the Operator's registered office, or by PEC mail.

#### **Art. 17 - Complaints**

In the event of disputes regarding the correctness of the amount due by the Customer, the registrations contained in the electronic archive of the Operator will prevail.

Any disputes relating to charges, for any reason made by the Operator, may be brought up only after payment is made and, however, no later than 60 days from receipt of the relevant invoice.

The Customer can use the contacts listed in the following Article 19 if he wants to request information or send complaints.

If the Customer is a consumer residing within the European Union, he / she can send his / her complaint by completing the electronic form on the ODR portal <https://webgate.ec.europa.eu/odr>, a platform provided in order to support Europeans consumers in the extrajudicial management of disputes. The email address of SHARE'NGO® that the Customer must insert on the ODR portal is as follows: [klantenservice@sharengo.nl](mailto:klantenservice@sharengo.nl).

#### **Art. 18 - Fine**

The Operator reserves the right to apply to the Customer the fine indicated in the Fee Schedule to the occurrence of the cases envisaged and regulated by the Agreement, except in any case, the compensation for the greater damage.

The Operator notifies the Customer, after having carefully examined the case and ascertained the Client's involvement, by sending an e-mail to notify the amount of the fine. Following the aforementioned communication, this will be debited from the Customer's credit card. The Customer expressly accepts the above and authorizes the Operator to charge the fine on the credit card indicated by the Customer at the time of registration to the service.

#### **Art. 19 - Communications**

For any communication, the Customer must write to:

SHARE'NGO® CUSTOMER SERVICE– Via dei Pelaghi 162 – 57124 - Livorno (LI)

OR an email to: [klantenservice@sharengo.nl](mailto:klantenservice@sharengo.nl)

OR a PEC email to: [csgroupsrl@legalmail.it](mailto:csgroupsrl@legalmail.it)

OR phone the number indicated on [www.sharengo.nl](http://www.sharengo.nl)

#### **Art. 20 – Jurisdiction**

The Agreement, and the Annexes are governed by Italian law.

In the event that the Customer is a natural person qualifying as a "consumer" pursuant to Legislative Decree 6 September 2005 no. 206, will be competent, in an exclusive way, the Court of the place of residence or domicile stated by the Customer in the Italian territory. In all other cases, the Livorno Court will be the exclusive jurisdiction.

No additional and / or supplementary verbal agreements exist between the Customer and the Operator. The amendments and additions to the General Terms and Conditions of Agreement and Fee Schedule require in the written form. Electronic correspondence (email) is considered an acceptable written form.

**Art. 21 – Other outstanding matters**

The possible nullity, invalidity and ineffectiveness of one or more clauses of the Car Sharing Agreement and its annexes (Fee Schedule, Informative and Acceptance of the Privacy Statement) also deriving from amendments to the current legislation, introduced with the rules of the State and of the European Community, it does not affect the validity of the car sharing agreement as a whole. In this case, the Car Sharing Agreement will be interpreted and integrated as if it contained all the clauses that allow to reach, in compliance with the law, the essential purpose pursued by the agreement of the Parties. The fact that the Operator does not assert on any occasion the rights and powers contractually recognized to it cannot in any case be interpreted as a renunciation of these rights or faculties, nor will it prevent them from claiming full respect at another time.

(place) \_\_\_\_\_, (date) \_\_\_\_\_

Customer .....

Operator.....

**DECLARATIONS WITH EXPRESS APPROVAL**

Pursuant to and for the purposes of Articles. 1341 and 1342 cc, having read these General Terms and Conditions of Contract, the Customer declares to expressly accept and approve specifically the conditions of the articles: 3 (Subject and parties of the agreement), 4 (Unilateral modification of the Agreement), 5 (Registration and online reservation of the SHARE'NGO® Car Sharing service), 6 (Fee and Invoice), 7 (Prohibition on Sublet or transfer), 8 (Disclaimer), 9 (driving permit), 10 (Use of vehicles. Express cancellation clause), 11 (Terminating the rental), 12 (breakdown or incidents), 13 (Fines from traffic violations), 14 (insurance), 16 (validity, duration, renewal, suspension, termination, agreement), 17 (complaints), 18 (fines), 20 (jurisdiction).

Customer .....

Operator.....

## SHARE'NGO FEE SCHEDULE®

STANDARD RATES (VAT included)	
SHARE'NGO® Registration fee*	Free
Standard rate per minute to drive/ park temporarily* the vehicle	0,28 €
Tariff and / or end of rental cost in additional tariff zones (zone A) **	2,00 €
Tariff and / or end of rental cost in additional tariff zones (zone B) **	3,00 €
Tariff and / or end of rental cost in additional tariff zones (zone C) **	5,00 €
Check driving license validity	9,00 €

\* Aside from special agreements or promotions

\*\* In addition to the standard rental charge; You can find the areas where surcharge apply of each city on our website: [www.sharengo.nl](http://www.sharengo.nl).

ADDITIONAL SANCTIONS – HANDLING*	
CAUSE	CHARGE
a) Handling fee for each fine assigned	25,00 €
b) Remining charge	2,50 €
ADDITIONAL SANCTIONS – PENALTY *	
CAUSE	CHARGE
a) Accidents where the customer is liable	500,00 €
b) Damages caused by customer while using the vehicle (Additional cleaning, repairing of the vehicle and other expense caused by improper use)	50,00 €
c) Cleaning/detailing fees when animals are transported in the vehicle	150,00 €
d) Smoking inside of the vehicle	50,00 €
e) Terminate the trip with lights or dashboard still on, with windows down and/or leaving the vehicle in a private or underground parking	50,00 €
f) Vehicles left in no parking or a private area that requires SHARE'NGO® staff to remove	50,00 €
g) Roadside assistance: Roadside assistance: for damages caused by the customer, with	



or without counterpart and for vehicles ran out of batteries due to customer's failing to notice the signal of less than 5% autonomy	120,00 €
h) To remove a vehicle left in no parking area and/or as a result of the customer's serious infringement	250,00 €
i) To remove a vehicle left by customer outside of the operating area	300,00 €
j) Loss or damage of the vehicle documents	50,00 €
k) Loss of electric charging cable in the trunk	250,00 €
l) Loss of emergency kit in the trunk	50,00 €
m) Problem cause by customer's not complying with the instructions from the SHARE'NGO® customer service and / or the operator on site in case of breakdown and / or accident	50,00 €
n) Tampering with the ignition system	300,00 €
o) Letting third party other than the customer who subscribed to the service to drive the vehicle	1.000,00 €
p) Accidents not reported by the customer	200,00 €
q) Driving the vehicle on highways and roads as per art. 175 paragraph 1 of the Highway Code (major highways and main suburban motorways ) not permitted for the type of vehicle rented	100,00 €
r) Having more passengers on board than permitted by the type of vehicle	500,00 €
s) Acting illegally while driving the rented vehicle e.g. operating vehicle under the influence of alcohol or drugs	1.000,00 €
t) Other unlawful acts or infringement of regulations including and not limited to those defined in Article 10 of the SHARE'NGO® contract	Up to 500,00 €
u) Hourly charge of the vehicle not returned when requested by the SHARE'NGO® customer service representatives	50,00 €
v) Allow minors drive the vehicle rented	1000,00 € **
w) not having sent the documentation relating to a road accident within 7 days or sending documentation not duly signed	100,00€ ***

\* in addition to the normal rental fee

\*\* Beyond the termination of the service contract. Total indemnity of the Service Operator for any fine, damage, proceeding and claim for damages, including those deriving from the lack of insurance coverage

\*\*\* In addition to compensation for damage caused by the accident

No other expenses shall be incurred, if the Customer demonstrates not liable for the damages reported or that no damage has occurred, and / or that the damage reported actually costs less than charged.

In the event that the Customer proposes an appeal against the administrative sanction imposed on him and any related removal, if said appeal is accepted by the assessing body and the report canceled, SHARE'NGO® will immediately refund the amount charged.