



## **VEHICLE SHARING REGULATIONS**

(Version valid until 26 February 2023)

(To consult the Vehicle Sharing Regulations which will come into force on 27 February 2023, go to page 11)

### **1. Introduction to the Service**

Enjoy Vehicle Sharing is a service of rental of vehicles (the Service) offered to registered clients (Clients) by Eni S.p.A. with registered head office in Piazzale Enrico Mattei no. 1 - 00144, Rome, Tax Identification No. 00484960588 and VAT No. 00905811006 (the Contract Holder), at the conditions disciplined by the General Terms and Conditions and by these Regulations.

The Client can search the vehicle through one of two existing channels: the [enjoy.eni.com](http://enjoy.eni.com) website or a mobile application to be downloaded on Apple Store, Google Play or HUAWEI App Gallery ("App" or "Enjoy App") smartphone with compatible operating system, as stated in the website [enjoy.eni.com](http://enjoy.eni.com).

The Service can be used via the designated function on the App to start, manage and end the Rental ("Device").

These Regulations define the methods of use of the Enjoy Vehicle Sharing Service and the additional services offered. The Client is provided with a copy regarding registration to the Service and they are also published on the Contract Holder's website and on App to ensure that they can be referred to at any time.

The Contract Holder reserves the right to modify these Regulations or any annexes, at any time, notifying the Client of these modifications in the manner indicated in the General Terms and Conditions, which, together with these Regulations and the related annexes, govern the Service. Unless otherwise stated in these Regulations, the terms defined in the General Terms and Conditions shall also apply herein.

### **2. Registration**

Only natural persons may register with the Service, and the registration takes place via App after that the following takes place:

1. The prospective client has completed all mandatory fields, including those relating to his/her tax data (eg. Individual VAT number, Fiscal Code/National Insurance number, tax domicile) in case the prospective client intends to register to the Service as a professional;
2. The prospective client has read and accepted these Regulations and has read and accepted the General Terms and Conditions and the list of burdensome provisions;
3. The prospective client has confirmed having read the Privacy Policy and has authorised the use of his/her personal data by the Contract Holder for the purposes of the Service;
4. The prospective client has used, upon registering with the Service, and will use, throughout the duration of the same, an e-mail address and mobile telephone number for mobile and personal communication services, which are valid and ascribable to the same;
5. If requested by the Contract Holder, the prospective client has correctly uploaded, as instructed by the App, the (front and back) pictures of his/her valid and non-expired ID document, and has correctly provided his/her corresponding data, which have been checked and validated by the Contract Holder or other party appointed for the purpose;
6. The prospective client has correctly uploaded, as instructed by the App, the (front and back) pictures of his/her Driving Licence and, if necessary, of his/her international driving licence or certified translation of his/her Foreign Driving Licence, and has correctly provided his/her corresponding data, which have been checked and validated by the Contract Holder or other party appointed for the purpose. The Italian Driving Licence data are also checked and validated by the Italian Motor Vehicle Department (Motorizzazione Civile);



7. The prospective client has correctly uploaded, as instructed by the App, a photo of his/her face from which he/she can be clearly identified, which has been checked and validated by the Contract Holder or other party appointed for the purpose;
8. The prospective client has correctly provided details relating to the selected method of payment to pay for the Service, and the details have been checked and approved through the payment platform even – if necessary – through the 3D Secure service handled by the payment services provider (Issuer).

The prospective client undertakes to comply with and perform in good faith and in a safe and prudent manner his/her commitments as accepted upon registering with the Service and as stated in the Regulations and General Terms and Conditions for each Rental and as long as he/she is a Client of the Service.

#### Only Clients may use the Service. **2.1 Registration process**

Mandatory information for registration includes:

- a) Data to access the secure area of the website and App: e-mail and password without prejudice to the possibility of registering and accessing the Service via social log-in or using the login credentials related to the Eni Live application, as provided for by the General Terms and Conditions;
- b) Country of issue of the Driving Licence;
- c) Personal and ID data and, in case the Client registers as a professional, fiscal data (eg. Individual VAT number, Fiscal Code/National Insurance number and fiscal domicile);
- d) Mobile telephone number for mobile and personal communication services;
- e) Only if expressly requested by the Contract Holder during the enrolment phase, data and pictures of a valid and non-expired ID document;
- f) Data and pictures of the Driving Licence and, if necessary, of the international driving licence or certified translation of the Foreign Driving Licence, valid and not expired;
- g) Picture of the prospective client's face from which he/she is clearly recognisable;
- h) Details of the payment method for the payment of amounts relating to or in any case linked to the Service, also by means of selection of a method of payment among those previously registered on the Eni Live application and viewable, for transferring purposes, also on the App.

If applicable, the Client can also complete any optional fields on promotions and/or agreements and/or dedicated offers. In that case, the right to enjoy the corresponding benefits shall be subject to the Contract Holder's check of the data entered and the actual Client's entitlement to the benefits at issue.

To register and use the Service, the prospective client must, among other things, expressly consent to the geolocation of vehicles and to the collection of data on vehicle circulation.

If no irregularities emerge in the registration process with the Service from the prospective Client, the Contract Holder sends an acceptance e-mail to the Client, to which the contractual documents and unique and personal PIN number to use the vehicles, which must be entered into the Enjoy App, are attached.

The PIN is strictly personal and cannot be transferred to third parties.

Failure to comply with this duty of retaining and non-transferring the PIN shall be sanctioned under the General Terms and Conditions.

If a Client loses his/her PIN or suspects that others are using his/her PIN, he/she must contact the Enjoy Customer Services immediately.



The fields that the Client completed upon registration or transferred by the Eni Live application are saved in his/her Client profile. Using its credentials, the Client can access and make changes to his/her profile at any time via App. Moreover, from his/her profile, the Client can also access information on uses, including but not limited to history of services used, invoices, any vouchers for using the Service ("Vouchers").

### **3. Find and access the vehicles**

#### **3.1 Finding a vehicle**

All vehicles are geo-localized through GPS signal and are traced by the Contract Holder at any time for reasons of security and proper execution of the Service, even when in use by the Client.

The free vehicles are located in permitted car parks on public land or in car parks made available by the Contract Holder within the service coverage area where the Service is active. ,

Service Coverage Area shall mean the geographical area within the city where the Rental is started, where start and end of Rental procedures may be carried out. Within each city where the Service is available, the Contract Holder reserves the right to define different Service Coverage Areas depending on the type of vehicle being rented (e.g. different Service Coverage Areas for heat engine and electric vehicles, etc.). Each Coverage Area is clearly identified on the map accessible via the website and App ("**Service Coverage Area**"). Any reference in the General Contractual Terms and Conditions and/or in these Rules to the Service Coverage Area shall be understood to refer to the area of coverage within the city in which the Rental is started which is applicable to the specific type of vehicle rented (e.g. the correct end of Rental shall take place within the Service Coverage Area associated to the type of vehicle the Client has rented, or else the Rental may not be validly concluded with the consequent application of additional charges to the Client).

The Client can find all available vehicles using:

- a) Website;
- b) the Enjoy App.

From the website or the Enjoy App the Client can view the map of the closest vehicles available to where he/she is currently located or another indicated address.

#### **3.2 Booking and accessing the vehicle**

Once the required free vehicle has been identified, the Client is able to book it. The booking can be made through the Enjoy App.

Once the vehicle has been booked, the Contract Holder notifies the Client with details of the booked vehicle. The maximum duration of the booking, whether there is a free period, and the rates for additional booking minutes ("Additional Booking Minutes") are set out in the Rates Annex attached to the General Terms and Conditions. It is understood that the "Additional Booking Minutes" will be charged even if the booking is cancelled or the maximum booking period is exceeded.

If the Client has selected the Per "Minute" rate, the fixed cost indicated in the Rates Annex which accrues when the vehicle doors are unlocked, will be charged regardless of whether the vehicle has actually been moved or not and regardless of the total duration of the rental.

If the Client chose a "Prepaid" rate and the booking is cancelled or the maximum booking period is exceeded, any charges made at the time of booking will be reimbursed, except any applicable "Additional Booking Minutes" fee.

If the Client decides to cancel the booking or if the maximum booking period expires without the Client beginning the Rental through unlocking the doors, the vehicle is once again made available and can be booked by other Clients. The Client cannot book the same vehicle for 120 minutes from expiry or cancellation of the previous booking.



The Client must book a vehicle only when he/she intends to use it within the maximum booking time permitted. The Contract Holder reserves the right to verify the improper use of vehicle bookings by the Client. If this happens, the Contact Holder may suspend the Client from the Service, or terminate the Contract because of violation by the Client of the principles of correctness and trust in using the Service.

After having reached the booked vehicle, the Client will use the App to unlock the doors and start the Rental. When booking XEV YOYO electric vehicles for the first time, the Client will be displayed an in-App video that illustrates the operating procedure for using the vehicle. The Customer must view the video in full. In order to proceed with the Rental, the Client must confirm that he/she has read the video.

### **3.3 Immediate use of the vehicle**

The Client may also use a free vehicle identified directly on the road; four indicator lights on the windscreen show the status of use:

- a) Red – busy
- b) Yellow – booked
- c) Green – free
- d) Flashing red – out of service

Furthermore, every vehicle has an identification number on the windscreen.

Only for available vehicles (Green light), the Client has the option of using the vehicle immediately: the Client may unlock the doors unlock and the Rental can begin.

### **3.4 Start of Rental**

Both when booking and accessing the vehicle and in the case of immediate use of the vehicle, from the moment the doors are unlocked and the light on the windscreen changes to red ("busy"), the vehicle Rental comes into effect and is governed by these Regulations, the General Terms and Conditions and the applicable Italian civil law.

After unlocking, the doors lock again automatically after a pre-set time of up to 1 minute. If the Client has not accessed the vehicle before the automatic locking of the doors, the door unlocking procedure must be repeated and if the Rental is not going to be started, the end Rental procedure as indicated in Section 5.5. must be carried out.

## **4 Picking up the vehicle**

When the vehicle is picked up, the Client is to check the vehicle for any clear signs of damage (including but not limited to: damage to the bodywork, wheels, interior, unusual vehicle noises, fault-warning lights, as stated in the manufacturers' operating manual stored in the vehicles, etc.).

After having entered the vehicle, the Client must enter his/her own personal PIN into the Enjoy App. After having entered the PIN and before starting the engine, the Client has to answer questions which appear on the Enjoy App relating to the state of the vehicle.

If the vehicle is not suitable for use, the Client may decide to report the faults detected using the Enjoy App. In general and when necessary, the Client can contact Enjoy Customer Service directly for assistance and any other notifications using the Enjoy App.

## **5 Use**

### **5.1 Rules of conduct for vehicle use**

- a) For each Rental, the Client undertakes to comply fully with indications provided in the General Conditions of Contract and these Regulations;



- b) The vehicles are to be used in the manner and within the limits established by the Regulations, the General Conditions of Contract, applicable civil law and any prescriptions received from the Contract Holder at the time of the booking and/or during vehicle use;
- c) Only Clients registered with the Service and in possession of a valid driving license in accordance with indications in the General Conditions of Contract can use the vehicles;
- d) The Contract Holder must be notified of any changes to the status of the driving license such as withdrawal, suspension, no more points or expiry, loss, etc.
- e) The vehicle may only be driven by the Client registered with the Service whose name appears on the current booking. It is strictly prohibited to allow third parties to drive the vehicle, even if the third party is another Client. The Client will be charged the Penalty set forth in the Penalties Annex, without prejudice to further damages for each infraction;
- f) The vehicle is to be driven in full compliance with the Highway Code, the Civil Code, the Penal Code and in general with maximum diligence;
- g) At the time of each and every Rental, the Client must be fully in charge of his/her mental faculties and must not have taken any type of drug, alcohol or medication which could, even potentially, limit the Client's ability to drive.
- h) In general, the vehicles are not permitted access to areas which are prohibited to transport vehicles (e.g. pedestrian areas);
- i) Any financial penalties for violation of the legal rules relating to the movement of vehicles (Highway Code, municipal regulations, failure to pay tolls and parking) received by the Contract Holder will be charged to the Client, together with the Penalty set forth in the Penalties Annex, without prejudice to further damages. The Customer undertakes to pay the fines and Penalty as requested;
- j) All fines will be applied, following a new notification of the penalty statement by the competent authorities, to the Client who at the time of the infraction was using the vehicle or whose behavior in the use and release of the vehicle resulted in the imposition of the sanction;
- k) Smoking in the vehicle is strictly prohibited. The Client who last used the vehicle will be charged for the interior's clean-up if this ban is not fully observed and, at the Contract Holder discretion, the Penalty set forth in the Penalties Annex, without prejudice to further damages;
- l) Vehicles may not be parked in private areas other than those expressly reserved for Service's vehicles;
- m) free use of "Access to reserved areas included in the Rental", as stated in the Annex Rates of the General Conditions is granted only in the City where the Rental started ("City of Rental Start");
- n) (short and long-term) parking in the "Car parks free of charge permitted in addition to free car parks", as stated in the Annex Rates of the General Conditions, is allowed only in the City of Rental Start.

## 5.2 Procedure for vehicle use

The Client can start the engine after having answered the questions relating to the state of the vehicle using the Enjoy App. The ignition key is kept in the vehicle inside an appropriately marked storage compartment. Once the vehicle has been parked and the engine has been switched off, the Enjoy App will ask if the Client wishes to end the Rental or "Park" the vehicle. If the Client does not select "end rental", he/she will continue to maintain use of the vehicle. In this case, the Client must use the key provided to lock the vehicle. To access the vehicle again the Client will use the key supplied and will enter the PIN code once again into the Enjoy App.

## 5.3 Refueling/Electric Recharge

The Contract Holder reserves the right to activate the Refueling/Electric Recharging service, for certain vehicles and/or in certain municipalities, to allow Clients to refuel/electrically charge the Enjoy vehicle directly during the rental period.

For heat engine vehicles: the Client must carry out Refueling only after having completed at least one prior rental for an amount exceeding 10 € and exclusively at the authorized Eni/Agip Service Stations (specifically marked in the Enjoy App) and follow the instructions provided by the App.



As provided below, the Client must:

- a) check, during the booking process, whether it is possible to carry out Refueling using the yellow refueling icon next to the vehicle's red icon on the App's map;
- b) go to one of the authorized Eni/Agip Service Stations marked with a special icon on the App's map;
- c) stop the car in front of one of the IPERSELF self-service fuel dispensers;
- d) switch off the engine without ending the Rental;
- e) while still inside the vehicle, run the following operations on the App:
  - press the yellow button represented by the pump symbol;
  - confirm Refueling with the appropriate App button;
  - select the pump (in the App) to use for Refueling by checking that it is the one nearest to the vehicle;
  - confirm the start of Refueling with the appropriate App button;
- f) after having received Refueling confirmation, choose the Unleaded Petrol pump nozzle (not Blue Super +);
- g) refuel until the tank is "full" by waiting until the pump automatically stops the flow of petrol;
- h) make sure the fuel flow has stopped by squeezing the nozzle trigger a number of times;
- i) properly replace the pump nozzle and close the fuel cap correctly;
- l) continue with the Rental by pressing the appropriate button in the App and then free up the refueling area as soon as possible.

At the end of Refueling the Enjoy system will check that the Client has carried out the Refueling operations correctly.

If the check shows that it was done correctly, the Contract Holder will credit the Client with a €5 voucher that can be used within 90 days from when it was credited in the App.

It remains understood that all the Refueling operations, including any exceptions and/or anomalies, are appropriately reported and described by the App.

Refueling carried out using the Client's own methods of payment, and therefore in any way other than that laid down, will not allow the Client to be reimbursed for the cost.

For further details the Client must consult the "Refueling procedure" available on the website [enjoy.eni.com](http://enjoy.eni.com).

For electrically powered vehicles: the Client is not permitted to recharge XEV YOYO electric vehicles independently, either by battery swapping or by recharging it via a cable linked to an electricity column and/or household socket. In the event of violation, the Client shall be subject to the Penalty set forth in the Penalties Annex, without prejudice to further damages.

During Rental, the Client may at any time check the battery level on the display inside the vehicle. When the battery level reaches 30%, the Client will be notified by a voice message inside the vehicle that the vehicle's autonomy is low and that the Rental must be terminated. When the battery level further decreases to 20% (or lower) the vehicle power is progressively reduced and consequently the vehicle performance will be reduced. In the event that the Client fails to terminate the Rental before the vehicle's battery level reaches less than 20%, the Client will be subject to the relevant Penalty set forth in the Penalties Annex, without prejudice to further damages.

#### **5.4 Parking**

- a) The map in the Enjoy App indicates if the vehicle is inside or outside the Service Coverage Area;
- b) The Client is not permitted to end the vehicle Rental outside the Service Coverage, excluding private car parks made available by the Contract Holder for each specific city, also adjacent to the Service Coverage Area;
- c) The Client may not leave the Rental active in Enjoy reserved parking areas which require payment, but may only start or end a Rental.
- d) Furthermore, the Client may not end the vehicle Rental if in an area where the GPS signal and/or GSM signal cannot be detected, even if inside a Service Coverage Area. In this case, the Enjoy App will notify the Client of the need to move the vehicle to an area with better signal reception;





- e) The permitted car parks depend on the city in which the Service is supplied and are described in the Official Rate plan attached to the General Terms and Conditions; they are also published on the website;
- f) The Client may not end the vehicle Rental in private or company car parks unless the car parks are expressly marked as car park reserved for Service vehicles for the specific city where the Service is active. In all Service car parks, both free car parks and those requiring payment, vehicles must be parked in dedicated bays, marked by color and/or identification symbols and indicated on the website and App. If all bays reserved for Service vehicles are already taken, the Client is not permitted to leave the vehicle in any other bay.

In the car parks reserved for the Service, both free car parks and those requiring payment, the Client is not permitted to:

- i. unload and deposit objects of any kind with particular reference to flammable goods;
- ii. refuel/electric recharging, carry out repairs, change the oil, charge the batteries, accumulators, etc. and in general carry out any maintenance intervention or wash the vehicle;
- iii. park vehicles with leaks from the tanks or other faults which could damage the area and the road surface;
- iv. behave in any way which could result in potential hazards or damage to persons, objects or the environment.

In any case, the Client must follow the instructions given by the car park manager.

The Client may only park the vehicle where permitted by the Highway Code. It is not permitted to park the vehicle in reserved bays including but not limited to parking spaces reserved for disabled drivers, the police, loading/unloading of goods and of drugs, taxis, diplomatic corps or other institutions.

## **5.5 End of rental procedure**

After having parked the vehicle in the permitted areas inside the Service Coverage Area, the Client has the possibility of ending the vehicle Rental by selecting the option "end rental" on the Enjoy App.

The Client may not end the vehicle Rental outside of the Service Coverage Area or outside the permitted spaces. Failure to observe these obligations will result in the application of a Penalty set forth in the Penalties Annex, without prejudice to further damages.

The Client must also ensure that:

- a) All windows and doors are closed;
- b) The parking brake is engaged;
- c) The radio, where available, and courtesy lights are switched off;
- d) The ignition key is put back in its original position inside the designated storage compartments inside the vehicle;
- e) All documents, manuals and accessories are in order and in their original position;
- f) The vehicle is clean and free of waste;
- g) In case of a XEV YOYO electric vehicle, the gear knob is correctly set to the "OFF" position;
- h) vehicles are not parked near or adjacent to combustibles or other potential sources of fire (e.g. paper, dry grass).

Failure to observe these obligations will result in the application of the Penalty set forth in the Penalties Annex, without prejudice to further damages.

Once "end rental" has been selected, the doors lock automatically after the last door has been closed.

Before moving away from the vehicle, the Client must make sure that the indicator light on the windscreen is yellow (or green). If the indicator light is not yellow or green, the vehicle will remain in the Rental state for that Client.

At the end of every Rental, the Client receives an email notification containing a summary of the vehicle use, such as: minutes of Rental, total kilometers travelled, any vouchers used, total amount charged.

In the event of any anomaly during the End Rental procedure or if the email communications mentioned above is not received, the Client is to contact the Enjoy Customer Service immediately.



## **5.6 Cleaning the vehicle and found items**

The Client must leave the used vehicle clean. The Contract Holder reserves the right to charge the last Client who used the vehicle the Penalty set forth in the Penalties Annex, without prejudice to further damages for any unscheduled cleaning interventions.

The Enjoy Customer Service department is to be notified of any items found in the vehicle. It will provide all indications necessary to recover these items by the Contract Holder.

## **6 Rates, payment and billing**

### **6.1 Rates**

The Client states that he/she is fully aware of the rates governed by the General Conditions of Contract and the rate Annex attached to the General Terms and Conditions which is also published on the Enjoy website and available on App.

### **6.2 Payment**

The normal payment method allowed by the Service also for Penalties and deductibles will be the credit card or pre-paid credit card (when allowed) registered by the Client in his/her profile during registration. The amount due for the Rental is charged at the end of the Rental. The Client has the possibility to upload more than one means of payment linked to his/her profile in the App, selecting the one that, among the registered ones, will be the default payment method for the charging of any amounts due to the Contract Holder, including Penalties and deductibles. In any case, the Client has the right to change the default payment method during the payment process. Without prejudice to the General Terms and Conditions in relation to the debiting of any amounts on the Client's method of payment, in the event that the default or chosen payment method is insufficient, the amounts due shall be debited automatically to one of the other methods of payment available on the App, until payment is made in full. If a Rental is extended and/or is outside the Service Coverage Area, the Contract Holder reserves the right to periodically charge the total amount accrued and/or debit in advance sums determined according to the indications in the General Conditions of Contract. When the amount due for the Rental is charged, both at the end of the Rental and during the Rental (with the exception of any charges "Outside the Service Coverage Area"), the system automatically calculates the total amount to be charged discounting any Vouchers or other credits the Client may have.

### **6.3 Invoicing**

The monthly invoice will show the debits and/or credits carried out during the month, specifying the use and any additional costs (for example, Penalties).

The invoice will be issued in electronic format and can be downloaded from the Client's profile.

## **7 Vehicle faults**

### **a) Vehicle fault or breakdown, with the vehicle parked in one of the reserved bays where the end Rental procedure is permitted under section 5.4:**

The Client must call Enjoy Customer Service to describe the problem and provide the exact address at which the vehicle is parked.

After exiting the vehicle and completing the End of Rental procedure, the Client is not required to stay with the vehicle.

### **b) Vehicle fault or breakdown, during use outside the Service Coverage Area or with the vehicle parked outside one of the reserved bays where the end Rental procedure is not permitted under section 5.4:**





- a) The Client must call Enjoy Customer Service to describe the problem and provide the exact address at which the vehicle is located. A service operator will be sent to that location. The Client is to remain with the vehicle until the operator arrives.
- b) If the vehicle has broken down more than 50 km from the Service Coverage Area and the repair intervention takes longer than 24 hours, the Client and any passengers on board (for a maximum number of persons corresponding to the approved number of seats) may return to their original location or continue their journey by train or plane (economy class) for an amount up to €250 (VAT not included) per event, regardless of the number of passengers to be paid by the Contract Holder, taking into account any regulatory restrictions in force. If the Client continues the journey and one or more than one overnight stop is required, the Contract Holder will pay for accommodation and breakfast, up to €400 (VAT not included), for a maximum of three nights, disregarding the actual number of passengers and taking into account any regulatory restrictions in force.

## **8\_ Accidents**

If the vehicle is involved in an accident, the Client must call Enjoy Customer Service immediately to describe the type of accident and damage to the vehicle and provide the exact address at which the vehicle is located. Enjoy's Customer Services may send an operator to the location. In this case, and as long as the Client does not require medical attention, the Client must remain with the vehicle until the operator arrives.

The Client must follow all instructions received by phone from Enjoy Customer Service and/or the operator who arrives. Failure to respect these instructions as well as failure or delayed submission of the following documents, may result in the application of the Penalties set forth in the Penalties Annex, without prejudice to further damages.

The Client must hand over to the operator any Accident Report Form filled out when the accident occurred and/or any reports issued by intervening authorities (traffic police, local police and any other competent bodies, etc.). If the operator is not able to intervene, the Client must send the Accident Report Form, which must be correctly completed even if there are no other vehicles or third parties involved in the accident (e.g. in the event of an accident without a counterparty), and/or any additional reports issued within 5 calendar days from the accident by one of the following options:

- i. sending an email to [servizioclienti@enjoy.eni.com](mailto:servizioclienti@enjoy.eni.com)
- ii. uploading the picture of the reports on the App through the available functionality.

If the operator is not able to intervene, notwithstanding the above, the Client will have to leave the Accident Report Form, duly filled-in as stated above, and any other reports in the storage compartment inside the vehicle.

If the vehicle can no longer be driven and is outside the Service Coverage Area, the Client can make use of the service described in section 7.b.b).

If the vehicle can still be driven and if the Client wishes to drive, under his/her own responsibility, the Client may reach his/her destination where he/she can request explicit authorization from the Enjoy's Customer Services to continue to use the vehicle.

## **9\_ Theft of the vehicle, Robbery and Acts of Vandalism**

In the event of theft of the vehicle, robbery or acts of vandalism while the vehicle is being used by the Client, the Client must contact the Enjoy Customer Service immediately, notifying them of the vehicle's location and describing what happened.

Enjoy Customer Service may send an operator. In this case, the Client must remain with the vehicle until the operator arrives. With the assistance of the operator, the Client must go to the competent authorities to report the incident. The Client is free to go after having reported the incident and supplied all the necessary documentation and information requested by the operator.

If an operator cannot be sent to where the Client is located, the Client must independently follow all the indications provided by the General Terms and Conditions.



If the vehicle is outside the Service Coverage Area, the Client can make use of the service described in section 7.b.b).

In general, all indications regarding the possible theft, acts of vandalism or unlawful behavior regarding vehicles not used by the Client are appreciated. In such case, the Client may contact Enjoy Customer Service for these types of notifications and is not required to remain with the vehicle in question.

#### **10\_ Accessories made available by the Contract Holder**

On all or some vehicles of the Service, the Contract Holder may provide accessories for the Client to use including, but not limited to, car seats for children, mobile phone battery chargers, snow chains, etc. (Accessories). If the Client decides to use the Accessories, he/she does so under his/her own responsibility and in strict accordance with instructions on the proper use of the accessories.

These instructions will be provided by the Manager via specific communications and/or designated brochures in vehicles where the accessories are available. If the Client notes any operating faults, or that the Accessory is dirty or cannot be fitted or used, and subsequently is not fit for use, the Contract Holder is to be notified immediately via the Enjoy Customer Service.

After having read these Regulations, the Client states, in full accordance with Art. 1341 of the civil code, that he/she fully accepts and specifically approves the clauses at Articles:

Article 3.2 (Booking and accessing the vehicle); Article 5.1 (Rules of conduct for vehicle use); Article 5.5 (End of rental procedure); Article 5.6 (Cleaning the vehicle and found items); Article 8 (Accidents).



## VEHICLE SHARING REGULATIONS

(Valid and binding as of 27 February 2023)

### 1. Introduction to the Service

Enjoy Vehicle Sharing is a service of rental of vehicles (the "Service") offered to registered clients (the "Clients") by Eni Sustainable Mobility S.p.A. having a sole shareholder, with registered head office in Viale Giorgio Ribotta no. 51 – 00144 Rome, Tax Identification No., VAT no. and Companies House of Rome Register No. 11403240960, R.E.A. Rome 1676444, subject to direction and coordination by Eni S.p.A (the "Contract Holder"), at the conditions disciplined by the General Terms and Conditions and by these Regulations.

The Client can search the vehicle through one of two existing channels: the [enjoy.eni.com](http://enjoy.eni.com) website or a mobile application to be downloaded on Apple Store, Google Play or HUAWEI App Gallery ("App" or "Enjoy App") smartphone with compatible operating system, as stated in the website [enjoy.eni.com](http://enjoy.eni.com).

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### 2. Registration

Only natural persons may register with the Service, and the registration takes place via App after that the following takes place:

1. The prospective client has completed all mandatory fields, including those relating to his/her tax data (eg. Individual VAT number, Fiscal Code/National Insurance number, tax domicile) in case the prospective client intends to register to the Service as a professional;
2. The prospective client has read and accepted these Regulations and has read and accepted the General Terms and Conditions and the list of burdensome provisions;
3. The prospective client has confirmed having read the Privacy Policy and has authorised the use of his/her personal data by the Contract Holder for the purposes of the Service;
4. The prospective client has used, upon registering with the Service, and will use, throughout the duration of the same, an e-mail address and mobile telephone number for mobile and personal communication services, which are valid and ascribable to the same;
5. If requested by the Contract Holder, the prospective client has correctly uploaded, as instructed by the App, the (front and back) pictures of his/her valid and non-expired ID document, and has correctly provided his/her corresponding data, which have been checked and validated by the Contract Holder or other party appointed for the purpose;
6. The prospective client has correctly uploaded, as instructed by the App, the (front and back) pictures of his/her Driving Licence and, if necessary, of his/her international driving licence or certified translation of his/her Foreign Driving Licence, and has correctly provided his/her corresponding data, which have been checked and validated by the Contract Holder or other party appointed for the purpose. The Italian Driving Licence data are also checked and validated by the Italian Motor Vehicle Department (Motorizzazione Civile);



7. The prospective client has correctly uploaded, as instructed by the App, a photo of his/her face from which he/she can be clearly identified, which has been checked and validated by the Contract Holder or other party appointed for the purpose;
8. The prospective client has correctly provided details relating to the selected method of payment to pay for the Service, and the details have been checked and approved through the payment platform even – if necessary – through the 3D Secure service handled by the payment services provider (Issuer). When the Service is enabled only by means of Vouchers and no other valid method of payment is registered, the prospective client shall ensure that the overall value of the Vouchers uploaded in his profile is equal to or higher than the Enabling Minimum Threshold set out in the Tariff annex to the General Conditions of Contract.

The prospective client undertakes to comply with and perform in good faith and in a safe and prudent manner his/her commitments as accepted upon registering with the Service and as stated in the Regulations and General Terms and Conditions for each Rental and as long as he/she is a Client of the Service.

Only Clients may use the Service.

## **2.1 Registration process**

Mandatory information for registration includes:

- a) Data to access the secure area of the website and App: e-mail and password without prejudice to the possibility of registering and accessing the Service via social log-in or using the login credentials related to the Eni Live application, as provided for by the General Terms and Conditions;
- b) Country of issue of the Driving Licence;
- c) Personal and ID data and, in case the Client registers as a professional, fiscal data (eg. Individual VAT number, Fiscal Code/National Insurance number and fiscal domicile);
- d) Mobile telephone number for mobile and personal communication services;
- e) Only if expressly requested by the Contract Holder during the enrolment phase, data and pictures of a valid and non-expired ID document;
- f) Data and pictures of the Driving Licence and, if necessary, of the international driving licence or certified translation of the Foreign Driving Licence, valid and not expired;
- g) Picture of the prospective client's face from which he/she is clearly recognisable;
- h) Details of the payment method for the payment of amounts relating to or in any case linked to the Service, also by means of selection of a method of payment among those previously registered on the Eni Live application and viewable, for transferring purposes, also on the App, or the uploading of Voucher having an overall value equal to or higher than the Enabling Minimum Threshold.

If applicable, the Client can also complete any optional fields on promotions and/or agreements and/or dedicated offers. In that case, the right to enjoy the corresponding benefits shall be subject to the Contract Holder's check of the data entered and the actual Client's entitlement to the benefits at issue.

To register and use the Service, the prospective client must, among other things, expressly consent to the geolocation of vehicles and to the collection of data on vehicle circulation.

If no irregularities emerge in the registration process with the Service from the prospective Client, the Contract Holder sends an acceptance e-mail to the Client, to which the contractual documents and unique and personal PIN number to use the vehicles, which must be entered into the Enjoy App, are attached.

The PIN is strictly personal and cannot be transferred to third parties.

Failure to comply with this duty of retaining and non-transferring the PIN shall be sanctioned under the



## General Terms and Conditions.

If a Client loses his/her PIN or suspects that others are using his/her PIN, he/she must contact the Enjoy Customer Services immediately.

The fields that the Client completed upon registration or transferred by the Eni Live application are saved in his/her Client profile. Using its credentials, the Client can access and make changes to his/her profile at any time via App. Moreover, from his/her profile, the Client can also access information on uses, including but not limited to history of services used, invoices, any vouchers for using the Service ("Vouchers").

### 3. Find and access the vehicles

#### 3.1 Finding a vehicle

All vehicles are geo-localized through GPS signal and are traced by the Contract Holder at any time for reasons of security and proper execution of the Service, even when in use by the Client.

The free vehicles are located in permitted car parks on public land or in car parks made available by the Contract Holder within the service coverage area where the Service is active. ,

Service Coverage Area shall mean the geographical area within the city where the Rental is started, where start and end of Rental procedures may be carried out. Within each city where the Service is available, the Contract Holder reserves the right to define different Service Coverage Areas depending on the type of vehicle being rented (e.g. different Service Coverage Areas for heat engine and electric vehicles, etc.). Each Coverage Area is clearly identified on the map accessible via the website and App ("**Service Coverage Area**"). Any reference in the General Contractual Terms and Conditions and/or in these Rules to the Service Coverage Area shall be understood to refer to the area of coverage within the city in which the Rental is started which is applicable to the specific type of vehicle rented (e.g. the correct end of Rental shall take place within the Service Coverage Area associated to the type of vehicle the Client has rented, or else the Rental may not be validly concluded with the consequent application of additional charges to the Client).

The Client can find all available vehicles using:

- a) Website;
- b) the Enjoy App.

From the website or the Enjoy App the Client can view the map of the closest vehicles available to where he/she is currently located or another indicated address.

#### 3.2 Booking and accessing the vehicle

Once the required free vehicle has been identified, the Client is able to book it. The booking can be made through the Enjoy App.

Once the vehicle has been booked, the Contract Holder notifies the Client with details of the booked vehicle. The maximum duration of the booking, whether there is a free period, and the rates for additional booking minutes ("Additional Booking Minutes") are set out in the Rates Annex attached to the General Terms and Conditions. It is understood that the "Additional Booking Minutes" will be charged even if the booking is cancelled or the maximum booking period is exceeded.

If the Client has selected the Per "Minute" rate, the fixed cost indicated in the Rates Annex which accrues when the vehicle doors are unlocked, will be charged regardless of whether the vehicle has actually been moved or not and regardless of the total duration of the rental.

If the Client chose a "Prepaid" rate and the booking is cancelled or the maximum booking period is exceeded, any charges made at the time of booking will be reimbursed, except any applicable "Additional Booking Minutes" fee.



If the Client decides to cancel the booking or if the maximum booking period expires without the Client beginning the Rental through unlocking the doors, the vehicle is once again made available and can be booked by other Clients. The Client cannot book the same vehicle for 120 minutes from expiry or cancellation of the previous booking.

The Client must book a vehicle only when he/she intends to use it within the maximum booking time permitted. The Contract Holder reserves the right to verify the improper use of vehicle bookings by the Client. If this happens, the Contact Holder may suspend the Client from the Service, or terminate the Contract because of violation by the Client of the principles of correctness and trust in using the Service.

After having reached the booked vehicle, the Client will use the App to unlock the doors and start the Rental. When booking XEV YOYO electric vehicles for the first time, the Client will be displayed an in-App video that illustrates the operating procedure for using the vehicle. The Customer must view the video in full. In order to proceed with the Rental, the Client must confirm that he/she has read the video.

### **3.3 Immediate use of the vehicle**

The Client may also use a free vehicle identified directly on the road; four indicator lights on the windscreen show the status of use:

- a) Red – busy
- b) Yellow – booked
- c) Green – free
- d) Flashing red – out of service

Furthermore, every vehicle has an identification number on the windscreen.

Only for available vehicles (Green light), the Client has the option of using the vehicle immediately: the Client may unlock the doors unlock and the Rental can begin.

### **3.4 Start of Rental**

Both when booking and accessing the vehicle and in the case of immediate use of the vehicle, from the moment the doors are unlocked and the light on the windscreen changes to red ("busy"), the vehicle Rental comes into effect and is governed by these Regulations, the General Terms and Conditions and the applicable Italian civil law.

After unlocking, the doors lock again automatically after a pre-set time of up to 1 minute. If the Client has not accessed the vehicle before the automatic locking of the doors, the door unlocking procedure must be repeated and if the Rental is not going to be started, the end Rental procedure as indicated in Section 5.5. must be carried out.

## **4 Picking up the vehicle**

When the vehicle is picked up, the Client is to check the vehicle for any clear signs of damage (including but not limited to: damage to the bodywork, wheels, interior, unusual vehicle noises, fault-warning lights, as stated in the manufacturers' operating manual stored in the vehicles, etc.).

After having entered the vehicle, the Client must enter his/her own personal PIN into the Enjoy App. After having entered the PIN and before starting the engine, the Client has to answer questions which appear on the Enjoy App relating to the state of the vehicle.

If the vehicle is not suitable for use, the Client may decide to report the faults detected using the Enjoy App. In general and when necessary, the Client can contact Enjoy Customer Service directly for assistance and any other notifications using the Enjoy App.

## **5 Use**

### **5.1 Rules of conduct for vehicle use**





- a) For each Rental, the Client undertakes to comply fully with indications provided in the General Conditions of Contract and these Regulations;
- b) The vehicles are to be used in the manner and within the limits established by the Regulations, the General Conditions of Contract, applicable civil law and any prescriptions received from the Contract Holder at the time of the booking and/or during vehicle use;
- c) Only Clients registered with the Service and in possession of a valid driving license in accordance with indications in the General Conditions of Contract can use the vehicles;
- d) The Contract Holder must be notified of any changes to the status of the driving license such as withdrawal, suspension, no more points or expiry, loss, etc.
- e) The vehicle may only be driven by the Client registered with the Service whose name appears on the current booking. It is strictly prohibited to allow third parties to drive the vehicle, even if the third party is another Client. The Client will be charged the Penalty set forth in the Penalties Annex, without prejudice to further damages for each infraction;
- f) The vehicle is to be driven in full compliance with the Highway Code, the Civil Code, the Penal Code and in general with maximum diligence;
- g) At the time of each and every Rental, the Client must be fully in charge of his/her mental faculties and must not have taken any type of drug, alcohol or medication which could, even potentially, limit the Client's ability to drive.
- h) In general, the vehicles are not permitted access to areas which are prohibited to transport vehicles (e.g. pedestrian areas);
- i) Any financial penalties for violation of the legal rules relating to the movement of vehicles (Highway Code, municipal regulations, failure to pay tolls and parking) received by the Contract Holder will be charged to the Client, together with the Penalty set forth in the Penalties Annex, without prejudice to further damages. The Customer undertakes to pay the fines and Penalty as requested;
- j) All fines will be applied, following a new notification of the penalty statement by the competent authorities, to the Client who at the time of the infraction was using the vehicle or whose behavior in the use and release of the vehicle resulted in the imposition of the sanction;
- k) Smoking in the vehicle is strictly prohibited. The Client who last used the vehicle will be charged for the interior's clean-up if this ban is not fully observed and, at the Contract Holder discretion, the Penalty set forth in the Penalties Annex, without prejudice to further damages;
- l) Vehicles may not be parked in private areas other than those expressly reserved for Service's vehicles;
- m) free use of "Access to reserved areas included in the Rental", as stated in the Annex Rates of the General Conditions is granted only in the City where the Rental started ("City of Rental Start");
- n) (short and long-term) parking in the "Car parks free of charge permitted in addition to free car parks", as stated in the Annex Rates of the General Conditions, is allowed only in the City of Rental Start.

## **5.2 Procedure for vehicle use**

The Client can start the engine after having answered the questions relating to the state of the vehicle using the Enjoy App. The ignition key is kept in the vehicle inside an appropriately marked storage compartment. Once the vehicle has been parked and the engine has been switched off, the Enjoy App will ask if the Client wishes to end the Rental or "Park" the vehicle. If the Client does not select "end rental", he/she will continue to maintain use of the vehicle. In this case, the Client must use the key provided to lock the vehicle. To access the vehicle again the Client will use the key supplied and will enter the PIN code once again into the Enjoy App.

## **5.3 Refueling/Electric Recharge**

The Contract Holder reserves the right to activate the Refueling/Electric Recharging service, for certain vehicles and/or in certain municipalities, to allow Clients to refuel/electrically charge the Enjoy vehicle directly during the rental period.



For heat engine vehicles: the Client must carry out Refueling only after having completed at least one prior rental for an amount exceeding 10 € and exclusively at the authorized Eni/Agip Service Stations (specifically marked in the Enjoy App) and follow the instructions provided by the App.

As provided below, the Client must:

- a) check, during the booking process, whether it is possible to carry out Refueling using the yellow refueling icon next to the vehicle's red icon on the App's map;
- b) go to one of the authorized Eni/Agip Service Stations marked with a special icon on the App's map;
- c) stop the car in front of one of the IPERSELF self-service fuel dispensers;
- d) switch off the engine without ending the Rental;
- e) while still inside the vehicle, run the following operations on the App:
  - press the yellow button represented by the pump symbol;
  - confirm Refueling with the appropriate App button;
  - select the pump (in the App) to use for Refueling by checking that it is the one nearest to the vehicle;
  - confirm the start of Refueling with the appropriate App button;
- f) after having received Refueling confirmation, choose the Unleaded Petrol pump nozzle (not Blue Super +);
- g) refuel until the tank is "full" by waiting until the pump automatically stops the flow of petrol;
- h) make sure the fuel flow has stopped by squeezing the nozzle trigger a number of times;
- i) properly replace the pump nozzle and close the fuel cap correctly;
- l) continue with the Rental by pressing the appropriate button in the App and then free up the refueling area as soon as possible.

At the end of Refueling the Enjoy system will check that the Client has carried out the Refueling operations correctly.

If the check shows that it was done correctly, the Contract Holder will credit the Client with a €5 voucher that can be used within 90 days from when it was credited in the App.

It remains understood that all the Refueling operations, including any exceptions and/or anomalies, are appropriately reported and described by the App.

Refueling carried out using the Client's own methods of payment, and therefore in any way other than that laid down, will not allow the Client to be reimbursed for the cost.

For further details the Client must consult the "Refueling procedure" available on the website [enjoy.eni.com](https://enjoy.eni.com).

For electrically powered vehicles: the Client is not permitted to recharge XEV YOYO electric vehicles independently, either by battery swapping or by recharging it via a cable linked to an electricity column and/or household socket. In the event of violation, the Client shall be subject to the Penalty set forth in the Penalties Annex, without prejudice to further damages.

During Rental, the Client may at any time check the battery level on the display inside the vehicle. When the battery level reaches 30%, the Client will be notified by a voice message inside the vehicle that the vehicle's autonomy is low and that the Rental must be terminated. When the battery level further decreases to 20% (or lower) the vehicle power is progressively reduced and consequently the vehicle performance will be reduced. In the event that the Client fails to terminate the Rental before the vehicle's battery level reaches less than 20%, the Client will be subject to the relevant Penalty set forth in the Penalties Annex, without prejudice to further damages.

#### 5.4 Parking

- a) The map in the Enjoy App indicates if the vehicle is inside or outside the Service Coverage Area;
- b) The Client is not permitted to end the vehicle Rental outside the Service Coverage, excluding private car parks made available by the Contract Holder for each specific city, also adjacent to the Service Coverage Area;
- c) The Client may not leave the Rental active in Enjoy reserved parking areas which require payment, but may only start or end a Rental.



- d) Furthermore, the Client may not end the vehicle Rental if in an area where the GPS signal and/or GSM signal cannot be detected, even if inside a Service Coverage Area. In this case, the Enjoy App will notify the Client of the need to move the vehicle to an area with better signal reception;
- e) The permitted car parks depend on the city in which the Service is supplied and are described in the Official Rate plan attached to the General Terms and Conditions; they are also published on the website;
- f) The Client may not end the vehicle Rental in private or company car parks unless the car parks are expressly marked as car park reserved for Service vehicles for the specific city where the Service is active. In all Service car parks, both free car parks and those requiring payment, vehicles must be parked in dedicated bays, marked by color and/or identification symbols and indicated on the website and App. If all bays reserved for Service vehicles are already taken, the Client is not permitted to leave the vehicle in any other bay.

In the car parks reserved for the Service, both free car parks and those requiring payment, the Client is not permitted to:

- i. unload and deposit objects of any kind with particular reference to flammable goods;
- ii. refuel/electric recharging, carry out repairs, change the oil, charge the batteries, accumulators, etc. and in general carry out any maintenance intervention or wash the vehicle;
- iii. park vehicles with leaks from the tanks or other faults which could damage the area and the road surface;
- iv. behave in any way which could result in potential hazards or damage to persons, objects or the environment.

In any case, the Client must follow the instructions given by the car park manager.

The Client may only park the vehicle where permitted by the Highway Code. It is not permitted to park the vehicle in reserved bays including but not limited to parking spaces reserved for disabled drivers, the police, loading/unloading of goods and of drugs, taxis, diplomatic corps or other institutions.

## **5.5 End of rental procedure**

After having parked the vehicle in the permitted areas inside the Service Coverage Area, the Client has the possibility of ending the vehicle Rental by selecting the option "end rental" on the Enjoy App.

The Client may not end the vehicle Rental outside of the Service Coverage Area or outside the permitted spaces. Failure to observe these obligations will result in the application of a Penalty set forth in the Penalties Annex, without prejudice to further damages.

The Client must also ensure that:

- a) All windows and doors are closed;
- b) The parking brake is engaged;
- c) The radio, where available, and courtesy lights are switched off;
- d) The ignition key is put back in its original position inside the designated storage compartments inside the vehicle;
- e) All documents, manuals and accessories are in order and in their original position;
- f) The vehicle is clean and free of waste;
- g) In case of a XEV YOYO electric vehicle, the gear knob is correctly set to the "OFF" position;
- h) vehicles are not parked near or adjacent to combustibles or other potential sources of fire (e.g. paper, dry grass).

Failure to observe these obligations will result in the application of the Penalty set forth in the Penalties Annex, without prejudice to further damages.

Once "end rental" has been selected, the doors lock automatically after the last door has been closed.

Before moving away from the vehicle, the Client must make sure that the indicator light on the windscreen is yellow (or green). If the indicator light is not yellow or green, the vehicle will remain in the Rental state for that Client.



At the end of every Rental, the Client receives an email notification containing a summary of the vehicle use, such as: minutes of Rental, total kilometers travelled, any vouchers used, total amount charged.

In the event of any anomaly during the End Rental procedure or if the email communications mentioned above is not received, the Client is to contact the Enjoy Customer Service immediately.

## **5.6 Cleaning the vehicle and found items**

The Client must leave the used vehicle clean. The Contract Holder reserves the right to charge the last Client who used the vehicle the Penalty set forth in the Penalties Annex, without prejudice to further damages for any unscheduled cleaning interventions.

The Enjoy Customer Service department is to be notified of any items found in the vehicle. It will provide all indications necessary to recover these items by the Contract Holder.

## **6 Rates, payment and billing**

### **6.1 Rates**

The Client states that he/she is fully aware of the rates governed by the General Conditions of Contract and the rate Annex attached to the General Terms and Conditions which is also published on the Enjoy website and available on App.

### **6.2 Payment**

The normal payment method allowed by the Service also for Penalties and deductibles will be the credit card or pre-paid credit card (when allowed) registered by the Client in his/her profile during registration. Except for Rentals at daily tariff or amounts being pre-charged by the Contract Holder, the amount due for the Rental is charged at the end of the Rental. The Client has the possibility to upload more than one means of payment linked to his/her profile in the App, selecting the one that, among the registered ones, will be the default payment method for the charging of any amounts due to the Contract Holder, including Penalties and deductibles. In any case, the Client has the right to change the default payment method during the payment process. Among the payment methods, the Client may enable and use the Service by uploading to his profile only Vouchers with a value equal to or greater than the minimum threshold established in the Rates annex ("Enabling Minimum Threshold"). In the case where one or more Vouchers are uploaded in the Client's profile, any amounts due to the Contract Holder by the Client, except for those expressly excluded (Penalties), will be automatically and primarily charged to the Vouchers, regardless of the default method of payment selected by the Client. Without prejudice to the General Terms and Conditions in relation to the debiting of any amounts on the Client's method of payment, in the event that the default or chosen payment method is insufficient, the amounts due shall be debited automatically to one of the other methods of payment available on the App, until payment is made in full. General Condition of Contract shall apply in case of late payments to the Contract Holder or when the overall value of the Vouchers in the Client's profile is lower than the Enabling Minimum Threshold. If a Rental is extended and/or is outside the Service Coverage Area, the Contract Holder reserves the right to periodically charge the total amount accrued and/or debit in advance sums determined according to the indications in the General Conditions of Contract, net of any rates or costs already pre-charged before or at the beginning of the Rental.

When the amount due for the Rental is charged, both at the end of the Rental and during the Rental (with the exception of any charges "Outside the Service Coverage Area"), the system automatically calculates the total amount to be charged discounting any Vouchers or other credits the Client may have.

### **6.3 Invoicing**

The monthly invoice will show the debits and/or credits carried out during the month, specifying the use and any additional costs (for example, Penalties).

The invoice will be issued in electronic format and can be downloaded from the Client's profile.



## 7 Vehicle faults

### **a) Vehicle fault or breakdown, with the vehicle parked in one of the reserved bays where the end Rental procedure is permitted under section 5.4:**

The Client must call Enjoy Customer Service to describe the problem and provide the exact address at which the vehicle is parked.

After exiting the vehicle and completing the End of Rental procedure, the Client is not required to stay with the vehicle.

### **b) Vehicle fault or breakdown, during use outside the Service Coverage Area or with the vehicle parked outside one of the reserved bays where the end Rental procedure is not permitted under section 5.4:**

- a) The Client must call Enjoy Customer Service to describe the problem and provide the exact address at which the vehicle is located. A service operator will be sent to that location. The Client is to remain with the vehicle until the operator arrives.
- b) If the vehicle has broken down more than 50 km from the Service Coverage Area and the repair intervention takes longer than 24 hours, the Client and any passengers on board (for a maximum number of persons corresponding to the approved number of seats) may return to their original location or continue their journey by train or plane (economy class) for an amount up to €250 (VAT not included) per event, regardless of the number of passengers to be paid by the Contract Holder, taking into account any regulatory restrictions in force. If the Client continues the journey and one or more than one overnight stop is required, the Contract Holder will pay for accommodation and breakfast, up to €400 (VAT not included), for a maximum of three nights, disregarding the actual number of passengers and taking into account any regulatory restrictions in force.

## 8 Accidents

If the vehicle is involved in an accident, the Client must call Enjoy Customer Service immediately to describe the type of accident and damage to the vehicle and provide the exact address at which the vehicle is located. Enjoy's Customer Services may send an operator to the location. In this case, and as long as the Client does not require medical attention, the Client must remain with the vehicle until the operator arrives.

The Client must follow all instructions received by phone from Enjoy Customer Service and/or the operator who arrives. Failure to respect these instructions as well as failure or delayed submission of the following documents, may result in the application of the Penalties set forth in the Penalties Annex, without prejudice to further damages.

The Client must hand over to the operator any Accident Report Form filled out when the accident occurred and/or any reports issued by intervening authorities (traffic police, local police and any other competent bodies, etc.). If the operator is not able to intervene, the Client must send the Accident Report Form, which must be correctly completed even if there are no other vehicles or third parties involved in the accident (e.g. in the event of an accident without a counterparty), and/or any additional reports issued within 5 calendar days from the accident by one of the following options:

- iii. sending an email to [servizioclienti@enjoy.eni.com](mailto:servizioclienti@enjoy.eni.com)
- iv. uploading the picture of the reports on the App through the available functionality.

If the operator is not able to intervene, notwithstanding the above, the Client will have to leave the Accident Report Form, duly filled-in as stated above, and any other reports in the storage compartment inside the vehicle.

If the vehicle can no longer be driven and is outside the Service Coverage Area, the Client can make use of the service described in section 7.b.b).

If the vehicle can still be driven and if the Client wishes to drive, under his/her own responsibility, the Client may reach his/her destination where he/she can request explicit authorization from the Enjoy's Customer Services to continue to use the vehicle.



## **9 Theft of the vehicle, Robbery and Acts of Vandalism**

In the event of theft of the vehicle, robbery or acts of vandalism while the vehicle is being used by the Client, the Client must contact the Enjoy Customer Service immediately, notifying them of the vehicle's location and describing what happened.

Enjoy Customer Service may send an operator. In this case, the Client must remain with the vehicle until the operator arrives. With the assistance of the operator, the Client must go to the competent authorities to report the incident. The Client is free to go after having reported the incident and supplied all the necessary documentation and information requested by the operator.

If an operator cannot be sent to where the Client is located, the Client must independently follow all the indications provided by the General Terms and Conditions.

If the vehicle is outside the Service Coverage Area, the Client can make use of the service described in section 7.b.b).

In general, all indications regarding the possible theft, acts of vandalism or unlawful behavior regarding vehicles not used by the Client are appreciated. In such case, the Client may contact Enjoy Customer Service for these types of notifications and is not required to remain with the vehicle in question.

## **10 Accessories made available by the Contract Holder**

On all or some vehicles of the Service, the Contract Holder may provide accessories for the Client to use including, but not limited to, car seats for children, mobile phone battery chargers, snow chains, etc. (Accessories). If the Client decides to use the Accessories, he/she does so under his/her own responsibility and in strict accordance with instructions on the proper use of the accessories.

These instructions will be provided by the Manager via specific communications and/or designated brochures in vehicles where the accessories are available. If the Client notes any operating faults, or that the Accessory is dirty or cannot be fitted or used, and subsequently is not fit for use, the Contract Holder is to be notified immediately via the Enjoy Customer Service.

After having read these Regulations, the Client states, in full accordance with Art. 1341 of the civil code, that he/she fully accepts and specifically approves the clauses at Articles:

Article 3.2 (Booking and accessing the vehicle); Article 5.1 (Rules of conduct for vehicle use); Article 5.5 (End of rental procedure); Article 5.6 (Cleaning the vehicle and found items); Article 8 (Accidents).