

OPTIMORENT - GENERAL TERMS AND CONDITIONS

1. OptimoRent, through its rent-a-car companies partners, external entities and totally independent companies (hereinafter "Lessor"), shall consign to the lessee (hereinafter "Renter") the vehicle specified on rental agreement in good conditions.

The vehicle, unless otherwise specified on rental agreement, is provided with a full tank of fuel, and must be returned with the same amount of fuel at the end of the rental. Should Renter purchase the Fuel Prepaid Option service, he can return the vehicle with any level of fuel; the fuel not consumed will not be refunded. The vehicle is provided with the following accessories: warning triangle, standard tools kit, spare tyres or inflate kit, reflecting jacket, insurance green card, and all the documentation necessary for the circulation of the vehicle, including the insurance certificate and the related sticker, other than any other accessories listed on this rental agreement.

During the delivery of the vehicle, the Renter has to check the status of the vehicle with the rental station staff, and is requested to promptly report any damage or faults on the vehicle not recorded on the given rental documentation. By signing the rental documentation, the Renter acknowledges that he has received the vehicle in good conditions and in any case in conditions complying with what is stated in the signed form.

On returning the vehicle, the Renter has to check the status of the vehicle with the rental station staff. Otherwise, the Renter accepts the correctness and validity of the check carried out by the car rental station staff.

By signing the rental agreement, the Renter states to have read and to have received the required explanations and, therefore, to know and accept these Rental Terms & Conditions.

2. Lessor guarantees that a third party liability insurance policy has been stipulated in accordance with statutory law requirements. The insurance policy doesn't cover neither injuries suffered by the driver nor injuries due to Renter's liability,

By subscribing this agreement, Renter declares to know, accept and undertake to respect the above mentioned insurance terms & conditions.

3. Lessor shall refund Renter for all mechanical repairs in consequence of breakdowns, on condition that they have happened in Italy and authorized in writing by Lessor beforehand and invoiced to Lessor accordingly.

4. Renter shall pay Lessor:

a) at the car delivery: the deposit, according to the rented car group, as indicated in the Annex "A" of the Rental Agreement; the rental rate indicated on the Rental Agreement, and the amount for any extra services required and purchased at the counter desk by the Renter as indicated on this rental agreement subscribed by the Renter.

b) at the car returning: the amount necessary to restore the original fuel tank level, and the refueling service charge unless the Renter has returned the car with a full tank or has purchased the Fuel Prepaid Option service; the penalties related to damage and theft and the related administration fee; any eventual extra day charges; the delivery to a location different from the one of pick up (one-way fee); the roadside assistance, any penalties indicated in the Annex "A" of the Rental Agreement, if applicable, and any other amounts coming from any service used by Renter. The drop off must be made within 24 hours or multiple of the date and time of delivery: a 59 minutes grace time will be granted to the Renter.

c) after the car returning: all expenses referred to any traffic fines, unpaid tolls and park-tickets not paid during the rental, other than management fees, and any amounts coming from other services used by Renter, as indicated in the Annex "A" of the Rental Agreement.

Renter and Renter's joint guarantor using a credit card for payment, accept that all the above- mentioned charges and any delayed charges, as well as the ones described at point 8 of these Terms & Conditions, be debited to the credit card indicated on the this rental agreement. Debit cards and/or pre- paid cards (e.g. Visa Electron), ATM cards and cash are not accepted as method of payment. Renter who, when signing the rental agreement, presents at the counter desk a prepaid voucher, is always bound jointly and severally with the issuer in case of insolvency on the part of the issuer (that is, in case the owed amount is not paid to Lessor by the issuer). Renter by signing of this rental agreement is obligated to pay the amount due for the rental if it is not paid by voucher issuer and expressly authorizes the Lessor to charge the amount on his credit card or any other suitable method of payment.

5. Renter and Renter's joint guarantor agree that:

a) all the owed charges, directly and indirectly coming from the rental, even after the billing, be debited to the credit card indicated on this rental agreement; In compliance with the rules of international financial circuits (Credit Card Companies) all costs not known at the time of delivery of the vehicle but found after return of the car (so-called "Delayed Charge") are charged to the Renter. The acceptance of the "Delayed Charge" is expressly stated on the rental agreement and signed by the Renter. The following costs fall within the "Delayed Charge": fines, parking tickets, tolls, fuel, damages to the vehicle, tow truck service, loss and / or damage and / or theft of all the accessories of the vehicle, loss and / or damage and / or theft of insurance certificate, of the car keys and / or of the plates.

b) in case of pre-paid rental, all charges referred to extras not included in the pre-paid rate be debited;

6. Renter recognizes to not have any rights on the rented vehicle, or the accessories supplied, and therefore he acknowledges he can't dispose of it in any way, not even by way of pledge.

7. Renter shall not use or drive the vehicle nor allow that someone else use or drive the vehicle:

a) in a country different from Italy. Driving the vehicle in a foreign Country makes ineffective all insurance and entitles the Lessor to charge the Renter, by way of compensation, for all costs and expenses which may be incurred for not complying to the rental obligations;

b) for transport of persons or goods on behalf of third parties;

- c) for hire;
- d) for pushing or towing any vehicles;
- e) under the influence of drugs, intoxicants, alcoholic drinks, narcotics, or any other substances that could reduce man's capability to think and act;
- f) for participating in any race competitions or speed tests;
- g) for any illegal purposes or violation of the applicable laws and in any case of violation of the road regulation of the country in which the vehicle is driven.
- h) along uneven, unsurfaced, not public or country roads;
- i) by any persons acting not in conformity with the applicable laws or regulations;
- j) by any persons not indicated on the frontispiece of this rental agreement;
- k) for the expatriation of the vehicle on export basis;
- l) for driving lessons or driving practices;
- m) by any persons who has given to the Lessor false personal details;
- n) by persons aged less than 20 and/or provided with a driving license with less than 2 year minimum validity, and by persons aged over 75;
- o) by persons without a driving license valid in the country in which the vehicle is driven.

Save the proof of art. 1588 c.c., the violation of even one of the above obligations, and of the rules of Highway Code and/or behaviors different or contrary to the diligence of a good father of a family, will lead the charge to Renter for any damages caused to the car. In the event of impounding of the vehicle, Renter undertakes to pay Lessor, in addition to the agreed rental fee, an amount equal to the rate paid for the single day increased by 50%, until the day on which the Authority will release the vehicle to Lessor.

8. Renter shall undertake:

- a) to provide correct personal details, age, address, and possession of the driving requisites prescribed by law; to provide to Lessor a phone number and an e-mail address in order to ensure his availability in accordance with the purposes specified in this rental agreement;
- b) to drive the vehicle and to look after it together with its accessories in an accurate way and in conformity with applicable laws;
- c) to ensure the ordinary maintenance of the vehicle, by greasing it and adjusting the level of all lubricants, brakes fluid and tyres pressure.
- d) to pay all expenses referred to any traffic fines, unpaid tolls and park-tickets connected with the rental, and to refund any expenses being sustained by Lessor, other than management fees, as stated the Annex "A" of the Rental Agreement;
- e) to exonerate Lessor from any claims advanced from third parties because of injuries suffered by their personal properties or, in any case, properties transported in the rented vehicle.
- f) to sign the "Check-in" form indicating the vehicle conditions at the time of return; a failure in signing the "Check-in form" will deprive the customer of the right to raise further objections related to possible damage charges;
- g) to sign the form in which he states explicitly to not have suffered or caused any accident, even minor, in order to allow Lessor to protect their rights against frauds or unsubstantiated claims;
- h) to return the vehicle to the same location, date and time specified on the frontispiece of the rental agreement, in the same conditions and with the same equipment provided at the pick-up;
- i) to pay a surcharge in case of the returning of the car to a location different from the one of pick-up (one way fee);
- l) to return the vehicle as soon as Lessor should request it; in case of failure, Lessor will be entitled to recover the possession of the vehicle with all means, even against Renter's will, and completely at Renter's expenses.
- m) Renter acknowledges that the rental shall start on the date and time when the vehicle and its keys are delivered by Lessor and that it shall end on the date and time when the vehicle and its keys are returned to Lessor. In case Renter returns the vehicle outside business hours or leaves the keys into the "key-box ", the rental shall end on the date and time when the office opens again; along with the keys, Renter must enter in the above mentioned "key-box" a signed statement indicating place and time of delivery, mileage, fuel level and any damage caused to the car. Furthermore, the Renter is in any case held liable for any damages found out on the vehicle at the opening time of the office; Renter is also liable for the appropriation of the vehicle or parts of the vehicle by any third parties and for any reasons, other than for the keys left in the "key-box".

9. Renter shall compensate Lessor for any damage or theft, even partial, save the proof of art. 1588 c.c.

Renter is always fully responsible of the damage caused to Lessor, regardless of the provisions below, if at least one of the following circumstances happens:

1. violation of government regulations and/or the Highway Code of the State where the vehicle is driven
2. use of the car for a purpose contrary to the law
3. use of the vehicle in violation of the provisions of art. 7 of these Terms & Conditions
4. car returned damaged without complaint stating how the accident happened and related documents, including C.A.I. form (friendly accident ascertainment)

5. failure to timely notify the competent authorities in case of total or partial theft or vandalism and those circumstances are proven by fine and/or Renter statement and/or C.A.I. form and/or ascertainment by the insurance companies.

Except to the above cases, in case of accident, the Renter participates to the loss suffered by Lessor as follows:

a) for the full amount of damage to lights, windows, tires, rims, wheels, roof, underbody and interior of the car and mechanical parts, as well as to damage caused by weather, natural disasters and riots; for damage to other parts of the car, Renter participates for the maximum amount indicated as "damage excess" in the Annex "A" of the Rental Agreement and on this rental agreement

b) when purchasing "Super Loss Damage Waiver" (SLDW), Renter limits the participation to the loss suffered by Lessor to the full amount of damage to lights, windows, tires, rims, wheels, roof, underbody and interior of the car and mechanical parts, as well as to damage caused by weather, natural disasters and riots corresponds to the Lessor, as partial reimbursement of the vehicle due to vehicle's standstill, i.e. a daily compensation equal to the daily hire fee for each day of the vehicle's standstill, until it is repaired. In the case of an accident caused by the customer, even in the case of a purchase of liability reductions (CDW, SCDW, SLDW), the amount of Eur 150 shall be charged for the accident administrative management.

In case of total or partial theft, regularly reported to the competent authorities, Renter participates to the loss suffered by Lessor for the maximum amount indicated as "penalties for theft" in the Special Rental Conditions and on the frontispiece of the rental agreement; when purchasing the Super Loss Damage Waiver (SLDW), Renter eliminates his participation to the loss suffered by Lessor.

Notwithstanding the above provisions, what indicated in the Annex "A" of these General Terms and Conditions, in case of total or partial theft occurred in the regions of Campania, Puglia and Sicilia, regardless of the rental location where the rental has started, the penalties for theft is equal to Euros 2.000 for the vehicles belonging to all the car groups A, B, C, and Euros 4.000 for the vehicles belonging to all the car groups D, E, G, V. The above named penalties for theft will be applied even if the customer purchased the Super Loss Damage Waiver (SLDW).

If the customer is resident in the entire province of Naples, for pickup in our rental location in Naples, he will be asked to show a utility bill (water, electricity, telephone, gas) where the customer is the holder of the utility and his address of residence is shown

In case of total theft, the Renter will compensate Lessor for the amount corresponding to the full tank of fuel.

Damages are qualified and quantified according to: damage estimate made by a maintenance expert or a Damage Rate Table available on the Lessor rental location and explicitly accepted by the customer at the rental agreement subscription time.

Lessor reserves the right not to repair the car immediately if the damage caused by Renter don't compromise its functionality.

10. In the event of accident, Renter is obliged to:

a) inform immediately Lessor and send the C.A.I. form thoroughly filled in within 36 hours or, in the absence of C.A.I. form, a detailed event report;

b) inform the nearest policy authority;

c) not release any liability admission/declaration under any circumstances;

d) take note of the details of all parties involved in the accident, eventual witnesses and also insurance companies (name, number of policy, agency) of all vehicles involved;

e) follow Lessor's instructions concerning the provision to be made for custody or repair of the vehicle. In case of failure to perform any of the above-mentioned obligations, Renter shall be held liable for the damages suffered by the vehicle even in case of a potentially active accident.

Lessor doesn't guarantee vehicle replacement in case of accident, damage and, in any case, out of Italy.

11. In the event of act of vandalism, theft or attempted theft of the vehicle, Renter must report the facts to the nearest Authorities (Polizia or Carabinieri) and deliver the original report to Lessor; in case of total theft, Renter shall deliver to Lessor the original keys of the vehicle and the antitheft device, if installed, other than the original report. In case of total theft, The customer is responsible in the case of car theft, if the vehicle cannot be found, the client will pay a fee equal to 30 days of rental, plus a full tank of gas. If the vehicle is found, the customer will pay the rate until the car is found plus any potential damages following the theft. In case of failure in delivery of report and/or keys, Renter will be charged for an amount equal to the value of the vehicle and its accessories mentioned on the official list; in case of attempted theft and act of vandalism, failure in delivery of report will result in a penalty charged to Renter equal to the whole financial loss suffered by Lessor.

12. Renter expressly and unconditionally authorizes Lessor, or other person in charge of the same, to remotely monitor the proper use and operation of the car rented through satellite systems; Lessor reserves the right to disclose information to the Judicial Authorities, Insurance Companies, Law Firms, Companies specialized in theft and accidents prevention and management, and to use or permit its use for any action in its protection.

13. Whoever signs this rental contract in the name or on behalf of another person is bound jointly and severally with him

regarding the obligations of this rental agreement without the benefit of preventive enforcement. Renter who signs the rental contract is in any case liable for the behavior of any persons driving the vehicle.

14. Lessor shall not be liable to Renter, driver or their family members for any damages suffered, including economic loss, both for personal injury, subject solely to the latter, the application of Articles 33 paragraph 2 letter a) and b) and 36, paragraph 2, letter

a) of Legislative Decree 205/2006, and for damages resulting from failure or malfunction of the vehicle or car accidents.

Lessor shall not even be liable for any kind of damage deriving from theft, riots, fires, earthquakes, war or any other Acts of God.

In the event of lost and found items, Lessor will notify Renter, who must provide to recover or ship the item at his own expense; in the event that Renter fails to recover or ship within 30 days after the notice, the items will be considered abandoned and Lessor won't be required to keep or return them.

15. If payment is not received within the established period, Lessor is authorized to debit Renter the interest charges, according to D.Lgs. 09/10/2002 nr. 231 and following modifications.

16. Renter is entitled to file any possible complaints within 14 days after the end of the rental; Renter is entitled to file complaints related to charges made by Lessor only after the payment of these charges and within 30 days from the charges date.

17. No modification to these Terms & Conditions shall be valid without the written consent of Lessor.

18. In case of disputes regarding the correctness of the contents of this agreement, Lessor's data and documents file will prevail among the parties.

19. In the event of any disputes arising from differences between Italian and English version, the Italian version will prevail, since it expresses the exact will of the parties; the English version, is a mere translation.

20. This rental agreement is regulated by the Italian law. Any legal action concerning this agreement shall be discussed exclusively in the Court of Vicenza; This provision shall not apply, however, to customers who qualify as consumers pursuant to art. 3, co. 1, letter. a) of Legislative Decree 6 September 2005, no. 206 (so-called Consumer Code), in which case the Court of the place of residence or domicile of choice of the Renter will be competent. The rental agreement is governed by the Italian law, therefore, any dispute or legal action regarding the rental agreement, the Italian Law will be exclusively applied before any Authority or Court.

21. According to the Italian Privacy Law n. 196/03, and provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27/04/16 The Lessor complies strictly with the current legislation regarding the protection of personal data, and in particular the Privacy Code

Lessor, informs that:

a) the data provided by Renter to the finalization and during this agreement, will be kept at the Lessor registered office for the following purposes: recording, processing, documentation, commercial activities, storage, etc.;

b) the provision of data is mandatory for the conclusion of this agreement;

c) the lack of data provision will prevent the conclusion of this agreement and the course of its effects;

d) the data processing will be carried out by Lessor for the activities identified in paragraph a): Lessor reserves the right to communicate the data to companies belonging to the same group - including affiliates and / or subsidiaries - as well as parent company (possibly having branches abroad), as well as to companies, consultants, agencies and / or partners with whom commercial agreements for the rental of vehicles, or involving other services related to rental, have been made;

e) in case of breach of contract, Renter's personal data may be disclosed or transmitted to third parties in order to allow the recovery of the debt. In the event that the vehicle is equipped with a satellite alarm system or remote monitoring, Renter also agrees the processing of data relating to its location and the communication of the same to the subjects charged by Lessor to recover the vehicle in case of theft or other unlawful act;

f) Renter shall be entitled to the rights under Art. 7 of Legislative Decree no. 196/2003 and provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27/04/16;

g) the holder of the data processing is OptimoRent with registered office at Via Borsellino n. 29, Bolzano Vicentino