

General Terms and Conditions of NanoTechEnergies S.R.L.

Last updated May 25, 2017

(Download PDF)

1. Subject

The present general terms and conditions ("**General Terms & Conditions**") govern all rental transactions in Italy for the Vehicles provided by NanoTechEnergies SRL to Customers as defined below. The Applicant accepts the General Terms & Conditions, the schedule of fees in its up-to-date version (hereinafter, "Price List") and its related regulations, the Privacy Policy as well as all other documents relating to rental services available in the NanoTechEnergies SRL website at the time of completing the registration procedure.

Definitions

Applicant	A natural person requesting registration to become a <u>NanoTechEnergies SRL</u> Customer
Customer	An Applicant who is authorised - after registering and meeting the requirements laid down in provision 3 - to make bookings and to use a Vehicle or profit from the vehicle or rides on the vehicles (from among FLEET of the <u>NanoTechEnergies SRL</u> or its partner companies vehicles, or vehicles of CUSTOMERS themselves in case they ADD their vehicles to the FLEET of <u>NanoTechEnergies SRL</u>), either himself/herself or assisted by a Driver, according to the General Terms & Conditions
BlackBox Accessories	& Control unit fitted on the centre console of every Vehicle used to access and use the <u>NanoTechEnergies SRL</u> FLEET via a touch Screen device of either Customer or <u>NanoTechEnergies SRL</u> ownership.
<u>NanoTechEnergies SRL</u>	<u>NanoTechEnergies SRL</u> . Registered office in TRIESTE, Province of Trieste [Postal address: C/o. 1SUN SRL, VIA FLAVIA 23/1, 34148. TRIESTE (TS)], tax ID number 01286620321.
<u>NanoTechEnergies SRL</u> ID	CUSTOMER ID used together with a mobile device application to access the Vehicles
<u>NanoTechEnergies SRL</u> Screen	Screen installed in or on the Vehicles allowing Customers to access and enter the required information relating to Vehicles use

Call Centre	24-hour service centre which can be contacted on-line or by phone (including the phone function installed in each Vehicle)
<u>NanoTechEnergies SRL</u> website	http://nanotechenergies.it/
PIN or Password	Personal identification number or Password chosen by the Customer
Rental Duration	Period starting from the confirmation of the booking under <u>NanoTechEnergies SRL</u> General Terms & Conditions described in Provision 6.5 and ending with the actual return of the Vehicle, or submission/Dropping of vehicles at pre defined DROP ZONES/SHOPS adhering to our Vehicles sharing initiative, as per provision 13 (subject to provision 12.2)
Reserved Vehicle	Vehicle reserved by a customer as per Provision 6.2
Vehicle	Vehicle provided by <u>NanoTechEnergies SRL</u> and used by the Customers according to <u>NanoTechEnergies SRLs</u> General Terms & Conditions

2. Rental

2.1 The Applicant hereby declares to accept NanoTechEnergies SRL General Terms and Conditions, Privacy Policy, Price List and its related regulations - constituting integral parts of the present General Terms and Conditions - as well as any other document regulating the rental at the moment of completing the registration procedure found on the NanoTechEnergies SRL website.

2.2 The Customer may rent Vehicles from NanoTechEnergies SRL in accordance with the General Terms & Conditions, as they may be applicable from time to time (as published on the NanoTechEnergies SRL website). Unless otherwise agreed by NanoTechEnergies SRL, when signing an individual rental agreement, the rates specified in the Price list available on the NanoTechEnergies SRL website shall apply, **unless otherwise overridden** by the usage of APPs for booking the NanoTechEnergies SRLs Vehicles (**both the Driver APP: TAKE CONTROL; and Passenger APP: E-MOBILITY**; as and when made available to **CUSTOMERS** to assist them with a seamless and mobile access to our **SERVICES**).

2.3 Neither NanoTechEnergies SRL nor the Customers are required to sign a minimum number of individual rental agreements.

2.4 The **Applicant**, once authorized by NanoTechEnergies SRL to be a **CUSTOMER** or **DRIVER** of its FLEET of Vehicles, **CONSTITUTED BY NanoTechEnergies SRL ITSELF** or ENHANCED by CUSTOMERS joining in with

their own VEHICLES, shall pay a one-time guarantee fee as a function of his/her **membership type** (REIMBURSED after the end of RENT contract, in 15 working days, deducting any visible or otherwise incurred damages during CLIENTs usage of Vehicles, over clients/customers' REQUEST via email to: unsubscribe@nanotechenergies.it), to be paid as indicated on the [NanoTechEnergies SRL website](#).

2.5 Acceptance of the General Terms & Conditions by the Applicant does not constitute an obligation on the part of [NanoTechEnergies SRL](#) to authorise the Applicant as a Customer, namely to issue the [NanoTechEnergies SRL CUSTOMER ID](#); it is understood that such procedure is subject to confirmation on the part of [NanoTechEnergies SRL](#) of the Applicant's completed registration, with an option to verify the Applicant's Driving license and identification document with the relevant administrative authorities (including but not limited to the Traffic Control Authority) and his credit reliability history with blocking an upfront amount from Applicants **CREDIT CARD** (PREFERABLY non prepaid).

2.6 To become a Customer, the Applicant may register only if:

a) he is in possession of a **driving license** valid for driving a motorized vehicle ("Driving license"; indicating that Driving license is defined as any driving license, **including international driving licenses**, as long as it allows the Customer to drive in **Italy**, and **provided that the Customer has residence or domicile in the same State in which the driving license was issued**); and

b) the Driving license was issued at least 12 months prior the date of registration on the [NanoTechEnergies SRL](#)

c) Exclusions are allowed for all **NON number plate VEHICLES, aka: "Veicoli non targati"** (which can attain max speed of 20 or 25 km/hr) from among the FLEET of [NanoTechEnergies SRL](#) which might not necessitate above such requirements to drive a numbered plate VEHICLE. In any case the Applicant, if accepted as CUSTOMER of [NanoTechEnergies SRL](#) for DRIVING "veicoli non targati" UNDERTAKES full RESPONSIBILITY to be vigilant and follow standard traffic rules, along with respecting BOTH the rights of numbered vehicles and rights of general people on FOOT. [NanoTechEnergies SRL](#) will not be held responsible neither in any CIVIL cases nor Criminal cases also in confronts of third parties, and/or made to pay fines arising out of neglecting of rules by the Applicant/Driver of the "Veicoli non targati". **The Applicant is expected to have his PERSONAL INSURANCE against 3rd party (EXAMPLE LINKS: <https://www.axa.it/rc-capofamiglia>)**

d) In this last case (c) the preferred AGE of Applicant has to be 18 years and above, unless booked by an adult (> 18 years old) of **direct blood lineage of the minor** (< 18 years old) Applicant, and who shall undertakes FULL responsibility (CIVIL & Criminal & RC 3rd party), so as to permit the minor Applicant, insuring the:

"Danni provocati involontariamente dai figli minori"

during his/her driving of such non numbered vehicle, under **SUPERVISION** of **CAPO FAMIGLIA**, as better described in **insurance link** above and quoted here for your facilitations:

Scegli una tutela completa per il tuo quotidiano:

- ✓ Danni a terzi provocati involontariamente nella vita di tutti i giorni
- ✓ Danni provocati involontariamente dai figli minori
- ✓ Danni causati a terzi dai tuoi animali domestici
- ✓ Danni provocati alla casa in affitto
- ✓ Danni provocati a terzi dalla tua casa di proprietà

2.7 The Customer shall immediately notify NanoTechEnergies SRL in writing to (info@nanotechenergies.it) if he is no longer in possession of the requirements specified in Provision 2.6 during course of his/her subscriptions ("abbonamento")

3. Authorized Subjects

3.1 **Only the Customer shall be entitled to reserve and use the Vehicles**; within the meaning of the General Terms & Conditions as the term "Customer" indicates a natural person who:

- a) Has accepted the present General Terms & Conditions in accordance with above-mentioned Provision **Rental and sub clauses**;
- b) Has reached the age of majority within the meaning of the Italian law;
- c) Legally holds a Driving license and carries the Driving license while registering on the NanoTechEnergies SRL website and during rental event; and
- d) Is in possession of an access medium to access the Vehicle in the form of a NanoTechEnergies SRL's Customer ID and his/her chosen/assigned password, or of another device or means made available by NanoTechEnergies SRL for the purpose of obtaining access and supplied by NanoTechEnergies SRL ("NanoTechEnergies SRL Customer ID") and the PIN/Password to use together with a special application provided by NanoTechEnergies SRL and installed on a mobile device ("App"), held by the Customer.

In order to use the App for obtaining access, the Customer must have a mobile phone that meets the App's technical requirements.

3.2 Technical compatibility is automatically checked at each download and update of the App. NanoTechEnergies SRL does neither guarantee compatibility nor bear any responsibility with regard to compliance with technical requirements. The Customer is responsible for ensuring the availability of his mobile & internet connection along with sufficient mobile battery especially during RENTAL-TRIP. Whereby ASSURING such

previous **PREREQUISITES**, customer will be bearing whatever costs arising from the use of a **mobile operator either his direct operator or in roaming**.

3.3 Attempting to acquire data from the App and/or from the NanoTechEnergies SRL Customer ID (even Hacking attempts by 3rd parties, hence **STRONG** and non conventional **PASSWORD** are necessary during registration over APP for availing NanoTechEnergies SRL's SERVICE), as well to copy or manipulate such data with IT methods is not permitted. Violation of these rules results in being immediately excluded from the NanoTechEnergies SRL network and entitles NanoTechEnergies SRL to request automatic termination of the contractual relationship between the Customer and NanoTechEnergies SRL under Art. 1456 of the Civil Code; moreover, any costs and damages deriving from such violation shall be charged in full to the Customer.

4. Procedure for obtaining access to the Vehicle

4.1 In order to access the Vehicle (especially **NON number plate VEHICLES, aka: "Veicoli non targati"**), the Customer shall use the NanoTechEnergies SRL CUSTOMER ID/login as per the instructions provided by NanoTechEnergies SRL on its website/call center. **The Customer shall thereby be entitled to use the Vehicle in compliance with the General Terms & Conditions based on the understanding that the Vehicles can only be driven personally by the Customer.**

4.2 The Vehicle can be used solely by the Customer making the booking. In the event of infringement of this provision the sanctions provided for, in the Price List shall apply.

4.3 The Customer shall immediately notify NanoTechEnergies SRL about any cancellation, recall, limitation, suspension of his driving license or about any ban or other circumstance hindering or limiting the use of the Vehicle under the Law (Exception: **NON number plate VEHICLES, aka: "Veicoli non targati"**). The occurrence of one of these events shall entail the suspension of the Customer's right to use NanoTechEnergies SRL Vehicles. **In the event of infringement of this provision of the General Terms & Conditions, the Customer shall pay a penalty** equal to the amount established in the Price List for each Rental Duration and any upfront paid, without prejudice to NanoTechEnergies SRL's right to obtain compensation for greater damage. Any expenditure incurred by NanoTechEnergies SRL shall be refunded against a written request to this effect.

5. Car key cards

5.1 In addition to the NanoTechEnergies SRL CUSTOMER ID, the Customer shall enter a personal identification code "PIN"/"PASSWORD", functioning in conjunction with the NanoTechEnergies SRL CUSTOMER ID as a key card to access the Vehicle. Any access medium provided to the Customer shall remain property of NanoTechEnergies SRL. The NanoTechEnergies SRL CUSTOMER ID and PIN code/Pasword are strictly personal and the Customer may not pass them on to anyone else. Any loss, damage or

disruption of the NanoTechEnergies SRL CUSTOMER ID shall be immediately notified to NanoTechEnergies SRL. In the event of loss or unauthorised use of the NanoTechEnergies SRL CUSTOMER ID or the PIN code/Password, the Customer's right to use any Vehicle shall be immediately suspended until a new NanoTechEnergies SRL CUSTOMER ID or PIN code/Password is re-issued (whichever case is applicable). The issue of a new NanoTechEnergies SRL CUSTOMER ID or PIN code/Password (whichever is applicable) will entail for the Customer a charge equal to the amount shown in the Price List. The Customer undertakes to keep the NanoTechEnergies SRL CUSTOMER ID safe and secure. The Customer shall ensure that the PIN code.Password is memorised and its notice destroyed after receipt, and shall abstain from keeping the PIN code/Password, or any transcription thereof, in proximity of the NanoTechEnergies SRL CUSTOMER ID. Both the PIN/Password and NanoTechEnergies SRL CUSTOMER ID cannot be annotated in the Customer's Driving license.

Furthermore, the Customer shall ensure that the PIN/Password remains secret and confidential and undertakes **not** to make it visible and/or available to third parties **nor** to make it visible or accessible in unattended Vehicles. The Customer shall immediately contact NanoTechEnergies SRL in case of loss of the NanoTechEnergies SRL CUSTOMER ID or PIN code/Password or of other circumstances liable to affect the confidentiality of the PIN/Password. In the event of non-compliance with this provision of the General Terms & Conditions, the Customer will be held responsible and shall compensate NanoTechEnergies SRL for any losses, **including indirect ones, fines and/or sanctions** NanoTechEnergies SRL should incur or pay, **resulting from theft, loss, usage or damage to the Vehicle** in connection with such non-compliance.

5.2 The Customer may request to have the PIN/Password blocked contacting the NanoTechEnergies SRL Call Centre via email (info@nanotechenergies.it) or telephone as indicated in art. 23.

6. Reservations and Individual Rental Agreements

6.1 The Customer shall be entitled to rent NanoTechEnergies SRL Vehicles without a reservation, provided that the NanoTechEnergies SRL CUSTOMER ID reader's **display fitted on the Vehicle's windscreen is illuminated and shows green and or using the designated APPs, a successful reservation of the TRIP is made, either in one or more of the following modes:**

- a) Through E- Mobility App
- b) Through TAKE CONTROL App
- c) Through call center, via WhatsApp
- d) Through acceptance of booking via the FIXED shops adhering to our initiative and provided that your PICK UP time of the EV is no more than 5 minutes from the booking

confirmation, inside which you need to APPROACH and REACH the adhering shop for PICK UP of your booked EV (especially valid for SEGWAYS, but also parked EVs like BMW i3, Tesla, within a radius of 100 m shall be considered as an option for pickup, in which relative keys shall be asked from the SHOP Owner/designated person authorized to deliver you the keys of these EVs, which you will return to the same or different shop, as per their distribution and as per your final destination). To avoid collection of all EVs in city centre, **initially no one SHOP can accommodate more than #2 SEGWAYS (inside their shops) and #1 EVs (BMW i3, put on charge within a radii of 100 meters from the designated SHOP #1 having the keys to the EV). A penalty will be fined against all Customers, who will not follow the max. 100 meters DROP zones, PRESELECTED during booking of the EVs near the designated SHOP #2.**

6.2 Alternatively the Customer may reserve a Vehicle available for reservation ("Reserved Vehicles") contacting the NanoTechEnergies SRL Call Centre either on-line (via email) or by phone. If the Customer does not use the Reserved Vehicle **within 2 minutes from confirmation of the reservation, the Reserved Vehicle shall be made available again to any other Customer.** It is possible to **extend the waiting period past these 2 minutes - up to a maximum of 1 hour - by paying a fee as per the Price List & initiating the ride over your E-Mobility APP (via calling the shop keeper/call center to initiate the trip. You will be charged for 1-hour max. in this case, even though you didn't use the service at all or used it for times inferior to 1 hour).** All available vehicles can be booked and utilized by Customers. **The Customer may cancel the booking free of charge OR modify it by choosing another Vehicle at any time within the first 2 minutes.** In case the shop keeper, doesn't responds to your booking request (because of EVIDENT lack of EVs in or around his shop < 100 m), you will obviously not be charged anything. BUT you can hope that another customer, in movement, can either:

- a) PICK you up at your GPS location, if in a EV with available seating >1, OR
- b) Arrive to your GPS location and surrender his EV (with >1 seating), which you can ride yourself, sub entering into same contractual terms as him/her, OR
- c) Arrive to your GPS location and surrender his EV (with seating = 1), whereby leaving physically his EV (example SEGWAY hoverboard), which you can use as per your planned trip. Interestingly, as per rules, only those EV with seating = 1, should arrive to you, which have enough mileage as per your requested DROP position. The default, and end case for the LAST user which faces a case in which the EV remains with mileage < 5 km, has to NECESSARILY and OBLIGATORILY, DROP his EV into the nearest adhering shop, and/or park and put on charging the EV (with seating >1), within a radii of <100 m from the nearest shop adhering to our initiative.

6.3 The Customer acknowledges, thereby renouncing to raise any disputes on this matter, that NanoTechEnergies SRL shall not be held accountable for whatever effect or negative consequence suffered by the Customer himself (e.g. delays) resulting from the unavailability of rental services. By accepting the General Terms & Conditions, the Customer is aware that the provision of services may be subject to limitation and hindrances beyond the control of NanoTechEnergies SRL, such as, by mere example:

- Internet connection failure (fixed or mobile) on the part of the Customer and/or NanoTechEnergies SRL;
- Malfunction of electronic devices (e.g. GPS tracking systems) used by NanoTechEnergies SRL for the purpose of monitoring its vehicle fleet;
- service interruption as a consequence of natural disasters (e.g. earthquakes or floods) or for reasons of force majeure (e.g. strikes, lock-outs).

6.4 Each Vehicle (especially with seating >1) is equipped with an on-board computer with a display ("NanoTechEnergies SRL Screen") and several available menus that can be accessed through the touch screen or the monitoring unit fitted in the Vehicle's centre console, if available ("**TAKE CONTROL**").

6.5 An individual rental contract between the Customer and NanoTechEnergies SRL shall be performed and commence at the time of confirmation of the booking by the Customer through confirming on the NanoTechEnergies SRL screen of the Vehicle (START of TRIP either assisted by DRIVER or SELF DRIVEN), and from that time the period of use is calculated for determining the charges thereunder.

The Rental Duration for each individual rental contract may not exceed 48 hours in case of number plate vehicles and four (4 hours) (unless otherwise specified/agreed by and in between the Customer and NanoTechEnergies SRL) in case of NON numbered plate vehicles.

7. Vehicle initial check

7.1 **Before starting the engine/Vehicle motor**, the Customer shall **carefully verify that the Vehicle is clean and free from defects or damages that have not already been reported** in the NanoTechEnergies SRL Screen menu depicting past defects photos or visible in the NanoTechEnergies SRL App/Past Push Notifications. The Customer shall notify NanoTechEnergies SRL of any NEW defect or damage he may have noticed, which had not previously been reported as mentioned above, by calling the NanoTechEnergies SRL Call Centre through the WhatsApp phone call function over the Customers smartphone (as of now, date of writing of these guidelines, calls of this type to the Call Centre are free of charge). **The Call Centre will then inform the Customer**, after registering and documenting the photos sent by the Customer before the start of his unassisted trip (absence of DRIVER/or Vehicle without number plate), **whether he may use the Vehicle despite the reported damage**. It is mandatory for the Customer to report any damage before starting the engine/motor/putting the vehicle in movement even without it having assistance of any sort (motor), in order to properly allocate any liability; **In absence of respecting such rules and PRECAUTIONS** by the Customer, the UNREPORTED & UNDOCUMENTED damage shall be ASSUMED to have been caused by the Customer using the Vehicle during his/her session.

7.2 Before commencing the journey, the Customer shall ensure that the Vehicle is able to travel on the road. **In particular** the CUSTOMER shall abstain from using the unassisted (DRIVERLESS) Vehicle, and NOT DRIVE such Vehicle especially in weather conditions such as: **RAIN and/or SNOW and/or WIND which shall hinder the driving of the Vehicle and/or render the CUSTOMER in a compromised position, making him RISK HIS LIFE or RISK LIFE of people around him/her, if he/she continues to Drive in such compromising weather conditions**). The Customer shall, in particular, examine the conditions of the tires (and remaining battery capacity with DERIVED MILEAGE, in case of electric vehicle, especially as a function of how distant his/her Planned DESTINATION), in case of vehicle coming to a STANDSTILL, because of any NEGLIGENCE, or any FAULT not attributable to the CUSTOMER, the Customer is liable to assure that the numbered plate Vehicle is parked on the road respecting traffic rules in case of BROKEN DOWN Vehicles, **WHILE the CUSTOMER shall take to the NEAREST DROP POINT, in case he/she was driving a NON NUMBERED Plate vehicle.**

7.3 Making arrangements for repairing and towing the Vehicle without prior consent from NanoTechEnergies SRL is not allowed, while calling the road assistance number taken from the Vehicles INSURANCE cards, for towing a numbered plate vehicle is always the first step.

7.4 When the damage reporting menu is active on the NanoTechEnergies SRL APP Screen a notification will appear to remind the Customer of the importance to verify the conditions of the Vehicle, **before starting up**, in order to rule out any damage or to otherwise record the details on the NanoTechEnergies SRL WhatsApp number. If the Customer does not report any damage before commencing the rental, the Vehicle shall be considered in good conditions - visually and mechanically - and free from defects or damages (excluding those reported in the menu before the start of the journey or the Rental period, wither by him/her or previous users under the chronology of defect reporting for each Vehicle corresponding to its ID).

8. Use of the Vehicle

8.1 The Customer undertakes to drive the Vehicles with (extra) ordinary care and due diligence (Article 1176 of the Civil Code), strictly abiding to road traffic rules and to all other regulations relating to public road motor vehicles (if any). The Customer further undertakes to operate the Vehicle in accordance with the instruction manual, the driver's handbook (TO BE CAREFULLY READ and ACCEPTED as available in the Vehicle's BAG of Documents), WHEREBY the Vehicle's documents and the manufacturer's technical specifications. **After parking, and before leaving the Vehicle, the Customer shall ensure that it is parked in accordance with the provisions of forthcoming Provision 13 and protected against any risk of theft, and check that all windows, doors, sunroofs and folding roofs (if any), and the fuel-tank cap are properly closed and locked.**

The Customer shall use the Vehicle in full respect of the road traffic rules, of the pedestrians and of other road users. The Customer shall drive safely and optimise fuel/battery consumption, where applicable, in the interest of the public and of the environment/mileage. **Whatever fines issued to the Vehicle by the competent authorities shall be paid in full by the Customer**, including any additional costs and/or charges as published on the NanoTechEnergies SRL website.

8.2 The Customer shall under no circumstances use the Vehicle for:

- a) motor racing, speed contests or races of any kind;
- b) testing the Vehicle for training purposes or off-road use;
- c) in absence of DRIVER, transporting fellow (3rd party) passengers (unless those explicitly specified during BOOKING), in return for payment, or as a taxi, or for any other commercial purpose;
- d) renting to third parties;
- e) engaging in criminal activity;
- f) transporting hazardous, flammable, toxic substances or the like;
- g) transporting weapons, explosives, radioactive or bacteriological material, etc.;
- h) transporting objects with shape, size or weight which could affect a safe driving style of the Vehicle or damage parts of it or other properties;
- i) transporting other vehicles or objects by towing;
- j) transporting animals, **except if travelling in an appropriate closed cage placed safely and properly in the Vehicle's boot**; and
- k) transporting merchandise or persons in contrast to the prevailing laws and rules in the place where the use of the Vehicle occurs.

8.3 The Customer **shall not**:

- a) **drive the Vehicle**, or allow for it to be driven, **outside the territory of the Italian Republic, unless requested and indicated via a written permission from NanoTechEnergies SRL before the START of his/her trip**;
- b) **drive the Vehicle under the influence of alcohol, illegal drugs, or improperly used prescription medications**;
- c) **allow for babies and small children to be transported without complying with all applicable laws and without using the child seats required for their safety on the basis of their age, weight and height, as well as without observing the**

manufacturer's instructions and recommendations for installing and dismounting such child restraint systems;

d) **soil, damage or deface the Vehicle or leave rubbish or waste of any kind;**

e) **smoke or allow passengers to smoke inside the Vehicle;**

f) **remove any object or equipment present in the Vehicle which neither he nor the passengers own, dismantle or tamper with the Vehicle; as it will send an automatic SOS signal against DISMANTLING and competent authorities shall be informed, against a potential THEFT in course.**

g) **overload or transport more persons than the maximum permitted for the Vehicle;**

h) use the Fuel Card/charge card to refuel/recharge other Vehicles or use cable/fuel type different than that PERMITTED for the Vehicle;

i) use the Vehicle to transport objects that:

- are likely to cause injury or harm to the Customer, the passenger or any other person;
- are likely to cause damage to the Vehicle or to other property;
- are likely to have a negative effect on the Vehicle's safety and its capacity to travel on the road; and
- are forbidden by law;

j) **dismantle or tamper with the Vehicle in any way (or attempt to do so) as it will send an automatic SOS signal against DISMANTLING and competent authorities shall be informed, against a potential THEFT in course;**

k) carry out any kind of repairs or modifications on the Vehicle or allow them to be carried out; and

l) wherever applicable, deactivate the passenger's air bag.

The Customer is furthermore obliged not to destroy, alter or make copies and impressions of the vehicle registration certificate, key card and Fuel Card that could be present on board the Vehicle.

8.4 The Customer, in absence of DESIGNATED DRIVER, shall ensure that any co-passenger in the Vehicle complies with the provisions as per the General Terms & Conditions, whereby in case on NON COMPLIANCE is ENTITLED to ask the co-passenger to leave the vehicle, dropping him/her to the nearest rest stop/bus-stop, WHILE anywhere in relevant/NEAREST city center as per Vehicles position, in case of local hours are in between 20:00-6:00. Avoiding to report such compromising fellow

passenger, by the DRIVERLESS Vehicle, **in case of a breach of the General Terms & Conditions, even due to the negligence of co-passengers'** in relation or without any relation of the customer (DRIVER on the SPOT), **NanoTechEnergies SRL** will be entitled to terminate the rental agreement without notice to the Customer and/or to withdraw from the contract (as explained in greater detail in the forthcoming Provision 19), in both cases without being held responsible, without prejudice to **NanoTechEnergies SRL**'s right to receive compensation for damage and instigate any legal action it may deem necessary.

8.5 **NanoTechEnergies SRL** may contact the Vehicle through the phone function therein installed **whenever the Call Centre thinks that there are problems with the rental or use of the Vehicle** (for instance, if the Customer has opened the Vehicle but not started the rental within the next 20 minutes or if the Vehicle has not been properly closed and locked after the rental period is confirmed as ended).

9. Refuelling/Recharging and Fuel Card

9.1 If during or at the end of the route fuel/charge level drops below 25% of the total, the Customer shall refuel/recharge the Vehicle as follows:

- a) Using the Fuel Card/recharge card/KIT found inside the Vehicle (through the PIN appearing on the **NanoTechEnergies SRL**App Screen) if the filling/charge station is listed on the **NanoTechEnergies SRL**Vehicles Screen and in the **NanoTechEnergies SRL** website), or as depicted over the NAVIGATION SYSTEM as Nearest refueling/recharging stations, whichever sounds advantageous and risk free, of remaining without fuel/charge during the rest of the journey.
- b) Paying the amount due for the refuel/recharge in all other refuelling/charge stations. **NanoTechEnergies SRL** will refund the Customer for the whole amount upon presentation of the relevant receipt, in case such instances were not supposed to be sustained by the Customer.

9.2 The Customer **undertakes to use the Fuel Card/charge card and the charging cable exclusively for the Vehicle and shall be required to pay a penalty stipulated in the Price List for non-compliance with the present provision**, without prejudice to **NanoTechEnergies SRL**'s right to claim compensation for any greater damage.

10. **NanoTechEnergies SRL**'s Responsibility

10.1 No provision referred to in the General Terms & Conditions shall exclude or limit the responsibility of **NanoTechEnergies SRL** in case of:

- a) major injury or bodily injury **caused by intentional or grossly negligent acts** by **NanoTechEnergies SRL**;
- b) fraud;

c) false statement;

d) any other situation for which it would be unlawful to exclude or attempt to exclude responsibility.

10.2 **NanoTechEnergies SRL** shall be liable to the Customer exclusively for direct damages, typical and foreseeable when concluding the contract, unless these damages are contrarily proven due to **Customers' NEGLIGENCE**.

10.3 **NanoTechEnergies SRL** shall not be held accountable for the losses suffered by the Customer, including, but not limited to, **income losses, or loss of life of his/her or his fellow passengers, under his act of DRIVING the VEHICLE (numbered plate or non numbered plate)**.

10.4 **NanoTechEnergies SRL** shall not be held liable insofar as its failure to comply with the present General Terms & Conditions is due to reasons beyond its reasonable control.

10.5 **NanoTechEnergies SRL** is not responsible for items forgotten by the Customer and/or third parties inside the Vehicles. **NanoTechEnergies SRL**'s responsibility is equally precluded for any damage to the Customer's and/or third parties' belonging while using the Vehicles. **NanoTechEnergies SRL** reserves the right to charge the Customer for the service costs of recovering the items forgotten by the Customer and/or by third parties in the Vehicle, as specified in the Price List.

11. Customer liability, insurance coverage and excess

11.1 All NUMBERED PLATE Vehicles are covered by civil liability motor-vehicle insurance (**covering also damages suffered by the Customer and his passengers**).

11.2 The Customer is covered by the insurance provided by **NanoTechEnergies SRL** up to a maximum of Euro 6.000.000,00 (six millions//00) for the personal and material damage caused to third parties as a result of using the Vehicle, **provided that the Customer has observed all obligations under the General Terms & Conditions**.

11.3 Moreover, **the NUMBERED PLATE Vehicles** have fully comprehensive fire and theft insurance, with an excess payable by the Customer to a maximum of **Euro 1.000,00** (ONE thousand//00). WHILE, in case of **NON NUMBERED PLATE Vehicles** driven by the Customer, the excess payable by the Customer remains upto a maximum of **Euro 599,00** (five hundred ninety-nine//00).

11.4 **The Customer is entitled to reduce the excess amount payable** (indicated in Provision 11.3) **by purchasing a protection package on the NanoTechEnergies SRL's partner Insurance Agencies pages (GENERALI, AXA) before the start of the Rental Duration** according to the terms as described in the Price List, **updated from time to time**.

11.5 Notwithstanding the above, the Customer shall be liable for any losses or damages caused to the Vehicle, to its fittings or parts during the Rental Duration and shall pay all related costs (including, but not limited to, evaluations, tow, devaluation and reduction of no-claims bonus costs).

12. Obligations in the event of accident, damage, defect or theft

12.1 In the event of an accident involving the Vehicle or in case of damage or injury to a thing or a person deriving from its use, the Customer shall:

- a) stop the Vehicle as soon as possible in total safety and wear the fluorescent safety jacket provided, where applicable IN CASE OF NUMBERED PLATE Vehicle, while take the non numbered plate vehicle to the NEAREST DROP POINT for its safe custody;
- b) call the **NanoTechEnergies SRL** Call Centre as soon as possible:
 - to inform **NanoTechEnergies SRL** of the accident/damage/injury;
 - to receive instructions on who to contact for complaints to **NanoTechEnergies SRL**;
 - cooperate by providing all necessary information requested by **NanoTechEnergies SRL**;
 - c) report the accident/damage/injury to the Police and/or another Public Authorities, regardless of whether the Customer is responsible or not;
 - d) **stay on the scene of the accident/damage/injury, unless the law requires otherwise, until:**
 - the Police and/or another Public Authorities has intervened and written up a special report (**if appropriate**);
 - all necessary measures have been taken to safeguard the evidence and minimise damage, in cooperation with **NanoTechEnergies SRL**;
 - the Vehicle has been removed by a specialist company or, in cooperation with **NanoTechEnergies SRL**, has been parked safely or driven elsewhere by the Customer;
 - e) complete the Accident Statement;
 - f) **obtain names, addresses and other information to contact all the vehicles and people involved, including witnesses, and will obtain a copy of the report where all the above information is found;**

g) compile and mail within 7 days from the accident the **claim event report form (in case the template pages are not found inside the vehicle DOCUMENTS bag)**- which will be sent by **NanoTechEnergies SRL**- duly filled in.

12.2 In the event of an accident, the individual rental contract shall not terminate until the Vehicle is properly returned within the meaning of Provision 13. **However, if the Vehicle no longer works or is no longer able to travel on the road due to the accident, the individual rental contract will terminate** in accord with **NanoTechEnergies SRL** the moment the Vehicle is towed (in case of numbered vehicle) or the moment it is registered as DROPPED at the nearest DROP zones, IN CASE of NON numbered VEHICLES.

12.3 Should **NanoTechEnergies SRL** insurance decide not to pay for damages (or in any case not to negotiate) due to failure by the Customer to send the claim event report form as per Provision 12.1(g), the Customer shall pay all expenses related to the accident to **NanoTechEnergies SRL**.

12.4 Unless the Customer is covered by the insurance referred to in Provision 11. the Customer shall be obliged to refund **NanoTechEnergies SRL** for the following expenses (in accordance with the Price List wherever possible) arising from the accident caused by him:

1. a) loss of or damage to the Vehicle, its equipment or other property;
2. b) any loss of earning suffered by **NanoTechEnergies SRL** due to inability to rent the Vehicle as a result of the damage or other reasons. The loss shall be calculated based on the hourly or daily rate in force for the Vehicle and for a **maximum period of 30 days**;
3. c) **any charge levied by agencies of the responsible Authorities in case the Vehicle is seized**;
4. d) **any fine deriving from use of the Vehicle**, including road traffic offences, lock/removal of the Vehicle and storage; and
5. e) VAT and other taxes associated with the items above.

In case of failed, late or partial payment, the Customer shall be charged default interest within the meaning of Legislative Decree 231/2002 (as subsequently amended and/or integrated).

12.5 Especially in case of numbered plate Vehicles, **Only NanoTechEnergies SRL** shall be entitled to select the repair shop.

12.6 Any payment as compensation for damages incurred received by the Customer (unless related to personal losses suffered by him) shall be immediately handed over to **NanoTechEnergies SRL**.

12.7 In the event of theft, burglary or vandalism against the Vehicle while being used by the Customer, the latter is required to call the Call Centre

immediately, providing the location, describing the course of action and follow the instructions on a case-by-case basis.

13. Termination of the Individual Rental Contract and Vehicle Return

13.1 The individual rental contract shall be terminated when the Customer has put in place the following requirements:

- a) returned the Vehicle, parked in a paying or free public parking area (marked by blue or white lines) or resident parking area (marked by yellow lines) or in the special **NanoTechEnergies SRL** areas within the covered area of the city where **NanoTechEnergies SRL** is operating, to be found in the map accessible on the **NanoTechEnergies SRL** website, App and on the **NanoTechEnergies SRL** Screen ("**NanoTechEnergies SRL HOME PARKING**"). The Customer may not in any case terminate the individual rental contract by parking the Vehicle in no-parking zones, on private or corporate grounds, parking sites of shopping malls, supermarkets, or whatever other kind of stores; administrative sanctions, as well as any other expenses charged to **NanoTechEnergies SRL** (including the cost of removing the Vehicle) shall be charged to the Customer according to the **Price List** published on the **NanoTechEnergies SRL**
- b) holds the **NanoTechEnergies SRL** Customer ID or other electronic access medium over the **NanoTechEnergies SRL** reader, causing the light to turn from red to green; and
- c) ensure that the Vehicle has been parked in such a way to allow access at any moment by other **NanoTechEnergies SRLs**
- d) **in case of NON Numbered plate vehicles**, the Customer shall DROP the vehicle to the DESIGNATED DROP zones (Preferably PREDEFINED during his booking through the **E-MOBILITY APP**), OR can OPT to ACT as DRIVER for the NEXT CUSTOMER, by activating the DRIVER (TAKE CONTROL) APP upon the start of his RENT PERIOD/TRIP, SUING THE DRIVER CREDENTIALS REQUESTED for such liberty and easy of DROP, at a marginal additional cost as in **Price List**.

13.2 The Customer may park the Vehicle in areas with limited duration in terms of days or hours (e.g.: for street cleaning, markets, occupation of public areas for removals or other events), or where a no-parking zone is foreseen, as long as such limitations do not come into force within 24 hours after parking. The Customer shall be obliged to pay any expenses, fines or other costs required in case of breach of this provision. The Customer shall further be obliged to pay any expenses involved, as per the **Price List** published on the **NanoTechEnergies SRL** Website in force at that time, if the Vehicle needs to be moved by **NanoTechEnergies SRL** or with the help of others.

13.3 If termination (via **E-MOBILITY** and/or where applicable **DRIVER APP: TAKE CONTROL**) of the rental fails because no mobile telephone connection is possible the Customer must re-park the Vehicle in OPEN place, and try again to terminate the rental. In exceptional case, if its unavoidable to park in a **different but OPEN place BUT only UNDERGROUND or SIGNAL LESS zone**, the customer shall try to locate and

come into the mobile signal range and terminate the TRIP via APP, putting a note that the parking is underground (if applicable), giving exact address and PARKING CO-ORDINATES [Level/Row#] in such case or mobile GPS coordinates in other cases. All parking fees arising out of parking in UNCONVENTIONAL places, as in places OTHER THAN PUBLIC: "BLUE/WHITE STRIPS" shall be borne by the Customer). If the Customer leaves the Vehicle without having properly terminated the rental, the rental agreement shall continue to run and the usage fee shall continue to be charged. If the individual rental contract cannot be terminated for technical reasons, the Customer shall immediately inform the NanoTechEnergies SRL Call Centre to decide how to proceed. **If the Customer is not responsible for the failure to terminate the individual rental contract, all additional costs will be reimbursed.**

13.4 At the end of the rental, the Vehicle must still have a remaining range of minimum of 15 kilometres, which can be verified through the COMPUTER ON BOARD or Vehicles' APP Screen connecting via bluetooth using dedicated APP, as reported for each vehicle make&model. **Failure to comply with this obligation** will require the Customer to pay all additional costs (including repair costs, if applicable) needed to bring the Vehicle to the refill/charge station.

13.5 The Vehicle shall be deemed properly returned or parked only if:

a) it is clean inside (use the vacuum cleaner on board). Otherwise (if, for instance, rubbish and/or waste is found in the Vehicle, documented either by the upcoming NEXT Customer, or NanoTechEnergies SRL administration itself), the "responsible" previous Customer shall pay for the cleaning as per Price List unless:

- the Customer can demonstrate that the expense made by NanoTechEnergies SRL was less than what appears in the Price List - in which case the Customer shall pay the lesser amount; or
- NanoTechEnergies SRL can demonstrate that the expense made was more than what appears in the Price List - in which case the Customer shall pay the greater amount;

b) it is properly protected against theft (also by using handbrakes and parking brakes) and locked with the NanoTechEnergies SRL Customer ID or inbuilt electronic/manual access medium. **In particular, doors, windows and sunroof must be properly closed, the steering column locked and the lights turned off.** In case of a convertible car, the roof must be completely closed and locked. Failing to comply with this provision, the Customer shall pay to NanoTechEnergies SRL:

the amount indicated - as penalty - in the Price List; as well as any other amount due as compensation for the damages caused to the Vehicle as a result of negligence on the part of the Customer;

c) it shall be returned with all documents, as well as all the tools and fittings provided by NanoTechEnergies SRL and **present in the Vehicle at the start of individual rental**

contract, any discrepancy from what should be present as per the LISTED items, shall be immediately reported to the NanoTechEnergies SRL via documented photo/WhatsApp image/call.

13.6 Should a dispute arise between NanoTechEnergies SRL and the Customer concerning the conditions of the Vehicle, including existing damages and defects and their assessment, NanoTechEnergies SRL shall employ an independent company, appointed by the **local Insurance EVALUATORS**, to determine its conditions and any possible loss of value. The assessment shall be binding for both parties to the contract and they will cover the expenses in proportion as determined by the experts, without prejudice to the right to expedite any legal actions before the competent court.

14. Price and Terms of Payment

14.1 The Customer, at the end of the individual rental contract, undertakes to pay NanoTechEnergies SRL the rental price calculated based on the rates indicated in the Price List in force at that moment and/or as calculated through the APP automation until ending of the TRIP, with fully parked vehicle as cross-checked by the inbuilt BLACKBOX/GPS system. The total amount due at the end of the individual rental contract includes VAT, fuel costs, parking fees in NanoTechEnergies SRL Operational Area and access to paying restricted traffic zones (Area ZTL). The payment shall be made by direct charge to the credit card linked to the NanoTechEnergies SRL Customer ID.

14.2 NanoTechEnergies SRL will invoice the Customer the amount due for the use of the Vehicle, no later than 10 days from the termination of the individual rental contract. The invoice of the individual rental contract will be automatically sent to the Customer by email or, in alternative, can be downloaded from a link provided by NanoTechEnergies SRL. The Customer shall immediately notify NanoTechEnergies SRL if he did not receive the invoice or is not able to download it from the NanoTechEnergies SRL website with the link, as received.

14.3 For each individual rental contract, NanoTechEnergies SRL reserves the right to request a pre-authorisation from the Customer's credit card issuer as security deposit, as better specified in the Price List. This amount will not be collected by NanoTechEnergies SRL and shall be released to the Customer within two (2) working days from the date of sending the invoice, and in any case no later than 7 working days from the time of rental termination, **after deducting any documentable damages, left unreported before the START of the trip by the Customer.**

14.4 The Customer shall pay for any administrative costs arising from late payment, without prejudice to the right to claim any other damages due to this delay.

14.5 By starting the DRIVERLESS TRIP, the Customer authorizes NanoTechEnergies SRL to charge the payment account (credit card, debit card or current account) stated at the time of the first rental for all later rentals as well as any other charges which the Customer owes under or in connection with the rental (such as, for example, the

registration fee, flat-rate charges for expenses in the case of any violation of any traffic regulations, toll offences, contractual penalties, etc.). **For payments by credit card, the Customer may only use a card belonging to him, or a card he is formally authorized to use such as a corporate credit card.**

15. Electric Vehicles

15.1 **Electrically powered vehicles shall be equipped with a special charging cable stored in the Vehicle boot.** Before starting the journey, the Customer must verify that the cable is actually present and, **should it be missing**, the Customer must report it to the NanoTechEnergies SRL Call Centre as damage using the WhatsApp call function.

16. Interventions by Technical Personnel

Were NanoTechEnergies SRL to be compelled to require the intervention and/or the support of a technician due to improper use of the Vehicle (or one part of it) by the Customer, the Customer shall refund NanoTechEnergies SRL the relative amount as per specific Price List available on the NanoTechEnergies SRL website, unless:

- the Customer can demonstrate that the expense made by NanoTechEnergies SRL was less than what appears in the Price List - in which case the Customer shall pay the lesser amount; or
- NanoTechEnergies SRL can demonstrate that the expense made was more than what appears in the Price List - in which case the Customer shall pay the greater amount;

Limitation of the Customer's liability regarding the excess under Provision 11 shall not apply in case of improper and/or wrongful use of the Vehicle by the Customer.

17. Compensation

17.1 The Customer shall be entitled to compensation for the amounts resulting by his claims accepted or uncontested by NanoTechEnergies SRL only the amount relative to a single individual contractual relationship may be compensated.

17.2 Were the Customer to be in arrears with any payment due to NanoTechEnergies SRL, all dues shall be settled immediately, and within 6 months from their first signalled by NanoTechEnergies SRL to the Customer, **as otherwise the case may be submitted to the credit recovery agencies to act on behalf of NanoTechEnergies SRL.**

18. Amendments to the General Terms & Conditions

NanoTechEnergies SRL reserves the right to amend the **General Terms & Conditions (including the Privacy Policy, the Price List and its related**

regulations) for future individual rental contracts, and such amendments might be communicated to the existing Customer in writing, by email or by another suitable method. In any case, it's the duty of Customer to cross check any amendments, stated clearly and separately, by **NanoTechEnergies SRL** to facilitate Customers, able to grasp the updated terms and conditions.

Electronic correspondence (**e-mail**) is considered an acceptable method of writing, except where specified otherwise in the General Terms & Conditions.

19. Right of Withdrawal and Termination of the Contract

19.1 The Customer may withdraw from his contractual relationship with **NanoTechEnergies SRL**:

- a) Without any penalty and without specifying the reason thereof, within 14 (fourteen) working days from the date of acceptance of the present General Terms & Conditions, with specific notice sent to **NanoTechEnergies SRL** by registered letter with advice of delivery or by email in the name of the Customer;
- b) As of the last day of each month, by notifying **NanoTechEnergies SRL**, with a 15 (fifteen)-day notice, by registered letter with advice of delivery or by email in the name of the Customer.

19.2 **NanoTechEnergies SRL** may at any time withdraw from the contractual relationship with the Customer, by notifying the latter in writing or by email with a 15 (fifteen)-day notice.

19.3 **NanoTechEnergies SRL** may suspend the **NanoTechEnergies SRL CUSTOMER ID** by immediately notifying the Customer by email in the event of **potential verification of infringements to the Regulation, the General Terms & Conditions or to road traffic rules.**

19.4 **NanoTechEnergies SRL** may terminate the contract with the Customer without notice, within the meaning and for the purposes of Article 1456 of the Civil Code, due to the act and fault of the Customer and without prejudice to compensation for additional damages, in the following circumstances as well as in other circumstances in which such right is envisaged within the meaning of the General Terms & Conditions:

- a) if the Customer has not reached the age of majority and/or has not been in possession of a Driving license for at least 12 months;
- b) for failed and/or late payment of the amounts driving from using the service provided by **NanoTechEnergies SRL** at the end and/or during each individual rental contract;
- c) if the information provided to **NanoTechEnergies SRL** is incorrect and/or untruthful;
- d) in the event of breach of the following provisions of the General Terms & Conditions: Articles 3, 8 e 12:

- e) if the Customer, in spite of a written warning, does not discontinue a serious breach of the General Terms & Conditions or if he does not immediately remedy the effects that have already occurred in relation to such breach;
- f) if the Customer is, or there are grounds for suspecting that he is, a regular user of drugs, alcohol or psychotropic substances;
- g) if the Customer removes, destroys, alters, reproduces, duplicates or howsoever makes unauthorised or fraudulent use of the Fuel Card present in the Vehicles;
- h) in the event of failure to return a Vehicle or of driving by a person other than the Customer;
- i) in the event of disclosure to third parties of the **NanoTechEnergies SRL** Customer ID assigned to the CUSTOMER;
- j) in the event of duplication of the Vehicle key card by the Customer;
- k) if the Customer facilitates or commits, by a negligent or intentional act, theft, burglary and/or vandalism to the detriment of the Vehicle in accordance with Article 13;
- l) if the Customer incurs in fines during each individual rental contract for breaches of the road traffic regulations and/or the applicable law;
- m) if the Customer by his own fault causes an accident or a breakdown of the Vehicle.

In the event of termination of the contractual relationship due to one of the reasons enumerated above, **NanoTechEnergies SRL** reserves the right to apply a penalty to the Customer as per the **Price List** in force at the time of rental.

20. Mandatory information provided by the Customer

20.1 The Customer shall contact immediately **NanoTechEnergies SRL** in case of:

- a) change of address, email, phone number;
- b) credit card change;
- c) limitation or suspension of the right to drive.

20.2 The Customer shall insure that his personal information recorded on the **NanoTechEnergies SRL** website are always up to date; this information includes:

- a) full name;
- b) date of birth;
- c) permanent address;

d) temporary address valid at the time of renting the Vehicle in accordance with the General Terms & Conditions (if other than permanent address);

e) email;

f) credit card data;

g) telephone number (also mobile);

h) Driving license including:

- Country of issue;

- License number;

- Date of issue;

- Date of expiry.

20.3 Should the Customer be unable to update his personal information, **NanoTechEnergies SRL** may temporarily suspend his **NanoTechEnergies SRL** assigned CUSTOMER ID (and therefore his capacity to rent and use vehicles) until the Customer updates this information in the **NanoTechEnergies SRL** website through documented and authorized copy of his/her ID cross checked in person in our HQs offices of its authenticity.

20.4 The Customer shall immediately inform **NanoTechEnergies SRL** in the event that his Driving license is lost, damaged or destroyed, or if it is expired or suspended. In such cases, **NanoTechEnergies SRL** may temporarily suspend his **NanoTechEnergies SRL** Customer ID (and therefore his capacity to rent and use vehicles) until the Customer reconfirms his registration with the **NanoTechEnergies SRL** Call Centre and provides (where required) all the necessary updated documents.

20.5 The Customer shall be held accountable by **NanoTechEnergies SRL** for any damage or indirect loss due to failure to comply with this Provision.

21. Communication on data protection

21.1 **NanoTechEnergies SRL** shall be entitled to collect, elaborate and use personal information provided by the Customer, including that required for his customer management and the Vehicle information (also required for the rental), insofar as required for the purposes of the **NanoTechEnergies SRL** framework agreement and the individual rental contract. The start and end point of the rental, the start and end time of service as well as the duration of the individual rental contract shall be registered and stated on the invoice.

21.2 **NanoTechEnergies SRL** uses the Google Maps app to track its vehicles in order to determine the location of vehicles at any time and to show the Customer the next available Vehicle. Google Maps is also used to record the start and end point of the rental, the start and end time of service as well as the duration of usage. **NanoTechEnergies SRL** shall in no way be responsible in the event of malfunctioning and/or defects attributable to Google Maps. Such information is, however, not transferred to Google and all position monitoring information is only transferred to Google anonymously.

21.3 The rental vehicles are managed using the Floating Car Data system (FCD) as "mobile traffic reporter". The individual position and the data captured by the Vehicle sensor during the journey is transferred anonymously to the Service Centre ELECTRIFIED-DRIVE-DATA-CENTRE and to a road traffic service provider (in case requested by them).

21.4 The **vehicles are equipped with a device for the recording of video images of the driver's view**, of geolocation data and of the dynamic parameters in connection with abnormal events, treated in accordance with the Legislative Decree n. 196 of 30 June 2003, (Privacy Code) **for the purpose of possible crash kinematic reconstruction and to protect the vehicle fleet against possible unlawful or fraudulent acts of the customers**. These images and data are saved on the device with regards to a short period of time immediately before and after detecting an abnormal event (**such as, for instance, a speed reduction beyond certain parameters, which might indicate a possible accident**) or the manual activation by the driver, in accordance with the Privacy Policy available on the **NanoTechEnergies SRL** website. The images and related data may be disclosed to insurance companies and their intermediaries and/or auxiliaries, submitted to Courts or disclosed to competent authorities, and shall be stored by **NanoTechEnergies SRL** for a maximum period identical to the relevant limitation period, including, with regard to road traffic accident, the 2-year period indicated in Article 2947, paragraph 2, of the Civil Code.

22. General provisions, legislation and jurisdiction

22.1 The General Terms & Conditions, the Privacy Policy, the Price List and its related regulations, and any annexes shall be governed by the Italian Law.

22.2 The present General Terms & Conditions shall be signed in Italian and in English (wherever applicable). In the event of discrepancy between the Italian and the English text **the ITALIAN version shall prevail.**

22.3 As far as not expected and agreed in these General Terms and Conditions, will be applied the regulations of Law 27 July 1978, no. 392 of the Italian Civil Code and other applicable laws. Any dispute arising from the General Terms and Conditions, relating to it or resulting therefrom, will be the competent court of Trieste.

23. Contacts

23.1 Any communication regarding the General Terms & Conditions and each individual rental contract shall be directed to:

NanoTechEnergies SRL

C/O. 1SUN S.R.L.

Via FLAVIA 23/1

34148 Trieste (TS)

email: info@NanoTechEnergies.it

certified email: nanotechenergies@legalmail.it

Italian Call Centre: +39 040 2452446; English Call Centre: +39 040 2452446.

24. Miscellaneous

24.1 Should **NanoTechEnergies SRL**, at any time, not assert the claims and the powers it is contractually entitled to, that shall under no circumstances be interpreted as a waiver of its rights, nor shall it affect its ability to subsequently require full, timely and rigorous performance.

24.2 If individual provisions in the General Terms & Conditions become invalid or ineffective due to possible changes to State or EU regulations in force that does not affect the validity of the Contract as a whole.

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Having examined the General Terms & Conditions that regulate his relationship with **NanoTechEnergies SRL**, and pursuant to the terms of article 1341 of the Civil Code, **the Customer declares his full acceptance and specific approval of the**

provisions contained in the following articles: Article 2 (Service Framework); **Article 3** (Authorised Subjects); **Article 4.2** (Procedure for obtaining access to the Vehicle); **Article 6** (Reservation and Individual Rental Contracts); **Article 8** (Use of the Vehicle); **Article 9** (Refill and Fuel Card); **Article 10 (NanoTechEnergies SRL's Responsibility)**; **Article 11** (Customer liability, insurance coverage and excess), **Article 12** (Obligations in the event of accident, damage, defect or theft); **Article 13** (Termination of the Individual Rental Contract and Vehicle Return); **Article 14** (Price and Terms of Payment); **Article 16** (Interventions by Technical Personnel); **Article 19** (Right of Withdrawal and Termination of the Contract); **Article 21** (Communication on data protection); **Article 22** (General provisions, legislation and jurisdiction); **Article 24** (Miscellaneous).

Place:

Date:

Signature:

(ID copy attached*)

*Sent for verification and HYBRID account creation, both to act as DRIVER of unmanned/DriverLess EVs collecting peoples' request while on his/her way to the destination/DROP point preselected, **earning credit discount for his next trip, corresponding to each passenger taken aboard**; while naturally, as **Passenger of Manned/with Driver** (even Temporary in confront to fellow passengers' if his/her destination < other's, in this case the SUB ENTERING Driver has to request permission on the fly if there are more than one passengers left on board, priority will be given to one which has FARTHEST destination compared to existing passengers on board, and which is ready to take on the RESPONSIBILITIES of a DRIVER, normally needed while driving a FOUR WHEELER in EUROPE with a European Driving License).

Lastly, people, who would like to USE EVs SOLELY for themselves, will undergo SINGLE PERSON tariff, which will clearly be expensive (almost #4-5 times) than that of car sharing as depicted on Price List. The latter will be the case in which, for a whole passenger journey, on a registered vehicle, there was no minimum of # 3 passengers pick up along its route, between the passenger/drivers' pick up and DROP destination. The passenger/Driver, in such cases will pay the difference through APP but for single use, even though originally chosen to travel by default on car sharing mode..