



## GENERAL CONDITIONS OF CONTRACT FOR VEHICLE SHARING

(Valid and binding as of 5 September 2023)

### 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 Sustainable Mobility S.p.A. having a sole shareholder, with registered head office in Viale Giorgio Ribotta no. 51 - 00144 Rome, Tax Identification No., VAT no. and Companies House of Rome Register No. 11403240960, R.E.A. Rome 1676444, subject to direction and coordination by Eni S.p.A. ("Contract Holder" or "Eni S.M."), 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.

#### **Registration using credentials (e-mail and password) not linked to a social account:**

3. With a view to improving the Service, facilitating the enrolment process and reducing the number of unused Client profiles, Clients who registered to, alternatively, the Enjoy App or the Eni Live application prior to January 20, 2022 via non-social credentials (e-mail and password) and who subsequently wish to register to the other application with different non-social credentials (e-mail and password) but same tax code, when registering to the second application must choose the set of credentials to be used to access both the Enjoy App and the Eni Live application from that moment onwards. The e-mail address linked to the credentials chosen by the Client as prevailing will be recorded by Eni S.M. as the Client's contact details for all future communications.
4. Clients who, as of January 20, 2022 onwards, registered respectively to the Enjoy App or the Eni Live application via non-social credentials (e-mail and password) and, subsequently, wish to register to the other application with different credentials (e-mail and password), must use the credentials (e-mail and password) linked to the first application also to register to and access the second application. The e-mail address linked to the first application will be recorded by Eni S.M. as the Client's contact details for all future communications. Notwithstanding the above, in case Clients subscribed to the Eni Live application using the non-social credentials linked to the eniMyMulticard account between 20th January 2022 and 31st July 2022 and subsequently wish to register to the Enjoy App, the Clients will be required to choose the applicable credentials according to par. 3 above.

#### **Registration via credentials linked to a social account (so-called "social log-in"):**

5. As of 20 April 2022 onwards, Clients may also register to the Enjoy App using their Facebook, Google or Apple credentials, which will be verified by the respective providers (so-called "social log-in"). In the event of Clients who have not yet registered to the Enjoy App, they will be asked to integrate the personal provided by their social provider with all further necessary information to complete registration. Once the registration has been completed, the Client may continue to access the Enjoy App via the social credentials (Facebook, Google or Apple) used during registration. Any management or retrieval activity referring to Facebook, Google or Apple credentials, for the cases contemplated in this paragraph, shall be carried out on the account profiles of the respective providers.
6. Clients who registered to the Enjoy App via social log-in and, subsequently, wish to register to the Eni Live application, alternatively, with a different social log-in or with non-social credentials (e-mail and password), must use the Facebook, Google or Apple credentials linked to the Eni Enjoy App also to register to and access the Eni Live application. The e-mail address linked to the Facebook, Google or Apple account, and used by the Client to register to the Enjoy App, will be recorded by Eni S.M. as the Client's contact details for all future communications.
7. Clients who, prior to January 20, 2022, alternatively registered to the Enjoy App and or the Eni Live application via non-social credentials (e-mail and password) and who, as of April 20, 2022 onwards, wish to register to the other application via social log-in, must from that moment onwards use the Facebook,



Google or Apple credentials associated with the second application to access both the Enjoy App and the Eni Live application. The email address linked to the Facebook, Google or Apple account, used by the Client when registering to the second application, will be recorded by Eni S.M. as the Client's contact address for all future communications.

8. Clients who, as of January 20, 2022 onwards, registered, alternatively, to the Enjoy App or the Eni Live application via non-social credentials (e-mail and password) and who, subsequently, wish to register to the other application with social log-in, must use the non-social credentials (e-mail and password) used to access the first application also to register to and access the second application. The e-mail contained in the credentials linked to the first application will be recorded by Eni S.M. as the Client's contact details for all future communications. Notwithstanding the above, in case Clients subscribed to the Eni Live application using the non-social credentials linked to the eniMyMulticard account between 20th January 2022 and 31st July 2022 and subsequently wish to register to the Enjoy App, must use the Facebook, Google or Apple credentials associated to the App Enjoy to access both the App Enjoy and the Eni Live application. The email address linked to the Facebook, Google or Apple account, used by the Client when registering to the App Enjoy, will be recorded by Eni S.M. as the Client's contact address for all future communications.
9. Clients who, prior to April 20, 2022, registered to the Eni Live application via social log-in and, subsequently, wish to register to the Enjoy App, alternatively, with a different social log-in or with non-social credentials (e-mail and password), shall use the credentials used to register to the Enjoy App to access both the Enjoy App and the Eni Live application. The e-mail address used during registration to the Enjoy App, whether connected to a social account or not, will be recorded by Eni S.M. as the Client's new contact details for all future communications.
10. Clients who, as of April 20, 2022 onwards, have registered via social log-in to the Eni Live application and, subsequently, wish to register to the Enjoy App, alternatively, with a different social log-in or with non-social credentials (e-mail and password), must use the Facebook, Google or Apple credentials linked to the Eni Live application also to register to and access the Enjoy App. The e-mail address linked to the Facebook, Google or Apple account, and used by the Client to register to the Eni Live application, will be recorded by Eni S.M. as the Client's contact details for all future communications.
11. In all cases provided for in this article, the Client has the right to change the address registered by Eni as the Client's contact details for all future communications (eg. operational, contractual or commercial) by contacting the Enjoy Client Service at the contact info indicated under art. 24 below.

## 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 coverage 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 inside the designated service coverage area provided for the specific type of vehicle being rented within the same city in which the rental procedure 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 e-mail. 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 e-mail. 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 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 e-mail to the contact details indicated in Art. 24. 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. 24, 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. 19.

#### Article 5 - Duration and Termination

1. Registration in the Client List is considered finalized from the date the Contract Holder sent an e-mail 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. e-mail communication to [servizioclienti@enjoy.eni.com](mailto: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 24;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 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 e-mail to the e-mail 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. 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 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 Contract 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.
9. If the Client violates even one of the obligations indicated in this Article, the Contract Holder may terminate the Contract, under Art. 19.

## 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. 19.

## Article 8 – Rates and Subscription Plans

### 1. The Service has different rate types as follows:

- 1.1. Per "Minute" rate: 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. The Per "Minute" rate also entails the application of a fixed charge, as indicated in the Rates Annex, which is added to the cost of Rental based on its overall duration. Such additional fixed charge will be applied at the time the vehicle doors are unlocked regardless of whether the vehicle has been moved or not and regardless of the actual duration of Rental. 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 24 hour Rate" (described in the "Annex Rates"). In any case, the "Maximum 24 hour 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 "Per minute" rate will automatically apply and it will be charged in a lump sum at the end of the Rental period.
- 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 under the same conditions set forth in Article 8 paragraph 1.1. above, except for the fixed charge applied to the unlocking of the doors and for the free kilometers in addition to those included in the "Prepaid" rate (therefore, in the event the per "Minute" rate applies at the end of the pre-paid rental hours within the same Hire, the rate per "Kilometre" shall also be applied directly and concurrently with the rate per "Minute") The "Prepaid" rate will be charged to the Client in advance when booking the vehicle, using the available voucher credit indicated in section 1.9 below and/or the payment method registered by the Client. Any additional minutes or kilometres over and above the 'Prepaid' rate will instead be charged, in a lump sum, at the end of the rental period. 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: 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 rate selected by the Client at the beginning of the Rental.
- 1.4. Rates for "Enjoy reserved parking areas": 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. "Hourly Booking" rate: applied upon the Client's request, which allows for the advance booking of a vehicle, for a specified period of time, among those indicated in the App and on the Site, at the rates indicated in the Rates Annex. The "Hourly Booking" rate involves the advance charge of the fee corresponding to the rate selected by the Client.



17. "Additional Minutes of Hourly Booking" Rate: applied at the end of the "Hourly Booking" selected by the Client, for a maximum total of minutes and an amount per minute as indicated in the Rates Annex. After the maximum period of Additional Minutes available has expired without the Client having started the Rental, the Hourly Booking shall be deemed cancelled and the Vehicle will become available for Rental by other Clients.
  18. Except as otherwise provided in case of rates charged to the Client in advance, at the end of each Rental the total amount actually due based on the application of the Rates described above shall be calculated and charged.
  19. Promotions/Agreements/dedicated offers: on the basis of promotions launched by the Contract Holder or specific commercial agreements with third parties or given offers dedicated to specific Client targets (eg. those with an Individual VAT number), the Client may have a voucher, Prepaid Card ("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 and/or on 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 and on a priority basis 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 Contact under Art. 19.
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](http://enjoy.eni.com) and notification will be sent to the Client, via e-mail, 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 e-mail. 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.
  3. Through the App, the Client may subscribe to one of the subscription plans for the Service made available by the Contract Holder ("Subscription Plan"). Through its Subscription Plan, the Client will have at its disposal a predetermined number of minutes that will allow him/her to rent vehicles from the Enjoy fleet (excluding Cargo vehicles) at a price normally reduced compared to the standard non-promotional price offered by the Contract Holder. The minutes included in the Subscription Plan, where available, may be used not only for "Minute" Rentals, but also as consideration for the payment of minutes in excess of those included in one of the "Prepaid" rate Rentals. The minutes included in the Subscription Plan may only be used during the term of the Subscription Plan itself. Unused minutes will be permanently lost, and the Client will not be entitled to claim a refund, even if partially. The minutes available in the Subscription Plan shall be used for the payment of amounts accrued in connection with the Service, within the limits set forth in this paragraph, on a priority basis in respect to any additional payment method, including vouchers, available in the App.
  4. The Subscription Plan fee will be charged, in one lump sum in advance, to one of the payment methods in the App, with precedence of the default one and excluding vouchers/gift cards that cannot be used to purchase or renew a Subscription Plan. In the case of the first subscription, the charge will be made during the process of purchasing the subscription itself in the App. Thereafter, at each subsequent renewal, the charge of the cost of the Subscription Plan will occur approximately 58 (fifty-eight) hours before the expiration of the current subscription period.
  5. The number of minutes included in the Subscription Plan, its validity and duration and all other related features will be indicated in special information sections in the App and on the Site. Prior to subscribing to a Subscription Plan, the Client will be required to review all relevant information and applicable business terms and conditions. Unless the payment of the relevant fee fails, in case of first subscription, the Subscription Plan will be active on the same day of activation in App. Thereafter, and always provided that there is capacity on the Client's method of payment, the Subscription Plan will automatically renew upon expiration,



for a period of equal duration. In the event that the Subscription Plan is scheduled to expire on a day not included in a particular month, its subsequent renewals will take place on the last day of the relevant month (e.g., in the case of a monthly Subscription Plan subscribed on August 31, renewals will take place on September 30, October 31, November 30, and so on). The Client may have only one Subscription Plan active on his/her Enjoy profile at a time.

6. The Client maintains the right to request cancellation of its Subscription Plan at any time, through the appropriate functionality in the App. In the event that the cancellation is exercised by 11:00 p.m. on the last day of validity of the Subscription Plan in place at the time of cancellation, the same will cease to be valid upon expiry, without any further renewal. In the event, on the other hand, that the cancellation is exercised after the aforesaid time, the Subscription Plan shall be renewed for an additional period and shall cease to be valid on the first natural expiry following the renewal.
7. The Client will have the right to change the Subscription Plan at any time, selecting - where available - a different Subscription Plan directly through a special functionality made available in the App. In the event that Client makes the change to its Subscription Plan within 58 (fifty-eight) hours prior to the expiration of the same, the change will be valid and will be operative as of the first available renewal. Otherwise, the change will be effective as of the next available renewal (so, for example, in the case of a Monthly Subscription Plan expiring on July 5, whereby the Client requests to switch to another Subscription Plan by 1:59 p.m. on July 3, the new Subscription Plan will be effective as early as July 6. Where, on the other hand, the change has occurred after that time, the new Subscription Plan will become operational as of August 6). Any subsequent renewal will be governed by the terms set forth in the new Subscription Plan selected by the Client in the App.
8. Starting from the date of the first purchase of the Subscription Plan in App and for the next 14 (fourteen) days, the Client may exercise the right of reconsideration (better known as "right of withdrawal"), by writing an email to [servizioclienti@enjoy.eni.com](mailto:servizioclienti@enjoy.eni.com), with the subject line "Subscription right of reconsideration". For this purpose, the Client may use the optional form available at the [following link](#). Upon receipt of timely and complete request for withdrawal from the Client, the Contract Holder will immediately deactivate the Subscription Plan.

The right of reconsideration in relation to the Subscription Plans is allowed only in relation to the first purchase and not also to subsequent renewals and only in the event that the Client has not used, in whole or in part, the Subscription Plan itself. To this end, the Client acknowledges and recognizes that the use of the Service by the Client before the expiration of period of 14 (fourteen) days for the exercise of the right of reconsideration has expired will be equivalent to a forfeiture of the possibility to withdraw from the Subscription Plan purchase contract. In the event that the right of withdrawal is properly exercised, the refund of the total cost of the Subscription Plan will be made on the same means of payment used for the original purchase. The actual date of availability of the amounts will depend solely on the Client's credit institution, to which any inquiries in this regard should be addressed.

## Article 9 - Billing, Payments and Prepaid Cards

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. Except where otherwise provided for the case of rates charged to the Client in advance, 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 Licence, the normal payment method to pay for Rental, Penalties and deductibles will be a credit card, excluding pre-paid credit cards, uploaded by the Client onto the App, unless another method of payment is selected by the Client itself.
  - 1.3. If the Client uses Additional Booking Minutes (for a fee) or Additional Minutes of Hourly Booking without having started the Rental before expiry of the Additional Minutes of Hourly Booking available or due to cancellation of the reservation, the relevant fee will be charged to the Client upon expiry or cancellation of the reservation, as the case may be. In the case of Hourly Booking the Client will not be refunded any amount even in the event of early cancellation or failure to use the entire Hourly Booking period purchased.



- 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 a charge is debited, the payment of amounts related to the rental or paid reservation of a vehicle, excluding Penalties, will be charged preliminarily to the amount of any Vouchers in the Voucher section of the App or other credits available to the Client and, subsequently, to the means of payment registered in the App, if any, giving priority to the one predefined by 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.
- 1.7. Among the payment methods, the Client may enable and use the Service by uploading to his profile only Vouchers with a value equal to or greater than the minimum threshold established in the annex Rates ("Enabling Minimum Threshold").
2. Rental start charges outside the "Service Coverage Area" of the city where the Rental is started
  - 2.1. Outside the Service Coverage Area where the Rental starts, by that meaning the Service Coverage Area designated for the specific type of vehicle rented, as specified in the Regulations, 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, the Contract Holder will notify the Client of the non-payment. The Contract Holder reserves the right to suspend the Client from the Service with immediate effect until any outstanding debts have been paid in full, it being understood that if the debt concerns Penalties, it may be paid by all payment methods but Vouchers. If no full payment is made by the Client within 60 (sixty) days from when the debt accrued, the Contract Holder reserves the right to terminate the Contract in accordance with Article 19, without prejudice to recover any outstanding sums. The Client that is enabled to the Service only by means of Vouchers may be suspended with immediate effect by the Contract Holder in the case where the overall value of the Vouchers in his profile is lower than the Enabling Minimum Threshold. The Client's profile will be reactivated only when either the overall value of the Vouchers will be equal or higher than the Enabling Minimum Threshold, or the Client will upload in the App other allowed payment methods besides the Vouchers.
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. 19 of the Contract.
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 fees for even one Rental or any other of the charges due to the Contract Holder under the General Terms and Conditions hereof, whether at the end of the rental period or during the rental period, will result in termination of the Contract under Art. 19 and the corresponding amounts will be recovered by the Contract Holder according to law.
7. 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.

8. 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. 24.
9. Through the App, the Contract Holder may enable Clients to purchase Prepaid Cards (also known as "Gift Cards") of a preset available value. Prepaid Cards may be purchased, alternatively for the Client's personal use or to be used by third beneficiary parties, whose identification and contact details will be specifically indicated by the Client during the purchase flow.

In the event the Contract Holder will effectively activate the possibility to buy Prepaid Cards on App, the following terms and conditions shall apply.

Prepaid Cards are limited network payment instruments that may only be used to pay charges relating to the Service.

Payment of Prepaid Cards may be carried out via one of the payment methods registered on App. Vouchers cannot be used to purchase Prepaid Cards. When purchasing a Prepaid Card the Client will be able to enter details of an additional payment method, which will then become the default payment method for all future charges relating to the Service. If there are insufficient funds on the payment method used by the Client to purchase the prepaid Card, the transaction will be cancelled and Cards already issued, if any, will be invalidated.

The Prepaid Card, once available in the "Voucher" section on App, shall be used, on a priority basis, for the payment of all charges related to the Service, excluding penalties.

The Prepaid Card does not constitute a deposit and therefore no interests will accrue thereon.

As of the date of purchase of the Prepaid Card and for the following 14 (fourteen) days, the Client may exercise the right of withdrawal in relation to one or more of the Prepaid Cards he/she purchased, by writing an e-mail to [servizioclienti@enjoy.eni.com](mailto:servizioclienti@enjoy.eni.com), identified by the object "Gift Card right of withdrawal". For the purposes of withdrawal, the Client may use the optional form available at the [following link](#). In any case, the identification number of the prepaid Card(s) in relation to which the Client intends to exercise the right of withdrawal shall be clearly stated.

Upon timely and complete withdrawal request, the Contract Holder shall deactivate, remotely, the prepaid Card, whose credit will no longer be available to the Client or the third beneficiary party.

In case the Service is used by the Client or the third beneficiary party before the 14 (fourteen) day withdrawal period expires, this will be considered as an explicit request to use, in part or in full, the Prepaid Card during the period of validity of the withdrawal right. Consequently, in the event of subsequent withdrawal, the Client shall only be entitled to a refund of the outstanding balance of the prepaid Card, net of any discounts and other applicable promotions, which is available at the time of receipt by the Contract Holder of the withdrawal request. Such refund will occur on the same method of payment used for the original purchase. The actual availability of all refunded sums depends exclusively on the Client's bank, to which the Client shall address any request for information in this regard.

The Contract Holder shall not be liable in the event of partial or total use of the prepaid Card by the Client or the third beneficiary party during the 14 (fourteen) day period to exercise the withdrawal right.

Likewise, the Contract Holder shall not be liable in case of partial or incorrect identification and contact data of the third beneficiary party provided by the Client during the purchase flow.

Upon expiry of the Prepaid Card, the same will no longer be valid and may not be extended. Any outstanding balance, not fully spent by the Client or the third beneficiary party, shall not be refunded or redeemed to purchase other Vouchers or services/products of the Contract Holder.

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

1. The procedures to book, 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. 19.

#### **Article 12 - Vehicle Damage**

1. Without prejudice to the provisions of Article 16 below in the case of accidents, 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 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 e-mail to the Contract Holder to the address indicated in Article 24, 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. 24 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. 24 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. 19.

#### **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. 19.



#### **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 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. 19.

#### **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 if third parties vehicles (excluded the one of Rental) are damaged as a result. 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 should the Client be fully or partially liable for the accident:
    - 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 should the Client be fully or partially liable for the accident:
    - 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**

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 19.

#### **Article 18 – Booking and delivery service (Enjoy Car Delivery)**

1. Through the Enjoy Car Delivery service, the Client may book in advance, from 20 (twenty) days to 24 (twenty-four) hours prior to when he/she intends to start a Rental, an Enjoy endothermic-powered vehicle to be delivered on a given day and time at or near the address indicated during the booking process.
2. The Enjoy Car Delivery service allows the vehicle to be booked at a prepaid daily rate. When reserving the service, the Client must indicate how many days (from one to fifteen for Private Clients and from one to thirty for Freelancers who own a VAT number) he/she intends to reserve the vehicle for.
3. Delivery of the vehicle is only permitted to an address included within the Enjoy coverage area enabled for the Car Delivery service. In the event that the address is not within the coverage area, or the date and time indicated by the Client for delivery of the vehicle are not available, the system will not allow the related booking. The Contract Holder reserves the right to deliver the vehicle within a radius of 500 (five hundred) meters as the crow flies from the address indicated by the Client when booking the Car Delivery service. The Contract Holder shall not be liable in the event the Client provides an incorrect address.
4. The Contract Holder shall make the vehicle available 60 (sixty) minutes before the time indicated in the booking process and shall notify the Client, at such point in time and through automated communications at the contact details registered by the Client on App, of the exact location of the vehicle and its number plate.
5. The User will be able to start the Rental in the period between the communication of availability of the vehicle, duly notified by the Contract Holder, and the 120 (one hundred and twenty) minutes following the delivery time of the vehicle selected by the Client during the booking process. In the event of failure to start the Rental within the 120 (one hundred and twenty) minute period, without the Client having cancelled the reservation at least 24 (twenty-four) hours in advance, the Client will automatically be charged the penalty set out in the Penalty Schedule on the default payment method registered on App.
6. The cost of the Car Delivery booking will be indicated on App during the booking phase and will be clearly and distinctly shown with respect to the cost of the daily rate of Rental in the booking phase, in the history section and in the monthly invoice. Under no circumstances may the Enjoy Car Delivery service fee be paid by voucher.
7. The Car Delivery service fee, together with the rental rate selected by the Client when booking, will be pre-authorized on the payment method selected by the Client during the booking process in the App. This payment method, once selected as the payment method for the Car Delivery service, will become the default payment method in the App for any payment related to the Service. As long as a booking for the Car Delivery service is active, the Client will not be able to change the default payment method on which a pre-authorization has been charged. In order to remove such payment method from the App, the Client must necessarily cancel any prior Car Delivery booking provided that the penalty indicated in the Penalty Schedule will automatically apply in the case of cancellation occurring within 24 hours prior to the date



and time selected by the Client for delivery of the vehicle. The pre-authorized amount shall be debited at time the Rental of the vehicle subject to the Car Delivery service starts, provided that such Rental starts within 120 (one hundred and twenty) minutes following the delivery time indicated by the Client, as set out in Article 18, paragraph 5 above. In all other cases (cancellation by the Client, cancellation of the reservation by the Contract Holder, failure to start the Rental within the specified time, etc.), the reservation for the Car Delivery service shall lapse and the pre-authorized amount shall be released by the Contract Holder. The time of availability of the sums on the Client's means of payment shall depend on the Client's credit institution.

8. Any amounts connected to minutes and kilometers additional to those included in the Car Delivery service selected by the Client, as well as any costs connected to Enjoy car parks, in the event that the Client requests delivery of the vehicle in a car park subject to additional charging, shall be charged to the default payment method in the App at the end of the rental period, which may differ from the payment method selected for the booking of the Car Delivery service in the event of subsequent modification by the Client, where permitted.
9. The Client will have the right to cancel the requested Car Delivery service, at no cost, up to 24 (twenty four) hours before the selected delivery time. Cancellation by the Client after the aforementioned free-of-charge period shall result in the automatic application of a penalty in the amount indicated in the Penalty Schedule on the predefined means of payment, regardless of the overall duration of the rental booked. The penalty shall serve to offset the costs of handling, stopping the vehicle and organizing delivery incurred by the Contract Holder.
10. The Client may not have more than one Car Delivery service booking active at any one time regardless of the city in which the service is requested. Similarly, the Client must ensure that he/she has completed any ongoing rental within 60 (sixty) minutes prior to the delivery time of the vehicle requested within the Car Delivery service. In case of Enjoy Rental in progress at the 60th minute before the delivery time of the vehicle requested by the Client, or in case of temporary or permanent suspension of the Client's Enjoy profile for reasons attributable to the Client, the Car Delivery service shall be automatically cancelled by the Contract Holder and the Client shall automatically be charged on the default payment method the penalty indicated in the Penalty Schedule.
11. The Contract Holder reserves the right to cancel, and notify the Client accordingly, the booking of the Car Delivery service in the event that the Contract Holder is unable to satisfy the booking request due to the impossibility to deliver the vehicle within a maximum distance of 500 meters as the crow flies from the delivery address requested by the Client, or the impossibility to deliver the vehicle within 30 (sixty) minutes before the time chosen by the Client during the booking phase. Any cancellation by the Contract Holder of a Car Rental Delivery shall be notified to the Client as far in advance as possible and the Client will be issued with a courtesy voucher.
12. The Client shall return the rented vehicle within the Service Coverage Area of the same city where the vehicle was delivered to the Client. Any return of the vehicle in advance of the return date and/or time selected at the time of booking shall not entitle the Client to any kind of refund.

## Article 19 - 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 e-mail (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 within 60 (sixty) days from the date on which the Contract Holder's credit is accrued;



- g. Ending the vehicle Rental in an area without satellite coverage or outside the designated 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 20 - 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 willful misconduct or gross negligence of the Contract Holder, but due to willful misconduct or gross negligence of the Client.

## Article 21 – 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, after having carefully examined the case and ascertained the Client's involvement, the Contract Holder will notify the Client via e-mail 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. 19 and the corresponding amounts will be recovered by the Contract Holder according to law.

## Article 22 - 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](mailto: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 23 - 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 24 – Communications

1. For any communication referring to this Contract, please contact:  
Servizio Vehicle Sharing Enjoy c/o Eni Sustainable Mobility S.p.A.  
viale Giorgio Ribotta, 51 - 00144 Roma  
e-mail: [admin@enjoy.eni.com](mailto:admin@enjoy.eni.com),  
certified e-mail: [enjoy@pec.eni.com](mailto: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 e-mail 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 e-mail 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 25 - 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.

#### Article 26 - Processing of personal data

1. The Contract Holder will be processing the Client's personal data as the data controller in compliance with Regulation (EU) 2016/679 (the "GDPR"), any other applicable data protection laws, and in accordance with the Privacy Information Notice always available to the Client.



After having read these General Conditions of Contract, 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 and Subscription Plans); 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 20 (Liability disclaimer); 21 (Penalties); Article 22 (Disputes and Applicable Law).



## ANNEX RATES

Enabling Minimim Threshold	Fiat 500	Xev Yoyo
Overall value of the Vouchers in the Client's profile in order to be enabled and use the Service when no other valid payment method is uploaded	10 euros	10 euros

Rates (VAT incl.) for private clients	Fiat 500	Xev Yoyo
Per "Minute" rate (free 50 Kilometers included in each Rental)	Fixed charge 1€ + 29 eurocent / minute	Fixed charge 1€ + 29 eurocent / minute
"Maximum 24 hour rate" (only for per "Minute" rate Rental excluding additional Kilometers on top of the 50 Km included)	69 euros	69 euros
(FIAT 500 only) "Prepaid rate" for 2 (two) consecutive hours (free 50 Kilometres included in each Rental. Thereafter, the per "Minute" Rate applies with no fixed charge and no additional free Kilometres included)	16 euros	None
(FIAT 500 only) "Prepaid rate" for 4 (four) consecutive hours (free 50 Kilometres included in each Rental. Thereafter, the per "Minute" Rate applies with no fixed charge and no additional free Kilometres included)	26 euros	None
(FIAT 500 only) "Prepaid rate" for 6 (six) consecutive hours (free 50 Kilometres included in each Rental. Thereafter, the per "Minute" Rate applies with no fixed charge and no additional free Kilometres included)	31 euros	None
(FIAT 500 only) "Prepaid rate" for 24 consecutive hours (free 150 Kilometres included in each Rental. Thereafter, the per "Minute" Rate applies with no fixed charge and no additional free Kilometres included)	49 euros	None
(FIAT 500 only) "Prepaid rate" for 48 consecutive hours (free 300 Kilometres included in each Rental. Thereafter, the per "Minute" Rate applies with no fixed charge and no additional free Kilometres included)	90 euros	None



(FIAT 500 only) *Prepaid rate* starting from 72 consecutive hours (free Kilometres included in each Rental are equal to 150 Km for each 24 hours paid; e.g. a 15 days Rental costs 600 euros and includes 2.250 Km. Thereafter, the per 'Minute' Rate applies with no fixed charge and no additional free Kilometres included)	40 euros / 24hours	None
Per *Kilometer* rate (for each Km added to the number of Kilometers included in each Rental)	29 eurocent / Kilometer	29 eurocent / Kilometer
Rate for "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)	19 eurocent / minute	19 eurocent / minute
"Hourly Booking" rate of duration equal to 1 (one) hour from booking confirmation on App	2 euros	2 euros
"Hourly Booking" rate of duration equal to 2 (two) hours from booking confirmation on App	4 euros	4 euros
"Hourly Booking" rate of duration equal to 3 (three) hours from booking confirmation on App	6 euros	6 euros
"Hourly Booking" rate from 10:00 p.m. until 8:00 a.m. (maximum period included equal to 10 hours)	7 euros	7 euros
Rate "Additional Minutes of Hourly Booking" elapsing from the expiration of "Hourly Booking" (max 30 minutes)	0.05 eurocent/min (for a maximum total of 1.50 euros)	0.05 eurocent/min (for a maximum total of 1.50 euros)

Rates (VAT incl.) for freelancers who own a VAT number	Fiat 500	Xev Yoyo
Per *Minute* rate (free 80 Kilometers included in each Rental)	Fixed charge 1€ + 28 eurocent / minute	Fixed charge 1€ + 28 eurocent / minute
*Maximum 24 hour rate* (only for per *Minute* rate Rental excluding additional Kilometers on top of the 80 Km included)	69 euros	69 euros
(FIAT 500 only) *Prepaid rate* for 2 (two) consecutive hours (free 80 Kilometres included in each Rental. Thereafter, the per *Minute* Rate applies with no fixed charge and no additional free Kilometres included)	15 euros	None



(FIAT 500 only) *Prepaid rate* for 4 (four) consecutive hours (free 80 Kilometres included in each Rental. Thereafter, the per 'Minute' Rate applies with no fixed charge and no additional free Kilometres included)	25 euros	None
(FIAT 500 only) *Prepaid rate* for 6 (six) consecutive hours (free 80 Kilometres included in each Rental. Thereafter, the per 'Minute' Rate applies with no fixed charge and no additional free Kilometres included)	30 euros	None
(FIAT 500 only) *Prepaid rate* for 24 consecutive hours (free 150 Kilometers included in each Rental)	45 euros	None
(FIAT 500 only) *Prepaid rate* for 48 consecutive hours (free 300 Kilometers included in each Rental. Thereafter, the per 'Minute' Rate applies with no fixed charge and no additional free Kilometres included)	83 euros	None
(FIAT 500 only) *Prepaid rate* from 3 to 30 consecutive days (free Kilometers included in each Rental are equal to 150 Kilometers for each 24 hours paid up to a maximum of 2.250 free Kilometers included; eg. a Rental of 30 days costs 1.110 euros and includes 2.250 free Kilometers. Thereafter, the per 'Minute' Rate applies with no fixed charge and no additional free Kilometres included)	37 euros / 24 hours	None
Per *Kilometer* rate (for each Km added to the number of Kilometers included in each Rental)	25 eurocent / kilometer	25 eurocent / kilometer
Rate for "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 120 minutes of booking)	15 eurocent / minute	15 eurocent / minute
"Hourly Booking" rate of duration equal to 1 (one) hour from booking confirmation on App	2 euros	2 euros



"Hourly Booking" rate of duration equal to 2 (two) hours from booking confirmation on App	4 euros	4 euros
"Hourly Booking" rate of duration equal to 3 (three) hours from booking confirmation on App	6 euros	6 euros
"Hourly Booking" rate from 10:00 p.m. until 8:00 a.m. (maximum period included equal to 10 hours)	7 euros	7 euros
Rate "Additional Minutes of Hourly Booking" elapsing from the expiration of "Hourly Booking" (max 30 minutes)	0.05 eurocent/min (for a maximum total of 1.50 euros)	0.05 eurocent/min (for a maximum total of 1.50 euros)

<b>Fees Enjoy Car Delivery</b>	<b>For Fiat 500 only</b>
Enjoy Car Delivery service (excluding minimum mandatory rental with "Prepaid" rate of at least 24 hours (up to a maximum of 15 days for Private Individuals and 30 days for Freelancers who own a VAT number)	Fixed charge 10€ + "Prepaid" rate (from 1 up to 15 or 30 days, as shown in the Fees Schedule for Private Individuals and Freelancers who own a VAT number respectively)

<b>Access to reserved areas included in the Rental (*)</b>	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.

<b>Car parks free of charge permitted in addition to free car parks valid for all Enjoy vehicles</b>	
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.

**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
Milano - Car Park at Airport of Milano Malpensa	Tariffa all'avvio del noleggio	16,00 euros
	Tariffa al termine del noleggio	16,00 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

ANNEX ACCIDENT

<b>Heat engine vehicles</b>	
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

<b>XEV YOYO Electric vehicles</b>	
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



ANNEX PENALTIES\*

Penalty \*

<b>Administrative Notifications</b>	
Activities involved in the re-notification of fines	€ 25
Reactivation of Client profile, for example following suspension due to driving licence expiry, suspension for failure to pay, etc.	€ 5

<b>Need for intervention</b>	
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

<b>Refuelling/Electric recharging</b>	
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

<b>Other</b>	
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



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

Enjoy Car Delivery	
Cancellation of the reservation by the Client less than 24 (twenty-four) hours before the vehicle delivery time indicated by the Client in the booking process	€ 30
Failure to start the Rental associated with the Car Delivery booking within 120 (one hundred and twenty) minutes after the delivery time of the vehicle indicated by the Client	€ 30
Suspension of the profile due to the Client's fault or failure to complete another ongoing Rental at least 60 minutes before the time selected by the Client for delivery of the vehicle	€ 30

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



## 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 translation
United States of America	Passport	Driving Licence and International Driving Licence or Certified translation
Switzerland	Identity Card or Passport	Driving Licence