



17/05/2022

GENERAL CONDITIONS OF CONTRACT FOR VEHICLE SHARING

Article 1 – Subject and access to the Service

1. These general terms and conditions ("**Contract**" or "**General Terms and Conditions** ") govern the terms and conditions of the contractual relationship between Eni S.p.A. with registered head office in Piazzale Enrico Mattei no. 1 - 00144, Rome, Tax Identification No. 00484960588 and VAT No. 00905811006 ("Contract Holder"), and the client ("Client") for the latter's registration to the mobile application called "Enjoy App" (or only "App" only), for the inclusion of the Client in the list of Clients ("Client List") as well as for the use of the Enjoy Vehicle Sharing service ("**Service**"). The Service is governed by this Contract, by the Enjoy Vehicle Sharing Regulations and related annexes ("Regulations") and, for everything not expressly indicated herein, by the Italian Civil Code.
2. Acceptance of the General Terms and Conditions and of the Regulations and acknowledgement of the Privacy Policy are mandatory conditions to use the Service and to access and use the Enjoy App. By downloading the Enjoy App or by using the Service, the Client confirms that he/she has read and accepts the General Terms and Conditions and the Regulations and he/she has read the Privacy Policy.
3. With a view to improving the Service offered, facilitating the enrolment process and reducing the number of unused Client profiles, if the Client registers with Eni's Eni Live service after 20 January 2022 and later registers to the Enjoy App, the access credentials linked to the Eni Live application must also be used by the Client to register to and access the Enjoy App. Similarly, if the Client registers to the Enjoy App after 20 January 2022 and subsequently registers to the Eni Live application, the access credentials linked to the Enjoy App must also be used by the Client to register to and access Eni Live services. Acknowledgement of the existence of a Client profile, respectively, on the Enjoy App or on the Eni Live application will take place alternatively by means of the email address or the tax code provided by the Client at the time of registration to either application.
4. Clients who respectively registered to the Enjoy App or to the Eni Live application before 20 January 2022 and who, subsequently, register to the other application with different credentials but with the same tax code, will have to choose, at the time they register to the second application, with which set of credentials they wish to access from that moment onwards both to the Enjoy App and to the Eni Live application. If the Client selects the credentials associated with the Eni Live profile, the credentials initially used on the Enjoy App will no longer be valid to access Enjoy. Vice versa, if the Client selects the credentials associated with the Enjoy profile, the credentials initially used on the Eni Live app will no longer be valid to access Eni Live.
5. The Client may register to the App also by using his/her own Facebook, Google or Apple credentials which will be verified by the respective providers (so-called "social log-in"). In case of a Client who has not yet registered with the App, the App system will ask the Client to integrate the personal information provided by the social provider with the information necessary to complete registration. Upon completion of registration, the Client will be able to continue to access the App through the social credentials (Facebook, Google or Apple) used during registration.
6. If, from 20 January 2022 onwards, the Client has respectively registered to the Enjoy App or to the Eni Live application through social log-in, and he/she subsequently registers to the other application, the Facebook, Google or Apple credentials linked to first application the Client registered to will be the same that the Client shall use to access the second application. The email address associated with the Facebook, Google or Apple account, and used by the Client upon registration to the first application, will be recorded by Eni as the Client's contact address for any future communication, without prejudice to the Client's right to change the address by contacting Enjoy Customer Service using the contact details indicated under section 23 below. Any further management and recovery activity that refers to



17/05/2022

Facebook, Google or Apple credentials must be carried out on the account management pages of the respective providers.

7. For Clients who registered respectively to the Enjoy App or the Eni Live application before 20 January 2022 and who subsequently register to the other application by means of social log-in, the Facebook, Google or Apple credentials associated with the application registered to last shall be valid from that moment onwards as the only credentials to access both the Enjoy App and the Eni Live application. Consequently, the credentials linked to the first application the Client registered to will no longer be valid. The email address associated with the Facebook, Google or Apple account and used when registering to the second application the Client registered to will be recorded by Eni as the Client's new contact address for any future communication, without prejudice to the Client's right to change the address by contacting Enjoy's Customer Service using the contact details indicated in art. 23. Any further management and recovery activity that refers to Facebook, Google or Apple credentials must be carried out on the account management pages of the respective providers.

Article 2 - Ban on replacement

1. The Client must never allow others to replace him/her, 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 within the cities that offer the Service, according to the indications provided in the Regulations and these General Terms and Conditions.
2. The vehicles linked to the Service may be accessed as governed by the Regulations.
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. The Contract Holder reserves the right to amend the General Terms and Conditions and/or the Regulations, as well as to modify, integrate and/or discontinue one or more of the components, functionalities or features of the Service and/or of the App for justified reasons (such as, optimization and development of the Enjoy Service and/or of the App, extraordinary developments, the need to adapt to changes in legislation or regulations, the need to deal with security problems, and supervening needs of a technical or economic nature). Amendments shall be made available via the enjoy.eni.com website and on the App and by direct communication to the Client, by e-mail, to the e-mail address registered on the App. In case of essential amendments, unless the law provides otherwise or there is an urgent need for security reasons, the same will come into force 30 (thirty) days after such amendments have been communicated to the Client by email. If the Client does not intend to accept these amendments, he/she must withdraw from the Contract by midnight on the day on which the changes enter into force, in accordance with the procedures set out in Article 5, paragraph 2. After this deadline expired without the Client having exercised his/her right of withdrawal, the amendments shall apply in full. In any case, the Client's right to withdraw from the Contract at any time and without charges pursuant to Art. 5.2 remains unaffected. In all other cases of amendments other than those governed above, the same shall come into force immediately upon receipt by the Client of the communication by email. In this case, the right to withdraw from Contract under clause 5.2 also remains unaffected. Any updates to the App shall be issued from time to time through the Apple Store or Google



17/05/2022

Play or HUAWEI App Gallery. The Client may not be able to use all or part of the App and/or the Service before downloading the latest version available in the stores.

6. Through the App, the Contract Holder also reserves the right to make third party content and services available to the Clients.

Article 4 - Requirements for joining the Service

1. The Contract Holder reserves the right to deny subscription to the Service on the basis of the solvency of the prospective Client, or on any previous experience of incorrect behavior towards the Contract Holder 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 license of category B or above for at least one year allowing the driving of motor vehicles ("**License**") issued in Italy ("**Italian License**") or in one of the foreign states indicated in the "Annex Foreign States" ("**Foreign License**"). When a Client signs up to the Service and during the entire term of the Contract, the Client must have a valid Driving License, 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 license be withdrawn, suspended, revoked, lost, etc. This notification is to be sent to the Contract Holder by email to the contact details indicated in Art. 23. Following this notification, or any other way the Contract Holder becomes aware of the above, 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 circumstances impacting on the License's validity have been revoked or annulled, the Client may access the Service by making a new request for membership if the Contract Holder has terminated the Contract. 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 License has been reinstated following its withdrawal or suspension, etc.
2. 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 terminate the Contract, under Art. 18.

Article 5 - Duration and Termination

1. Registration in the Client List is considered finalized from the date the Contract Holder sent an email to the Client notifying him/her of registration to the Service.
2. The Client may withdraw from this Contract, at any time and without any charges, by notifying the Contract Holder via:
 - i. functionality available on the Enjoy App;
 - ii. email communication to servizioclienti@enjoy.eni.com (if the Client sends the withdrawal request from an e-mail address other than the one registered on the App, the Contract Holder reserves the right to carry out all appropriate ID checks on the person requesting the withdrawal);
 - iii. Certified e-mail (PEC) at the address to be found in Article 23;

The withdrawal shall come into force with immediate effect or, in any case, once the Rental currently pending has been ended by the Client. In the event contemplated under section 2 ii. above, the withdrawal shall become effective at the end of the ID checks on the requesting party, if such checks have been successful.

In the event of withdrawal, the Contract Holder reserves the right to retain, via its acquirer Nexi Payments S.p.A., the data relating to the methods of payment registered on the App for a period of 24 months from the termination of the Contract in order to allow the charging of any Penalties or



17/05/2022

deductibles accrued by the Client during the term of the Contract or in any case attributable to the Contract.

3. The Contract Holder may withdraw from the relationship with the Client at any time, by notifying the Client 60 (sixty) days in advance, sending an email to the email addresses registered on the App.
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 temporarily 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. 18. 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 or recover any outstanding sums.

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.
2. In particular, the vehicle is to be driven in full compliance with the Highway Code provisions applicable based on the type of vehicle being rented and related regulations, based on the registration certificate of the vehicle itself and, in general, in a safe and prudent manner, without tampering with any part of the vehicle.
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 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. 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, materials destined to waste 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.
7. The Client must not destroy, alter, copy or make copies of the vehicle registration document, vehicle keys.
8. Without prejudice to the application of the related 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.



17/05/2022

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

Article 7 - Permission to drive

1. The Client must be and continue being in possession of a Driving License, for at least one year before renting a vehicle: the license must be valid and not suspended, withdrawn or revoked both when the Service is requested and for the entire duration of the Service.
2. If the License is suspended or withdrawn, access to the Service by the Client will automatically be suspended, without prejudice to the right of the Contract Holder to terminate this Contract.
3. If the Client is in possession of a Driving License 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 License or certified translation of the License. The validity and effectiveness of these documents must cover the entire period of registration to the Service. This provision does not apply to Driving Licences issued by one of the Member States of the European Union.
4. Each time the vehicle is used, the Contract Holder reserves the right to verify compliance with the requirements as indicated in the previous sections.
5. If the Client violates even one of the obligations indicated in sections 1, 2, and 3 of this Article, the Contract Holder may terminate the Contract, under Art. 18.

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/electric recharging, insurance, etc.) within a maximum limit of kilometers for use above which the per Kilometer 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 "Kilometer" 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 kilometers for use above which the per "Kilometer" 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 method registered 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 Client before the end of the prepaid rental hours, the Client will not be entitled to any refund, not even partial, of the prepaid sums for the unused rental.

- 1.3. Per "Kilometer" rate



17/05/2022

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

1.4. Rates for "Enjoy reserved parking areas"

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 1st minute following the period of free booking indicated in the App at the time of booking and in the Rates Annex up until the lapse of the maximum booking period indicated in such Annex. 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 License"

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

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 the Service according to parameters and conditions identified by the Contract Holder from time to time and disclosed on the Site or in the App.

The Contract Holder will verify the existence and ongoing status of advantages deriving from these benefits in favor of the Client. These rate-based incentives or Vouchers may have a maximum term of duration and use 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 unless the specific promotion or discount activity expressly provides for the use of the Voucher on one or more subsequent Rentals.

The illicit use of these benefits by the Client constitutes a serious contractual breach and may result in termination of the Contract 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, via email, to the e-mail address registered on the App. The new rates shall come into force 30 (thirty) days after they have been communicated to the Client by email. If the Client does not intend to accept the changes to the rates, he/she must withdraw, without charge, from the Contract within 24:00 of the day in which the changes come into force, according to the procedures established in Article 5, paragraph 2. Once such deadline elapsed, without the Client having exercised his/her right of withdrawal, the new rates shall apply in full. In any case, the Client's right to withdraw from the Contract at any time and without charges pursuant to Article 5.2 remains unaffected.

Article 9 – Billing and Payments

1. Terms of payment:

1.1. The normal payment method for Clients in possession of an Italian Driving License to pay for Rental, Penalties and deductibles will be a credit card or pre-paid credit card uploaded by the Client onto the App, unless another method of payment is selected by the Client itself. The total amount due for the Rental and for any Additional Booking Minutes will be charged at the end of the Rental.

1.2. For Clients in possession of a Foreign Driving License, the normal payment method to pay for Rental, Penalties and deductibles will be a credit card, excluding pre-paid credit cards, uploaded by the



17/05/2022

Client onto the App, unless another method of payment is selected by the Client itself. Furthermore, for Clients in possession of a Foreign Driving Licence, the Contract Holder will pre-authorize the payment of a fixed fee of 10 Euros in advance when the vehicle is booked only for the first "Per minute" rental of the day. This advance pre-authorization will be wholly or partly used to pay the total amount due for the Rental and for any Additional Booking Minutes as well as for Penalties and deductibles. If this advance payment is not authorized, the booking will be automatically cancelled.

- 1.3. 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 maximum period provided for in the Rates Annex, or due to cancellation during the booking time, the related amounts will be charged to the Client on expiry of the maximum period of booking allowed or on booking cancellation.
- 1.4. 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.
- 1.5. When the charge is debited, the Contract Holder will first charge the payment to the pre-authorized sums mentioned under section 8 below and later on will charge any Vouchers or other credits available to the Client.
- 1.6. Pursuant to the payment services regulations, during Rental, in case payment is made by card, the Client may be asked, for fraud prevention purposes, to confirm his/her identity through the 3D Secure Service, in accordance with the procedures established by his/her payment institution and the external provider in charge of managing payment services. Payment cards which are not enabled for online purchases or are not subject to a specific Strong Customer Authentication process cannot be uploaded onto the App nor used to pay the Service. The Contract Holder may in no case access financial information provided by the Client.
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 kilometers 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 kilometers 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 payment method registered by the Client is declined and the pre-authorized amount referred to in paragraph 7 below does not cover in full the outstanding payment, 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. If no payment is made within 60 (sixty) days from when the debt accrued, the Contract Holder reserves the right to suspend or terminate the Contract in accordance with Clause 18, without prejudice to recover any outstanding sums.
4. 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 payment method 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 the Penalty set forth in the Penalties Schedule, without prejudice to further damages, for every hour of delay with the exception of Contract suspension and/or termination for serious Contract breach under Art. 18 of the Contract.



17/05/2022

5. 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.
6. 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.
7. 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 5 (five) Euros for the first "Per Minute" Rental of the day. 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.
8. In the event that the Client respectively registers to the Enjoy App or the Eni Live application and subsequently registers to the other application, the encrypted PAN of the payment cards previously uploaded on the application the Client registered to first, time-wise, will also be displayed during the registration process to the second application, in order to simplify the uploading of one or more of these cards as a payment method for the services of the second application (with a maximum limit of five cards that can be uploaded on the Eni Live application). In this case, the so-called Strong Customer Authentication (SCA) process will come into relevance only upon first use of the payment card migrated from the first application in relation to a payment transaction (so-called "CIT transaction"). Only cards that meet the validity parameters of the second application into which they are migrated may be used to finalize payment transactions on that application. The above is without prejudice to the possibility for the Client to upload new and different cards or other payment methods.
9. In the event of incorrect charging of sums to the Client, the Contract Holder will reimburse the undue sums by means of a Voucher which will be automatically credited to the Client's App profile, unless the Client expressly requests otherwise, by means of communication to Enjoy's Customer Service, in accordance with Art. 23.

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 the Penalty set forth in the Penalties Schedule, without prejudice to further damages being charged, to the Client who is liable of the loss or damage.
3. If the Client violates even one of the obligations indicated in this Article, the Contract Holder may terminate the Contract, under Art. 18.

Article 12- Vehicle Damage

1. The Client will be held responsible for any damage caused to the vehicle by the Client willfully 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



17/05/2022

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 if the same are subject to acts of vandalism, the Client must:
 - contact the Enjoy Customer Service 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 an integral copy of the theft report by e-mail or certified electronic email 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 by registered mail to the physical address indicated in Art. 23 if the vehicle is stolen during a Rental but while Parked. If the Client fails to return the keys as indicated above, he/she will be held liable for a compensation corresponding to the commercial value (Yellow Eurotax) of the vehicle at the moment it was stolen.
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 willful misconduct, charging, by way of compensation, for irregular or incomplete fulfilment of requirements, an amount equal to the commercial value (Yellow Eurotax) of the vehicle at the moment of the theft.
3. If the Client violates even one of the obligations indicated in this Article, the Contract Holder may terminate the Contract , under Art. 18.

Article 14 - Financial penalties

1. The procedure for transferring to the Client financial penalties charged to the Contract Holder in relation to the conduct of the Client in using and ending the Rental are disciplined by the Regulations.
2. 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).
3. If the vehicle is forcibly removed by local authorities during the Rental, the Client must immediately contact Enjoy's Customer Services which will begin the vehicle recovery procedure. The Client will be charged the related Penalty, set forth in the Penalties Schedule, without prejudice to further damages.
4. If the Client violates even one of the obligations indicated in this Article, the Contract Holder may terminate the Contract, under Art. 18.

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. In the event of an accident, the Client, regardless of the actual involvement of other vehicles or third parties in the claim (e.g. in the event of a claim without a counterparty), must in all cases submit to the Contract Holder the Accident Report Form, which is available inside the vehicle or upon telephonic



17/05/2022

request to the Customer Service. The Accident Report Form must be correctly filled out in accordance with the terms and procedures specified in the Regulations.

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".
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, including copy of the Accident Report Form duly filled-in, the Contract Holder reserves the right to apply the Penalty set forth in the Penalties Schedule, without prejudice to further damages.
5. If the Client violates even one of the obligations indicated in this Article, the Contract Holder may terminate the Contract, under Art. 18.

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. In case of Rental of heat engine vehicles no deductible shall be applied at the Client's expense. On the contrary, in case of Rental of XEV YOYO electric vehicles, should the Client be fully or partially liable for the accident, the Client will be charged a 250 euros (two hundred and fifty/00) deductible.
2. The Contract Holder also provides coverage against fire, theft and fully comprehensive insurance for damages to the vehicle at the conditions listed below.
 - 2.1. In case of Rental of heat engine vehicles:
 - 2.1.1. for theft and fire risks, no deductible shall apply;
 - 2.1.2. for damages to the rented vehicle, the Client will be charged an absolute deductible of 500 (five hundred/00 euros).
 - 2.2. In case of Rental of XEV YOYO vehicles:
 - 2.2.1. for theft, a deductible of 250 (two hundred and fifty/00) euros shall be charged to the Client;
 - 2.2.2. for damage to the rented vehicle, a deductible of 500 (five hundred/00) euros shall be charged to the Client.
3. For heat engine vehicles, 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. In case of XEV YOYO vehicle Rental, on the other hand, insurance coverage is provided for the Client's injuries: in the event of death, the maximum coverage shall be Euro 55,000 (fifty-five thousand/00). In the event of permanent disability of the Client, the maximum coverage shall be Euro 100,000 (one hundred thousand/00) with an absolute deductible to be borne by the Client of 3% (three percent), based on the provisions of the ANIA charts. In addition, the Client will benefit from a reimbursement of medical expenses up to Euro 10,000 (ten thousand/00) in the event of hospitalization with at least one overnight stay, with a deductible to be borne by the Client of 10% (ten percent).
4. Without prejudice to the foregoing, in the event the Client is fully or partially liable in causing an accident for which the insurance cover on the vehicle does not exist or does not operate, due to an act or fact directly or indirectly attributable to the Client, the Client shall be required to pay compensation for all the damages suffered by the Contract Holder and/or third parties.
5. The Client expressly authorizes the charging of the deductibles accrued during the term of the Contract to the payment methods registered on the App, even after the termination of the Contract with the Contract Holder.

Article 17 –Refueling/Electric Recharge



17/05/2022

1. The Contract Holder can introduce refueling/electric charging methods for the Enjoy vehicles that the Client may carry out using the Enjoy App ("Refueling/Electric Recharge").
2. Refueling/Electric Recharge 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 Refueling/Electric Recharging. Where not permitted by the Regulations or these General Terms and Conditions, the Refueling/Electric Recharge shall in no case be carried out independently by the Client in any manner whatsoever, without prejudice to the application of the relevant Penalty set forth in the Penalties Annex and further damages.
4. Fuel costs relating to Refueling/Electric Recharge will be borne by the Contract Holder.
5. The Contract Holder may implement specific promotions for the Client who has carried out Refueling/Electric Recharge in compliance with the Contract and the Regulations.
6. For heat engine vehicles, 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 the Penalty set forth in the Penalties Annex, without prejudice to further damages.
7. If Refueling/Electric Recharging, whether allowed, are carried out in breach of the provisions contained in the Contract and the Regulations the Penalties set forth in the Penalties Annex will be charged, without prejudice to further damages. The cost of assistance and any costs for restoring the vehicle will be charged to the Client.
8. For heat engine vehicles at each refueling 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 refueling operation by the Client.
9. In the case of electric vehicles, the Contract Holder may verify at each Electric Recharge if the same has actually been carried out in accordance with the provisions of the Regulations.
10. Any abuse or improper use of Refueling/Electric Recharge will give the Contract Holder the right to terminate the Contract under Article 18.

Article 18 - Contract Termination

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 damages, 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 License and, where applicable, a copy of an international driving License or a certified translation of the License or has not been held a Driving License 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 License and/or the international driving License;
 - 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;



17/05/2022

- 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, even if upon request of the Contract Holder, does not return the vehicle;
- l. Failure to pay Penalties applied by the Contract Holder;
- m. Allowing the vehicle to be driven by a third party other than the Client who made the booking;
- n. 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;
- o. Loss, damage and/or copying of the vehicle key by the Client;
- p. Facilitation or willful or negligent perpetration by the Client of theft, robbery and/or acts of vandalism in relation to the vehicle in accordance with Art. 13;
- q. Administrative sanctions/penalties incurred by the Client during the Rental according to indications provided in Art. 14 of the Contract;
- r. If the Client has caused or is at fault in causing a vehicle breakdown or the non-applicability of the insurance policies;
- s. If the Client ends the Rental in private spaces or areas other than those specifically designated for Service vehicle parking;
- t. 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 willful 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 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 willful 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" and "Penalties Annex") 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,



17/05/2022

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 one or more of the payment methods registered by the Client on the App, until full satisfaction. The Client expressly authorizes the charging of Penalties accrued during the term of the Contract to the payment methods registered on the App, even after the termination of the Agreement with the Contract Holder.

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 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

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,



17/05/2022

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

Enjoy Customer Service in Italian: 800-900-505

Enjoy Customer Service in English: +39 02 233.22.222

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

2. The Client is obliged to indicate, at the time of registration to the App, and to keep it always updated, a valid email address that will be used for sending operational communications and any other communication related to this Contract. In case of non-delivery of any communication to the email address registered on the App, the Contract Holder shall not be liable in any case, except for the cases of liability directly attributable to the Contract Holder itself or to its assignees.

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/her 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.

After having read these Regulations, the Client states, in full accordance with Article 1341 of the civil code, that he/she 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 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 (Refueling and electric recharging); Article 19 (Liability disclaimer); 20 (Penalties); Article 21 (Disputes and Applicable Law).



17/05/2022

ANNEX RATES

Rate (VAT incl.)	Fiat 500	Xev Yoyo
Per "Minute" rate (free 50 Kilometres included in each Rental)	29 eurocent / minute	29 eurocent / minute
"Maximum daily rate" (only for per "Minute" rate Rental)	69 euros	69euro
(FIAT 500 only) "Prepaid rate" for 24 consecutive hours (free 50 Kilometres included in each Rental)	49 euros	None
(FIAT 500 only) "Prepaid rate" for 48 consecutive hours	90euros	None
(FIAT 500 only) "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	None
Rate for "Additional Booking Minutes" (starting from the 1st minute up to 20 minutes of booking)	free	free
Rate for "Additional Booking Minutes" (starting from the 21st minute up to the maximum limit of 90 minutes of booking)	19eurocent/minute	19eurocent/minute
Per "Kilometer" rate (for each Km added to the number of Kilometers included in each Rental)	29 eurocent / Kilometer	29 eurocent / Kilometer
Access to reserved areas included in the Rental (*)	Fiat 500	Xev Yoyo
Municipality of Milan Area C		free
Municipality of Rome Traffic Limitation Area (ZTL excluding access to the Tridente A1 ZTL area which is not permitted to Enjoy vehicles)		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 valid for all Enjoy vehicles	
In the Municipality of Milan	- blue road markings
	- yellow road markings (parking for residents)
Municipality of Rome Capitale:	- blue road markings



17/05/2022

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

Enjoy paying car parks (VAT incl.) valid for all Enjoy vehicles

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	None
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 Porta Garibaldi train station	Flat rate at start of rental	4 euros
	Flat rate at end of rental	None

Turin – Car Park at Airport of Torino Caselle	Flat rate at start of rental	6,50 euros
	Flat rate at end of rental	6,50 euros

Registration rate (VAT incl.)

Clients with a Foreign Driving Licence	10 euros
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17/05/2022

ANNEX ACCIDENT

Heat engine vehicles	
Accident without or delayed sending of the Accident Report Form and/or sending an incomplete Accident Report Form	Penalty * € 1.000
Liability towards third parties (maximum € 25.000.000)	No deductible
Theft and fire coverage	No deductible
Damages to the vehicle coverage	Absolute deductible € 500
PAI (maximum € 155.000) e Health coverage (maximum € 10.000)	No deductible
Accident without Client responsibility and complete Accident Report Form sent within indicated terms	Voucher credit € 50

XEV YOYO Electric vehicles	
Accident without or delayed sending of the Accident Report Form and/or sending an incomplete Accident Report Form	Penalty* € 1.000
Liability towards third parties (maximum € 25.000.000)	Deductible € 250
Theft coverage	Deductible € 250
Damages to the vehicle coverage	Deductible € 500
Death of driver (maximum € 55.000)	No deductible
Permanent physical inability (maximum € 100.000)	Absolute Deductible 3% (ANIA charts)
Reimbursement of medical expenses for hospitalisation with at least 1 overnight stay (maximum € 10.000)	Deductible 10%
Accident without Client responsibility and complete Accident Report Form sent within indicated terms	Voucher credit€ 50



17/05/2022

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	
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's Customer Services, the intervening operator (in the case of vehicle fault, breakdown, accident, etc.) or by acoustic indications inside the vehicle (e.g. for electric vehicles: failure to terminate rental when battery level is below 20% threshold)	€ 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/Electric recharging	
Refuelling with Diesel fuel for heat engine vehicles	€500
Use of special or premium fuels (e.g. blu super+) for heat engine vehicles	€ 25
Inconsistency in the amount of fuel delivered and the amount of fuel introduced into the vehicle for heat engine vehicles	€ 50
Unauthorised electric recharging using a cable which was not supplied either at a power point or at a domestic socket	€500
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



17/05/2022

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 Service	€ 100 for each hour of delay
Loss or damage of vehicle accessories	
- Child seat	€ 500
- Mobile phone charger	€ 50
- Mobile phone cradle	€ 50

* All Penalties amounts shall be understood as being on top of additional damages if any that the Contract Holder may request at any time.



17/05/2022

ANNEX FOREIGN STATES

Foreign States	documents required	
	ID	driving
Countries of the European Union	Identity Card or Passport	Driving Licence
United Kingdom	Identity Card or Passport	Driving Licence
Russia	Passport	Driving Licence and International Driving Licence or Certified
United States of America	Passport	Driving Licence and International Driving Licence or Certified
Switzerland	Identity Card or Passport	Driving Licence