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GENERAL CONDITIONS OF CONTRACT FOR VEHICLE SHARING

Article 1 – Subject

1. The acceptance of this proposed contract ("**Contract**" or "**General Conditions of Contract**") by Eni SpA with registered head office in Piazzale Enrico Mattei no. 1 - 00144, Rome, Tax Identification No. 00484960588 and VAT No. 00905811006 ("**Contract Holder**"), is a prerequisite for inclusion of the proposing party in the list of clients ("**Client List or individually Client**") of the Enjoy Vehicle Sharing service ("**Service**") and for using it, for every vehicle rental and in accordance with the provisions of this Contract, the Enjoy Vehicle Sharing Regulations and its annexes ("**Regulations**") and the Italian Civil Code.

2. The Client may formulate the contract proposal by entering all the details required in the electronic form ("**Form**") available on the website and the App of the Contract Holder ("App" o "App Enjoy") and selecting the designated key for registering with the Service, without the need to physically sign a hardcopy of the proposal. By selecting the aforementioned key, the Client is considered to be signing ("**Signing**"), to the effects of this Contract.

The proposal is valid for 45 days from the date on which it is formulated. The Contract is finalized when the Client receives confirmation of acceptance by the Contract Holder. The Client will be notified of the aforementioned acceptance via e-mail within 45 days from Signing the Form.

3. The Client can exercise the right of withdrawal, without any penalty and without giving any reason, by written notice to be sent to the Contract Holder, as outlined below, according to the methods specified below in Article 5, subsection 2. The addresses to which the notification regarding any reconsideration is to be sent are indicated in Art. 23 below.

The Client may exert his right to reconsider by withdrawing the proposal during the period of its validity and before receipt of the notice of acceptance by the Contract Holder or by receding from the Contract within fourteen working days following the date of receipt of the notification of acceptance of the proposal by the Contract Holder.

Article 2 - Ban on replacement

1. The Client may never allow others to replace him, even temporarily, in exercising the rights which originate from the Service and the individual Rental.

Article 3 - Service Regulations

1. The Client has the right to book and rent vehicles belonging to the Contract Holder, accessing them in the designated areas reserved according to the indications provided in the Regulations and Contract.

2. The vehicles in this Service are accessed through the methods for use governed by the Regulations.



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3. Each individual rental is considered finalized by the Client when the Client initiates the procedure for vehicle use and ends when the Client correctly concludes the procedure to end the Rental in the same city in which the procedure for use was started as described and regulated in the Regulations ("**Rental**").

4. For each Vehicle rental and for the entire period in which the Client is a Client of the Service, the Client must adhere to and observe the provisions of this Contract and the Regulations which, together with the annexes, the Client states to have read and, therefore, to have full knowledge of, and which make up an integral and substantive part of the Contract and are hereby referred to in their entirety.

5. At any time, the Contract Holder reserves the right to amend, supplement, modify and/or discontinue one or more of the components, functions or characteristics of the Service, and update, supplement or modify, for just reasons (by way of example, modifications of a legislative/regulatory nature, ensuing requirements of a financial/technical nature, etc.) the provisions of the Regulation and/or the Contract, publishing the provisions on the website enjoy.eni.com and by notifying the Client directly at the email address provided by the Client during registration in the Client List.

The modifications will take effect from the moment in which the Client receives the relevant notification. If, on the other hand, the modifications to the Service, Regulations and/or the Contract are essential (by way of example, the introduction of new penalties, substantial modifications to the vehicle rental methods, etc.) they will apply 30 (thirty) days after the moment in which the Contract Holder has notified the Client in writing, in the above-described methods, unless legal regulations or administrative provisions impose or imply an earlier application date. In the event of disagreement, the Client may withdraw from the contract without charge, following the methods outlined in Article 5 subsection 2 below, within and no later than 5 (five) calendar days before the moment in which the modifications would otherwise have become applicable. In this case, the withdrawal will become effective at 24:00 on the day before that on which the modifications would otherwise apply.

6. The continued use of the Service after the modifications have entered into force will constitute the implicit acceptance of the same by the Client.

Article 4 - Requirements for joining the Service

1. The Contract Holder reserves the right to deny subscription to the Service on the basis of a final decision on the solvency of the prospective Client, or on any previous experience of incorrect behaviour towards the Contract Holder to which the proposed contract is addressed or with any other contract holder working in the Vehicle Sharing sector. It is understood that membership is permitted to those over 18 years of age, in possession of a valid driving licence for at least one year allowing the driving of motor vehicles ("**Licence**") issued in Italy ("**Italian Licence**") or in one of the foreign states indicated in the "Annex Foreign States" ("**Foreign Licence**"). When a Client signs up to the Service and during the entire term of the Contract, the Client must have a valid Driving Licence, which has not been suspended, withdrawn or is otherwise no longer available, on the basis of provisions by the Authorities or regulatory provisions, to entitle the Client to drive.

The Client will immediately notify the Contract Holder should the licence be withdrawn, suspended, revoked, lost, etc. This notification is to be sent to the Contract Holder by e-mail to the address indicated in Art. 23. Following this notification, the Contract Holder will immediately suspend the Client from the Service and will evaluate the possibility of terminating this Contract and deleting the Client from the Client List.

If the aforementioned provisions have been revoked or annulled, the Client may access the Service by making a new request for membership if the Contract Holder has declared that the Contract has been



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rescinded. However, if the Service has been suspended, the Client may request reactivation by writing to the e-mail address indicated in Art. 23, attaching documentary evidence that the Licence has been reinstated following its withdrawal or suspension, etc.

2. On accepting the Contract proposal, and after having verified the conditions as indicated in section 4.1 above, the Contract Holder will register the Client in the Client List and will assign the Client a personal identification code ("**PIN**").

3. If the Client violates even one of the obligations indicated in section 1 of this Art. 4, the Contract Holder may declare the Contract terminated, under Art. 18 of the Contract.

Article 5 - Duration and Termination

1. Registration in the Client List is considered finalized from the date of the e-mail sent by the Contract Holder notifying registration in the Client List.

2. The Client may withdraw from this Contract, by notifying the Contract Holder thirty days in advance by:

- i. functionality available on the Enjoy App;
- ii. email communication to servizioclienti@enjoy.eni.com (using the same email address used for the registration to the service);
- iii. Certified e-mail (PEC) at the address to be found in Article 23;

without prejudice to the payment of any amount owing for use of the Service through vehicle Rental also during the thirty day period of advance notification.

3. The Contract Holder may withdraw from the relationship with the Client at any time, by notifying the Client 60 days in advance, sending a registered letter with return receipt or by certified e-mail (PEC), sent to the addresses provided by the Client during registration in the Client List.

4. On withdrawal by either party, or on termination of this Contract as a matter of law, the Client will no longer be considered as such, the PIN will be deactivated and the Contract and the and any relationship resulting from and connected to the Service will cease to be in effect.

5. The Contract Holder may suspend the Client's right to the Service. The Contract Holder may exercise this right if the Client breaches the obligations arising from the Contract. Suspension is not an alternative to the Contract Holder's right to make use of the express termination clause, where applicable, in the event of a serious breach by the Client as indicated in Art. 19. Preventive suspension of the Service does not in any way imply a waiver by the Contract Holder to make use of termination for breach by the Client or withdrawal.

Article 6 - Vehicle use

1. For each individual Rental, the vehicles must be used in full compliance with the provisions of this Contract and the Regulations.



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2. In particular, the vehicle is to be driven in full compliance with the Highway Code and related regulations and, in general, in a safe and prudent manner, without tampering with any part of the vehicle is to.

3. The vehicle may only be driven by the Client and no third party, not even if the Client is present, may drive the vehicle unless in a situation of force majeure.

4. Unless expressly authorized by the Contract Holder, the vehicles of this Service may not be driven or taken out of Italy. Special conditions, related to Client responsibility, for the use of the vehicles of this service in other EU states may be governed by the Regulations.

5. The Client undertakes to drive the vehicles carefully and prudently (Article 1176 of the civil code) adhering strictly to the Highway Code.

6. The vehicles must be used in compliance with legal provisions in full respect of the Highway Code and on the basis of specific use as indicated in the vehicle registration certificate. In particular, the Contract Holder is relieved of any civil or criminal responsibility for any infractions, impounding or other responsibilities connected to the use and conditions of the vehicles due to actions and faults of the Client.

6.1 The vehicles may not be used:

- i. to transport goods or persons in conflict with laws and regulations in force in the place where the vehicle is driven;
- ii. to transport weapons, explosives, radio-active, bacteriological and similar material;
- iii. to transport dangerous, flammable, toxic or similar substances;
- iv. to push and/or tow other vehicles;
- v. to transport goods and/or persons exceeding the amount/number indicated in the vehicle registration certificate and use and maintenance manual;
- vi. to transport animals;
- vii. to transport persons for payment and for competition of any kind.
- viii. The Client must not destroy, alter, copy or make copies of the vehicle registration document, vehicle keys and fuel card that might be in the vehicle.

7. Without prejudice to the application of Penalties, in the case of breach or irregular fulfilment by the Client of the obligations indicated in this article, and in particular in the case of Client carelessness, fault, negligence and malpractice, the Client will be liable to the Contact Holder for damages attributable to him and must pay the corresponding compensation. If damages are repaid - in whole or in part - by Third Parties, the Client undertakes to compensate only the share of the damages not compensated by the Third Party.

8. If the Client violates, even one of the obligations indicated in this Article, the Contract Holder may declare the Contract terminated, under Art. 18 of the Contract.

Article 7 - Permission to drive

1. The Client must be in possession of a Driving Licence, for at least one year: the licence must be valid and not suspended, withdrawn or revoked when the Service is joined and for the entire duration of the Service.

2. The Client must be and remain, for the entire duration of the Service, in possession of the Driving Licence for the category of vehicle which is to be used.



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3. If the Licence is suspended or withdrawn, access to the Service by the interested party will automatically be suspended, without prejudice to the right of the Contract Holder to terminate this Contract.

4. If the Client is in possession of a Driving Licence issued by one of the foreign states indicated in the Annex "Foreign States", on registration to the Service, the Client must also be in possession of a copy of an international driving licence or certified translation of the licence. The validity and effectiveness of these documents must cover the entire period of registration to the Service.

5. Each time the vehicle is used, the Contract Holder reserves the right to verify compliance with the requirements as indicated in the previous sections.

6. If the Client violates even one of the obligations indicated in sections 1, 2, 3 and 4 of this Article, the Contract Holder may declare the Contract terminated, under Art. 18 of the Contract.

Article 8 – Rates

1. The Service has different rate types as follows:

1.1. Per "Minute" rate

This is calculated on the basis of the time of each individual rental and includes all costs connected to normal vehicle use (e.g. fuel, insurance, etc.) within a maximum limit of kilometres for use above which the per Kilometre rate is added.

Partially used minutes are rounded up to 60 seconds as of the 31st second.

Any accesses to reserved areas included in the Rental are described in the "Annex Rates".

The total overall amount applied to the Client for up to 24 consecutive hours of Rental is set out by the "Maximum Daily Rate" (described in the "Annex Rates"). In any case, the "Maximum daily rate" does not include the per "Kilometre" rate which can be applied in the case described in section 1.3 below.

Once the Rental has begun, the Client automatically begins to pay the "Per minute".

1.2 "Prepaid" rate

Applied at the Client's request when choosing the rate; in case of "Prepaid" rate, the amount (described in the "Annex Rates") is charged in advanced, and it includes all costs connected to normal vehicle use (e.g. fuel, insurance, etc.) within a maximum limit of prepaid rental hours, calculated from the moment the doors are unlocked. The "Prepaid" rate also includes a specific limit of kilometres for use above which the per "Kilometre" rate is added. Similarly, if the prepaid rental hours are exceeded, the per "Minute" rate shall apply without free kilometers in addition to those included in the "Prepaid" rate.

The "Prepaid" rate will be charged to the Client in advance when booking the vehicle, using the available voucher credit indicated in section 1.8 below and/or the payment card submitted by the Client. Should the charge fail to go through, the booking will not be confirmed. In the event of the end of rental by the customer before the end of the prepaid rental hours, the customer will not be entitled to any refund, not even partial, of the prepaid sums for the unused rental.

1.3. Per "Kilometre" rate

This is applied for every kilometre travelled after having exceeded the free number of kilometres included with each Rental (as described in the "Annex Rates"). Once the number of free kilometres has been exceeded, the per "Kilometre" rate is added to the "Per minute" rate.

1.4. Rates for "Enjoy reserved parking areas"



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This is applied if the Rental begins or ends in one of the designated bays in the fee-paying car parking bays reserved for Service vehicles indicated in the "Annex Rates" (Enjoy reserved parking areas").

1.5. Rate for "Additional Booking Minutes" applied starting from the 21st minute of the vehicle booking up to the ninetieth minute. Partially used minutes are rounded up to 60 seconds as of the 31st second.

1.6. At the end of every Rental, the total amount is calculated and charged on the basis of the Rate application described above.

1.7 Rates for "Registration of Clients with a Foreign Driving Licence"

This is applied when Service registration is completed by a Client with a foreign Driving Licence.

1.8. Promotions/Agreements

On the basis of promotions by the Contract Holder or specific commercial agreements with third parties, the Client may have a voucher ("Voucher") and/or preferential rates to use of the Service.

The Contract Holder will verify the existence and ongoing status of advantages deriving from these benefits in favour of the Client. These rate-based incentives or Vouchers may have a maximum term of duration depending on the promotion or corresponding agreements.

Furthermore, each Voucher, expressed in Euro, does not constitute an economic payment by the Contract Holder to the Client and cannot be converted into money, but may only be used as payment for the Rental. If at the end of the Rental, the Client has a voucher, this will be used automatically to cover all or part of the payment due by the Client for the Rental.

The illicit use of these benefits by the Client constitutes a serious contractual breach and may result in termination of the Contact under Art. 18.

2. The Contract Holder may update the rates at any time. Any modification to the rates will be published on the website enjoy.eni.com and notification will be sent to the Client to the e-mail address provided by the Client during registration in the Client List. The modifications will apply once 30 (thirty) days have elapsed from the moment in which the Contract Holder advised the Client in writing. In the event of disagreement, the Client may withdraw from the contract without charge, following the procedures outlined in Article 5 subsection 2 above, within and no later than 5 (five) calendar days before the moment in which the modifications would otherwise have become applicable. In this case, the withdrawal will become effective at 24:00 on the day before that on which the modifications would otherwise apply.

Article 9 – Billing and Payments

1. Terms of payment:

1.1 The normal payment method for Clients in possession of an Italian Driving Licence will be a credit card or pre-paid credit card entered by the Client within its profile during registration in the Client List. The total amount due for the Rental and for any Additional Booking Minutes will be charged at the end of the Rental.

1.2 If the Client uses the Additional Booking Minutes (to be charged) without having started the Rental due to expiry of the booking at the end of the ninetieth minute, or due to cancellation between the sixteenth and the ninetieth minute, the related amounts will be charged to the Client on expiry of the ninety minutes of booking or on booking cancellation.



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1.3 If a Rental is extended, the Contract Holder, during the rental period, reserves the right to periodically charge the total amount accrued even if the Rental has not yet terminated. At the end of the Rental, the Client will be charged the remaining accrued amount.

1.4 When the charge is debited, any Vouchers or other credits available to the Client will be compensated.

1.5 Pursuant to the legislation relating to payment services, during the Rental process, the Customer may be required, for fraud prevention purposes, to confirm their identity through the 3D Secure Service, according to the methods established by their payment institution and by the external provider in charge of managing the payment services. The Manager will in no case have visibility and access to the information provided by the Customer.

2. Rental start charges "Outside the Service Coverage Area"

2.1 Outside the Service Coverage Area where the Rental starts, the Contract Holder may charge the Client, by way of advance payment, 50 euros on exceeding the first 25 kilometres travelled from the outer boundary of the Service Coverage Area. After the first advance payment, the subsequent debits will still be of 50 Euros but will be applied every 50 kilometres moving away from the Service Coverage Area up to a maximum advance debit of 300 Euros. If the Contract Holder becomes aware of abnormal vehicle use moving away from the Service Coverage Area, also when the advance payment limit of 300 Euros has been reached, it may continue to apply advance debits to the Client, in the aforementioned manner. Any credit due to the Client, accrued as a result of the advance payments, will be re-credited to the Client at the end of the Rental within the Service Coverage Area where the Rental began if it exceeds the overall cost of the Rental. In any case, the advance payments will be wholly or partly compensated with the final cost of the Rental.

3. If the credit card, or pre-paid card where permitted, registered by the Client is declined and the pre-authorized amount referred to in paragraph 8 below cannot be fully paid, the Contract Holder will notify the Client of the non-payment. The Contract Holder reserves the right to suspend the Client from the Service until any outstanding debts have been paid..

4. In the event of failure to pay or delayed or partial payment, the Client will be charged interest under Legislative Decree 231/2002.

5. With the Rental, the Client is not subject to any time limits for redelivery of the vehicle. However, in the event of non-payment or inability to pay by the Client due to funds no longer being available on the Credit Card or pre-paid credit card provided and accepted during registration, the Contract Holder reserves the right, to oblige the Client to redeliver the vehicle, also through vehicle seizure fully respecting the Client's safety and that of any third parties involved.

In the event of a delay following an explicit reminder from the Contract Holder to redeliver the vehicle, the Client will be charged a Penalty for every hour of delay with the exception of Contract suspension and/or termination for serious Contract breach under Art. 18 of the Contract.

6. The billing period is monthly. The invoice will show the debits and/or credits carried out during the month, specifying the related 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. Failure to pay or delay in paying the charge for even one Rental, whether at the end of the rental period or during the rental period, will result in termination of the Contract under Art. 18 and the corresponding amounts will be recovered by the Contract Holder according to law.



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8. With the exception of Rentals with a prepaid rate, solely for the purpose of verifying the means of payment provided and as a fraud prevention measure, the Contract Holder will request, through the payment service provider with which it has entered into a specific contract, the pre-authorization payment of 10 (ten) Euros. The pre-authorized amount will be temporarily blocked and unavailable to the Client from the time of booking the vehicle until 11.59 p.m. on the following day. For amounts due by the Client for any reason in relation to the Rental, the Contract Holder will first collect the pre-authorized amount, and will then release any remaining amounts in excess or, in default, will charge the outstanding amount.

If the payment pre-authorization request is not completed, the booking will automatically be cancelled.

Article 10 - Vehicle booking, pick-up, use and end of rental

1. The procedures to pick up the vehicle and to end the rental are governed by the Regulations. The Client hereby undertakes to comply fully with these procedures for each and every Rental.

Article 11 - Loss of the keys

1. The vehicle keys must be used according to the instructions contained in the Regulations.
2. Loss or damage of the keys will result in a Penalty being charged, without prejudice to compensation for any greater damage.
3. If the Client violates, even one of the obligations indicated in this Article, the Contract Holder may declare the Contract terminated, under Art. 18 of the Contract.

Article 12- Vehicle Damage

1. The Client will be held responsible for any damage caused to the vehicle by the Client wilfully or due to gross negligence, as well as for any damage of which the Contract Holder is not informed at the end of the Rental period, according to the procedures indicated by the Regulations. In this case, the damage will be charged to the Client in full. Without prejudice to the obligation to notify the damage to the Contract Holder, the Client has the right to provide evidence proving that the Client is not responsible for the damage incurred.

Article 13 - Vehicle Theft and Robbery

1. Except for the provisions of the Regulations, if the vehicle is stolen, if items are stolen robbed and/or subject to acts of vandalism, the Client must:

- contact the Enjoy Customer Services of the Contract Holder immediately
- report the event to the relevant authorities immediately and in any case, within 12 hours of the occurrence (or from the moment the Client becomes aware of the event);
- send a copy of the theft report by e-mail to the Contract Holder to the address indicated in Article 23, within 24 hours of reporting the incident to the relevant authorities;
- send the original copy of the report by registered post with return receipt to the address indicated in Art. 23 no later than 3 (three) working days from the date of the event (or from the moment the Client becomes aware of the event);
- return the keys of the stolen vehicle if the vehicle is stolen during a Rental but while Parked. If the Client fails to return the keys as indicated above, he will be held liable for a compensation corresponding to the commercial value (Yellow Eurotax) of the vehicle at the moment it was stolen.



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2. The Contract Holder reserves the right to take recourse against the Client, if the Client has caused or facilitated the theft through gross negligence or wilful misconduct, charging, by way of compensation, for irregular or incomplete fulfilment of requirements, an amount equal to the Yellow Eurotax at the moment of the theft.
3. If the Client violates, even one of the obligations indicated in this Article, the Contract Holder may declare the Contract terminated, under Art. 18 of the Contract.

Article 14 - Financial penalties

1. The procedure for transferring financial penalties to the Client are governed by the Regulations.
2. All the costs and charges sustained by the Contract Holder and any Penalties resulting from legal proceedings and sanctions as identified above, will be charged to the Client responsible for the Rental of the vehicle at the moment the sanction was applied or whose behaviour while using the vehicle and ending the rental resulted in the application of the sanction.
3. The Client is responsible for checking that there are no temporary prohibitions (for example, road works, markets, road-washing operations) in the parking area. The Client may not end the Rental of the vehicle if the temporary prohibition starts more than 48 hours from the moment the vehicle rental is due to end (for example, if the parking prohibition begins on Tuesday at 09.00, the Client is authorized to end the rental no later than 09.00 on the previous Sunday). The Client cannot end the Rental in time-restricted parking areas (clock disc).
4. If the vehicle is forcibly removed by local authorities during the Rental, the Client must immediately contact Enjoy Customer Services which will begin the vehicle recovery procedure. All costs and administrative sanctions resulting from the vehicle being forcibly removed by local authorities both during the Rental and at the end of the Rental will be charged to the Client together with the corresponding Penalty, without prejudice to compensation for greater damage.
5. If the Client violates, even one of the obligations indicated in this Article, the Contract Holder may declare the Contract terminated, under Art. 18 of the Contract.

Article 15 - Vehicle accidents or faults

1. If the vehicle is involved in an accident or develops a fault, the Client must immediately notify the Contract Holder following the procedures and timing schedule governed by the Regulations.
2. The Client will be charged for all damage to the vehicle and/or persons and objects attributable to him, as well as Penalties indicated in the "Annex Penalties".
3. If the Client sends the Accident Report Form to the Contract Holder properly filled out and if there is no evidence of responsibility attributable to the Client for the accident, a voucher will be credited to the Client as indicated in the "Annex Accident". Terms and instructions for the transmission of the Accident Report Form to the Contract Holder are indicated in the Regulations.
4. If the Contract Holder receives a claim for damages as a result of an accident without having received notification and documentation from the Client who was using the vehicle at the time of the accident, the Contract Holder reserves the right to apply Penalties and dissolve or suspend the Service charging all costs to the Client, as set out in Annex "Penalties" attached to the General Conditions of Contract.



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5. If the Client violates, even one of the obligations indicated in this Article, the Contract Holder may declare the Contract terminated, under Art. 18 of the Contract.

Article 16 – Insurance and coverage of risks

1. Vehicles are provided with Third Party Liability Insurance with a maximum coverage of 25,000,000 (twenty five million) Euros with no Client excess due.

2. The Contract Holder also provides coverage against fire, theft and fully comprehensive insurance (kasko) with no Client excess due

3. The Contract Holder also provides PAI (Personal Accident Insurance) with a maximum coverage of 155,000 (one hundred fifty-five thousand) Euros and Medical Expenses Reimbursement with a maximum coverage of 10,000 Euros.

Article 17 –Refuelling

1. The Contract Holder can introduce refuelling methods for the Enjoy vehicles that the Client may carry out using the Enjoy App ("Refuelling").

2. Refuelling must only be carried out at the authorized Eni/Agip Service Stations which are marked on the App and on the website enjoy.eni.com.

3. The instructions given in the Regulations must be observed when Refuelling.

4. Fuel costs relating to Refuelling will be borne by the Contract Holder.

5. The Contract Holder may implement specific promotions for the Client who has carried out Refuelling in compliance with the Contract and the Regulations.

6. The Client is responsible for using only Petrol (not Diesel) and may not refuel the vehicle using special or premium fuels (e.g. not Blue Super +). If the Client does use other fuels, the Contract Holder reserves the right to charge a Penalty.

7. If Refuelling is carried out in breach of the provisions contained in the Contract and the Regulations a Penalty will be charged. Other Penalties will be applied if damage is caused to the vehicle through the use of Diesel fuel, without prejudice to compensation for greater damage. The cost of assistance and any costs for restoring the vehicle will be charged to the Client.

8. At each refuelling the Contract Holder will check that the amount of fuel delivered by the pump is the same as the amount put into the vehicle. The Contract Holder reserves the right to adopt any appropriate measures if any inconsistencies are found after a refuelling operation by the Client.

9. Any abuse or improper use of Refuelling will give the Contract Holder the right to terminate the Contract under Article 18.

Article 18 - Contract Termination



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1. The following constitute serious breaches and, if they occur, the Contract Holder will have the right to terminate the Contract under Art. 1456 of the Italian Civil Code for action or fault of the Client, without prejudice to compensation for greater damage, providing notification in writing sent by registered letter with return receipt or certified email (PEC):

- a) The Client is under the age of 18 and/or does not hold a Driving Licence and, where applicable, a copy of an international driving licence or a certified translation of the licence or has not been held a Driving Licence for at least one year at the time the Client signed up in the Client List;
- b) Failure by the Client to notify the Contract Holder of the suspension, revocation, withdrawal, etc. of the Driving Licence and/or the international driving licence;
- c) Use of false documents or credentials or in any case not traceable to the Client at the time of signing up for the Service and/or booking and Renting a vehicle, including indicating promotional codes/agreements without due entitlement;
- d) Making multiple bookings of one or more vehicles without starting the Rental;
- e) Failure by the Client to fulfil even only one of the obligations relating to the conditions of vehicle use as indicated in section 5 of the Regulations;
- f) Failure to pay or delay in paying the amounts deriving from the use of the Service at the end of the Rental or during the Rental;
- g) Ending the vehicle Rental in an area without satellite coverage or outside the Service Coverage Area where the Rental began or use outside of the Italian borders;
- h) If the Client dirties or vandalizes the vehicle;
- i) If the Client, despite a written warning, does not suspend a serious breach of the Contract and/or Regulations or does not immediately rectify consequences already incurred in relation to such violations;
- j) If the Client regularly uses drugs or alcohol or psychotropic substances, or is suspected of doing so;
- k) If the Client removes, destroys, alters, reproduces, clones or in any case makes improper and/or fraudulent use of the Fuel Card on the vehicles;
- l) If the Client, even if upon request of the Contract Holder, does not return the vehicle;
- m) Failure to pay Penalties applied by the Contract Holder;
- n) Allowing the vehicle to be driven by a third party other than the Client who made the booking;
- o) Failure by the Client to fulfil even one of the obligations relating to the conditions of vehicle use as indicated in Art. 6 of the Contract;
- p) Loss, damage and/or copying of the vehicle key by the Client;
- q) Facilitation or wilful or negligent perpetration by the Client of theft, robbery and/or acts of vandalism in relation to the vehicle in accordance with Art. 13;
- r) Administrative sanctions incurred by the Client during the Rental according to indications provided in Art. 14 of the Contract;
- s) If the Client has caused or is at fault in causing a vehicle accident or breakdown;
- t) If the Client ends the Rental in private spaces or areas other than those specifically designated for Service vehicle parking;
- u) If the Client makes improper use of the advantages of Vouchers and/or special conventions or agreements between the Contract Holder and third parties.

Article 19 - Liability disclaimer

1. With the exception of cases of wilful misconduct or gross negligence by the Contract Holder, the latter is not liable for direct or indirect damages of any kind that the Client or a third party may suffer in any way because of the service not directly attributable to the Contract Holder, or changes in procedures, schedules and/or conditions of supply of the Service also due to the suspension, interruption or unavailability of the



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Service caused by the vehicles, technological equipment, IT systems and any other cause attributable to both suppliers of the Contract Holder and third parties in general.

2. All liability of the Contract Holder is also excluded for the total or partial non-fulfilment of obligations due to Force Majeure including but not limited to: actions of State and Public Administration, actions of Public Authorities, legal restrictions, fires, floods, explosions, demonstrations, riots, strikes, industrial disturbances, lack of raw materials, power failures, interruption of telephone lines, lack of fuel oil and others.

3. In any case, the Client expressly releases the Contract Holder from any liability for damages of any nature suffered by the Client and/or third parties in connection with the execution of the Contract not resulting from wilful misconduct or gross negligence of the Contract Holder, but due to wilful misconduct or gross negligence of the Client.

Article 20 – Penalties

1. The Contract Holder reserves the right to apply to the Client the Penalties indicated in the annex to the Contract ("Penalties") if the cases provided for and regulated by the Contract and Regulations occur, without prejudice, in any case, to compensation for greater damages.

In particular, after having carefully examined the case and ascertained the Client's involvement, the Contract Holder will notify the Client via email of the amount of the Penalty. Following this notification, the amount will be charged to the credit card or pre-paid credit card registered by the Client.

2. Failure to pay the Penalty will result in the suspension and/or termination of the Contract under Art. 18 and the corresponding amounts will be recovered by the Contract Holder according to law.

Article 21 - Disputes and Applicable Law

1. The Contract, Regulations and Annexes are governed by Italian Law.

2. In the event a Client qualified as a consumer, pursuant to laws in force, wishes to resolve any dispute whatsoever arising with the Contract Holder, the Client can access the European platform for online dispute resolution (the European ODR platform). The European ODR Platform was developed and is managed by the European Commission, pursuant to Directive No. 2013/11/EU and EU Regulation No.524/2013, in order to facilitate an independent, impartial, transparent, efficient, rapid and equitable out-of-court resolution to disputes relating to contractual obligations deriving from online sales or services contracts between a consumer resident in the European Union and a professional established in the EU, by means of an intervention by the ADR ("Alternative Dispute Resolution") body, to be selected from a list made available by the European Commission. For further information on the European Union's ODR platform or to commence, by means of the ODR, an ADR procedure regarding the Contract between the Client and the Contract Holder or regarding the Service, please visit <http://ec.europa.eu/odr>. The e-mail address of the Contract Holder to supply on the ODR Platform of the European Union is. servizioclienti@enjoy.eni.com.

3. In the event that the Client, qualified as a consumer, pursuant to laws in force, any dispute arising from or relating to the Contract or connected to or deriving from the Contract, which has not been resolved through the procedure in Article 21 subsection 2, will fall under the exclusive jurisdiction of the Court of the place of residence or domicile elected by the Client in Italy. In all other cases, the Court of Rome will have jurisdiction.

Article 22 - Miscellaneous



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1. The fact that the Contract Holder may not necessarily assert the rights and powers which are contractually recognised to it, cannot in any way be construed as a waiver or abdication to those rights or powers or prevent the Contract Holder from requesting full, prompt and strict compliance at a later date.
2. The possible invalidity and unenforceability of any clause in the Contract, also resulting from amendments to current legislation, introduced by national and European Union regulations, do not affect the validity of the Contract as a whole.
3. In this case, the Contract will be interpreted and integrated as if it contained all the clauses that allow reaching, in full compliance with the law, the essential aim pursued by the Parties.

Article 23 – Communications

1. For any communication referring to this Contract, please contact:

Servizio Vehicle Sharing Enjoy

c/o Eni S.p.A.

viale Giorgio Ribotta, 51 - 00144 Roma

e-mail: admin@enjoy.eni.com

certified e-mail: enjoy@pec.eni.com

Enjoy Customer Services in Italian: 800-900-505

Enjoy Customer Services in English: +39 02 233.22.222

Social networks: <https://www.facebook.com/enjoyvehiclesharing> and <https://twitter.com/enjoy>

Article 24 - Transfer of the contractual position by the Contract Holder

1. In full accordance with Art.1407 civil code, the Client, from the date hereof, gives his consent to the transfer by the Contract Holder of its contractual position to another company of the Eni S.p.A. group; the Client will be notified in good time of this transfer.

Article 25 - External Websites and Applications

1. The App may include links to websites and include links, including through plug-in methods, to websites or external applications. These links are provided in order to help find relevant websites, applications, services and / or products that may be of interest to the Customer. The Operator is not responsible for the owners or operators of the applications, websites, goods, services they provide or the content of their websites and applications.

After having read these Regulations, the Client states, in full accordance with Article 1341 of the civil code, that he fully accepts and specifically approves the clauses at Articles: Article 2 (Ban on replacement); Article 3 (Service Regulations); Article 4 (Requirements for joining the Service); Article 5 (Duration and Termination); Article 6 (Vehicle use); Article 8 (Rates); Article 9 (Billing and Payments); Article 11 (Loss of the keys); Article 12 (Vehicle Damage); Article 13 (Vehicle Theft and Robbery); Article 14 (Financial penalties); Article 15 (Vehicle Accidents or Faults); Article 16 (Insurance and Coverage of Risks); Article 17 (Refuelling); Article 19; Article 20 (Penalties); Article 21 (Disputes and Applicable Law); Article 22 (Miscellaneous); Art. 23 - (Communications); (Annex Penalties); (Annex Accidents).



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ANNEX RATES

Rate (VAT incl.)	
Per "Minute" rate (free 50 Kilometres included in each Rental)	29 eurocent / minute
"Maximum daily rate" (only for per "Minute" rate Rental)	69 euros
"Prepaid rate" for 24 consecutive hours (free 50 Kilometres included in each Rental)	49 euros
"Prepaid rate" for 48 consecutive hours (free 100 Kilometres included in each Rental)	90 euros
"Prepaid rate" starting from 72 consecutive hours (free Kilometres included in each Rental are equal to 50 Km for each 24 hours paid: e.g. 72 hours Rental include 150 Km)	40 euros / 24hours
Rate for "Additional Booking Minutes" (starting from the 21st minute up to the ninetieth minute of the booking)	19 eurocent / minute
Per "Kilometre" rate (for each Km added to the number of Kilometres included in each Rental)	29 eurocent / Kilometre
Access to reserved areas included in the Rental (*)	
Municipality of Milan Area C	free
Municipality of Rome Traffic Limitation Area (ZTL)	free
Municipality of Florence Traffic Limitation Area (ZTL)	free
Municipality of Turin Central and Romana Traffic Limitation Area (ZTL)	free
Municipality of Bologna (ZTL)	free

* Possible limitations to the circulation of the vehicles, set by designated municipal regulations, must always be observed and the areas not permitting access to vehicle-sharing vehicles by designated municipal regulations are always excluded.

Car parks free of charge permitted in addition to free car parks	
In the Municipality of Milan	- blue road markings
	- yellow road markings (parking for residents)
Municipality of Rome Capitale:	- blue road markings
Municipality of Florence	- parking spaces reserved for residents of the Controlled Traffic Areas (ZCS)
	- blue road markings
In the Municipality of Turin	- blue road markings
In the Municipality of Bologna	- blue road markings
	- parking for residents
In the Municipality of San Donato Milanese	- blue lines
Other car parks	- car parks free of charge made available for the Client by the Contract Holder



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Enjoy paying car parks (VAT incl.)		
Rome - Car Park at the central station of Rome (Stazione Termini)	Flat rate at start of rental	4 euros
	Flat rate at end of rental	4 euros
Rome – Car Park at Airport of Ciampino	Flat rate at start of rental	4,50 euros
	Flat rate at end of rental	4,50 euros
Rome – Car Park at Airport of Fiumicino	Flat rate at start of rental	9,50 euros
	Flat rate at end of rental	9,50 euros

Milan – Car Park at Airport of Milano Linate	Flat rate at start of rental	4,50 euros
	Flat rate at end of rental	4,50 euros
Milan – Car park at Rogoredo train station	Flat rate at start of rental	4 euros
	Flat rate at end of rental	None
Milan – Car park at Porta Garibaldi train station	Flat rate at start of rental	4 euros
	Flat rate at end of rental	None

Registration rate (VAT incl.)	
Clients with a Foreign Driving Licence	10 euros



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ANNEX ACCIDENT

Accident without or delayed sending of the Accident Report Form and/or sending an incomplete Accident Report Form	Penalty € 1.000
Accident with Client responsibility and complete Accident Report Form sent within indicated terms	Penalty €500
Accident without Client responsibility and complete Accident Report Form sent within indicated terms	Voucher credit € 50



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ANNEX PENALTIES

Penalty

Administrative Notifications	
Activities involved in the re-notification of fines	€ 25
Reactivation of Client profile, for example following suspension due to driving licence expiry, suspension for	€ 5
Need for intervention	
Loss or damage of the fuel card or vehicle documents	€ 50
Extraordinary cleaning	€ 50
Fine for failing to comply with smoking ban inside the vehicle	€ 50
Transporting animals	€ 50
Failure to comply with the instructions provided by Enjoy Customer Services or the intervening operator (in the case of vehicle fault, breakdown, accident, etc.)	€ 50
Handing back the vehicle with the lights on or open windows	€ 50
Handing back the vehicle in an unauthorized car park, outside of the permitted parking spaces or creating obstruction with or without vehicle removal	€ 50
Handing back the vehicle without having correctly completed the End Rental Procedure	€ 50
Roadside assistance due to damage caused by the Client with or without a counterpart (for example, passive Accident Report Form)	€ 50
Refuelling	
Refuelling with Diesel fuel	€ 500
Use of special or premium fuels (e.g. blu super+)	€ 25
Inconsistency in the amount of fuel delivered and the amount of fuel introduced into the vehicle	€ 50
Other	
Loss of ignition key	€ 250
Vehicle inaccessible due to an accident caused by the Client with or without a counterpart	€ 50/day
Rental End in a private car park other than those reserved for Service vehicles	€ 250
Forced removal of the vehicle following infractions	€ 250



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The vehicle being driven by a third party and not the Client who made the booking	€ 100
Management of accidents not notified by the Client	€ 100
Driving the vehicle outside of Italy	€ 250
Recovering the vehicle from outside the Service Coverage Area due to Client responsibility	€ 200 every 100km from the borders of the Service Coverage Area
Failure to return the vehicle promptly following a request by Enjoy Customer Services	€ 100 for each hour of delay
Loss or damage of vehicle accessories	
- Child seat	€ 500
- Mobile phone charger	€ 50
- Mobile phone cradle	€ 50



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ANNEX FOREIGN STATES

Foreign States	documents required	
	ID	driving
Austria	Identity Card or Passport	Driving Licence
Belgium	Identity Card or Passport	Driving Licence
France	Identity Card or Passport	Driving Licence
Germany	Identity Card or Passport	Driving Licence
Netherlands	Identity Card or Passport	Driving Licence
Portugal	Identity Card or Passport	Driving Licence
United Kingdom	Identity Card or Passport	Driving Licence
Russia	Passport	Driving Licence and International Driving Licence or Certified
Spain	Identity Card or Passport	Driving Licence
United States of America	Passport	Driving Licence and International Driving Licence or Certified
Switzerland	Identity Card or Passport	Driving Licence