

## **General Terms and Conditions of DriveNow Italy S.r.l.**

Valid from 30th of November 2018

### **1. Subject**

1.1 The present general terms and conditions ("General Terms & Conditions" or "GTCs") govern the business relationship between DriveNow Italy S.r.l. (hereinafter known as DriveNow) and the Customers as defined below.

1.2 The Customer hereby accepts that DriveNow General Terms and Conditions, Privacy Policy, Price List and its related regulations, as well as any other document regulating the rental that shall be available online at the moment of completing the registration procedure, and that can be saved and printed at any time, shall apply to the blanket contract.

1.3 The GTCs shall apply to the blanket contract that is created when the Customer has successfully completed the registration process with DriveNow. Furthermore, the GTCs shall apply to the driving licence check and to the individual rental contracts that are subsequently concluded. The GTCs shall not create any entitlement to conclude individual rental contracts. Neither DriveNow nor the Customer are required to sign a minimum number of individual rental agreements.

### **2. Definitions**

Applicant: A natural Person requesting registration to become a DriveNow Customer

Customer: An Applicant who has completed the registration process and has been issued a DriveNow account

Business Customer: a legal person who has been granted a DriveNow account for invoicing purposes, and is charged the fares of the rentals made by specific Customers

BMW iDrive: Control unit fitted on the centre console of every Vehicle used to access and use the DriveNow Screen

DriveNow App (or App): special application provided by DriveNow and installed on a mobile device held the Customer

DriveNow card: card provided by DriveNow to access the Vehicles

DriveNow Screen: Screen installed in the Vehicles allowing Customers to access and enter the required information relating to Vehicle use.

Call Centre: 24-hour service centre which can be contacted on-line or by phone (including the phone function installed in each Vehicle)

DriveNow website: [www.drive-now.com](http://www.drive-now.com)

PIN: Personal identification number chosen by the Customer during the registration process and that shall enable the Customer can authenticate himself when renting a Vehicle.

Reserved Vehicle: Vehicle reserved by a Customer

Vehicle: Vehicle provided by DriveNow and used by the Customers according to DriveNow General Terms & Conditions.

### **3. Conclusion of the blanket contract and requirements for use of a Vehicle**

3.1 The conclusion of the blanket contract by the registration of the Customer is the first requirement for renting Vehicles.

3.2 The registration of the Applicant must be completed online on the DriveNow website or using the DriveNow app. After entering the required details, the Applicant must click on "Purchase and set up account" or a similar button to conclude the blanket contract and end the registration process. The Applicant shall ensure that the residential or business address registered with DriveNow is a current registered address.

3.3 To prevent multiple registrations, the Applicant may only create one registration in his own name. Any multiple registration shall be refused in the form of an error message or in writing either by email or mail.

3.4 To enable companies and their employees to complete and bill business trips using DriveNow, DriveNow provides companies with the opportunity to open a DriveNow company account. To enable DriveNow business trips to be completed for their company, the employees of this Business Customer may link their own DriveNow Customer account to the Business Customer's account. The Business Customer may apply for one or more personalised administrative accounts for its DriveNow business account. This will provide the employees of the Business Customer with such an administrative access the ability to manage the employees associated with the DriveNow business account.

3.5 The Applicant, once authorised by DriveNow to be a Customer, shall pay a one-time fee, to be paid as indicated on the DriveNow website

3.6 Acceptance of the General Terms & Conditions by the Applicant does not constitute an obligation on the part of DriveNow to accept the Applicant as a Customer, namely to issue the DriveNow account; it is understood that such procedure is subject to confirmation on the part of DriveNow of the Applicant's completed registration, subject to a positive check of the Applicant's Driving licence and identification document with the relevant administrative authorities (including but not limited to the Traffic Control Authority).

3.7 DriveNow shall conduct a driving licence check before a Vehicle is rented for the first time and thereafter at regular intervals, generally every year. Nonetheless, DriveNow shall also be entitled to conduct a driving licence check that any time. The driving licence check shall generally take place online on the DriveNow website or App, if necessary, with a service provider completing the check. In the event that a service provider is used, the Customer's personal data shall only be sent to said provider for the purposes of checking his driving licence. DriveNow shall only be sent the result of the check by the service provider after it has taken place. The Customer shall be notified of any non-validation and shall then be referred to the DriveNow Customer Support Department. The driving licence check may also be completed in one of the registration stations published on the DriveNow website.

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

a) he is in possession of a driving licence valid for driving a motorized vehicle ("Driving licence", such term indicating any driving licence, including international driving licences, 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 licence was issued); and

b) the Driving licence was issued at least 12 months prior the date of registration on the DriveNow website, without any suspension.

3.9 The Customer shall immediately notify DriveNow in writing if he is no longer in possession of the requirements specified in Article 3.8.

3.10 Only the Customer satisfying the following conditions shall be entitled to reserve and use the Vehicles:

a) he has accepted the present General Terms & Conditions in accordance with above-mentioned Article 1.2;

- b) he has reached the age of majority within the meaning of the Italian law;
- c) he legally holds a Driving licence and carries the Driving licence while registering on the DriveNow website and during rental; and
- d) he has been granted a DriveNow account.

3.11 The Customer shall immediately notify DriveNow about any cancellation, recall, limitation, suspension of his driving licence or about any ban or other circumstance hindering or limiting the use of the Vehicle under the Law. The occurrence of one of these events shall entail the suspension of the Customer's right to use DriveNow Vehicles. In the event of infringement of the duty to inform DriveNow according to the General Terms & Conditions, the Customer shall pay a penalty equal to the amount established in the Price List for each individual rental contract, without prejudice to DriveNow's right to obtain compensation for greater damage. Any expenditure incurred by DriveNow shall be refunded against a written request to this effect.

#### **4. Procedure for obtaining access to the Vehicle**

4.1 On conclusion of the blanket contract, the Customer shall be sent access data for his DriveNow account. The DriveNow account is non-transferable and all rights to the account shall become null and void on the death of the Customer or the termination of the blanket contract.

4.2 After the driving licence check described in Article 3.7, the DriveNow customer account shall be enabled for using DriveNow services. The Customer shall thereby be entitled to use the Vehicle in compliance with the General Terms & Conditions based on the understanding that the Vehicles reserved by a Customer can only be driven personally by such Customer. In the event of infringement of this latter provision the penalties provided for in the Price List shall apply.

#### **5. Car key cards**

5.1 The DriveNow customer account shall be used in the form of an electronic vehicle key and may be used with a DriveNow customer card or the DriveNow app. DriveNow shall remain the owner of the electronic vehicle key. The PIN entered by the User during the registration process shall act as a DriveNow PIN with which the User can authenticate himself when renting a Vehicle. The DriveNow account and PIN code are strictly personal and the Customer may not pass them on to anyone else. Any loss, damage or disruption of the DriveNow card shall be immediately notified to DriveNow. In the event of loss or unauthorised use of the DriveNow Card or the PIN code, the Customer's right to use any Vehicle shall be immediately suspended until a new DriveNow Card or PIN code is re-issued (whichever is applicable). The issue of a new DriveNow Card or PIN code (whichever is applicable) will entail for the Customer a charge equal to the extra fee shown in the Price List. The Customer undertakes to keep the DriveNow Card and PIN code safe and secure. The Customer shall ensure that the PIN code is memorised, and its notice destroyed after receipt, and shall abstain from keeping the PIN code, or any transcription thereof, in proximity of the DriveNow card. Both the PIN and DriveNow credentials cannot be annotated in the Customer's Driving licence. Furthermore, the Customer shall ensure that the PIN 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.

5.2 The Customer shall immediately contact DriveNow in case of loss of the DriveNow Card or PIN code or of other circumstances liable to affect the confidentiality of the PIN. The same shall apply to the loss of the access data to the DriveNow account. The Customer may contact DriveNow using the Customer Service Hotline or by email to [servizioclienti@drive-now.it](mailto:servizioclienti@drive-now.it) for this purpose. In the event of non-compliance with this provision, the Customer will be held responsible and shall compensate DriveNow for any losses, including indirect ones, fines and/or sanctions DriveNow should incur or pay resulting from theft, loss, usage or damage to the Vehicle in connection with such non-compliance. The Customer may request to have the PIN blocked contacting the DriveNow Call Centre via email or telephone as indicated below. DriveNow shall never ask the Customer for his DriveNow PIN or user name and password.

5.3 In order to use the DriveNow App, the Customer must have a mobile phone that meets the App's technical requirements. Technical compatibility is automatically checked at each download and update of the App. DriveNow does neither guarantee compatibility nor bear any responsibility with regard to compliance with technical requirements. The Customer is responsible for ensuring the availability of a mobile connection by bearing whatever costs arising from the use of a mobile operator.

5.4 The Customer may view the detail and location data of DriveNow Vehicles in various places including the map views in the App. The automatic temporary storage of the data for the Customer's own private display of the data, for example in the browser or app cache, shall be permitted. Any other private or commercial reproduction, distribution, public disclosure or the disclosure of Vehicle detail and location data shall be prohibited if such reproduction, distribution, public disclosure or disclosure does not just relate to minor parts of the database in terms of its type and scope or is not otherwise permitted by law. Violation of these rules results in being immediately excluded from the DriveNow network and entitles DriveNow to request termination of the contractual relationship between the Customer and DriveNow under art. 1456 of the Civil Code; moreover, any costs and damages deriving from such violation shall be charged in full to the Customer. The rights to the digital maps are held by the relevant map provider. To this extent, the terms of use issued by the relevant provider shall apply and can be viewed using a note within the map.

## **6. Reservations and Individual Rental Agreements**

6.1 The Customer may rent Vehicles from DriveNow in accordance with the General Terms & Conditions, as they may be applicable from time to time (as published on the DriveNow website). Unless otherwise agreed by DriveNow, when signing an individual rental agreement, the rates specified in the Price list available on the DriveNow website shall apply.

6.2 The rental of a Vehicle shall only be permitted if the Customer has a current driving licence. Furthermore, the maximum rental period of a Vehicle shall generally be 24 hours unless the Customer has booked an hourly or daily package. Vehicles on which an hourly or daily package has been booked, may be used for a maximum of 24 hours in addition to the rental period of the booked package. The Customer shall not be entitled to use multiple booked hourly or daily packages for the same Vehicle without limit and without a break.

6.3 The Customer shall be entitled to rent a Vehicle without a reservation, provided that the DriveNow display fitted on the Vehicle's windscreen is illuminated and shows green. Alternatively the Customer may reserve a Vehicle available for reservation ("Reserved Vehicles") free of charge for 15 minutes, using the DriveNow App and clicking the reservation button. This request to reserve a Vehicle may be accepted or refused by DriveNow by displaying a dialogue or by sending a written declaration. The Customer may cancel the booking free of charge or modify it by choosing another Vehicle at any time within the first 15 minutes. A maximum of two consecutive reservations free of charge may be made, without the Vehicle being rented, if the same Vehicle is shown as available by the App used by the Customer. Starting from the third, any consecutive reservation requires a fee to be paid. It is possible to extend the reservation period past these 15 minutes - up to a maximum of 8 hours - by paying a fee as per the Price List. This request to reserve a Vehicle may be accepted or refused by DriveNow by

displaying a dialogue or by sending a written declaration. If the third reservation is completed without the Vehicle then being rented, the Customer's DriveNow account shall then be disabled. DriveNow shall be entitled to re-enable the DriveNow account once it has been clarified whether the Customer account has been misused. In the event of doubt, the DriveNow account shall remain disabled.

6.4 The Customer acknowledges, thereby renouncing to raise any disputes on this matter, that DriveNow 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 or the denial to reservation of a Vehicle. 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 DriveNow, such as, by mere example:

- Internet connection failure (fixed or mobile) on the part of the Customer and/or DriveNow
- malfunction of electronic devices (e.g. GPS tracking systems) used by DriveNow 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).

6.5 Each Vehicle is equipped with an on-board computer with a display ("DriveNow 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 ("BMW iDrive").

6.6 The Vehicle can be opened by the Customer using either his DriveNow customer card or the DriveNow App. The Customer undertakes either to rent or leave the Vehicle immediately after it has been opened.

6.7 The Customer and DriveNow shall conclude an individual rental contract for every use of a Vehicle. For this purpose, the Customer must (i) legitimize himself by entering his PIN on the screen in the Vehicle opened with the DriveNow card and click on the "Start rental" button or an equivalent button on the Vehicle's screen or (ii) legitimize himself by entering his PIN in the DriveNow App or using another authentication facility allowed by the DriveNow App and available to the Customers' smartphone (e.g. touch/face ID); in this case, the "Start rental" button is replaced by the last number of the PIN or the touch / face ID function. The individual rental contract shall start, unless DriveNow ascertains that the Customer's credit card has not the minimum available funds required, as indicated in the Price-List.

6.8 The period of usage for which payment must be made shall commence once the individual rental contract has been concluded. The duration for each individual rental contract may not exceed 24 hours, unless special promotions authorised and communicated by DriveNow for rentals exceeding 24 hours apply.

6.9 In the event of problems in the procedure, DriveNow may use the personal details filed by the Customer to contact him by phone, email or push message to determine the cause of the problem and issue further instructions.

## **7. Vehicle initial check**

7.1 Before starting the engine, the Customer shall carefully verify that the Vehicle is clean and free from defects or damages that have not already been reported in the DriveNow Screen menu or visible in the DriveNow App. The Customer shall notify DriveNow of any defect or damage he may have noticed, which had not previously been reported as mentioned above, by calling the DriveNow Call Centre through the installed phone function in the Vehicle (calls of this type to the Call Centre are free of charge). The Call Centre will inform the Customer whether he may use the Vehicle despite the reported damage. It is mandatory for the Customer to report any damage before starting the engine, in order to properly allocate any liability;

otherwise, the damage shall be taken to have been caused by the Customer using the Vehicle at that time.

7.2 Before commencing the journey, the Customer shall ensure that the Vehicle is able to travel on the road and shall in particular examine the conditions of the tires.

7.3 Making arrangements for repairing and towing the Vehicle without prior consent from DriveNow is not allowed.

7.4 When the damage reporting menu is active on the DriveNow 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 DriveNow Screen menu. 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 as above).

## **8. Use of the Vehicle**

8.1 The Customer undertakes to drive the Vehicles with ordinary care and due diligence (section 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, 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 article 13.1 below 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 consumption, in the interest of the public and of the environment. 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 DriveNow website.

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

- a) motor racing, speed contests or races of any kind;
- b) vehicle tests, driver training and driver safety training and for driving off metalled roads;
- c) transporting passengers 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; 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;
- 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 dismantling such child restraint systems;
- d) soil, damage or deface the Vehicle or leave rubbish or waste of any kind, or culpably conceals or attempts to conceal damage to the Vehicle,
- 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;
- 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;
- 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);
- k) carry out any kind of repairs or modifications on the Vehicle or allow them to be carried out; and
- l) deactivate the airbags, unless the passenger's air bag is deactivated to protect children or infants who are being transported using a booster cushion or to comply with safety instructions when using a baby seat. In this case, the passenger airbag must be re-enabled at the end of the usage period.

8.4 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. If action by the Customer results in a replacement fuel card, parking card or DriveNow customer card having to be issued, the Customer shall be liable for the costs set out in the tariff list in force at the time of the rental unless the reason for the issuing the new card was the responsibility of DriveNow.

8.5 The Customer shall ensure that any passenger in the Vehicle complies with the provisions as per the General Terms & Conditions. In case of a breach of the General Terms & Conditions, DriveNow will be entitled to terminate the rental agreement without notice pursuant to section 1456 civil code, for breach of contract by the Customer, without prejudice to DriveNow's right to receive compensation for damage and instigate any legal action it may deem necessary.

8.6 The Customer must not permit other people to drive the Vehicle he has rented. In certain exceptional circumstances, the Customer may permit a passenger or another third party to drive the Vehicle. An exceptional circumstance of this nature must not be caused maliciously or by gross negligence and requires the consent of DriveNow. The Customer undertakes to ensure that he is capable of driving the Vehicle for the rental period when he rents the Vehicle. An exceptional circumstance may in particular include the impairment of the Customer's ability to drive through health or exceeding the provisions concerning the ability to drive. In these

circumstances, the Customer undertakes to check the third party before allowing them to drive the Vehicle and must in particular ensure that the third party satisfies the criteria set out in article 3.10 relating to minimum age and driving licence.

8.7 DriveNow 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 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 found inside the Vehicle (through the PIN appearing on the DriveNow Screen) if the filling/charge station is listed on the DriveNow Screen and in the DriveNow website), or

b) Paying the amount due for the refuel/recharge in all other refuelling/charge stations. DriveNow will refund the Customer for the whole amount upon presentation of the relevant receipt. Refuelling or charging at non-partner stations shall only be permitted after consultation with and with the express consent of DriveNow

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 this provision, without prejudice to DriveNow's right to claim compensation for any greater damage. The Vehicle must not be refuelled with premium fuels, for example V-Power or Excellium.

## **10. DriveNow's liability/ Items found in the Vehicle**

10.1 No provision referred to in the General Terms & Conditions shall exclude or limit the liability of DriveNow in case of:

a) death or bodily injury;

b) fraud or gross negligence;

c) false statement;

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

10.2 DriveNow shall be liable to the Customer exclusively in case of fraud or gross negligence, and for direct damages, typical and foreseeable when concluding the contract. DriveNow cannot accept any liability for initial defects affecting the Vehicle.

10.3 DriveNow shall not be held accountable for the losses suffered by the Customer, including, but not limited to, loss of income or profits.

10.4 DriveNow 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 DriveNow is not responsible for items forgotten by the Customer and/or third parties inside the Vehicles. This shall not apply in cases of malice or gross negligence on the part of DriveNow, its representatives or agents. DriveNow's responsibility is equally precluded for any damage to the Customer's and/or third parties' belonging while using the Vehicles. DriveNow 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. Found items may only be collected by the owner himself or a third party bearing written authorisation from the owner. DriveNow may keep items found in a Vehicle for a maximum of four weeks. If the owner fails to claim them within this period, the items shall be destroyed and valuables shall be sent to the municipal lost and found office.

## **11. Customer's liability, insurance coverage and excess**

11.1 All 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 DriveNow 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 Drive Now will keep the Customer free for all damages caused to the Vehicle used with a deductible up to € 500,00 on condition that (i) the Customer has complied with all the obligations laid down in the present Terms and Conditions, has maintained a driving attitude in full compliance with the rules of the road code and in general has maintained a diligent conduct and (ii) the damages occurred during a rental period. Otherwise, Drive Now will be entitled to request the Customer to pay compensation for the entire damage he has incurred, and the Customer will be held liable for any loss or damage caused to the Vehicle, accessories or parts and he will have to cover all the related costs. As example, not exhaustive, the Customer will have to reimburse the following expenses: loss or damage to the Vehicle, its accessories or other property; any loss of earnings immediately from DriveNow and due to the impossibility of renting the Vehicle due to damage or for other reasons (such loss will be calculated on the basis of the hourly or daily rate applicable to the Vehicle for a maximum of 30 days); VAT and other taxes relating to the above items; the cost of expertise and trailer; the devaluation of the Vehicle and the modification of the bonus-malus. The Customer is entitled to reduce the deductible payable by purchasing a protection package on the DriveNow Screen or through the DriveNow App before the start of the individual rental contract according to the terms as described in the Price List.

11.4 For the avoidance of any doubt, neither the indemnification nor the protection package will apply in case of damages caused with fraud. Damage (operating damage) to the Vehicle, which does not constitute accident damage and was caused by improper and/or wrongful use of the Vehicle by the Customer, for example by gearshift errors, ignoring warning lights or inserting the incorrect fuel or failing to secure a load, shall not be included in the indemnification pursuant nor in the protection package.

11.5 The Customer shall be liable in full for his breaches of the law, particularly for breaches of traffic and misdemeanour regulations during the period of use and relating to parking the Vehicle. The Customer shall therefore indemnify DriveNow from all motoring and on the spot fines, charges, towing costs and other expenses which authorities or other bodies charge to DriveNow as a result of the above breaches of the law. DriveNow shall be permitted to send the Customer's contact details to these bodies for the purposes of processing and sending an official notice or a letter.

11.6 If DriveNow incurs any damages caused by fraudulent or culpable action in breach of contract by the Customer, they shall be imposed on the Customer on the basis of the statutory regulations. Furthermore, the lump sum damage amounts specified in price list shall apply. Lump sum damage amounts shall only be the amounts in the price list which specify a certain lump sum amount and not a minimum amount or invoicing based on cost. Even if the price list contains a lump sum damage amount, the Customer shall still be entitled to provide evidence that no damage or value reduction took place or that it was significantly lower than the lump

sum. DriveNow reserves the right to provide evidence that the damage it suffered was higher than the amount in the lump sum. The above lump sums and the contractual penalties also provided in the General Terms and Conditions shall be set off against DriveNow's claims arising from the conduct in question.

11.7 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. Obligations in the event of accidents, damage, destruction, 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, regardless of whether the accident was caused by the Customer or a third party or whether the damage is minor or not, the Customer shall:

a) stop the Vehicle as soon as possible in total safety and wear the fluorescent safety jacket provided;

b) call the DriveNow Call Centre as soon as possible:

- to inform DriveNow of the accident/damage/injury;
- to receive instructions on who to contact for complaints to DriveNow;
- to cooperate by providing all necessary information requested by DriveNow;
- to comply with the instructions received by DriveNow:

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 DriveNow;
- the Vehicle has been removed by a specialist company or, in cooperation with DriveNow, 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 - which will be sent by DriveNow – duly filled in, including without limitation with regard to the reference number of the recording police force, a complete description of the accident, the time and location of the accident, any witnesses and the driver of the DriveNow Vehicle, with their full names and addresses;

h) refrain from issuing any acknowledgement of blame or pre-empt any liability claims by making payments or other settlement actions to accept a claim and/or blame (jeopardising insurance cover);

In case that the Customer has not fulfilled any of the duties mentioned in the preceding sections, with particular but not exclusive reference to the one referred to in article 12.1g, Drive Now will have the right to claim all damages caused by Customer to the Vehicle as regulated by article 11.3.

12.2 In the event of an accident, the individual rental contract shall not terminate until the Vehicle is properly returned pursuant to these General terms and Conditions . 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 by agreement with DriveNow when it is handed over to the towing company.

12.3 Should DriveNow insurance decide not to pay for damages (or in any case not to negotiate) due to failure by the Customer to send the report form as per article 12.1(g), the Customer shall pay all expenses related to the accident to DriveNow. If the Vehicle is no longer roadworthy as a result of an accident caused by the Customer, the Customer must pay all the costs necessary for the return of the Vehicle.

12.4 Unless the Customer is covered by the insurance/indemnification referred to in article 11 the Customer shall be obliged to refund DriveNow for the following expenses (in accordance with the Price List wherever possible) arising from the accident caused by him:

- a) loss of or damage to the Vehicle, its equipment or other property;
- b) any loss of earning suffered by DriveNow 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;
- c) any charge levied by agencies of the responsible Authorities in case the Vehicle is seized;
- d) any fine deriving from use of the Vehicle, including road traffic offences, lock/removal of the Vehicle and storage; and;
- e) VAT and other taxes associated with the items above.

12.5 Only DriveNow 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 DriveNow.

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) return the Vehicle, parked in a free public area allowed by the Road Traffic Code (*Codice della Strada*) or in a paying parking area (marked by blue lines) or in a resident parking area (marked by yellow lines) or in the special DriveNow parking places within the covered area where DriveNow is operating, to be found in the map accessible on the DriveNow website, App and on the DriveNow Screen ("DriveNow Business Area"). Parking in certain parts of the DriveNow Business Area requires a fee to be paid, as per Price list. The Customer is not allowed to terminate the individual rental contract by parking the Vehicle in no-parking zones, on private or corporate grounds, parking sites or shopping malls, supermarkets, or whatever other kind of stores, nor in any place outside the DriveNow Business Area; administrative sanctions, as well as any other expenses charged to DriveNow (including the cost of removing the Vehicle) shall be charged to the Customer according to the Price List;

b) to terminate the individual rental contract, the Customer must hold his DriveNow customer card against the reading unit on the windscreen until the lamp on the unit changes from red

to green or terminate the rental using the DriveNow App. Termination is also possible using the "Customer Handshake" function which transfers the Vehicle to a subsequent user; and

c) ensure that the Vehicle has been parked in such a way to allow access at any moment by other DriveNow customers.

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. This shall also apply to traffic bans which have already been ordered but which have not yet come into force, for example temporary parking bans. 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 DriveNow Website in force at that time, if the Vehicle needs to be moved by DriveNow or with the help of others, or a towing service is engaged by a third party/an authority.

13.3 If termination of the rental fails because no mobile telephone connection is possible the Customer must re-park the Vehicle and try again to terminate the rental. If the individual rental contract cannot be terminated for technical reasons, the Customer shall immediately inform the DriveNow Call Centre to decide how to proceed. If the Customer leaves the Vehicle without having properly terminated the rental, nor called the DriveNow Call Centre, the rental agreement shall continue to run and the usage fee shall continue to be charged. 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 fuel tank or charge status of the Vehicle must still have a remaining range of minimum of 15 kilometres, which can be verified through the DriveNow Screen. 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. Otherwise (if, for instance, rubbish and/or waste is found in the Vehicle), the Customer shall pay for the cleaning as per Price List unless:

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

- DriveNow 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 DriveNow card or electronic access medium. In particular, doors, windows and sunroof must be properly closed, the steering column locked and the lights switched off. In a convertible car, the soft top must be completely closed and locked. Failing to comply with this provision, the Customer shall pay to DriveNow: i. the amount indicated – as penalty – in the Price List; ii. 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 (including but not limited to the fuel card and Telepass device), as well as all the tools and fittings provided by DriveNow and present in the Vehicle at the start of individual rental contract.

13.6 Should a dispute arise between DriveNow and the Customer concerning the conditions of the Vehicle, including existing damages and defects and their assessment, DriveNow shall be entitled to employ an independent company, appointed by the President of the Milan Order of Engineers, 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. DriveNow reserves the right to report any misuse of the documents and accessories in the Vehicle to the relevant criminal prosecution authorities.

#### **14. Price and Terms of Payment**

14.1 The Customer, at the end of the individual rental contract, undertakes to pay DriveNow the rental price calculated based on the rates indicated in the Price List in force at that moment. The total amount due at the end of the individual rental contract includes VAT, fuel costs, parking fees in DriveNow Operational Area and access to paying restricted traffic zones (Area C). The payment shall be made by direct charge to the credit card linked to the DriveNow account of the Customer or by setting off against the Customer's free minutes or vouchers. Payment for all other services provided by DriveNow shall be made on conclusion of the contract.

14.2 DriveNow 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 DriveNow. The Customer shall immediately notify DriveNow if he did not receive the invoice or is not able to download it from the DriveNow website with the link is received.

14.3 For each individual rental contract, DriveNow reserves the right to request a pre-authorization from the Customer's credit card issuer as security deposit, as better specified in the Price List. This amount will not be collected by DriveNow and DriveNow shall release it within 2 days from the date of sending the invoice, and in any case no later than 7 days from the time of rental termination, unless DriveNow is entitled to collect it pursuant to the provisions of the General Terms and Conditions. The actual return of the deposit to the Customer may take longer, depending on the financial institution involved. DriveNow has no influence on this.

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 The Customer authorises DriveNow to charge the credit card stated at the time of the first rental for all later rentals as well as any other amounts which the Customer owes under or in connection with the rental (such as, for example, the registration fee, flat-rate extra costs or penalties as shown in the Price list, motorways tolls, etc.). For payments by credit card, the Customer may only use a card belonging to him, or a card he is formally authorised to use such as a corporate credit card.

14.6 The Customer may be credited with a credit balance. This credit balance shall consist of free minutes or a credit balance. The Customer can either purchase a credit balance or acquire it as a result of a promotion. The special terms and conditions in addition to these GTCs shall apply to promotions. Credit balances may be acquired, for example, as a result of purchasing savings or prepaid packages or a gift voucher, which the Customer has purchased himself or has received from a third party. The special terms and conditions in addition to these GTCs shall apply to vouchers and to savings or prepaid packages. A credit balance in the Customer's credit account shall generally be recorded within four days. Credit balances are set off against debits before the credit card is debited. The credit balance can be seen at any time online in the customer profile. Setting off against other DriveNow companies shall not be possible. The credit balance can only be used for rentals and charges for special destinations. Non-monetary credit balances shall expire automatically if the blanket contract is terminated unless the blanket contract is terminated by DriveNow for a reason not attributable to the Customer.

## **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 DriveNow Call Centre as damage using the installed phone function

## **16. Interventions by Technical Personnel**

16.1 Were DriveNow 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 DriveNow the relative amount as per specific Price List available on the DriveNow website, unless:

- the Customer can demonstrate that the expense made by DriveNow was less than what appears in the Price List – in which case the Customer shall pay the lesser amount; or
- DriveNow 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.

## **17. Right to offset**

17.1 The Customer shall be entitled to offset the sums owed to DriveNow with the amounts resulting by his claims accepted or uncontested by DriveNow or established by a court. Only the amount relative to a single individual contractual relationship may be offset.

17.2 Were the Customer to be in arrears with any payment due to DriveNow, all dues shall be settled immediately before making any claim.

## **18. Amendments to the General Terms & Conditions**

DriveNow 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 shall be communicated to the Customer in writing, by email or by another suitable method. The amendments other than the amendments to the Price List may occur only to the extent allowed by applicable laws for proven technical, economic, financial and managerial reasons that have occurred, or for amendments to the legal provisions or legal precedents applying to car renting. Electronic correspondence (e-mail) is considered an acceptable method of writing, except where specified otherwise in the General Terms & Conditions. In case of changes to the present Terms and Conditions, Customer will be entitled to withdraw within 30 days from the receipt of the mail in which the change is communicated. Once this term is completed, the amendment is deemed to be accepted.

DriveNow shall be entitled to amend the Price list at any time for future rentals and charges.

## **19. Right of Withdrawal and Termination of the Contract**

19.1 The blanket contract shall be concluded for an indefinite period of time and may be terminated by both parties as follows.

19.2 The Customer may withdraw from his contractual relationship with DriveNow:

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 DriveNow 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 DriveNow, with a 15 (fifteen)-day notice, by registered letter with advice of delivery or by email in the name of the Customer.

19.3 DriveNow may at any time withdraw from the contractual relationship with the Customer, by notifying the latter in writing by registered letter with return receipt or by email with a 15 (fifteen)-day notice.

19.4 DriveNow may ban the use of a Vehicle if it suspects that there is a material reason for termination pursuant to article 19.5 hereof until the facts of the matter have been investigated. In the event that the Customer is suspended, he shall be notified immediately by email or letter. As part of criminal investigations, DriveNow shall be under no obligation to notify the Customer of the grounds for the suspension.

19.5 DriveNow may terminate the blanket contract and/or an individual rental contract with the Customer forthwith, pursuant to section 1456 of the Civil Code, by simple notice in text form (for example email) or in writing for breach of contract by 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 licence for at least 12 months, contrary to his representation;

b) for failed and/or late payment of the amounts driving from using the service provided by DriveNow at the end and/or during each individual rental contract;

c) if the information provided to DriveNow is incorrect, incomplete and/or untruthful;

d) in the event of breach of the following provisions of the General Terms & Conditions: articles 3.10, 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 credentials for the DriveNow account and/or the PIN;

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 13.5;

l) if the Customer incurs in fines during any individual rental contract for breaches of the road traffic regulations and/or the applicable law, and the aggregate number of fines exceeds 3 during the term of the blanket agreement;

m) if the Customer by his own fault causes an accident or a breakdown of the Vehicle;

n) if the Customer abuses the Refer a Friend code;

o) if the Customer has a contract under labour law with aggregation platforms and misuses his Customer account with DriveNow;

p) if the Customer is logged into a DriveNow account simultaneously with more than three devices and does not react correctly to the actions/ instructions of DriveNow since in this case it is assumed that the DriveNow account is being misused;

q) if enforcement proceedings are started against the Customer or the Business Customer,

r) if the Customer is a business customer and is in default with due payments

19.6 If multiple rental contracts exist between DriveNow and the Business Customer and DriveNow is entitled to the extraordinary termination of one rental contract without notice pursuant to article 19.5, it may also declare the immediate termination of the other rental contracts if it is unreasonable to expect that the other rental contract would continue without any breach.

19.7 In the event of occurrence of any of the reasons enumerated in article 19.5, and regardless the actual termination, DriveNow reserves the right to apply a penalty to the Customer as per the Price List in force at the time of rental, without prejudice to the right to seek higher damages, if any. The Customer's claims for reimbursement based on this termination shall be excluded in such a case unless DriveNow or its personnel bears (co-)responsibility for the Customer's breach of contract.

19.8 The electronic vehicle key will be suspended at the termination of the blanket contract. Bonus minutes not acquired using money (for example by refuelling/charging) shall not be reimbursed if the contract is terminated ordinarily or extraordinarily.

19.9 As compensation for the costs incurred by DriveNow for handling enquiries by the prosecution authorities to investigate misdemeanours and crimes committed during the rental period, DriveNow shall receive a costs lump sum from the Customer for each case as set out in the Price list in force at the time of the rental

## **20. Mandatory information provided by the Customer**

20.1 The Customer shall inform immediately DriveNow 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 DriveNow 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 licence including:
  - Country of issue
  - Licence number;
  - Date of issue;
  - Date of expiry.

20.3 Should the Customer be unable to update his personal information, DriveNow may temporarily suspend his DriveNow account (and therefore his capacity to rent and use Vehicles) until the Customer updates this information in the DriveNow website.

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

20.5 The Customer shall be held accountable by DriveNow for any damage or indirect loss due to failure to comply with this article 20.

## **21. Communication on data protection**

21.1 In order to execute and perform the framework agreement and the individual rental agreements, DriveNow has the right to collect, process and use the Customer's personal data, including his name, title, date of birth, address, email address, information about payment methods and mobile phone number as well as information related to the agreement, such as the place and time where the rental starts and ends, and the duration of the use of the Vehicle.

21.2 The processing of contract data, in particular to determine and display the current location, is done using the Google Maps API and is essential for the full provision and proper operation of all DriveNow services. If the contract data are sent to Google, they are only supplied so in anonymised form.

21.3 The Vehicles use the Floating Car Data system (FCD) and operate as "mobile traffic reporter". The purpose of this service is to collect information on the traffic situation, that is transmitted via the BMW and ConnectedDrive navigation platforms in the Vehicle. To this purpose, the individual position and the data captured by the Vehicle sensor during the journey is transferred anonymously to BMW AG and to a road traffic service provider.

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. Such data are processed by DriveNow in accordance with all laws and regulations applying to data protection 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, and the Device underwrites and erases its own archived data at any journey, starting from the oldest. In the event of accident or damages to the Vehicle, 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, for the above purposes, and shall be stored by DriveNow for a maximum period identical to the relevant limitation period, including, with regard to road traffic accident, the 2-year period indicated in section 2947, paragraph 2, of the Civil Code. Lacking any accident or damages to the Vehicles the images and data are erased within 6 months.

21.5 Each Vehicle is equipped with a satellite device which, by detecting the position and condition of the Vehicle in real time and continuously, is also capable of monitoring the driver's driving activity and collecting data relating to driving styles and habits (hereinafter referred to as the "Driving Behaviour"), such as sudden braking, sudden acceleration, curves, vehicle speed, engine revs data, which are supplemented by contextual data (traffic, weather conditions, time of day).

Driving Behaviour and geolocation data are processed as part of DriveNow's activity of verification of the use of the Vehicle aimed at protecting its assets, for aggregate and statistical analysis of the use of the Vehicles of Drive-Now in order to improve DriveNow's service and protect the assets, and in order to correctly reconstruct the dynamics of an accident, if any.

Subject to the Customer's consent, and in order to raise awareness of driving prudence and safety, the Driving Behaviour and geolocation data are also processed in order to evaluate the Driving Behaviour of the individual Customer and assign him a score. In order to encourage a prudent Driving Behaviour, DriveNow may also organise rewarding pricing for customers who score well.

21.6. To determine the DriveNow Business Area uses geofencing, a technology that defines a virtual territory with the help of GPS coordinates and draws a virtual boundary around this area. In case of departure or entry into the Business Area with a Vehicle, the location will be accessible via GPS, which can trigger a number of different signals. In addition to virtual boundary detection data, the system also includes location data for (third party) service stations, airports, areas where parking or ending a rental is permitted or prohibited, and Points of Interest (POIs), such as charging points or mobility stations. If you approach one of these places, a pop-up window can be displayed on the Vehicle's screen, to inform the driver about the specific place nearby. If one leaves the Business Area, DriveNow will be informed by a silent alarm. This system ensures adequate protection against theft. Geofencing is not used to establish a personal profile based on the Customer's movements.

21.7 For further information please refer to the privacy policy.

## **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 Italian Law. No oral side-agreements have been made. All amendments or supplements to this contract must be made in writing. This requirement shall be satisfied by an email informing about the amendment or supplement.

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

22.3 If the Customer may qualify as a consumer, each and any dispute however arising from the General Terms & Conditions, related therewith or resulting therefrom, shall be subject to the exclusive jurisdiction of the Court of the place of residence or the address for service of the Customer within the territory of the Italian Republic. Any other disputes shall be subject to the exclusive jurisdiction of the Court of Milan.

## **23. Contacts**

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

DriveNow Italy S.r.l.

Via Carlo Ottavio Cornaggia 16, 20123 Milano

email: [servizioclienti@drive-now.it](mailto:servizioclienti@drive-now.it)

certified email: [drivenow@legalmail.it](mailto:drivenow@legalmail.it)

Italian Call Centre: +39 02 94 754 881

English Call Centre: +39 02 94 754 881

## **24. Miscellaneous**

24.1 Should DriveNow, 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.

Having examined the General Terms & Conditions that regulate his relationship with DriveNow, and pursuant to the terms of section 1341 of the Civil Code, the Customer declares his full acceptance and specific approval of the provisions contained in the following articles:

article 3.6 (Registration); article 6.4 (No liability for unavailability of the rental service/reservation of a Vehicle); article 7.1 (Omitted notice of damages to Vehicle); article 8 (Use of the Vehicle); articles 10.2-10.3-10.4 (Limitation to DriveNow's liability); articles 11.3-11.4-11.5-11.6 (Customer's liability, insurance coverage and excess); article 12.3-12.4 (Obligations in the event of accident, damage, defect or theft); article 17 (Right to offset); article 18 (Amendment to terms and Conditions); article 19.2-19.3 (Right of Withdrawal); article 19.4 (suspension of the DriveNow account); article 20.3-20.4 (suspension of DriveNow account); article 22.3 (jurisdiction)