# Rules and procedures for using the KINTO Share car sharing service

This document defines the procedures for the use of the car sharing service "KINTO Share" (the "Service" or "KINTO Share"), provided by KINTO Italia S.p.A. ("KINTO Italia" or "Provider"), as provided for in article 4 of the General Terms and Conditions of Contract. The document is published on the website <a href="https://www.kinto-share.it/">https://www.kinto-share.it/</a> ("Website"), on the app and/or on the web portal of the Service.

The Provider reserves the right to update, supplement or amend these procedures, in accordance with the provisions of Article 4 of the General Terms and Conditions of Contract, by publishing it on the Website and/or notifying the Customer directly at the email address provided during registration.

### 1. REGISTRATION

To register for the service, it is necessary to follow the registration procedure via the web portal accessible from the website ("Web Portal") or via the "KINTO Share" smartphone application ("App").

To complete the registration, potential Customers shall:

- 1. provide all their data required obligatorily by the procedure;
- 2. declare that they have read and explicitly accepted the proposed General Terms and Conditions of Contract and these Rules and Procedures for use;
- 3. declare that they have read and explicitly consent to the processing of their personal data by the Provider, as described in the Privacy Notice.

In the case of a request for registration on behalf of a legal entity ("Enterprise Customer"), the applicant shall declare to be in possession of the necessary powers to bind and contractually commit the legal entity.

The compulsory data that the potential Customers shall provide for registration purposes are:

- a) a valid email address and a password of their choice to be used to access the Web Portal and the App (hereinafter "Access Credentials");
- b) their personal data, including fiscal code and/or VAT number, and a valid mobile phone number traceable to the Customer (hereinafter "Customer's Mobile Phone");
- c) details of a valid bank card or other payment method envisaged by the Provider if it is an Affiliate Customer (as defined in the General Terms and Conditions of Contract) that is using the bank card of an Enterprise Customer;
- d) valid identity document (ID or passport);
- e) Italian driving licence or a driving licence issued by a state belonging to the European Union or the European Economic Area ("European Driving Licence");
- f) for potential Clients in possession of a driving licence issued from a country not belonging to the European Union or the European Economic Area ("Non-EEA Driving Licence"), provided that the same is recognised in Italy and has been issued by the country in which the Client is resident: driving licence and international permit or a sworn translation into Italian of the driving licence.

If required by the bank issuing the card, the Client shall enter any required codes (3D Secure or any other codes) during registration.

The Customer may also specify, within the registration flow, any promotional codes, if they are provided for and applicable. It is the Provider's right to recognise any benefits in accordance with the regulations communicated for promotions and/or conventions in force.

The data provided by the Customer at the time of registration are stored in the Customer profile.

The data provided are processed and verified by the Provider who, if no irregularities are found, enables the profile to use the Service.

Therefore, the Customer's profile will assume the status "approved", as it is active on the Service and verified by the Provider. If, on the other hand, the Provider finds irregularities in the data provided, the Customer will be asked to update the profile and, if irregularities persist, the profile will not be enabled to use the Service.

Registration to the Service does not expire.

The registration to the service may include one-off costs to be incurred once for the processing of the administrative work related to the registration itself.

## 2. BOOKING

The functions, defined below, allow you to reserve Vehicles from the KINTO Share Service (hereinafter, for simplicity, "Vehicle" or "Vehicles") for rental purposes. The booking functions are only available to Customers who have an "approved" driver profile. In order to make a reservation, the Customer may use the Web Portal or the App, entering Access Credentials. Alternatively, the Customer can call Customer Service during operating hours to make a reservation.

## 2.1 New Booking

The service is available in two different models:

- The KINTO Share model provides that the Vehicles are picked up at one or more authorised car parks, and that once
  the rental is over, they are released in the same car park or in different car parks from the one where they were picked
  up (where permitted) and authorised for release.
- The KINTO Share Way model, which is only available in the municipality of Venice, allows the user to pick up a Vehicle enabled for this specific service model and release it anywhere within the areas indicated by the Provider.

After accessing the App or the Web Portal the Customer, also called User, views the map. The system requests access to the geolocation and centres the map on it. The map shows the Vehicles and parking stations in the vicinity.

The user can then decide whether to make the reservation in two ways, where both are available (municipality of Venice), or in one:

- **KINTO Share**: the user starts the search by choosing the date and time of pick-up and drop-off of the Vehicle. If the User needs to collect the Vehicle immediately, it is possible to select the "Immediate pick-up" option. By default, the Vehicle must be returned to the car park where it was collected, but if the User selects the option "Drop off in another car park" it will be possible to select a different drop-off car park. The Website indicates the pick-up car parks where the "Drop off at another car park" option is available.
  - The "Choose location" function allows the User to start a search for available Vehicles closest to the selected location, which by default is the User's current location (if the User has allowed access to the location), but alternatively it is possible to select a car park on the map or start a location search using the specific function.
  - The vehicle search then displays the models available in the individual car parks, sorting them from those closest to the selected location.
  - After choosing a model from those available in the identified car park, the user is shown a summary of the rental requested, indicating the estimated cost (not including any excess mileage) and with the opportunity to obtain directions to the pick-up car park.

To complete the booking, the user must select "Book Car". The virtual key that unlocks the Vehicle's doors and starts the rental process will be available 30 minutes before the start of the booking or, in the case of "immediate pick-up", a few moments after the request has been made, at the end of the Vehicle assignment process.

• **KINTO Share Way**: the user can view the details of a Vehicle to be booked immediately, with the cost per minute of the rental indicated. To complete the booking the user must select "Book Car". The virtual key that allows the unlocking of the Vehicle doors and the start of the rental will be available a few moments after the booking request. This service is available only in the Municipality of Venice.

The availability of Vehicles and models may vary depending on the Provider's requirements and pick-up points.

Some Vehicles may be equipped with accessories (e.g. child seats). Additional charges may apply for the reservation of such Vehicles, as specified in the rates and penalties provided for the Service, which can be consulted on the Website.

Once the Vehicle has been reserved, the provider will send the User an email confirming the reservation with the relevant details.

The reservation can be made for a minimum of 30 minutes.

## 2.2 Extending a Booking

In the event that the Client needs to extend a rental, the Client may extend the booking using the appropriate function on the Web Portal or App. Alternatively, the Client can call Customer Services to carry out the requested operation.

The extension of the booking is permitted only on condition that:

- a) the Vehicle is not already booked by another client during the extension period requested by the Client;
- b) the current reservation has not already expired.

However, the Client is obliged to extend the booking if he/she expects to be unable to return the Vehicle by the end of the booking period.

If the extension of the booking is not possible because another customer has already booked the same vehicle at the same time, the customer is obliged to return the vehicle on time.

## 2.3 Cancellation or partial reduction of the reservation

In the event that the Client no longer needs the Vehicle or wants to reduce the duration of the rental reservation, the Client can change it using the Web Portal or the App.

The cancellation and partial reduction of the booking is permitted and free of charge only up to 60 minutes before the start of the rental booking. For the "KINTO Share Holiday" service only, in the case of bookings cancelled in the period between 7 days and one hour prior to the start time of the booked rental, a cancellation fee of 30% of the total cost of the booking will be charged.

Thereafter, it will only be possible to cancel the booking but the cost already charged to the Client will not be refunded.

## 3. WITHDRAWAL OF THE VEHICLE

The withdrawal of the vehicle is only allowed after booking the same, which can also be done immediately before the start of the rental period if it is available.

The Customer must pick up the Vehicle at the car park and within the start and end times of the rental, confirmed at the time of booking.

#### 3.1 Access to the Vehicle

To access the Vehicle, the Customer must start the rental using the appropriate function in the App. The on-board system will then automatically unlock the Vehicle's doors.

### 3.2 Start of the rental

From the moment the doors are unlocked, the rental of the Vehicle takes effect, regulated by the General Terms and Conditions of Contract, by the present procedures of use and by the applicable civil law.

Once the doors are unlocked, if the Client does not intend to rent the vehicle, he must in any case carry out the procedure of returning the vehicle, as defined in the following paragraphs.

## 3.3 Damage Control, Vehicle Cleaning, On-Board Documents

At the time of pick up, the Client must check:

- a) the damage to the body of the Vehicle, photographing and describing the identified damages, if they have not already been identified and photographed by previous users.
- b) the state of cleanliness of the Vehicle, by selecting the degree of cleanliness and photographing the interior of the passenger compartment.
- c) abnormal behaviour such as, by way of example but not limited to, noise or warning lights indicating Vehicle malfunctioning;
- d) the presence of any additional accessories requested at the time of booking (e.g. child seat);
- e) the presence of on-board documentation and the vehicle key (if applicable).

The on-board documentation consists of the following:

- a) copy of the vehicle registration document;
- b) copy of the RCA policy;
- c) use and maintenance booklet of the Vehicle;
- d) one or more CAI models (model of friendly report in case of accident);
- e) guide on how to behave in case of accident.

In the event that the Client detects an anomaly with respect to the above, the Client may use the specific functions present on the App or may send a report to the email address <a href="mailto:support.share@kinto-mobility.it">support.share@kinto-mobility.it</a>.

The Customer's report will be used in order to improve the service provided, but also as evidence to determine liability for any damage caused during the rental.

## 3.4 Exceptional cases

If the Client is unable to collect the Vehicle for any of the following reasons:

- a) the Vehicle is not in the booked parking space;
- b) the Vehicle does not open;
- c) the Vehicle is damaged in such a way that it cannot be used, including cases of partial theft: the Client must immediately report the situation to the Customer Service which will provide the necessary assistance.

Upon receiving the report, Customer Service will contact the Customer as soon as possible to verify what has happened and, once confirmed the unavailability of the Vehicle, refund the cost already charged to the Customer for the missed rental.

## 4. USE OF THE VEHICLE

### 4.1 Conduct of the driver

The Client must comply with and observe the provisions contained in the General Terms and Conditions of Contract and these procedures for each rental and for the entire period in which it is registered.

The Client is obliged to use the Vehicle in accordance with and in compliance with the provisions of:

- a) the registration certificate;
- b) the use and maintenance booklet of the Vehicle;
- c) the provisions of the Road Rules Code;
- d) the General Terms and Conditions of Contract and the regulations in force, and in general with the utmost diligence of a good father.

The driving of the Vehicle is permitted exclusively to the Client registered for the Service and holder of the current reservation, in possession of a valid driving licence as prescribed in the General Terms and Conditions of Contract. The driving of the Vehicle cannot be entrusted to a third party, even if the third party is another Client, not even in the presence of the Client, except in the event of force majeure. In the event of force majeure, the Client shall take care to entrust the driving only to subjects with a valid driving licence and/or equivalent document.

The use of the Vehicle is permitted only within the borders of the national territory and within any service areas present on the website or app for smartphones.

At the time of each rental, the Client is prohibited from:

- a) sublease or transfer to third parties in any capacity whatsoever the Vehicle and to prevent the same from being constituted liens or encumbrances of any kind;
- b) use the Vehicle for racing, competitions or contests;
- c) se the Vehicle for purposes that are in contrast with the laws and regulations in force in the place where the Vehicle is circulating
- d) use the Vehicle for purposes other than that for which it was registered;
- e) make modifications and/or alterations of any kind to the Vehicle;
- f) use the Vehicle under the influence of alcohol and/or psychotropic or narcotic substances or other substances that can alter the driver's ability.

## It is also forbidden

- g) to transport goods or persons in contrast to the laws and regulations in force in the place where the Vehicle is circulating;
- h) to transport weapons, explosives, radioactive, bacteriological and similar materials;
- i) pushing and/or towing other Vehicles;
- j) transporting people and/or goods in excess of the quantities foreseen in the registration certificate and the use and maintenance booklet;
- k) transport people for compensation and for competitions of any kind.

The Customer who uses Vehicles equipped with accessories shall do so under his own exclusive responsibility and in accordance with the instructions on the correct use of the accessories that the Provider will provide in dedicated communications and/or in special brochures in the vehicles in which they are present.

Smoking is strictly prohibited on board the Vehicle. In the event of non-compliance with this prohibition, the Provider shall charge a penalty to the Client who last used the Vehicle, as provided for in Article 20 of the General Terms and Conditions of Contract.

# 4.2 Starting the Vehicle

In order to start the Vehicle, the Client must perform the following operations:

- 1. make sure that the gear lever is positioned on P (Parking);
- 2. press the brake with the right foot and simultaneously press the POWER button (in the case of hybrid models);
- 3. from this moment the Vehicle is turned on and you can see the word "Ready" on the dashboard of the Vehicle;
- 4. switch on the vehicle's lights;
- 5. while keeping the brake pressed, place the gear lever in D and press the accelerator, releasing the brake.

In the case of non-hybrid models, the vehicle's ignition will take place through the use of the keys, placed in the special compartment and the gearbox will be manual, therefore the gear lever must be used in conjunction with the clutch pedal.

## 4.3 Temporary parking

During the rental period, the Customer may park the Vehicle temporarily. In order to park temporarily, the Customer may use the appropriate function in the App. It is not possible to use local smartcards enabled for parking.

In the case of parking, the Customer must observe the following behaviour:

- 1. park the Vehicle using the parking spaces and areas, as regulated in the following paragraphs;
- 2. always park with the handbrake on;

If you also leave the Vehicle temporarily:

- 3. close all windows;
- 4. turn off all the lights of the Vehicle;
- 5. turn off the vehicle, making sure to set the gear lever to P (Parking) and push the POWER button;
- 6. before exiting the vehicle, remove all personal valuables;
- 7. before exiting the vehicle, remove all personal valuables;
- 8. close the vehicle, using the appropriate function on the App, and wait a few seconds for the vehicle doors to lock automatically;
- 9. before leaving the Vehicle, the Client must ensure that the doors are closed correctly.

If the Customer is unable to close the Vehicle, he is obliged to contact Customer Services immediately and not to leave the Vehicle. In this case the Customer Service will try to solve the problem. If the problem persists, the Customer will be referred to the Toyota Eurocare Service (for both Toyota and Lexus vehicles). Only when the Toyota Eurocare Service is on site can the Customer leave the Vehicle.

To take the Vehicle back after the temporary stop, the Customer can use the specific function on the App: after a few seconds the on-board system will automatically unlock the Vehicle's doors.

## 4.4 Parking, access to the ZTL and preferential lanes

The Customer may park the Vehicle only where permitted by the Road Rules Code.

# Public car parks

The Customer may park the Vehicle in all public car parks, marked with white stripes or without stripes.

Car parks or parking zones with blue stripes

The regulations on paid parking in car parks or parking zones marked with blue stripes differ according to the municipality in question: for this reason, you should consult the websites of the municipalities to find out the terms and conditions of parking and any vehicles excluded.

## Other car parks or parking zones

It is not permitted to park in reserved spaces such as, but not limited to, car parks for the disabled, police, loading and unloading of goods, taxis, institutions or diplomatic corps.

Parking and/or parking in private garages or garages (excluding those indicated by the operator) is the responsibility of the Customer. In any case, the customer must comply with the instructions given by the operator of the private car park.

Parking and/or parking in areas subject to time restrictions, such as local markets and streets subject to periodic cleaning, is permitted only for the period stipulated by the local regulations in force and the Client must comply with the provisions communicated by the local authorities.

### **Access to LTZs**

Access to restricted traffic zones (ZTL) may vary depending on the municipality and the local regulations in force. For this reason, it is necessary to consult the websites of the municipalities to find out the terms and conditions of access to restricted traffic zones. KINTO Italia is not responsible for any infringements committed by the user.

## Other accesses and transits

In Mestre (Municipality of Venice) only, access and/or transit is allowed on the preferential lanes reserved for public transport.

## 4.5 Refuelling

The Provider regularly refuels the vehicle.

If necessary, e.g. after long journeys, the Customer can refuel the vehicle himself at any service station of his choice. You can consult further information on how to refuel on the Website.

Before refuelling, the Customer must check that the type of fuel used is suitable. The fuels suitable for refuelling the Vehicle are exclusively those indicated in the Vehicle's use and maintenance booklet, a copy of which is also available in the Vehicle itself. In the case of hybrid cars and Toyota Aygo, the Customer must use only and exclusively 95 octanes Super Lead-Free fuel. In the case of Toyota Proace, the Customer must use only and exclusively Diesel fuel. In any case, refuelling with special or premium fuels is not permitted.

The Provider may also apply penalties in the event of damage to the Vehicle caused by the use of incorrect or unsuitable fuel, without prejudice to compensation for greater damages. Furthermore, the costs of servicing and repairing the Vehicle shall be borne by the Customer.

# 5. RETURN OF THE VEHICLE

The Client must return the Vehicle at the car park confirmed at the time of booking or within one of the areas provided by the Provider (for KINTO Share Way only).

### 5.1 Termination of the Rental

In order to end the rental, the Client must perform the following operations:

- 1. park the Vehicle within the car park confirmed at the time of booking, or within one of the areas provided by the Provider (for KINTO Share Way mode only).
- 2. pull the handbrake;
- 3. close all windows;
- 4. turn off all the Vehicle's lights;
- 5. switch off the vehicle, ensuring that the gear lever is in P (Park) position and pushing the POWER button;
- 6. store the key in the key compartment of the vehicle;
- 7. before exiting the vehicle, remove all personal items;
- 8. leave the vehicle clean and complete with all the on-board documentation;
- 9. close the vehicle, using the appropriate function on the smartphone app.

For vehicles in which the ignition key is provided, in the event of loss or damage of the same, the Provider will charge intervention costs as described in the penalties of the Service in the General Terms and Conditions of Contract.

Before leaving the Vehicle, the Customer must ensure that the doors are closed properly and that the lights are off.

If the Client is unable to close the Vehicle, he is obliged to contact Customer Services immediately and not to leave the Vehicle. In this case the Customer Service will try to solve the problem. If the problem persists, the Customer will be referred to the Toyota Eurocare Service (for both Toyota and Lexus vehicles). Only when the Toyota Eurocare Service is on site can the Customer leave the Vehicle.

At the end of the rental period, the Customer must check if there is any damage to the Vehicle or abnormal behaviour such as, but not limited to, noises or warning lights indicating Vehicle malfunction. In these cases, the Customer must report the anomaly by contacting the Customer Service. Alternatively, the Customer may send a report to the email address <a href="mailto:support.share@kinto-mobility.it">support.share@kinto-mobility.it</a> attaching photos to demonstrate the damage detected.

The end of the Vehicle's rental period is effective when the Client returns the Vehicle within the time established at the time of booking or of the subsequent possible extension (for the KINTO Share mode only).

The Provider reserves the right to charge a Penalty for extraordinary cleaning operations to the Client who last used the Vehicle.

At the end of each Hire, the Customer will receive a communication to the email address associated with the "driver" profile containing a summary of the use of the Vehicle, such as:

- a) start and end date of the Rental;
- b) kilometres covered
- c) final cost of the rental;

The same information will be visible within the App or the Web Portal.

The Customer may also provide an evaluation of the service by answering a satisfaction questionnaire that will be sent to all customers. This questionnaire will be sent at least once a year through the email address provided during registration and is aimed at improving the service based on the needs of customers.

## 5.2 Return parking not available

If the Customer cannot return the Vehicle in the car park provided because it is inaccessible or occupied by other Vehicles, the Customer must call Customer Service to report the situation.

The Customer Service will provide the necessary assistance and, if necessary, will authorise the Customer to return the Vehicle to the nearest available parking area. In this case, the Customer must promptly inform the Customer Service by contacting him by phone or by sending an email to <a href="mailto-support.share@kinto-mobility.it">support.share@kinto-mobility.it</a> specifying the exact address where he returned the Vehicle. If the event occurs outside of the hours of full operation of the Customer Service, the Customer must follow the following behaviour:

return the Vehicle to the nearest available parking area;

immediately send a report to <a href="mailto:support.share@kinto-mobility.it">support.share@kinto-mobility.it</a> documenting the event. After receiving the report, the Customer Service will contact the Customer as soon as possible to verify what has happened. Please note that failure to comply with the return procedure of the Vehicle, including the use of the parking area confirmed at the time of booking, will result in the Provider charging the penalty provided for in Article 20 of the General Terms and Conditions of Contract.

# 5.3 Delayed return

The return of the Vehicle by the Client after the time of the end of the rental period confirmed at the time of booking (for the KINTO Share mode only) or of the subsequent extension, if any, shall be charged by the Provider with the penalty provided for in Article 20 of the General Terms and Conditions of Contract.

### 6. PAYMENTS AND BILLING

The Customer may consult the rates and penalties provided for the Service on the Website www.kinto-share.it.

The rates may vary depending on the municipality where the rental is made. The rates are published and can be consulted on the Website.

Any promotional codes and/or driving credits will be calculated and deducted at the time of the charge. All payments under the Service, including rentals and penalties, are normally made by charging the credit card associated with the Customer's profile or by any other payment instrument provided by the Provider and communicated at the time of registration.

The Provider shall notify each payment by sending an email to the Client's address including information regarding the reason for payment and the amount charged.

#### 6.1 Rental payment

For KINTO Share Way the rental fee is charged at the end of the rental period.

In the case of KINTO Share Way, the estimated hourly or daily cost of the rental is charged in advance one hour before the start of the rental period. If there is less than one hour between the booking and the start of the rental, the cost is charged when the booking is confirmed.

At the end of the rental period, the Provider shall charge:

- a) the hourly or daily charge and any additional amounts provided in case of extension of the booking;
- b) the cost for each kilometre in excess of the number of kilometres included in the rate applied;
- c) any additional amounts if the vehicle is released in a car park other than that of the pick-up (valid only for KINTO Share mode):
- d) any penalties to be applied to the customer (e.g. late return);
- e) any costs (if any) to be applied to the customer in the event of use of the vehicle with accessories.

When the rental fee is debited either at the end of the rental period or during the rental period, the system automatically calculates the total amount to be debited. The bank of the registered card may ask the Customer to enter codes to verify the identity of the Customer (3D Secure or other codes). If the customer does not enter the required codes, the payment will fail.

Following the failure of a debit due to failure to enter the 3D secure code or other reasons (invalid payment method or insufficient funds), the Provider temporarily suspends the profile ("Account") associated with the Customer, placing it in a "suspended" status. In this case, the Customer is no longer authorised to use the Service. In order to reactivate the profile, i.e. to obtain authorisation to use the Service again, the Customer must, depending on the cause of the payment failure, update the details of his Payment Card or chosen payment method or regularise the failed charge from the appropriate section of the App or the Web Portal.

The data provided are processed and verified by the Provider who, if no irregularities are found, accepts the changes made. In this case the Customer's profile once again assumes the status "approved", otherwise the Provider contacts the Customer asking him to rectify and/or correct the new data provided. Suspension and reactivation of the profile will incur administrative management costs as provided for in the Service's penalties.

# 6.2 Billing

The Customer will receive periodically and on a daily basis (or monthly in the case of Corporate Customers who request it) an invoice detailing all debits and/or credits made during the period, specifying the relative uses and any additional costs (e.g. penalties). The invoice will be sent to the email address of the Customer's profile registered to the Service and will also be shown on the Web Portal and App. If the Customer wishes to receive clarification on the matter, he may send a report to the email address <a href="mailto:support.share@kinto-mobility.it">support.share@kinto-mobility.it</a>.

## 7. ROADSIDE ASSISTANCE

In case of:

- a) Mechanical breakdown of the Vehicle;
- b) Wrecked Vehicle no longer running or not fit for use (see paragraph 8 Claims);
- c) Lack of fuel:
- d) Incorrect refuelling (see paragraph 4.4 Refuelling);
- e) Flat battery;
- f) Punctured tyre;

the Customer must contact the Toyota Eurocare roadside assistance service, by calling 800.018.120 The service, active 24 hours a day, 7 days a week, will provide the necessary assistance, exclusively for roadside assistance and the possible towing of the Vehicle.

The conditions and methods of assistance are defined in the Toyota Eurocare booklet, which is included in the Vehicle or can be consulted on the site <a href="https://www.toyota.it">www.toyota.it</a> (for Toyota vehicles), in the Toyota Service / Warranty / Roadside Assistance section, or on the site <a href="https://www.lexus.it">www.lexus.it</a> (for Lexus vehicles).

In the event of a request for Toyota Eurocare roadside assistance, the Customer may not leave the Vehicle unattended and must wait for the arrival of the roadside assistance service.

For further information about the Toyota Eurocare service conditions, the Customer can contact the KINTO Share Customer Service by phone or by email at <a href="mailto:support.share@kinto-mobility.it">support.share@kinto-mobility.it</a>.

## 8. ACCIDENT

In the event of an accident, suffered or caused, the Customer must, if possible, request the intervention of the competent authorities (Municipal Police, Carabinieri, Police and other local authorities) and immediately report the incident to the Customer Service by contacting him by phone or by sending an email to <a href="mailto-support.kinto-one@kinto-mobility.it">support.kinto-one@kinto-mobility.it</a>. In the event that the Vehicle cannot continue its journey, the Customer will be contacted by the Customer Service directly with Toyota Eurocare, at the number 800.018.120 (only from Italy), which will provide the necessary assistance.

The Customer must fill in with the counterpart, involved in the accident, the accident report form (CAI model) in all its parts and indicate all the following information:

- a) date of the event;
- b) time and place of occurrence
- c) manner of occurrence
- d) number plates and details of the insurance coverage of the Vehicles involved;
- e) personal data and tax codes of the drivers and any witnesses.

In the event that one of the parties involved does not wish to sign the CAI, it is essential that the Client requests the intervention of the competent authorities (Municipal Police, Carabinieri, Police and other local authorities) and completes the CAI in all its parts by signing it. A copy of the CAI form may be available in the Vehicles. Within 3 days of the accident, the Client must send the following documents to <a href="mailto:support.kinto-one@kinto-mobility.it">support.kinto-one@kinto-mobility.it</a>:

a) the claim report, by filling in the form in Annex 1);

- b) the CAI form completed and signed;
- c) any report from the authorities intervening at the scene of the accident;
- d) photo of the car (if possible);
- e) a copy of the driving licence.

## 9. THEFT, ROBBERY, FIRE and KASKO DAMAGE

In the event of theft, robbery or vandalism to the Vehicle during the rental period, the Customer must immediately notify the Customer Service by contacting him/her by phone or by sending an email to <a href="mailto:support.share@kinto-mobility.it">support.share@kinto-mobility.it</a>, providing the location and description of the incident. In the event that the Vehicle cannot continue the trip, the Customer will be contacted by the Customer Service directly with Toyota Eurocare, at the number 800.01.81.20 (only from Italy), which will provide the necessary assistance.

The Customer must report the event to the Competent Authorities (Police, Carabinieri, etc.) as soon as possible and no later than 12 hours from its occurrence, or from the moment in which he/she became aware of it, indicating in the report the following data:

- a) number plate and model of the Vehicle (which may be found from the booking confirmation email);
- b) the insurance company of the Vehicle "Aioi Nissay Dowa Insurance Company of Europe SE".
- c) personal details of the driver with the specification that the Vehicle used was rented as part of the "KINTO Share" Car Sharing service
- d) description of the event (place, date and details) and the type of damage suffered specifying in case of partial damage all the parts or accessories subject to the claim.

In the event of theft/robbery, the Client must also specify whether the vehicle registration certificate was present inside the stolen vehicle.

The Client must immediately send the following documentation to <a href="mailto:support.kinto-one@kinto-mobility.it">support.kinto-one@kinto-mobility.it</a>:

- a) a copy of the report made to the competent authorities;
- b) any report from the authorities intervening at the scene of the event.

Within 3 days from the event, the Customer must also send the original of the complaint by registered mail with return receipt or by courier to the address Aioi Nissay Dowa Insurance Company of Europe SE - Via Kiiciro Toyoda, 2 – 00148, Rome (RM) - Claims Office. In the event of a kasko damage, the Client must request, if possible, the intervention of the competent Authorities (Police, Carabinieri, etc.) and always fill out the friendly assessment form (CAI form) with the counterpart involved in all its parts and send it to the email address <a href="mailto:support.kinto-one@kinto-mobility.it">support.kinto-one@kinto-mobility.it</a>, together with the aforementioned self-declaration. A copy of the CAI form may be available inside the vehicle.

### 10. CRYSTAL BREAKAGE, NATURAL EVENT and VANDALISM

In the event of glass breakage, natural events and vandalism, the Customer must immediately notify the Customer Service by contacting him by phone or by sending an email to <a href="mailtosupport.share@kinto-mobility.it">support.share@kinto-mobility.it</a>, providing the location and description of the damage occurred.

Customer Services will check the availability of another KINTO Share vehicle in the vicinity:

- a) If so, it will book it for the customer and activate the reimbursement procedure;
- b) If it is not available, Customer Services will book a taxi for the customer, who will advance the cost and then request a refund by email up to a maximum of €25.

The customer must submit a self-declaration indicating the following information:

- a) Date of the event;
- b) Time and place of occurrence;
- c) Mode of occurrence;

- d) Vehicle number plate;
- e) Personal data of the driver and any witnesses.

Within 3 days of the event, the client must send the following documentation to the email address <a href="mailto:support.kinto-one@kinto-mobility.it">support.kinto-one@kinto-one.</a>

- a) Signed self-declaration;
- b) Copy of the driver's licence or document with evidence of the declarant's signature;
- c) Personal details of the authorities, if any.

In case of failure to send, you will be contacted by the Customer Service or Insurance Department.

### 11. FINES AND PENALTIES

Any fines or sanctions for violations of the Road Rules Code and/or other provisions in force communicated by the Local Authorities, for non-payment of tolls or private parking, imposed on the users of the Vehicles and which will be notified to the owner of the Vehicles (KINTO Italia or a Toyota/Lexus dealer), to the Operator, or to those whom the same makes use of to make the Vehicles available, will be handled as follows:

The document certifying the sanction will be returned to the Issuing Body together with the details of the user Customer responsible for the violation, also valid for the deduction of any licence points.

The Provider will send the Customer a communication to his email address with all the details of the sanction.

The Customer will be charged a penalty for the service related to the management of fines or penalties, as provided for in Article 20 of the General Terms and Conditions of Contract directly on the payment instrument associated with the Customer profile.

## 12. CONSULTING AND CHANGING ONE'S OWN DATA

The functions, defined below, allow the consultation and modification of the Customer's data released during or after the act of subscribing to the Service. In order to use them, the Customer will have to access the Web Portal or the App for smartphones, using his access credentials.

# 12.1 Viewing and Changing Account Profile Data

The Customer can consult and change the data of his account by accessing the section of his personal profile. The Customer can change the payment card data at any time by accessing the appropriate section of the Web Portal or using the App.

## 12.2 Consulting and Changing the Data of the Driver Profile

The Customer may consult and modify the data of his Account by accessing the "Profile" section. In the event of changes to the data of the driving licence, the Customer must send a new copy of his licence, and possibly a copy of the international permit or sworn translation in Italian, as required by the General Terms and Conditions of Contract.

The data provided shall be processed and verified by the Provider who, if no irregularities are found, shall accept the changes made, notifying the Customer's email address. In this case the Customer's profile will again be in the "approved" status, otherwise the Provider will contact the Customer asking him to rectify and/or correct the new data provided.

## 12.3 Change of Driving Licence Validity Status

In the event of changes to the status of the licence such as withdrawal, suspension, exhaustion of points or expiry, loss, the Customer must immediately notify the Provider by sending a report to the email address <a href="mailto:support.share@kinto-mobility.it">support.share@kinto-mobility.it</a>. Following the Customer's report, the Provider will temporarily suspend the profile associated with the Customer, placing it in a "suspended" status. The Provider reserves the right to check, by means of automated systems, any data relating to the licence (validity and points) and if anomalies are found, the Customer's profile will be placed in a "suspended" status. In this case, the

Customer is no longer authorised to drive the Vehicle, in addition to booking a new rental. In order to reactivate the profile or to obtain again the authorisation to drive the Vehicle and to book a new rental, the Customer must send a new report using the Web Portal or the App or using the email address <a href="mailto:support.share@kinto-mobility.it">support.share@kinto-mobility.it</a>:

- a) indicating the new driving licence validity status;
- b) attaching a copy of the new licence, and a copy of the international permit or sworn translation in Italian, as required by the General Terms and Conditions of Contract.

The data provided are processed and verified by the Provider who, if no irregularities are found, accepts the changes made, notifying the Client's email address.

In this case, the Customer's profile will once again be "approved", otherwise the Provider will contact the Customer asking him to rectify and/or correct the new data provided.

Suspension and reactivation of the profile will incur administrative management costs as provided for in the Service's penalties.

#### 13. LOST PROPERTY

If the Customer forgets or finds any objects abandoned inside the Vehicle, he/she must notify the Customer Service by contacting him/her by telephone or by sending an email to <a href="mailtosupport.share@kinto-mobility.it">support.share@kinto-mobility.it</a>.

The Provider is not responsible for the loss or misplacement of the objects belonging to the Customer inside the Vehicle, but shall make every effort to facilitate the recovery of the objects, possibly through the intervention of its technical staff at the Vehicle.

The costs of the recovery operation and any shipping are charged to the Customer owner of the object, who requests it.

## 14. VEHICLE ACCESSORIES

The Provider may provide some Vehicles equipped with accessories (e.g., merely by way of example, child seats). Vehicles equipped with accessories shall be marked on the map with a special icon. Additional costs may apply for the reservation of these Vehicles, therefore please refer to the rates and penalties provided for the Service, which can be consulted on the Website <a href="https://www.kinto-share.it">www.kinto-share.it</a>. The Customer who uses these Vehicles and the relevant accessories shall do so under his/her own exclusive responsibility and in accordance with the instructions on the correct use of the accessories that the Provider shall provide in dedicated communications and/or with specific brochures in the vehicles in which the accessories are present. If the Customer finds any operating defects and/or lack of cleanliness of the accessories such as to make it impossible to use them, he must promptly notify the Customer Service by contacting him by telephone or by sending an email and <a href="mailto:support.share@kinto-mobility.it">support.share@kinto-mobility.it</a>.

# VEHICLE ACCIDENT REPORT

| I, the undersigneda                               | $\underline{\ }$ as the driver authorised to use the KINTO Share car sharing service at the time $\underline{\ }$ |                |                         |               |  |  |  |  |
|---|---|----------------|-------------------------|---------------|--|--|--|--|
| the accident of the vehicle with the registration | n plate   | , hereby prov  | ide my personal data fo | or reference: |  |  |  |  |
| residence/head office in                          |   | , house number | , postcode              | , city        |  |  |  |  |
| , province,                                       | country   | , telephone    |                         | , email       |  |  |  |  |
| ·   |   |                |                         |               |  |  |  |  |
| I hereby declare that on/ at (pl                  | ace of accident) _  |                | :                       |               |  |  |  |  |

| Indicate any further documentation supplied (e.g. report of the authorities involved, CAI form, etc.  I remain at your disposal for any further clarifications.  Yours faithfully,                                | 1) accidental glass breakage <sup>1</sup> |                  |                     |              |       |        |       |     |             |           |     |       |      |
|---|---|------------------|---------------------|--------------|-------|--------|-------|-----|-------------|-----------|-----|-------|------|
| 4) Following the event of Indicate any further documentation supplied (e.g. report of the authorities involved, CAI form, etc.  I remain at your disposal for any further clarifications.  Yours faithfully,  _// |   |                  |                     |              |       |        |       |     |             |           |     |       |      |
| Indicate any further documentation supplied (e.g. report of the authorities involved, CAI form, etc.  I remain at your disposal for any further clarifications.  Yours faithfully,  _//                           | 3) Kasko dama                             | age <sup>3</sup> |                     |              |       |        |       |     |             | _         |     |       |      |
| I remain at your disposal for any further clarifications.  Yours faithfully,//  | 4) Following                              |                  |                     | the          |       |        | event |     |             |           | of  |       |      |
| I remain at your disposal for any further clarifications.  Yours faithfully, //   |   |                  |                     |              |       |        |       |     |             |           |     |       |      |
| I remain at your disposal for any further clarifications.  Yours faithfully,//  |   |                  |                     |              |       |        |       |     |             |           |     |       |      |
| Yours faithfully,/  | Indicate any                              | / further        | documentation       | supplied     | (e.g. | report | of    | the | authorities | involved, | CAI | form, | etc. |
| Yours faithfully,/  |   |                  |                     |              |       |        |       |     |             |           |     |       |      |
|   | I remain at yo                            | ur disposal      | for any further cla | rifications. |       |        |       |     |             |           |     |       |      |
| <del></del>   |   |                  |                     |              |       |        |       |     |             |           |     |       |      |
|   | //<br>Date                                |                  |                     |              |       |        |       |     |             |           |     |       |      |

<sup>&</sup>lt;sup>1</sup> Detail precisely the damaged part(s)
<sup>2</sup> Detail precisely the damaged part(s)
<sup>3</sup> Detail precisely the damaged part(s)
<sup>4</sup> Detailed description of the event