

GENERAL CONDITIONS FOR RENTING VEHICLES WITHOUT DRIVERS

RENTAL CONTRACT

Dear Customer, before proceeding with the rental we invite you to read these general terms and conditions.

The rental of vehicles without driver is governed by these general rental conditions, the rental agreement signed by the customer, authorization to charge on credit card and/or bank account, the third party's declaration of guarantee as well as the privacy policy (hereinafter "the Contract") in force at the time of signing the contract and brought to the Customer's attention.

PREMISE

The Bugs vehicle rental service consists not only of the fleet of vehicles for hire, but also of a software platform that allows the booking and collection of vehicles independently. This platform is available through the smartphone application "BUGS" available on the main channels.

ART. 1 - SPECIAL CONDITIONS OF THE LEASE

- A) Type and quantity of vehicles. The type and quantity of vehicles rented will be identified on the basis of specific individual orders between Bugs and the Customer.
- B) Quality of vehicles. The Lessor undertakes and guarantees that the vehicles rented will be in perfect mechanical efficiency. Bugs also declares and certifies that the vehicles leased to the Customer comply with the laws and regulations in force on health and safety at work (D.lgs. 81/2008) and are in good condition, maintenance and efficiency.

ART. 2 - COMMENCEMENT OF THE LEASE

A) The lease will start from the date of delivery by making available each vehicle to the Customer at the location indicated within the application and will have the duration indicated in the individual order. The start time of the possibility of picking the vehicle is indicated in the

Bugs app, in the order detail section and in the confirmation email received at the time of order.

B) The Customer is obliged, at the time of collection of the vehicle, to verify the presence of the registration documents, the copy of the insurance contract and the relative certificate.

ART. 3 - CUSTOMER OBLIGATIONS IN RELATION TO VEHICLE USE

- A) The customer is expressly prohibited from using the rented vehicles in such a way as to render the insurance policy conditions invalid, ineffective or not applicable.
- B) It is expressly forbidden to the customer to use the vehicles leased for the transport of people and/or goods in quantities exceeding the requirements of the registration.
- C) The Customer expressly undertakes, for the duration of the lease, to drive and use the vehicles with the utmost diligence and care, or with the diligence required for the use of the vehicles.
- D) The Customer expressly undertakes to strictly and scrupulously observe the rules of the road; in particular, the Customer assumes sole responsibility, exempting Bugs, in respect of any violation of the rules of the road code possibly detected by the competent authorities with regard to the period in which the vehicles were leased to the Customer.
- E) The Customer expressly undertakes and guarantees under his own responsibility that the vehicles leased will be driven only and exclusively by themselves, or those who have purchased the service and accepted these conditions.
- F) The customer is jointly and severally liable for any penalty arising from the use of the rented vehicle, such as fines arising from unauthorised parking or speeding.
- In the event that BUGS receives post-rental penalties from city police and/or law enforcement agencies, Bugs is already authorized to withdraw without notice the amount corresponding to the amount due on the customer's credit card, and to exhibit to the aforementioned forces, documentation for the reduction of driving licences. Deleting your account does not relieve you of your legal obligations.
- G) The Customer expressly undertakes not to use the vehicles leased for the transport of persons for compensation, for competitions of any kind, to tow or push other vehicles or for any other use not permitted by law.
- H) The Customer must inform by phone and e-mail to the address admin@bugsconero.com, any claims with or without damaged third parties or theft of the vehicle that may have occurred, attaching to the original of the theft report also the original key and duplicates. In any case, it is the Lessor's right to charge the Customer for any charges and expenses arising from the failure to comply with the aforementioned terms.
- I) The Customer is expressly forbidden to make changes to the vehicle and to affix advertising (and/or stickers and/or other) on the same, without express and prior written authorization by the Lessor. The Customer is the custodian of the rented vehicles. As a result, the Customer is subject to the obligations of the best conservation and maintenance of vehicles leased by Bugs
- L) The Customer is also responsible for the safekeeping of the documents and, therefore, in case of theft or loss of the same, will be charged, by the Lessor, the costs of duplication.

ART. 4 - OWNERSHIP OF THE VEHICLE

- A) The Customer acknowledges and declares that the right of ownership of the rented vehicle is, and will remain, always and exclusively of Bugs The Customer will therefore not be able to claim any right of ownership over the leased vehicles.
- B) The Customer is expressly prohibited from subordinating, mortgaging or subjecting vehicles leased by Bugs to any form of privilege, and from allowing them to be foreclosed and/or seized, or to pledge or provide them as collateral in any form.
- C) The Customer acknowledges and acknowledges that Bugs, at its sole discretion, shall have the right to have a mechanical and/or electronic anti-theft system installed in vehicles which is activated by the extraction of an additional key supplied with the original ignition key, to protect the property of Bugs with respect to the vehicles themselves, reducing the risk of theft. Bugs also reserves the right to have location systems installed on leased vehicles, stating that the aforementioned anti-theft systems allow the detection and tracking of vehicles and that, in any case, the monitoring of vehicles through such systems will not be constant but will be carried out only in the event of events that require its activation in order to protect the property of Bugs

ART. 5 - QUALIFICATION AND IDENTIFICATION OF THE DRIVER

Subject to the provisions of Article 3 above, the Customer declares and guarantees, under its own responsibility, that the driver of the rented vehicle is a person entitled to drive in accordance with the rules of the road code in force. In any case, the Customer must meet the following requirements: have obtained, for at least 12 months, the driving license for the rented vehicle. Each driver of the leased vehicles undertakes not to provide false information on his or her identity and to indicate any differences from the documents submitted. For all purposes of law, the domicile of the Customer is that indicated by the same in the registration phase.

ART. 6 - DELIVERY OF VEHICLES

A) Subject to the provisions of art. 2, lett. a), the Customer takes delivery of the vehicle leased by signing the rental agreement and acknowledges that the vehicle with the standard equipment, the equipment and all accessories delivered to him by the Lessor is in perfect mechanical condition and in good general condition and is obliged to return it (together with all equipment, equipment and accessories) free from any goods or good with the relative documents, in the respect of the times and the places indicated in the contract, in the same conditions, saves the usury proportionate to the duration of the chartering and the kilometers covered. However, Bugs will not be held responsible for any goods, objects, documents and/or other items left in the vehicle upon return of the same. Following the signing of the contract, the Customer will be deemed to be the guardian of the vehicle, which will be deemed accepted definitively and without reservation.

ART. 7 - MAINTENANCE AND/OR REPAIR

A) Bugs will provide ordinary and extraordinary maintenance (when necessary in the opinion of Bugs) for the maintenance of the vehicles in good efficiency, including among other things: the oil change at the deadlines set by the manufacturer's maintenance program; replacement of tyres if worn out beyond the minimum limits laid down by the rules in force. The Customer is obliged to inform Bugs if it finds defects and/or abnormalities of the tyres. In the event that the rental exceeds the duration of 30 days, the Customer undertakes to: 1) To

carry out the ordinary maintenance of the compulsory warranty coupons and extraordinary warranty repairs, at the affiliated workshops Bugs 2) Have the coupons provided by the maintenance program of the manufacturer and repairs out of warranty, at the network of workshops affiliated by Bugs 3) Check the thickness of the tread and the inflation pressure of the tires, so as to keep them always in compliance with current regulations. 4) Check the oil level and refill if necessary.

If the vehicles are not presented for periodic checks on the routes and deadlines communicated by Bugs, reserves the right to charge the Customer, at its sole discretion, any costs of mechanical repairs incurred. Notwithstanding the foregoing and in all exceptional cases, the Customer, upon notice and subsequent written consent by Bugs, can provide direct ordinary and extraordinary maintenance that are necessary if you are in places where you can not use the network of workshops affiliated Bugs In such cases, The cost incurred by the Customer will be refunded in full by Bugs upon presentation of an invoice, made out to Bugs, to be sent within 30 days of repair.

ART. 8 - VEHICLE REPLACEMENT

8.1. In case of Maintenance:

- A) Bugs undertakes to carry out the service of "replacement of the vehicle", as indicated below, and according to the duration and the arrangements agreed in the contract.
- B) Bugs reserves the right to provide a different category vehicle in case of temporary unavailability of the category provided for in the contract.
- C) If, due to unavoidable temporary market needs, Bugs is not in the position to replace the vehicle under repair, will refund the daily rent for the period from the day after delivery to the workshop until the day of delivery.
- D) Furthermore, the Customer expressly declares and acknowledges that the Lessor will not be held responsible for any patrimonial damage (emergent damage and loss of profit) or non patrimonial damage, as a result of the possible interruption of service and/or repair or the unavailability of replacement vehicles.

8.2. In case of Theft:

A) Except as provided for in art. 10 in case of theft, Bugs will replace the vehicle subject to theft with other in good condition under the same tariff conditions as the existing contract, but with possible insurance coverage and conditions of use different from those indicated for the rented vehicle. Bugs reserves the right not to proceed with the aforementioned replacement, in case of failure to receive the report of theft in double original copy, return of the vehicle keys and in case of non-payment of the excess (if due). However, replacement of the vehicle is subject to the availability of unused vehicles.

8.3. In case of Serious Damage:

A) Except as provided for in Article 10 below, the lease agreement will be automatically terminated if the Bugs communicates the non-repairability of the vehicle in all cases of serious damage where the safety of the vehicle is precluded or if the cost of repairing the damage is equal to or more than 50% of the market value of the vehicle at the time of occurrence.

ART. 9 - INSURANCE GUARANTEES AND CUSTOMER LIABILITY

Bugs undertakes to provide the leased vehicles with the insurance coverage provided by law and ancillary services indicated below, unless variations of policy in constant relationship.

9.1. Insurance guarantees included in the rental:

- RCA (Car Civil Liability) covers damages caused to third parties, mandatory by law.
- Legal protection
- Accidents to drivers

Bugs provides the customer with a photocopy of the insurance contract by delivery within the vehicle (Inside a special document package, and together with the documents necessary for circulation), then the customer declares to know, accept and undertake to comply with the conditions of the insurance policy.

9.2. Guarantees not included in the rental:

- kasko insurance (damage to the rented vehicle)

The customer is obliged to pay for damages caused to the rented vehicle up to a maximum of 500 euros.

CLAIMS - If any claim occurs, the customer is obliged to notify Bugs by telephone immediately. The customer must request the intervention of the competent Authority and, when necessary, must submit a complaint to the competent Authority. The customer must take care to obtain the data relating to witnesses and other vehicles involved or, in any case, to obtain all the information necessary for the determination of liability for the accident occurred. In addition, the customer undertakes to submit to Bugs, no later than 24 hours after the accident, a complete detailed report on the "accident report" (CID) form, which is attached to the vehicle documents.

ART. 10 - RETURN OF RENTED VEHICLE

- A) The Customer at the end of the contract is obliged to return the vehicle leased within the area indicated in the Bugs application, in the conditions in which it received it, except for the normal state of wear. The return must be in the parking area free of charge, or for a fee; in the latter case, the Customer undertakes to pay the parking fee until 6:00 on the day following the end of the rental. The Customer also undertakes to return all vehicle keys, including master keys and/or any duplicates within the vehicle, to the appropriate compartment as designated in the instructions within the Bugs app. Failure to return the keys will result in the charge to the Customer of the costs that Bugs will incur for their restoration, in addition to compensation for the damage.
- B) The vehicle must be returned with full fuel; any missing liters will be charged at a cost of € 3.50 per liter.
- C) Any costs of restoration of the vehicle, not falling within the normal state of wear and not resulting in regular and previously reported claims, will be charged by Bugs to the Customer, who is obliged to pay the due.
- D) The status of each vehicle returned will be evaluated by qualified technical personnel, chosen by Bugs, whose judgment is final.

E) Drop-off time is subject to vehicle category, and is specified in the Bugs app.

ART. 11 - CHANGE OF RENT

From the moment of delivery and until the natural expiration the fee will remain unchanged, unless otherwise agreed and/or increased taxes, costs and insurance premiums, property taxes and as a result of the current legal provisions. Bugs will promptly notify any change in the current fee.

ART. 12 - MEANS AND GUARANTEES OF PAYMENT

- A) The signing of the contract constitutes for the Customer also a permanent authorization to debit a credit card and/or bank account (if applicable). The authorization is valid for all contractual relations between the Customer and the Bugs, even in the case of replacement of the rented vehicle.
- B) The Customer, if requested, is obliged to pay, by bank transfer and/or credit card, a non-performing security deposit, before delivery, to the extent that will be established in each individual order. The deposit shall be deemed to have been paid by the Customer as a guarantee of all obligations under this Agreement.
- C) The security deposit will be returned to the Customer within the fifth day from the date of return of the rented vehicle. The deposit will not be refunded, in whole or in part, in all cases where the Customer is required, under this agreement, to pay Bugs sums of money in any way whatsoever.

ART. 13 - PAYMENT OF THE RENT

A) The rent will be invoiced at the beginning of the lease period in any case.

ART. 14 - ADMISSION TO MOVEMENT ABROAD

The use of vehicles owned by BUGS outside Italy is not foreseen.

ART. 15 - VALUE ADDED TAX AND EXPENDITURE

Bugs and the Customer mutually acknowledge that the fees provided for in this agreement are subject to value added tax, with the exception of the amounts charged as a penalty and/ or compensation for damage suffered pursuant to art. 15, paragraph 1, n. 1 of DPR 633/72. B) It is understood that the Customer will bear any additional cost for the services not expressly provided and indicated in these conditions.

ART. 16 - DOMICILE, COMMUNICATIONS AND PLACE OF JURISDICTION

A) Bugs and the Customer declare that they elect as their domicile the respective addresses reported in this agreement. Unless otherwise agreed, contractual communications will take place at the Customer's e-mail address.

- B) The communications sent by the Customer to the Bugs must be made in writing by registered letter A.R. to the following address: via Togliatti 61, 60131, Ancona or by PEC at dario_lagattolla@pec.it.
- C) For any dispute that may arise regarding the validity, interpretation, execution or termination of this agreement, the Court of Ancona shall have exclusive jurisdiction.
- D) The provisions of the Civil Code shall apply to matters not covered by this Agreement.

ART. 17 - INTERPRETATION

If any provision of this Agreement is found to be invalid or ineffective, in whole or in part, it shall be deemed not to form part of this Agreement and shall be automatically replaced by the relevant legal provisions, without prejudice to the validity and enforceability of the remaining provisions of the contract.

By signing the contract and approving these conditions, the Customer authorizes Bugs, as data controller, to process personal data in accordance with national and European Union legislation in force, for the sole purpose of: providing rental services; carry out the relevant identity, security and credit checks; monitor and improve the quality and management of services; detect and prevent crimes as well as for commercial and marketing purposes. The Customer is aware that the Bugs will share the information provided with the Bugs group, third parties such as police and/or credit institutions, third parties generally based in the rental country for the purpose of carrying out identity checks, security, credit and for the detection and prevention of any crime in relation to the rental, third parties generally based in the country of rental in order to perform checks on claims or theft and to collect all the amounts covered by this guarantee. The customer is also aware that they have the right to access their personal data and to request its modification, blocking or cancellation. For more information, please see the Privacy Policy available on our websites.

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