

General Terms and Conditions of Contract of the "KINTO Share" Service

Article 1 – Introduction

1.1 These general conditions ("Terms and Conditions" or "General Contract Conditions") apply to all contracts aimed at providing the car sharing service called "**KINTO Share**" (the "Service"), better described in the following articles, supplied by KINTO Italia SpA, a company based in Rome (RM), at Via Kiiciro Toyoda 2- CAP 00148, Share Capital € 26,800,000 fully paid-up, registered in the Company Register of Rome under no. RM 1584815, directly or also through its suppliers ("KINTO Italia") in some Italian cities, the complete list of which - subject to change - can be consulted on the website <https://www.kinto-mobility.eu/it/it/kinto-share> (Site).

Article 2 - Registration for the Service

2.1 To benefit from the **KINTO Share** Service, it is necessary to register for the Service itself, via the web portal accessible from the Site ("Web Portal") or the mobile application available for iOS and Android systems ("App"), made available by KINTO Italia. Further information on the registration process and the data requested therein is available in the privacy policy of the Service ("Privacy Policy").

2.2 KINTO Italia reserves the right to deny registration and access to the Service if the applicant is not in possession of the necessary requirements indicated in art. 5.

2.3 Registration for the Service is completed when KINTO Italia provides confirmation of registration to the person who requested it (the "Customer"), which may belong to one of the following categories:

- Private: an individual person registered on the Service ("Private Client" or "Private Clients").
- VAT number / Freelancer: an individual person registered in the service as a self-employed worker, having provided a VAT number ("Professional Customer" or "Professional Customers").
- Company: a legal entity registered on the Service with a company profile, through a contact person who administers it ("Administrator") and who can invite the company's employees to register via a specific e-mail address ("Company Customer" or "Corporate Customers"). the "Administrator" user cannot book cars
- Employee or collaborator of a "Driver" company: an individual person registered by invitation or through a Company. Following the confirmation of registration, KINTO Italia assigns the Customer a unique identification code.

2.4 Registration allows the Customer to access the Service and use it, once enabled according to the procedures set out in these General Contract Conditions, the related attachments, the provisions of the Civil Code and current legislation.

2.5 The Customer may request to cancel his account, and therefore cancel his registration for the Service, at any time, without any penalty and without specifying the reason, with written communication to be sent to KINTO Italia by e-mail (only for Private Customers), Registered mail or via Certified Electronic Mail (PEC).

In any case, the cancellation will be completed within 30 days. The addresses for sending the aforementioned communication are given in the following art. 23.

2.6 KINTO Italia may also interrupt Customer access to the Service and prevent access to the service for new rental contracts, at any time and without specifying the reason, by notifying it by e-mail (only for Private Customers), registered letter A / R or PEC to the addresses provided by the Customer during registration. Company Customers, Employee Customers and Professional Customers will be notified 15 days in advance. In any case, KINTO Italia has the right to suspend, terminate or terminate the contractual relationship in the cases provided for by the following art. 18.

2.7 The withdrawal of one or the other party involves the loss of the status of Customer and the deactivation of the unique identification code with the automatic dissolution of any relationship connected to the Service.

Article 3 – Reservation of vehicles used for the Service

3.1 Once the registration has been completed, the Customer can book the cars used for the Service through the App.

3.2 The request referred to in the previous art. 3.1 must be understood as a contractual proposal, which is finalized when the Customer receives the communication of acceptance from KINTO Italia via the app and/or other electronic tool ("Rental Agreement" or "Contract").

Article 4 – Use of the Service

4.1 Once the Customer has received the acceptance referred to in the previous art. 3.2, has the right to use the KINTO Share Service and, consequently, the vehicle made available by KINTO Italia ("Vehicle").

4.2 The use of the Service takes place through the methods of use of the Vehicle described in the Regulations, available on the Site <https://www.kinto-mobility.eu/it/it/kinto-share> and on the App. The Vehicles are accessible at the places authorized by KINTO Italia, to be understood as the places of collection and return of the same that from time to time the Customer chooses based on the availability viewable on the App.

4.3. Each single use of the Vehicle ("Rental") begins when the Customer unlocks the doors of the same and ends when the Customer duly completes the operations indicated in the Regulations for the end of the Rental.

4.4 KINTO Italia reserves the right to update, integrate or modify the procedure referred to in the previous articles. 4.2 and 4.3, the Regulations and the General Contract Conditions at any time, giving direct communication to the Customer on the Site, on the App or at the e-mail address communicated by the Customer during registration for the Service.

4.5 In the case referred to in the previous art. 4.4, the Customer can still exercise the right of withdrawal within 30 days without any penalty, with written communication to be sent to KINTO Italia by e-mail (only for Private Customers), Registered Mail or by Certified Electronic Mail (PEC) to the addresses indicated in art. 23

Article 5 – Requirements for registering for the Service

5.1. The Parties mutually agree that the following is a prerequisite for registering with the Service:

- the possession for at least one year of a valid category B driving license or other equivalent qualification which enables the driver to drive motor vehicles ("Licence") according to current legislation;
- the willingness to pay for the Service with a valid credit or debit card for Private Clients, Professional Clients and Companies, or other payment method (bank transfer) possibly authorized by KINTO Italia for corporate customers only.

5.2 The driving license in possession may have been obtained in Italy ("Italian Driving Licence") or in another State belonging to the European Union or to the European Economic Area ("European Driving Licence") or in another State not belonging to the European Union or to the European Economic Area ("Non-EU driving licence"), provided that the driving license is recognized in Italy and has been issued by the State in which the Customer is a resident. In the latter case, it is necessary that the Customer, together with the non-EU driving licence, is in possession of an international driving permit or a sworn translation into Italian of the aforementioned driving licence, which he must send to the KINTO Italia Customer Service at e-mail address support.share@kinto-mobility.it.

5.3 The Parties mutually agree that, both when joining the Service and during the entire term of the contractual relationship, the Customer must be in possession of a valid driving licence; as a result, in the event of a suspended, withdrawn, revoked or in any case no longer available driving license by order of the Authorities or by regulatory provisions, the Customer undertakes

immediately to promptly notify KINTO Italia of such circumstances. This communication must be sent to KINTO Italia at the address indicated in art. 23. Following this communication, KINTO Italia may suspend or terminate the contractual relationship according to the procedures set out in the following art. 18. It is understood that, in the event of revocation or cancellation of the measures which led to the suspension, withdrawal, revocation or in general the unavailability of the Driving License, the Customer will be able to access again to the Service via:

- a) a new registration, if KINTO Italia has exercised the right to terminate the contractual relationship;
- b) a request to reactivate the Service, if KINTO Italia has exercised the right to suspend the contractual relationship.

These requests must be sent to KINTO Italia at the address indicated in art. 23.

5.4 The Parties mutually agree that, both when registering for the Service and during the entire term of the contractual relationship, the Customer must be in possession of a credit card, debit card or other means of payment eventually authorized by KINTO Italia valid and with sufficient availability to pay for the service used.

5.5 The credit/debit card held by the Customer must be among those belonging to the payment circuits enabled by the Stripe payment platform (Visa, MasterCard, American Express) and must always guarantee payment of the amount due by the Customer for the Rental both in booking phase and final balance once the rental has ended.

5.6 For Employee Customers, the provisions referred to in points 5.1, 5.2 and 5.3 above will apply, bearing in mind that failure to comply with the provisions therein will result in the suspension or termination of the relationship only with respect to the Employee Customer, but not also with respect to the Company customer.

Article 6 – Obligations of the Client

6.1. The Customer has the obligation to comply and scrupulously observe the provisions contained in these General Contract Conditions and in the Regulations as well as the procedures pursuant to art. 4 for each Rental and for the entire period in which it is registered. As a result, with the successful registration, the Customer declares to have examined and therefore to know well and to accept the General Contract Conditions, the Regulations as well as the procedures pursuant to art. 4.

6.2 The Customer can never substitute, even temporarily, others for him in exercising the rights deriving from the Service and from the single Rental, except for the hypothesis referred to in art. 6.4 and the case of Company Customers and Employee customers referred to in art. 5.6 above.

6.3 The Vehicles, for each individual Rental, must be used with the diligence of the reasonable man, in compliance with the provisions of the vehicle registration certificate and in full compliance with the provisions of the Highway Code, the Regulations, these General Conditions of Contract and its annexes, the Civil Code and current legislation.

6.4. The driving of the Vehicles is permitted only to the Customer and cannot be entrusted to third parties, not even in the presence of the Customer himself, except in the case of force majeure.

6.5 Even in the event of force majeure, the Customer will take care to entrust the driving only to persons with a valid driving license and/or equivalent document pursuant to the previous art. 5.

6.6 The use of Service Vehicles beyond the borders of the Italian national territory is not permitted, unless expressly approved by KINTO Italia.

6.7 The Client undertakes to:

- a) not to sub-lease or transfer to third parties - except in the case of specific agreements with Corporate Customers - the Vehicle subject to the Rental for any reason and to prevent any constraints or encumbrances of any kind from being established on it;
- b) not use the Vehicle for racing, racing or competition;

- c) not to use the Vehicle for purposes in contrast with the laws and regulations in force in the place where the vehicle is circulated;
- d) not use the Vehicle for purposes other than the one for which it was registered;
- e) not to make changes and/or alterations of any kind to the Vehicle;
- f) not use the Vehicle for the transport of animals in order to avoid inconvenience for other Customers (eg allergies);
- g) do not use the vehicle under the influence of alcohol and/or psychotropic substances or drugs or other substances capable of impairing the driver's ability.
- h) do not use the vehicle in conflict with the rules of the Highway Code or with the Laws in force.

By way of example and not limited to the above obligations, the Vehicle must not be used:

- for the transport of goods or people in contrast with the laws and regulations in force in the place where the vehicle is circulated;
- for the transport of weapons, explosives, radioactive, bacteriological and similar materials;
- to push and/or tow other Vehicles;
- for the transport of people and/or goods exceeding the quantities foreseen by the vehicle registration document and the use and maintenance booklet; for the transport of people for a fee and for competitions of any kind.

6.8 The Customer is also obliged not to destroy, alter and/or not to take copies and tracings of the registration certificate, the Vehicle keys and the documents on board the Vehicle.

6.9 The Customer is also obliged not to destroy and/or alter any accessories (e.g. by way of example but not limited to, child seats) present on board the Vehicle. Furthermore, the Customer who will use the Vehicle equipped with the relative accessories, will do so under his own exclusive responsibility and following the instructions on the correct use of the accessories that KINTO Italia will provide with dedicated communications and/or with specific brochures in the Vehicles in which the same are present . Should the Customer detect malfunctions and/or lack of cleaning of the accessories such as to prevent their use, he must promptly notify Customer Service by contacting them by telephone or by sending an email support.share@kinto-mobility.it.

6.10 The customer is also obliged to give feedback to KINTO Italia in the event of a request for clarification regarding the documentation provided during registration, within two days of the communication received.

6.11 In the event of a breach by the Customer of even just one of the obligations referred to in this article, KINTO Italia may declare the Contract terminated, pursuant to art. 18. If the violation is committed by an Affiliate Customer, the resolution will operate only against him and not also against the related Company Customer.

6.12 In any case, it is understood that KINTO Italia will be relieved of any civil and criminal liability for all infractions, seizures, and other responsibilities connected to the use and conditions of the Vehicles due to the Customer's fault.

In any case, the application of the penalties referred to in the "Penalties" annex of the Contract is reserved, in the event of non-fulfilment or irregular fulfillment by the Customer of the obligations referred to in this article.

Article 7 – Rates

7.1 The Customer undertakes to pay the amount due for the Service according to the rate selected in force at the time of booking the Rental Agreement. The available rates are described in the App, on the portal <https://www.kinto-mobility.eu/it/it/kinto-share> and on any other tool set up for the purpose and may vary according to the vehicle, the location and the period in which the Service is available.

7.2 The Service may provide for a one-off fee which includes the costs of activating the service as indicated on the portal www.kinto-mobility.eu/it/it/kinto-share and on any other tool prepared for this purpose

7.3 KINTO Italia has the right to set up and issue promotional codes which, entered during registration, allow the Customer to take advantage of discounted rates. All in compliance with the regulations in force at the time of attribution of said codes, and compatibly with further promotions and/or valid agreements, with which - if necessary - they may not be combined.

7.4 Types of service:

7.4.1 KINTO Share Way: instant rental with per-minute pricing of cars within an operating area; the rental can only begin and end within the aforementioned operating area and the car must be parked in public spaces set aside for this purpose, always accessible and without any parking restrictions (for example where there are reserved parking spaces rather than parking restrictions or stop, even on alternate days/times). The service is present only in some locations identifiable in the App with a specific selection on the map.

KINTO Share-way rate:

- a) **Rate per minute**, calculated on the actual time of use, which includes all costs associated with the normal use of the Vehicle (e.g. fuel, insurance, etc.) within a maximum kilometre limit, if any. The usage fee is due at the end of the rental period. If the usage fee for the car exceeds the maximum daily rate, the latter shall be charged to the Customer immediately. The maximum duration of use of a KINTO Share way car is 24 hours, as well as the maximum distance allowed from the perimeter of the operating area is 100km; once the limits have been exceeded, the client will receive an e-mail notification of imminent forced closure of the rental and consequent deactivation of the car and charge of the cost incurred. The KINTO Share Way rate includes a maximum distance of 50 km beyond which a charge per km will be made for the excess (for details of costs please refer to the website <https://www.kinto-mobility.eu/it/it/kinto-share>)

7.4.2 KINTO Share: bookable rental with rates from 1 hour to 30 days (in some locations and periods of the year the minimum duration limit could be higher) of cars present in specific car parks reserved for the service and viewable in the app. The rental must start and end at the same car park, or, where available, it can be released at another car park by selecting the appropriate method when booking.

KINTO Share Rates:

- a) **Hourly rate**, calculated on the basis of the time of each individual Rental which includes all costs related to the normal use of the Vehicle (eg fuel, insurance, etc.) within a possible maximum limit of kilometers if applicable.
- b) **Daily fare**, calculated on the basis of the time of each individual Rental (once the threshold of hours has been exceeded for which the equivalent daily cost is reached) which includes all costs related to the normal use of the Vehicle (eg fuel, insurance, etc.) within a possible limit maximum of kilometers if foreseen.
- c) **Discounted rate**, which includes the costs related to the normal use of the Vehicle (eg fuel, insurance, etc.) within a time period and/or a mileage limit (by way of example, weekly rate);
- d) **Custom rate**, applicable only from the KINTO Italia back office following a specific agreement with the customer which provides for the payment of a flat-rate cost for a booking with duration and km included which the customer views directly in the app once the fee has been paid.
- e) **Corporate rate**, hourly and daily within a possible maximum limit of kilometers if foreseen, agreed between KINTO Italia and the Company that has signed an agreement for the exclusive use of a company car sharing fleet consisting of one or more cars that the customer can book with prior authorization of the Company and authorization by KINTO Italia.
- f) **Rate per kilometre**, to be added to the aforementioned rates, is calculated for each kilometer traveled in excess of any kilometer limit included in the Rental; the cost per kilometer may vary according to the service, location and duration of the rental as indicated on the site www.kinto-mobility.eu/it/it/kinto-share. In the event of a malfunction of the odometer and/or of the computer system, in order to determine whether the fee for the excess is due, the actual mileage will be conventionally determined on a presumptive basis (25 km per hour, or as from time to time specified).

The cost of fuel is included in the "hourly", "daily" and "subsidised" rates for a duration of less than 14 days. For all other cases, fuel reimbursement is not foreseen and the customer will be required to return the car with the same fuel level present at the

time of collection. Otherwise KINTO Italia reserves the right to charge the customer the cost of restoring the fuel level in the vehicle at the start of the rental, as well as any penalties as specified in the attachment to this document.

The Service also provides for the charging of an additional fee in the event that the customer selects the option of leaving the Vehicle in a different car park from the one where it was picked up. The cost of the increase can be consulted on the website www.kinto-mobility.eu/it/it/kinto-share.

The service may include the sale of prepaid driving credit packages that can be purchased directly in the app rather than together with other products of the Toyota group companies (merely by way of example, Toyota financial services financing of Toyota group cars...).

No Fee, unless otherwise specified, includes the payment of motorway tolls, access to reserved public or private areas subject to tolls and/or limited traffic, and parking in paid parking areas;

7.8 The Service may also provide for the charge of an additional fee in case of use of Vehicles equipped with accessories (eg child seat).

7.9 KINTO Italia reserves the right to update, supplement or modify these General Contract Conditions, the Rates Annex referred to in the previous art. 7.1 and the Regulations at any time, communicating it to the Customer by publication on the Site, on another electronic tool and/or to the e-mail address communicated by the Customer during registration for the Service.

7.10 In the case referred to in the previous art. 7.9, the Customer may in any case exercise the right of withdrawal according to the procedures set out in art. 2.5.

Article 8 - Methods of payment:

8.1 The payment of fees for the Service, quantified pursuant to the previous art. 7, is due by the Customer according to the following:

- a) possible one-off fee: is due upon confirmation of registration by the Customer for the Service.
- b) rate per minute, hour or day:
 - i. In the case of the **KINTO Share** model, it is due before the Single Rental Agreement, when the vehicle reservation is confirmed. In case of extension by the Customer of the reservation, a balance is expected at the beginning of the extension period of the Single Rental Agreement. Unless otherwise indicated by KINTO Italia, there is no refund of all or part of the hourly or daily rate in the event of early termination of the Rental Agreement.
 - ii. In the case of the **KINTO Share Way** model, it is due at the end of the Single Rental Agreement. In the event that the hourly rate exceeds the maximum daily rate, the latter will be applied immediately to the Client.
- c) rate per kilometre: is due at the end of the Single Rental Agreement; KINTO Italia daily checks the kilometers traveled by the customer during the course of the contract, and, if they are in excess of the guaranteed free kilometers, reserves the right to charge the corresponding amount in advance of the term of the same.
- d) discounted rate (for example, weekend, weekly, monthly) is due before the Single Rental Agreement, when the vehicle reservation is confirmed/viewed, without prejudice to any adjustments for exceeding the time limits, time period and/or km initially included; this adjustment will be calculated on the basis of the standard hourly and kilometeric rate and charged at the end of the Rental.

8.2 The payments pursuant to art. 8.1 take place through the Stripe payment platform or through the payment method chosen by the Customer and approved by KINTO Italia. For more information about Stripe, refer to the Privacy Policy.

8.3 The Customer accepts from now on that KINTO Italia can charge with the same payment method provided for by art. 8.2 the penalties provided for by art. 20.

8.4. In the event of missed, delayed or partial payment, default interest will be applied to the Customer in accordance with Legislative Decree 231/2002. KINTO Italia also reserves the right to exercise the faculties provided for in articles 17 and 18 below.

Article 9 - Reservation, collection, use and release of the Vehicle

9.1 The procedures for collecting, using and releasing the Vehicles are governed and described in the Regulations present in the app and on the site.

9.2 The Customer undertakes for each Vehicle Rental to strictly comply with the provisions and rules in force "pro tempore" relating to the collection, use and release of the Vehicles.

9.3 In case of violation of the provisions of the previous articles 9.1 and 9.2 KINTO Italia reserves the right to exercise the rights provided for by the following articles 17 and 18.

Article 10 - Loss of documents

10.1 The loss of the vehicle registration certificate and/or other documents on board the car and/or the car key, where applicable, as well as their damage, will result in the charge of the Penalty provided for by art. 20, without prejudice to the right of KINTO Italia to declare the contractual relationship terminated, pursuant to art. 18.

Article 11 – Insurance and risk coverage

11.1 The Vehicles have RCA insurance coverage with a ceiling of Euro 26,000,000 (twenty-six million) with deductible to be paid by the Customer/user equal to € 350 per damage event. The driver of the Vehicle will also be covered in the case of Death with a ceiling of €50,000.00, in the case of Permanent Invalidity with a ceiling of €50,000.00 and fixed deductible of 3%, while for medical expenses the reimbursement will be up to a maximum of € 1,500.00. The limits of the aforementioned policies may differ, without prejudice to the amounts established by law, for the Vehicles used in the Service in specific locations. The insurance conditions can be requested from KINTO Italia by writing to support.share@kinto-mobility.it.

11.2 KINTO Italia also provides coverage of the risks for both total and partial damage to the car caused by Fire, Theft, Sociopolitical Event, Natural Calamity, with an Overdraft charged to the Customer equal to 10% of the damage, with a minimum of € 350.

KINTO Italia also provides coverage for damages related to Accidental Breaking of Crystals up to a limit of € 1,100 with a deductible of € 350 to be paid by the Customer. Together with the coverage indicated above, KINTO Italia also provides coverage for Kasko damages as well as Vandalism, with a Deductible to be paid by the Customer equal to € 350.

11.3 It is understood that the beneficiary of the indemnities and/or compensation for damage to the car is KINTO Italia by law and that these will be paid to the latter; if the sums are paid to the Customer, the latter must promptly pay them to KINTO Italia. This provision does not apply to compensation and/or indemnification for third-party damage and/or driver injury.

11.4 With regard to the RCA insurance policy pursuant to art. 11.1. it is also understood that, in the event of an accident, the Customer undertakes to indemnify KINTO Italia, holding it harmless, from actions, demands or claims by third parties upon the occurrence of any circumstance attributable to the Customer which in fact renders the policy inoperative or which does not still allow full compensation for damages to the person entitled.

11.5 The insurance conditions can be requested from KINTO Italia by writing to support.share@kinto-mobility.it.

Article 12 - Refueling

12.1 Refueling is the responsibility of KINTO Italia in the cases provided for in article 7.4.2. If necessary, the Customer can refuel at any authorized distributor by requesting a refund from KINTO Italia using the procedure in the regulation. In all other cases

(custom rate, corporate rate, rentals longer than 14 days) in art. 7.4.2 the customer must return the car with the same initial fuel level without requesting a refund.

12.2 Any special rates agreed directly with the dealer or KINTO Italia of the service do not include the cost of fuel. The Customer therefore undertakes to return the Vehicle with the same fuel level present at the beginning of the rental, unless otherwise agreed.

12.3 The Customer is obliged to check the type of fuel required for the Vehicle before refueling and cannot refuel the Vehicle with special or premium fuels. Otherwise KINTO Italia reserves the right to charge the price differential to the Customer.

12.4 Penalties are foreseen in the event of damage to the Vehicle caused by the use of incorrect fuel, except for compensation for greater damage. The costs of assistance and any restoration of the car will be charged to the customer.

12.5 Any abuse, by the Customer, deriving from an objective confirmation of the actual refueling (litres inserted in the car) with respect to what was requested, may be sanctioned with the termination of the Contract, pursuant to art. 18.

Article 13 - Damage to the Vehicle, Total Theft and Robbery

13.1 In the event of inoperability of the insurance coverage referred to in the previous art. 11.2, the damage caused to the Vehicle will be charged to the Customer:

- by willful misconduct or gross negligence of the Client;
- in the event that the Customer himself has determined or facilitated the theft through willful misconduct or gross negligence;
- for events not communicated at the end of the Rental;
- in case of non-compliance with the procedure pursuant to art. 15.1.

Upon the occurrence of such hypotheses, KINTO Italia has the right to declare the contractual relationship terminated, pursuant to art. 18.

13.2. In the event of total theft, robbery of the Vehicle, act of vandalism, fire and/or socio-political event, the Customer is required to:

- immediately contact the KINTO Italia Customer Service;
- promptly report the event to the competent authorities;
- promptly send KINTO Italia a copy of the complaint;
- in any case, send the original of the complaint no later than 24 hours from the date of the event (or from the moment in which you became aware of it).

13.3. KINTO Italia reserves the right to claim against the Customer in the event that the Customer himself has determined or facilitated one of the cases listed in point 13.2. due to willful misconduct, carelessness or negligence by charging him, as compensation for damages for non-performance or irregular performance, an amount equal to the Eurotax Giallo value at the time of the theft.

13.4 In the case referred to in art. 13.3 KINTO Italia may charge, as compensation for damages for non-performance, an amount equal to the commercial value of the Vehicle at the time of the theft.

Article 14 - Fines

14.1 The Customer is responsible for violations of the rules relating to the circulation and use of the Vehicle, as well as for the payment of fines and related penalties. In such circumstances, the Customer will be required to pay the penalties provided for by art. 20 and to bear all charges and costs deriving from the aforementioned violations (including all possible costs of recovery, towing and storage of the Vehicle), relieving KINTO Italia entirely of any claims by third parties.

14.2 In the cases envisaged by art. 14.1 KINTO Italia may, also through its trustees, communicate to the competent Authority the personal data of the offending Customer, so that the Authority itself can provide for the re-notification of the relative reports required by the Highway Code. In the latter case, it will be the Customer's responsibility to promptly inform KINTO Italia of the payment of the fine or of the initiation of a judicial proceeding to contest the fine itself, without prejudice to the right of KINTO Italia to directly pay the administrative fine, with immediate debiting of the amount against the infringing Customer, in the event of inertia on the part of the latter or of a negative result of any judicial dispute procedure.

14.3 For the processing of the notifications referred to in the previous art. 14.2 KINTO Italia will charge a commission to the Customer the amount of which is equal to what is indicated in the art. 20.

Article 15 - Vehicle accident or breakdown

15.1. In the event of an accident or breakdown of the Vehicle, the Customer must immediately notify KINTO Italia (which will promptly forward the information to the Insurance Company and other entitled parties), following the conditions and procedures provided for in the insurance policies referred to in 'art. 11. The operating procedure as well as the related definitions provided for in the insurance policies are described on the Site and/or on another electronic tool made available by KINTO Italia.

15.2 In any case, the Customer must promptly notify KINTO Italia if the accident is of considerable gravity and personal injuries and/or deaths result.

15.3 In the event of a breach by the Customer of the obligations referred to in this article, KINTO Italia may suspend or declare the contractual relationship terminated, pursuant to art. 18.

Article 16 – Return of the Vehicle

16.1 The Customer returns the Vehicle at the end of the Rental, to the place of issue indicated at the time of booking, or within an authorized service area (valid only for the KINTO Share Way mode, where available). In both cases, the Customer must place the vehicle keys, where provided, in the appropriate compartment inside the glove compartment from which they were previously taken.

16.2 During the Rental, the Customer undertakes to protect and safeguard the rights of KINTO Italia. Accordingly, in the event of seizure, sequestration, confiscation and/or loss of possession of the Vehicle, the Customer shall promptly notify KINTO Italia in writing.

16.3 In the event of delayed or failed return of the Vehicle and without prejudice to any other action, the Customer will be required to pay KINTO Italia a sum as a penalty, as described in art. 20.

16.4 It is also without prejudice to the right of KINTO Italia to terminate the contractual relationship, pursuant to art. 18.

16.5 The Customer acknowledges that failure to return the Vehicle within the contractually established terms may constitute, if the conditions are met, the case of the crime of embezzlement provided for by art. 646 Criminal Code, punishable by imprisonment from 2 to 5 years and a fine from €1,000 to €3,000.

Article 17 – Suspension of the Contract

17.1 In case of default by the Customer, KINTO Italia may suspend pursuant to art. 1490 cc the execution of the Contract.

17.2 Suspension is not an alternative to KINTO Italia's option to avail itself, where provided, of the express termination clause in the event of a serious breach by the Customer referred to in the following art. 18

Article 18 – Termination of the Contract. Termination of Service

18.1. They will constitute cases of serious non-fulfillment, in the event of which KINTO Italia will have the right to terminate the Contract pursuant to art. 1456 of the Civil Code (without prejudice to compensation for further damage), by giving simple written communication by registered letter with return receipt or by PEC e-mail, the following cases:

- a) the Customer is not in possession of a driving license and/or document equivalent to it pursuant to art. 5;
- b) the Customer does not communicate the suspension, revocation, withdrawal or unavailability of the Driving License in accordance with the provisions of art. 5.3;
- c) when registering for the Service and/or booking the Rental, the Customer uses false documents and/or credentials or provides false telephone numbers, e-mail addresses or other false data, which do not exist in any case not attributable to the Customer himself or makes statements that prove to be truthful
- d) the Customer does not fulfill even one of the obligations relating to the conditions of use of the Vehicle as regulated in the articles 6, 9.1, 9.2, 15.1 and 15.2;
- e) the Customer does not pay the fee referred to in articles 7 and . 8 or the penalties pursuant to art. 20;
- f) loss or damage and/or imprint of the key, vehicle registration document and/or other documents on board the Vehicle pursuant to art. 10;
- g) theft and/or damage to the vehicle in the cases provided for by articles 12 and 13;
- h) violation of the obligations pursuant to art. 14;
- i) failure to return the vehicle in the cases provided for by articles 16.3 and 16.5.

18.2 Termination by right involves the loss of the status of Customer and the deactivation of the unique identification code with the automatic dissolution of any consequential relationship connected to the Service.

18.3. Without prejudice to the right of KINTO Italia to unilaterally cease the performance of the Service, at its sole discretion and without this giving the right to any indemnity and/or compensation of any kind for the Customer. In this case, KINTO Italia will choose the most appropriate forms to allow a notice of 15 (fifteen) days (by way of example, communication via email, notice on the site, communication via PEC, etc.).

Article 19 – Disclaimer

19.1 Except for cases of willful misconduct or gross negligence by KINTO Italia, the latter is not liable for direct or indirect damages of any nature that the Customer or third parties may in any way suffer as a result of the Service.

19.2 Any liability of KINTO Italia is also excluded for the total or partial failure to fulfill the obligations assumed due to force majeure such as (by way of example and not limited to): acts of the State and the Public Administration, acts of the Public Authority, natural events, riots, strikes and disturbances.

Article 20 - Penalties

20.1 KINTO Italia reserves the right to apply the penalties indicated in the specific "Penalties" attachment to the Customer, upon the occurrence of the cases envisaged and regulated in the General Contract Conditions.

20.2 Failure to pay the Penalties may result in the suspension and/or termination of the Contract pursuant to art. 18 and the related amounts will be recovered by KINTO Italia in accordance with the law.

Article 21 – Disputes and Applicable Law

21.1 The Contract is governed by Italian law.

21.2 KINTO Italia and the Customer expressly agree that – except in the case in which the customer has the status of consumer pursuant to Legislative Decree 6 September 2005, n. 206 ("Consumer Code") - the Court of Rome will have exclusive jurisdiction for any dispute arising from this Contract.

21.3 In the event that the Customer qualifies as a consumer, the Court of the place of residence or domicile elected by the Customer in Italy will have exclusive jurisdiction.

Article 22 - Miscellaneous

22.1 KINTO Italia's tolerance of the Customer's breach of any of the provisions of this Contract shall not constitute or be interpreted as tolerance of subsequent contractual breaches committed by the same Party.

22.2 Any nullity and ineffectiveness of one or more clauses of the Contract, also deriving from changes to current legislation, introduced with national and European Union regulations, does not affect the validity of the Contract as a whole.

22.3 KINTO Italia in this case will work to replace said clause within the Contract, so as to comply with the mandatory provisions of the law.

Article 23 - Treatment of personal data

23.1. In providing the Service, KINTO Italia will collect information from the Customer which, pursuant to the legislation on the protection of personal data (Legislative Decree 30 June 2003, n. 196 and EU Regulation n. 679/2016), represent personal data . These data will be processed for the purposes expressly indicated in the Privacy Policy of the Service and available on the Site, in the version in effect from time to time.

Article 24 – Communications

24.1 Unless otherwise agreed, any communication relating to the contract (notices, communications, notifications and payments) must be made to:

KINTO Italy SpA
KINTO Share service
Via Kiiciro Toyoda, 2 – 00148, Rome (RM)
Email address: support.share@kinto-mobility.it
PEC address: kintoitalia@legalmail.it
Toll-free number: 800 093 838 (from Italy only)

Article 25 – Assignment of the Contract

25.1 KINTO Italia may partially or totally assign the credits, rights and guarantees deriving from the Contract by notifying the Customer in accordance with the law.

25.2 Pursuant to and for the purposes of art. 1407 of the Civil Code, the Customer hereby gives his consent to the transfer by KINTO Italia of his contractual position to another company of the Toyota Group, of which KINTO Italia is a part. The Customer will be promptly notified of the aforementioned transfer.

25.3 The Customer may not assign the contract or any of the obligations and/or rights deriving from it, without the prior written consent of KINTO Italia.

The Customer declares to accept these General Contract Conditions by proceeding with the registration to the Service via the App or Web Portal, by clicking on the appropriate box during the registration phase (or later in the case of an update via publication in the App). Acceptance is recorded by the KINTO Share platform.

The Customer, after having read the present conditions governing the relationship, also declares, pursuant to and for the purposes of art. 1341 of the civil code, to fully accept and specifically approve the clauses referred to in articles: 2.2, 4.5, 5, 6.9, 6.11, 7.7, 8.3, 8.4, 9, 10, 11, 12.7, 13, 14, 16.3, 17, 18, 19, 20, 21 and 24.

NB:

Rates and Registration

Service membership

Registration	€15*
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* a cost of €15 is foreseen with the recognition of a driving credit of €10.

KINTO Share Rates

The tariff values may vary according to the location, the period and the articulation of the fleet. All updated values can be consulted on the Website.

Penalties

Administrative management	Charge
Events	
Management of every single fine, administrative penalty, legal expense or other expense imposed by law on KINTO Italia services, if deriving from the use of the Vehicle.	€25
Management for non-payment of tolls (e.g. motorways and ring roads).	€25 + the cost of non-payment of the toll
Discrepancies between pre-authorized and stocked fuel.	€25
Reactivation of the account, following for example suspension due to expired license, suspension for non-payment, etc.	€10

Claims management	Charge
Events	
Failure to report damage to the Vehicle (including any accessories)	€100
Incorrect refueling (eg diesel instead of petrol)	€500
Damage or loss of Vehicle documents	€50
Loss or damage to vehicle accessories (eg child seat)	€350
Crystal damage	€350
Kasko damage and accident with responsibility of the driver	€350
Vandalism	€350
Fire and theft	10% vehicle value (min. € 350)

Intervention	Charge
Events	
Request for recovery and return of items left in the Vehicle	€50 + shipping costs
Roadside assistance for damage caused by the Customer, with or without counterparty (e.g. passive CID) - within the municipal area	€100
Roadside assistance for damage caused by the Customer, with or without a counterparty (e.g. passive CID) - outside the municipal area	€200 for every 100km outside the city limits
Failure to return following a request from Customer Service	€100 for each day of delay

Improper use	Charge
Events	
Vehicle driving by a person other than the Client who made the reservation	€100
Vehicle returned in clean conditions other than those in which it was found	€100
Failure to comply with the ban on smoking inside the Vehicle	€100
Animal transport	€100
Lights, windows and/or doors left on/open	€100 + charge for any damages
Returning the Vehicle on or without having completed the return procedure correctly	€100

Release of the Vehicle late with respect to the end of the reservation	€50
Unauthorized foreign travel	€250
Parking of the Vehicle prohibited from parking or outside the spaces permitted for the service or which causes an obstruction with or without removal of the Vehicle (in the absence of authorization from Customer Service)	€250 + vehicle removal, storage and recovery costs
Parking in private and covered/underground spaces	€250
Any sum incurred by KINTO Italia deriving from the recovery of the Vehicle, or in any case any sum incurred by KINTO Italia for acts or omissions of the user, if it does not fall within the hypothesis of parking in no parking or outside the permitted spaces	€25