



ELETTRA

IL CAR SHARING DI GENOVA

USER MANUAL

REGULATION OF THE RENTAL SERVICE OF GENOVA CAR SHARING

In force from 01/01/2021

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The company Genova Car Sharing S.r.l. (hereinafter the "Manager" or "GCS") manages the car sharing service, called "Elettra" (hereinafter the "Service"), in the city of Genoa. The customer (hereinafter the "Customer" or "Subscriber") - compatibly with actual availability - can use a fleet of vehicles as a subscription by booking them, picking them up and returning them to the predefined parking areas at any time of the day or night. Access to the Service's vehicles Service takes place through the specified methods of use.

Each individual rental is understood to be started by the Customer when he is about to use the vehicle and is understood to be finished when the Customer regularly completes the vehicle return procedure and in particular:

- for the Station Based Standard mode with pick-up and drop-off in the same car park;
- for the Free Floating mode (free flow) pick up and return in an authorized area regardless of the car sharing car parks;

The Customer, for each rental and for the entire duration of the Service, is obliged to comply and observe the provisions of these Regulations, which forms an integral and substantial part of the rental agreement (the Agreement), which you declare to have read and, therefore, to fully comprehend and accept. The Manager may at any time update, supplement or modify the provisions of the Contract for justified reason (by way of example only, legislative / regulatory changes, supervening technical / economic needs etc.) through publication on the website www.elettracarsharing.com or by direct communication to the Customer at the e-mail address communicated during registration in the Subscriber List.

1. SUBSCRIPTION TO THE ELETTRA SERVICE

Subscription to the Elettra Service takes place through the procedure called "user registration" which involves entering data such as e-mail and password, personal data, residence or residence, telephone number, information relating to driving license, data and credit card details.

The Contract will be considered finalized upon receipt by the Customer of a confirmation e-mail from the Manager.

The Manager reserves the right to deny access to the Service on the basis of its unquestionable assessment on the solvency of the potential Subscriber, or for previous contractual breaches with the Manager.

The Manager, having acquired the application form, after verifying the financial solvency and validity of the driving permit, proceeds with the request for payment of the fixed subscription fee (where applicable) and with the registration of the applicant in the Subscriber List.

The Subscriber can never replace, even temporarily, others to himself in the use of the subscription, unless the Manager has:

- i) for legal persons, provided the access credentials of the Service to persons connected to the Subscriber;
- ii) for individuals, confirmed by e-mail the possibility of using the subscription for family members living with the Subscriber (hereinafter "Authorized Persons").

In any case, the Customer will be considered solely responsible towards the Manager for any contractual breaches attributable to third parties or Authorized Persons.

The Subscriber or Authorized Persons must be in possession of a driving license valid in Italy for the category of vehicle they intend to use.

In the event of temporary suspension or withdrawal of the driving license, the Subscriber will be required to notify GCS, under penalty of exclusive liability in the event of failure to communicate.

At the end of the driving license suspension period, the Subscriber must notify GCS of the restoration. It is the Customer's responsibility to update the periodic renewals of the driving license in their personal area on the website www.elettracarsharing.com.

In case of justified reason (by way of example but not limited to, non-payment of the subscription fee, non-compliance with the rules for using the vehicle, events that constitute a crime to the detriment of GCS) GCS may suspend the Service at any time, even without notice.

2. DURATION OF SUBSCRIPTION, WITHDRAWAL

The Contract has an annual duration and starts with the confirmation of receipt from the Manager. The Contract will be automatically extended for an equal period in the absence of withdrawal, which must be communicated in the reserved area on the website of the Manager. In any case, the Customer's withdrawal will not give the right to reimbursement, even partial, of the subscription or of any residual credit in the case of a prepaid contract. Right of reconsideration: the Customer - natural person, who has signed the Contract in a place other than the Manager's business premises or through forms of remote communication, can exercise the right to withdraw from the Contract without charges and without indicating the reasons - pursuant to Legislative Decree 206/2005 - within 14 days of receipt of the notice of acceptance by the Operator. To exercise the right to reconsider it is sufficient to send an explicit declaration certifying this intention by e-mail, certified e-mail or letter. AR at the addresses indicated on the website of the Manager. In the event of termination of the activity of the Manager, the latter may withdraw from the Contract without notice, by notifying the subscriber by registered letter with return receipt or by certified e-mail. In this case, the Manager will be required to return the amounts of the unused fixed rates to the Customer.

3. USE OF THE SERVICE

The methods of using the Service are provided to the Subscriber through specific Tutorials and user guides on the website www.elettracarsharing.com.

To take advantage of the cars in car sharing it is necessary to use the "Elettra" APP, selecting from the two modes of use:

1. **Station Based**
2. **Free Floating**

Station Based: In this case it is always necessary to book on one of the following supports:

- call by telephone at the Call Center 800.002.288
- By connecting to the website www.elettracarsharing.com
- App on Smartphone

The booking service is active 24 hours a day. All Subscribers have the same right to book and use the Service.

For this type of service, the minimum booking is one hour, the beginning and end of the booking must correspond to full hours or quarter hours and reservations are processed in order of arrival according to availability.

For weekly bookings, the Subscriber must necessarily request the availability of the cars from the Manager by sending an email to clienti@elettracarsharing.com.

It is possible to modify a reservation in the same way it was made: alternatively, once the journey has already started, it is possible to make an extension using the App or by calling the call center. Any cancellation or reduction of the reservation will be calculated with the following specifications:

- if the cancellation or reduction occurs up to 4 hours before the intended use, no cost will be charged;
- if the cancellation or reduction takes place within of the 4 hours preceding use, an amount equal to 50% (fifty percent) of the hourly rate for the hours in question will be charged.

In case of early return, the vehicle must be returned directly to the car park without making any reservation changes: the rate applied to the unused period of time will be 50% (fifty percent) of the amount. At the end of use, the vehicle must be returned to the pick up location.

Free Floating: Reservation is not required.

The cars can be used on demand and according to availability on the App. As soon as the presence of an available car has been checked on the App, you can reserve the car for 20 minutes.

During this time, no other Subscriber will be able to pick up the car.

The car can be returned at the end of the booking period in any free parking stall within the so-called Operational Area, which can be viewed on the website www.elettracarsharing.com.

The car cannot be returned in a private car park or with a car park with a barrier system.

4. BILLING OF EACH TRIP

In the Station Based service, billing begins at the start of the scheduled booking time and ends at the scheduled booking closure time.

In the Free Floating service, the billing begins at the start of the trip and ends when the car is returned. Travelled kilometres are counted as detected by the Car Sharing Technological Platform, from the moment the vehicle is collected and ends with its return.

A maximum tolerance equal to 4% (four percent) of difference between the kilometers traveled detected by the platform and those reported by the odometer will be considered as a normal approximation of the detection systems.

5. COLLECTION AND RETURN OF THE VEHICLE

Station Based:

The vehicle cannot be collected before the start of the booking time (the system allows the vehicle to be collected about 15 minutes before the actual booking start time). Unlocking the car, and therefore the simultaneous start of the rental, takes place via the APP.

In the event that the booked vehicle is not present at the indicated car park, the Customer must check the content of the text message or email sent to confirm the booking, where the exact location of the car is written (the previous customer may have returned the car in an alternative stall due to illegal use of the parking stall). If the vehicle is very far from the original parking lot, the call center may offer a possible replacement service by taxi (with the maximum spending limit of € 25.00) to reach the car. Unless otherwise communicated by the Manager, the Subscriber must advance the amount and retrieve the relevant receipt, which the Manager will deduct from the first useful invoice. In the event of a delay in the arrival of the previous customer, an alert is sent via text message / email with "car not available". It will therefore be necessary to contact the Call Center to choose an alternative vehicle.

At the end of the trip, the vehicle must be returned within the booking time and at the indicated stall. Later return of the vehicle than the booking period, if it causes damage to the subsequent user, will be sanctioned with a specific indemnity, with the exception of cases of force majeure (by way of example and not limited to: accidents or breakdowns duly demonstrable also from the after-sales service).

In any case, in the event that the Subscriber is unable to return the vehicle within the set time, the Call Center must be immediately contacted or the booking must be changed on the App, in order to try to extend the user time. If there is a subsequent booking of another user, and the extension of the journey is still desired, the Subscriber will be sanctioned with a specific indemnity.

Free Floating:

Following a search on the map of the requested vehicle, simply go to the car and unlock it with the APP, without booking.

The return of the car, by locking its doors via the APP, must be carried out in any parking area within the Free Floating operational area, visible on the map.

The Car Sharing Technological Platform does not allow you to close the booking outside the operational area. The user may request the Call Center to close the forced booking outside the operational area only for reasons of emergency or force majeure. In this case, the Manager reserves the right to charge the Customer an indemnity.

6. USE

6.1 USE OF THE VEHICLE

The vehicles used for the Car Sharing service cannot be used:

- for hauling, towing or moving another vehicle
- for motor events and driving safety courses
- to transport dangerous substances of any kind.

Although not expressly indicated, explicit reference is made to what is reported in the vehicle registration document, and in the specific use and maintenance booklet of each vehicle. Please note that smoking and transporting animals is absolutely forbidden inside the vehicles of the Car Sharing service.

Before starting the trip, the Subscriber must check that the vehicle is not damaged (including without limitation: damage to the bodywork, wheels, interiors, etc.): in the event of any such findings, the Subscriber must make the relevant report using the App.

Any unreported damage can be attributed to the Subscriber who last used the vehicle before the damage was ascertained. In the event of damage caused to the vehicle during use, the Subscriber must notify the Call Center, declaring the manner in which and the relative extent of the damage and send the Manager the report of the incident no later than 24 hours after the event.

If the cleaning conditions of the vehicle are not optimal, the Customer must make a specific report via the App. If the cleaning conditions are deemed such that the vehicle cannot be picked up, the Customer must contact the call center which will arrange for an alternative vehicle to be assigned to you.

The report will allow the Subscriber, who last used the vehicle, to be charged with the expected indemnity and the relative cost of restoring the state of cleanliness.

If for a reason of normal use of the vehicle the user is responsible for a non-optimal cleaning situation, it is requested to notify the Manager so that he can clean the vehicle before the next customer uses it. In this case, no penalty will be applied to the Customer.

The discovery of lost objects must be reported to the Call Center.

In the event of items left on board, it will be possible to call the Call Center to open the doors for recovery purposes. Safekeeping the vehicle keys is the Subscriber's responsibility; therefore, any loss involves the payment of an indemnity. The Subscriber must ensure, before releasing the vehicle, that the key is inserted inside the glove compartment of the car.

6.2 USE OF VEHICLES USED FOR THE TRANSPORT OF GOODS("CARGO")

Upon collection of the Cargo Vehicle, the Customer will be required to promptly contact the call center if the load compartment contains, including without limitation, goods, objects, materials or waste of all kinds.

At the end of the rental period, the Customer will be required to return the cargo area of the Cargo Vehicle clean and free of goods, objects, waste and so on. Otherwise, the Manager will be entitled to request the payment of an indemnity equal to €500 in addition to reserving the right to take action against the same Customer for compensation for any further damage caused by their faulty behavior.

Cargo Vehicles cannot be used:

- for the transport of goods or people in contravention of laws and regulations in force where the vehicle is being driven;
- for the transport of weapons, explosives, radioactive, bacteriological and similar material;
- to push and / or tow other vehicles;
- for the transport of goods exceeding the quantities required by the registration certificate and the service and maintenance booklet;
- for the transport of animals;
- for the transport of people;
- for the transport of goods or people exceeding the quantities provided for in the registration certificate and the service record.

7. REFUELING

The rates established by the Manager include the cost of fuel and recharging (in case of an electric vehicle). For certain specific categories of use, the cost of fuel and recharging may be charged to the customer (e.g. weekly trips).

In case of thermal vehicles it is necessary to return the vehicle with a fuel level higher than 1/4 of the tank capacity. In the event that at the time of return the fuel level is less than 1/4, the Subscriber must refuel with the Q8 and ENI fuel cards available inside the vehicle: the verification by GCS of non-refueling involves a specific indemnity.

In the event that the Subscriber uses the special card contained on board the vehicle, they will be held responsible for the irregular use and / or loss of the same card. Any loss must be immediately reported to the Manager, under penalty of being charged for supplies made before the declaration of loss. In case of electric vehicles, the vehicle must be returned with a range level of more than 10 km.

In case of electric vehicles used for the Free Floating Service, recharging is the responsibility of the Operator.

In case of electric vehicles used for the Station Based Service, recharging is the responsibility of the user who must, at the end of the booking, return the vehicle and charge the EV at a charging point if the stall is equipped with a charging infrastructure.

8. INSURANCES

Vehicles in Car Sharing service are covered by a third party liability car insurance (people or things). This insurance operates with a ceiling of € 25,000,000, without deductible.

As required by Law 990/69 which regulates the insurance of civil liability for cars, all passengers (with the exception of the driver) are insured with the same limits set for third party liability for any injuries reported in accidents in which the vehicle was involved.

The Manager also stipulates the "driver accident policy" and covers the risks for fire and theft provided for by the specific "kasko" all inclusive car insurance policy.

The insurance coverage has no effect in the event of willful misconduct or gross negligence or use of the vehicles that does not comply with the Contract.

9. BEHAVIOR IN CASE OF BREAKDOWN / ACCIDENT / THEFT - VANDALISM

A) BREAKDOWN

In case of breakdown of the vehicle, which prevents its use or which is presumed to jeopardize the safety of the occupants, it is necessary to contact the Call Center which will identify the most suitable solution to allow the Subscriber to finish the trip. In case of need, the Subscriber will have to wait for the Assistance to pick up the car with a tow truck.

B) CLAIMS

In the event of an accident, the Subscriber must comply with the behavioral rules set out in the Highway Code, fill in the CID form (which must be delivered to the Manager within 24 hours) and contact the Call Center as soon as possible in order to communicate what happened. The Manager may charge the Customer a cost of handling the claim, with the exception of cases of fault not attributable to the Customer. The ascertainment by GCS of a claim not previously declared involves the application of a specific indemnity to be paid by the Subscriber.

C) THEFT - VANDALISM

All GCS vehicles are covered by a specific R.C.A., the Italian third party insurance; theft and fire; and fully comprehensive policy. In the event of total or partial theft, or acts of vandalism, the Subscriber must notify the Call Center and report the relevant complaint to the Police, of which he must send a copy to GCS within 24 hours.

10. ALL INCLUSIVE RISK COVERAGE - MAXIMUM CHARGE FOR INDIVIDUAL CLAIM

The all inclusive coverage insures the Subscriber against his own damage from collision, fire and theft (total or partial), robbery, atmospheric events and vandalism. In the event of a collision with other vehicles, the relevant CID accident report must always be presented.

With the sole exception of a collision with active CID (full compensation), a penalty will be applied as compensation for damages not provided for in the insurance coverage and / or for the damage due to the broken down vehicle. It is also possible for the Manager to charge the costs inherent in the management of insurance practices.

The Subscriber will be responsible for all damage to the vehicle or to persons and property of third parties attributable to the Subscriber himself or to Authorized Entities, which are not covered by the forms of coverage prepared by the Manager.

The Manager may also charge the Subscriber for damages resulting from accidents caused by the Subscriber himself or by Qualified Entities and not otherwise covered, such as the depreciation of the vehicle, the use of a replacement vehicle, claims and charges by third parties. The amount of the penalty will be calculated based on the level of damage reported on the vehicle, as shown in the table below:

	MINIMUM	SLIGHT	SEVERE	VERY SEVERE	VERY SEVERE
FRONTAL	tires	bumpers	mudguards	suspensions	
	taillights	front grille	windscreen	engine	
SIDE	lights blinkers	headlights	radiator	gearbox door	
	rear-view mirror	door	engine hood	pillars	scrapping
REAR	tyres	fenders	complete side panel	roof	scrapping
		rear bumper	glazing	suspensions	
		taillights	trunk		
			fenders		
AMOUNT	€ 150.00	€ 300.00	€ 600.00	€ 1000.00	€ 1500.00

Drivers of motor vehicles in service are covered by appropriate insurance accidents - which can be consulted at the Operator - which provides for coverage of the risks of death and permanent disability, with variable ceilings in relation to the type of vehicle involved. In any case, the subscriber is fully liable (without maximum spending limit) in the following cases:

- for damage caused by incorrect use of the vehicle
- for damage caused inside the passenger compartment
- for damage caused while driving the vehicle by persons other than the subscriber or authorized persons
- compensation rights by the insurer (including but not limited to: driving while intoxicated, etc.).

The damage indemnity is canceled in the case of purchase of the service (within the annual fee or per trip charge). The total insurance coverage is not applicable to means of transport for goods on which the excess will be calculated in the event of damage.

11. SANCTIONS FOR VIOLATION OF THE RULES RELATING TO ROAD CIRCULATION

The Manager will indicate the identification data of the Subscriber to the competent administrative authority (or Authorized Entities), also through the vehicle owner, who at the time the infringement was ascertained, was the holder of the booking of the vehicle subject to the sanction, so that the same authority can take care of the new notice. Likewise, the Subscriber will be responsible for any administrative penalties that may be imposed on the vehicle returned within 48 hours prior to the entry into force of temporary parking bans relating to the same area (by way of example and not limited to street washing, street markets, road works). A customer who returns a vehicle to a parking space at a permitted time but which is nonetheless affected by a periodic parking ban indicated by permanent signs (for example weekly local market) will also be considered responsible for the penalty. In this case, there will be no limit or hourly discrimination.

It will be the Subscriber's responsibility to send a copy of the payment of the fine to the Manager. In the event that the infringement involves the forced removal of the vehicle, the Subscriber must promptly inform the Call Center which will arrange for the recovery of the vehicle. All costs resulting from the forced removal (including but not limited to infringement, towing, remittance, recovery) will be charged to the subscriber together with the related administrative sanction. All expenses and charges resulting from any legal proceedings and sanctions referred to above, which must be incurred by the Manager due to the inaction of the Subscriber, will be re-charged to the latter.

12. TRAVEL ABROAD

Travel abroad is permitted in countries of the European Union and in Switzerland. Extraordinary vehicle maintenance costs, incurred by the subscriber during travel abroad, will be recognized only if carried out at the official assistance network of the vehicle manufacturer.

13. COST OF THE SERVICE

The cost of the Service consists of:

- subscription cost (where the onerous subscription is chosen)
- variable costs of use: hourly costs + mileage costs depending on the type of vehicle and the type of service. The usage rates are available on the website elettracarsharing.com. The Manager may proceed at any time to update the usage rates by giving appropriate communication to the subscriber in the usual manner (direct mailing), as well as offering commercial proposals by notifying subscribers.

14. BILLING

Invoicing can be periodic (monthly, weekly) or by single trip: the payment methods are established at the time of registration and may depend on the type of subscription.

The invoice will show all the trips made with the relative amounts, in addition to any services requested, indemnities charged and / or expenses that GCS has incurred for reasons attributable to the Subscriber (including but not limited to: vehicle cleaning costs, restoration and / or repair of the vehicle, administrative penalties, insurance deductibles, other reimbursements, etc.). The Subscriber may request a report on the services he has used.

Any disputes regarding invoices do not entitle the Customer to suspend payment.

In the event of insolvency, the Manager will charge the Subscriber the amount of recovery costs and accrued interest on late payments.

The Manager reserves the right to ask the Subscriber for an advance payment on the amount determined to date for the use of the Service. Failure to pay the aforementioned advance payment authorizes the Operator to suspend the Service itself.

Every amount prepaid by the Customer in their reserved area is valid for a limited time or until the withdrawal date of the Contract by the Customer or the Manager.

If the cost of the ride exceeds the amount of the prepaid credit, the Manager will proceed to debit the balance on the credit card registered at the time of registration. In no case can the amount of the unused prepaid credit be returned in cash.

15. LIABILITY

The Manager is not liable for any damages suffered by the Customer unless they are attributable to him by way of willful misconduct or gross negligence.

The Manager is not liable for direct or indirect damages of any nature that the Subscriber or third parties may suffer in any way due to changes in the methods, times and / or conditions of provision of the Service as well as due to suspension, interruption or otherwise unavailability of the Service itself dependent on vehicles, technological equipment, telecommunications information systems and in any case from any cause including those attributable to both its suppliers and third parties. Furthermore, any liability of the Operator is excluded for the total or partial non-fulfillment of the obligations assumed due to force majeure such as, by way of example and not limited to: acts of the State and the Public Administration, acts of the Public Authority, legal limitations, fires, floods, explosions, mobilizations, riots, strikes, industrial disturbances, lack of raw materials, lack of electricity, interruption of telephone lines, lack of fuel oils and others. In any case, the Subscriber expressly exempts the Manager from any liability for any damages of any kind suffered by the Subscriber himself or any third parties in connection with the execution of the Contract and due to any cause and undertakes to keep the Manager free of any claims even of third parties in any capacity without any request.

16. TERMINATION

In case of breach of the Agreement, the Manager may suspend the subscription, until the termination of the breach, or evaluate the termination of the Agreement. The Subscriber's involvement in two road accidents within 12 months is a reason for termination of the Agreement, unless they are attributable to the subscriber himself / herself or to authorized persons. In the event of termination for breach of contract, no refund or rebate of fixed rates is envisaged.

17. APPLICABLE LAW AND JURISDICTION

All disputes that may arise between the parties regarding the interpretation and execution of the Contract will be the exclusive jurisdiction of the Court of the place where the Manager has its registered office, with the exclusion of any other Court. Although not provided for in the Contract, it is governed by Italian law. For any dispute that may arise between the Manager and the Customer regarding the interpretation, execution, validity, efficacy and termination of the Agreement will be referred to Consumer's Forum for domestic Customer and the exclusive forum of Genoa for the non-domestic Customer.

18. STORAGE CLAUSE

If a clause or one of the provisions of this Agreement is invalid, ineffective or inapplicable, it will not result in its invalidity, ineffectiveness or dissolution, without prejudice to the application of art. 1419, paragraph 1, cod. civ. table:

CATEGORY	EURO
Management of lost property files	free of charge
Unlocking doors by Call Center	2.00€
Locking doors by Call Center	2.00€
Total insurance coverage (without excess) for Single journey	3.00€
Total insurance coverage (without excess) for All the rides	60.00€

TABLE OF INDEMNITIES PAID BY THE EURO SERVICE SUBSCRIBER

SERVICE	EURO
Reservation extension in active booking with damage to the next customer	50.00€
Incorrect car return procedure	25.00€
Return of vehicle with fuel level lower than ¼ tank	25.00€
Incorrect refueling	150.00€
Return of dirty vehicle without notice	25.00€ + eventual expenses
Vehicle returned containing rubbish (litter, bottles, etc ...)	100.00€
Lights left on and/or windows / doors forgotten left open	25.00€
Loss or withholding of the ignition keys	200.00€
Failure to report damage to the vehicle	25.00€
Violation of the ban on smoking inside the vehicle	25.00€
Violation of the ban on the transport of animals	25.00€
Return of the vehicle in place of obstruction with intervention by Car Sharing employees	25.00€ + any administrative penalties
Return of the vehicle in place of obstruction with consequent forced removal	25.00€ + removal costs
Return delay beyond the booking period without notice	25.00€
Management of claims and fines in accordance with the Highway Code	10.00€ + costs
Non-payment of tolls (motorways and ring road)	10.00€ + expenses
Claim management (with responsibility and / or joint responsibility)	10.00€
Unreported claim	100.00€
Return of a Free Floating vehicle outside the Operational Area	100.00€
Waste and other material left in the cargo area of the Cargo vehicle at the end of the trip	500.00€
Loss / damage due to neglect of the charging cable	350.00€

Elettra Car Sharing
 Customer Service 800.002.288
 Mail: clienti@elettracarsharing.com