

ACCEPTANCE CONDITIONS – ELEFAST SYSTEM

1. Subject of the contract

The object of this contract is the future relationships regulation between the Renter and Locauto Rent Spa, headquartered in Via Gustavo Fara 39 in Milan (hereinafter "Locauto Rent") as part of the consumption by the Renter of a booking and rental service of Locauto Rent vehicles, through the use of mobile devices (smartphone or tablet) in self-service mode (hereinafter "Elefast System"). The following conditions (hereinafter the "Conditions for acceptance") will be applied on all bookings and relative rental agreements which the Renter will stipulate after the conclusion of the present rental agreement with Locauto Rent through the Elefast System. After signing the rental agreement, the Renter agrees to use the vehicles available for the rental through the Elefast System, available in Locauto Rent offices situated on the Italian territory and qualified for the service in accordance with the present conditions for acceptance, and with the contractual documents relative to the service which the Renter agrees on reading and accepting before every single booking, that is in this case:

- a) General rental conditions / Elefast System
- b) Special rental conditions / Elefast System
- c) Locauto Rent Damage Rate Table
- d) Insurance Conditions Excerpt
- e) Privacy

2. Elefast System registration

At the time of the registration to the Elefast System, the Renter agrees in communicating his truthful and updated personal data. Mandatory data for the registration completion are residence address, home residence (if different), ID details (ID card for Italian citizens, passport for non-Italian citizens), driving license details, mobile telephone number and e-mail address. The Renter assumes the responsibility for the proper compilation of his personal data in the Elefast System and all the consequences that may arise from the insertion of incorrect data. At the registration completion, the Elefast System identifies the Renter throughout the creation of a personal profile, codified through specific credentials (User ID and Password); the Renter agrees in maintaining reserved his own User ID and Password and to not make them accessible to third parties; the Renter agrees on amending them immediately if there is a reason to assume that a third party will have been aware. In case of loss or theft of their credentials, the Renter is required to give a prompt notice to Locauto Rent with the aim to block his credentials. The Renter who does not give a prompt notice is responsible for any negative consequence deriving from the violation of this rule and also renounces to any form of revenge towards Locauto Rent for any personal or patrimonial damage. In the case that personal data inserted by the Renter are incorrect or not updated, Locauto Rent reserves the right to temporarily suspend the Renter's registration up to the regular updating to these data. The Elefast System registration is reserved to physical people who are at least 25 years old, under 75 years old and have a driving license valid on the Italian territory since at least one year. In the case that the Renter doesn't have a valid driving license for the Italian territory, it's his duty to have an international driving license or an equivalent document (e.g. an Italian translation of his national driving license, issued by an authorized authority or embassy) and to show it to Locauto Rent desk operators at the moment of the Account Validation, as detailed at the following art.6. The Renter recognizes that the equivalent document represents an essential requirement for the suitability of driving on the Italian territory, therefore agrees in bringing with him this document at every single rental, assuming all responsibilities deriving from the lack of it towards police forces, relieving also Locauto Rent from any consequence that the aforementioned lack could cause to property owned, which, to a mere example, the seizure of the rented car. Elefast System registration is deemed completed with the confirmation of the reading and acceptance of the following contractual documents:

- a) General rental conditions / Elefast System
- b) Special rental conditions / Elefast System
- c) Locauto Rent Damage Rate Table
- d) Insurance Conditions Excerpt
- e) Privacy

The registration is valid indefinitely. Locauto Rent reserves the right to send the Renter periodic communications through the App or through e-mail to verify the correct update of his personal data; the fault in updating these data implicates the suspension from Elefast System until the completion of the verification itself and, in case of prolonged denial or lack of response, the cancellation in the aforementioned Elefast System. Locauto Rent reserves the incontestable right to accept or refuse the Renter's registration without the commitment of giving reasons.

3. Reservation

The customer can access to the rental services provided by the Elefast System exclusively through a reservation and rental prepayment. Reservation is possible via the Renter website www.locauto.com (hereinafter the "Web Site") or through the Renter digital mobile app (hereinafter the "App"); the reservation is confirmed at the time of the charge from Locauto Rent of the amount of the rental and eventual extras selected by the Renter during the purchase process and the generation of the relative booking number. The Renter acknowledges, renouncing in raising any claim, that Locauto Rent will never be responsible for any negative effect or consequence experienced by the Renter after the unforeseen failure of availability of the booked vehicle (e.g. delay). The prepaid reservation is a purchase offer which the Renter does in favor of Locauto Rent; the reservation is confirmed after its payment by credit card equal to the cost of the booked service, inclusive of any eventual extra services selected by the Renter during the booking process. The amount due on booking confirmation can be paid by credit

card, prepaid or Electron card. Prepaid rates include what specifically indicated in the booking recap presented on the Web Site or on the App and confirmed to the Renter through e-mail; any eventual additional extra costs or other costs chargeable to the Renter at the end of the rental, as required by the General Rental Conditions and Special Rental Conditions, are not included. At the moment of the booking, the vehicle category is guaranteed, but not a specific model. The Renter can change the reservation only through the Web Site or through the App until the scheduled pick-up of the vehicle, without any extra charge. In the event the Renter modifies the booked group and/or the date/time of pick up/drop off and/or pick up/drop off location, the system could not guarantee the availability of the vehicle and/or the initially prepaid rate. If, as a result of the changes, the system shows a higher amount respect to the one which was originally paid, the Renter must pay the difference with a new payment. If the amount of the balance is less, the Renter will receive a refund of the difference according to the procedures described on the Website and on the App.

4. Right of withdrawal (booking cancellation)

The Renter can cancel the reservation up to one minute before the scheduled pick up time of the vehicle. Cancellation is free of charge if made 6 hours before the pick-up time of the vehicle; cancellation made within 6 hours prior to the pick-up date and time implicates a charge of a fee as specified in the Special Rental Conditions provided to the Customer during the process of registration on the Elefast System and before the conclusion of each reservation. If the Renter does not collect the vehicle without having previously cancelled the booking ("no-show"), he will be charged of a fee as specified in the Special Rental Conditions provided to the Renter during the registration process at Elefast System and before the conclusion of every single reservation. In case of Renter delay respect to the scheduled pick-up time, the vehicle is kept available for 59 minutes after the scheduled pick-up time; after this deadline, the reservation will be cancelled and the Renter will be charged of the fee indicated in case of "no-show". Renter agrees on the execution of the rental before the expiry of the term of fourteen days from the reservation date implicates the Renter waive of the right of withdrawal. In all the above cases, Renter will receive the refund of the amount paid or, in case of application of fees, the difference between the amount paid and the amount penalty due, as described by the Web Site and App.

5. Deposit for guarantee

From 48 hours before and up to the date and time of the pick-up of the vehicle, the Renter is obliged to make the deposit for guarantee related to the rental booked through the Web Site or the App as indicated by the system. The Customer acknowledges and agrees that the execution of the deposit for guarantee and the success of it, it is an essential obligation and that its non-performance, without having cancelled the reservation, will implicate the immediate termination of the contract, the cancellation of the reservation, the impossibility to collect the vehicle and the charging of the fees specified in art.4. It is therefore responsibility of the Renter to make sure that the plafond available on his credit card is sufficient to cover the amount asked for the deposit for guarantee, which is indicated in the Special Rental Conditions. The deposit for guarantee consists in a pre-authorized amount, which is not charged on the Renter's credit card but has the purpose of protecting Locauto Rent. At the end of the rental the Renter authorizes Locauto Rent in using the deposit for guarantee to collect the amounts not included in the reservation, including the amount for any new eventual damage occurred to the vehicle, quantified under the General Rental Conditions, the Special Rental Conditions and Locauto Rent Damage Rate Table. Locauto Rent will ask to the competent body the release of the deposit for guarantee within 48 hours after the vehicle return and the correct closure of the rental agreement; after the release request, the plafond on the Renter's credit card will be restored in a period of time not dependent on the will of Locauto Rent; the Renter chooses not to raise any objection against Locauto Rent for any form of damage or preconception which may come from delays in the availability of the amount.

6. Account validation

After completing the registration on the Elefast System, the Renter who has made the reservation with its related prepayment and leave of the deposit for guarantee, must, only for the first rental, submit his data and document details added in the registration to the Elefast System to verification and validation by the Locauto Rent staff (following "Account validation"). The Renter acknowledges and agrees that the Account validation is an essential requirement to access the rental service of Elefast System; in case of omission or non-validation of the above procedure, the Renter can not be considered qualified to use these services and the same rules for the cancellation and cancellation of the booking or the missed collection of the vehicle will be applied, as indicated in the above art. 4. The Account validation can be made within 48 hours previous to the first rental and only after leaving the deposit for guarantee to any Locauto Rent office; Renter must show to the Locauto Rent staff:

- a) booking confirmation number of his first reservation
- b) ID and driving license indicated in the validation of his personal data
- c) credit card used to block the deposit for guarantee, which must be necessarily entitled to the Renter himself

The Renter acknowledges and agrees that the validation of his personal data procedure must be done compulsorily in the presence of Locauto Rent staff; therefore he agrees to show up at the office during its opening hours, available on the Web Site or the App. Locauto Rent cannot be responsible for any eventual damages or inconveniences occurring to the Renter due to unsuccessful validation of his data. Furthermore Renter acknowledges that any change made to the registry associated with his personal profile on Elefast System entails the obligation to revalidate his data from Locauto Rent staff; procedures and manners for each updated validation of his data are identical to the first one. In case of omission or non-validation of the updated data, the customer cannot be considered as entitled to use the services of Elefast System and the same rules for the cancellation of the booking or the missed collection of the vehicle will be applied, as indicated in the above art. 4.

Notwithstanding the foregoing, Locauto Rent reserves the right to periodically audit the documents of the Renter and, in the

case of anomalies, to suspend or cancel the registration of the Renter from the Elefast System; in case of cancellation or temporary suspension, the procedure indicated in art 14 applies.

7. Additional Drivers

During the booking process, Renter has the option to purchase the "additional driver" service, to enable one or more additional drivers to drive; in this case the Renter is required to enter the additional drivers personal data into the apposite fields indicated on the Web Site or on the App; then the Renter is required to submit these data to the validation procedure, as indicated in art. 5. If the Renter does not wish to accomplish with this procedure, he will be considered solely responsible for the truthfulness of entered data and their validity at the time of rental, including the fulfillment of the eligibility requirements of the additional driver to drive a vehicle on the Italian territory.

8. Release, inspection and assessment of vehicle condition

Renter acknowledges that the completion of a booking through the Web Site or the App, the deposit payment and his personal data validation, as provided for in art. 5, are fundamental operations that the customer must do before using the car rental service through Elefast System. The Renter can unlock the doors and rent the car booked only and exclusively using the App previously installed on their mobile device (smartphone or tablet); at the pick-up time of the vehicle the Renter has the responsibility to verify that the device is functioning and is regularly connected to the Internet network. Before unlocking the doors, the Renter must proceed with the inspection and check the external conditions of the vehicle with reference to the presence of any pre-existing damage or missing parts, following the instructions indicated by the App. The Renter acknowledges that the completion of this operation is necessary to unlock the doors and start the rental. After unlocking the vehicle doors, the Renter will be obliged to check and confirm the following conditions:

- a) fuel level
- b) vehicle mileage
- c) internal conditions of the vehicle, with reference to the presence of any pre-existing damage or missing parts
- d) vehicle safety equipment

The renter acknowledges that the lack of confirmation of the above conditions, without the eventual indication to different conditions, implies the acceptance of the conditions proposed by the App.

9. Rental

Once completed the Account validation, throughout the period of use of the Elefast System, the Renter is responsible for the possession of the eligibility requirements to drive a vehicle on the Italian territory. If, after the Account validation, any event occurs which make the customer not eligible for driving (such as examples, revocation, suspension even temporary or loss of the driving license, issue of legal restrictions etc.) the Renter is deemed automatically suspended from Elefast System and must therefore abstain from driving the vehicle through the system itself; in case of non-observance of the previously mentioned procedures, the Renter assumes full and complete responsibility and also removes Locauto Rent from any prejudice. The Renter needing to extend the detention of the rented vehicle, must require an extension of the rental agreement by telephone by contacting the Reservation Center, at least 48 hours before the scheduled drop off date. The extension is subjected to availability and consequently to the rate adjustment. At the drop off time, Renter is obliged to pay Locauto Rent the highest amount indicated in the conditions shown in the App. The Renter acknowledges and agrees that the maximum length of the rental, including any eventual extension, cannot exceed 30 days from the start of the rental. The Renter who returns the vehicle after the date / time scheduled on the rental agreement, agrees to pay Locauto the exceeding days respect to the original return date, as indicated in the Special Rental Conditions. In case of delay, Locauto Rent reserves the right to contact the Renter by e-mail / telephone and to solicit the return of the vehicle. In case of refusal or repeated unavailability of the Renter, Locauto Rent reserves unquestionably to discontinue the rental by the Renter through vehicle remote locking devices. In this case, the Renter chooses not to raise any claim against Locauto Rent for any form of damage or prejudice which may come from the interruption of the rental service. In addition to these Conditions of Acceptance, General and Particular Conditions accepted by the Customer at the completion of each reservation apply.

10. Vehicle drop off

The Renter undertakes to return the vehicle to one of Locauto Rent rental offices enabled to the Elefast System, whose list is available on the Web Site or on the App; the return of the vehicle in a Locauto Rent office not enabled to the Elefast System or in another unauthorized location will be treated as vehicle neglect: in such circumstances, the Renter must pay Locauto Rent the vehicle recovery fees in addition to expenses related to the unused days, calculated as specified in Article 7 of the General Rental Conditions. In case of neglect of the vehicle, Locauto Rent reserves the right to proceed to the immediate cancellation of the Renter from the Elefast System.

11. Inspection and verification of vehicle conditions, block and end of the rental

At the return of the vehicle, the Renter must park the car in one of the Locauto Rent parking in the rental office selected at the time of booking or any other Locauto Rent station enabled to Elefast system. The return process and the subsequent closure of the rental agreement are properly performed only if the Renter makes the following procedures indicated through the App: - review the total cost due to Locauto Rent (cd. Quick-in); this calculation may include costs not initially covered by the rental agreement, due to decisions made by the customer, such as: rental days exceeding the original rental duration (cd. Extra day), return to a different location respect to the pick-up (cd. one-way), missing fuel and the relative refueling service, etc. Charges related to these services are indicated in the Special Rental Conditions provided to the Renter during the registration at Elefast



System and before the end of each reservation.

- check the vehicle condition, indicating any eventual new damage incurred during the rental period; where the damage was caused by an accident involving counterparty, the Renter is obligated to release a copy of Accident Report form (CAI) on the vehicle seat or in the key box; in the absence of such form, within 24 hours after the return of the vehicle the Renter is obliged to send to Locauto Rent, via the link indicated on the App, a statement by mail with an accurate description of places and circumstances that caused the accident and the damage to the vehicle, complete with all the data that allow to go back to any third parties; in case of non-fulfillment of this obligation, under Article 9 of the General Rental Conditions, the customer is always considered entirely responsible of the damage caused to the Lessor
- ensure that the parking brake is engaged, that all windows and doors are completely closed, and that all lights are off
- recover and bring along all personal belonging: Locauto Rent cannot be responsible for non-recovery of such items after the closure of the rental agreement, nor subtraction from third parties after burglary of the vehicle
- put the keys in the pocket of the front door side of the vehicle guide and lock the doors of the same through the appropriate command from the App.

In case of partial or total failure to comply the procedures for the closure of the rental agreement as indicated above, the rental agreement will be considered closed only at the time of the next take in charge of the vehicle by the Locauto Rent staff; if this happens, the Renter authorizes Locauto Rent staff to proceed with the previously mentioned transactions on its behalf and apply what is indicated in art. 7 point I) of the General Rental Conditions/ Elefast System.

12. Access and use of the service through mobile devices

Renter acknowledges and agrees that an essential requisite for the use of Elefast System and the completion of all above listed functions is the possession of a mobile device connected to the Internet (smartphone or tablet) on which the App has been previously downloaded. Locauto Rent cannot be responsible for failure by the Renter to effectuate part or all of the above operations via their mobile device (e.g: insufficient or missing network coverage, expired data traffic, device out of battery etc.). The Renter acknowledges that the geolocation of his mobile device is essential for the opening of the vehicle and to use the service offered by Elefast System; in this regard the Renter undertakes to enable on his device the geolocation services, relieving also Locauto Rent from any consequences resulting from failure to implement such functionality and the consequent inability to access the service. The Customer also agrees to bear the costs of data traffic necessary both for downloading and for the installation of the App and for the functions listed above, renouncing the right to require any refund or compensation from Locauto Rent for any eventual expense related to Internet data traffic consumption.

13. Notifications and Communications

The Renter authorizes Locauto Rent in sending notifications and communications via the App and using the e-mail address entered at the time of registration; such notifications and communications are necessary at the conclusion, the development and at the closure of the contract, and will also have the aim to improve the use of the service by the Renter, e.g., informing him about the implementation of the Elefast System, the available documentation on the personal profile, new characteristics of the service, and so on.

14. Cancellation from Elefast System

The Renter has the option to cancel his profile from the Elefast System at any time and without prior notice, following the procedures indicated on the Web Site or on the App; the cancellation shall take effect from the date and time of the notice of confirmation, sent by e-mail from Locauto Rent. The cancellation of the customer from Elefast System also erases any not used reservations and implies the application of any eventual fee, as indicated in Art. 4. Locauto Rent has right to delete the customer from the Elefast System without notice in the following cases:

- a) delay of more than eight days in the payment of one or more invoices
- b) provision of inaccurate or omitted information either during the registration or during the contractual relationship with Locauto Rent
- c) violation of the provisions of art. 6, from point a) to point o) of the General Rental Conditions / Elefast System
- e) missing care and diligence of a good father in the custody of the rented vehicle In any case, the cancellation from Elefast System does not exempt the Renter in corresponding to Locauto Rent any amount not paid yet, both for still open and ended rentals. In accordance with what indicated in Art. 2, the cancellation of the Renter from Elefast System is automatic at the age of 75.

15. Privacy Policy

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