

# MOOWAY General Rental Conditions - Rental Agreement

The following are the general terms and conditions of the vehicle rental agreement entered into between the company TURISMOSANVITOLCAPO SRL, who operates as MOOWAY (hereinafter MOOWAY), and the customer, with the identifying data of both companies listed on page 1 of the Contract.

## ARTICLE 1. USE AND STATE OF THE VEHICLE.

- 1 The customer receives the vehicle described on page 1 of the contract in excellent working condition with its documents, tires and accessories (helmet, electric charge card, key tag, etc.) and agrees to hold on to them and use the vehicle in compliance with the rules of the Highway Code and in accordance with the specifications for the use of the vehicle type that are displayed at the front desk of the rental office and that have been duly explained to and acknowledged by the Customer.
- 2 Damage caused to the rented vehicle will be paid in accordance with the damage list that is displayed at the front desk of the rental office and that has been duly explained to and acknowledged by the Customer.
- 3 The Customer is expressly forbidden from changing any technical characteristic of the Vehicle, the Vehicle keys, the Vehicle equipment, the Vehicle's tools and/or accessories, as well as from making any modification to its exterior and/or interior appearance (except as expressly written authorization by MOOWAY). An amount of €15 will be charged for each corporate sticker and/or decorative element added or removed by any party other than MOOWAY.
- 4 The only person(s) authorized to drive the vehicle are those identified and accepted by MOOWAY in the rental contract and/or any annex thereto, provided that they have turned 18 or 21 years of age (and have at least three years of driving experience) in the case of vehicles over 50 cc and are licensed and in possession of a valid and in force driver's license. Driver's permits issued abroad will require validation when so required by existing legislation.
- 5 The use of a 50cc vehicle outside the urban area of the city or on a highway/motorway is prohibited. For higher engine capacities, it is possible to travel outside the city or on the motorway/highway within Italian territory, bearing in mind that the Road Assistance Service covers a distance up to 30 km from the shop where the vehicle was rented. Costs for assistance outside this area will be borne by the customer. These restrictions do not apply on the Balearic Islands.
- 6 The transportation of vehicles by any type of boat, train, truck or plane is not permitted (unless expressly authorized in writing by MOOWAY). In all cases, road assistance at a distance longer than 30 km from the shop where the vehicle was rented will be charged to the customer. It is forbidden to leave Italian territory with the rented vehicle.
- 7 Damages of any kind that the Vehicle, MOOWAY or any third party may suffer due to a breach of this Contract and/or its Annexes, authorize MOOWAY to remove the Vehicle from the Customer and to invoice and collect from them, upon 5 days' written notice, repair costs and/or any other amounts arising from said damages.
- 8 In the event of theft or loss of the vehicle, the Customer is obligated to turn in the vehicle keys to the shop as well as the corresponding theft report for the application of the deduction. Failure to do so will result in a penalty to be paid.
- 9 It is expressly forbidden, and the Customer agrees not to use and to prevent the Vehicle from being used for any of the following:
- a) Paid transportation of passengers and/or merchandise.
  - b) Transportation of goods, animals and/or products that are flammable and/or dangerous, harmful, toxic and/or radioactive or which violate the Law or legal provisions in force, or which are for illicit purposes.
  - c) Passenger transportation of a number higher than that authorized and indicated in the vehicle registration certificate and/or Vehicle Technical Inspection form.
  - d) Pushing or towing any vehicle or any other object on wheels or otherwise.
  - e) Taking part in competitions, official or otherwise; as well as performing endurance tests of materials, accessories or products.
  - f) Driving the vehicle under the influence of alcohol, drugs or any other type of narcotic substances.
  - g) Use of the Vehicle by people who do not have a valid driver's license.
  - h) Using the vehicle for giving driving lessons.
  - i) Giving or subletting the Vehicle in any way.
  - j) Travelling through a country different from that in which the Vehicle has been registered.
  - k) Altering or manipulating the normal operation of the Vehicle.

## ARTICLE 2. PRICE, DURATION AND EXTENSION OF THE RENTAL.

- 1 The rental price is expressed in the rental agreement and is established according to the General Price in Force

(in relation to services, taxes and fees) and the initial price agreed upon by the Customer at the time of the rental and according to the selected price.

- 2 Unless otherwise indicated in the Contract, the rental price includes the cost of compulsory civil liability insurance for the vehicle, (third-party insurance and other insurance with excess).
- 3 At the time of signing the Contract, the Customer will pay a deposit, as reflected in the Contract, as a guarantee of compliance with the obligations in the Contract and its Annexes. Once the Contract is finalized, provided that the Customer must return the scooter as per the agreed terms and that there is no damage or pending payments of any kind and for any reason, MOOWAY will proceed with the refunding of the deposit.
- 4 In the event that MOOWAY deems that the return of the vehicle and, if applicable, of the extras contracted, has been done so correctly, it will proceed to process the refund of the deposit to the same card or by Paypal or bank transfer to the bank account of the Customer. The refund of the deposit may take a few days depending on the customer's bank or country. Transfer costs are borne by the Customer.
- 5 In no event will the security deposit made at the beginning of the rental be used to extend the term of the contract. In the event that the Customer would like to enjoy the vehicle for a longer period of time than initially agreed to, the Customer agrees to obtain previously expressed authorization from MOOWAY, to immediately pay the additional amount for said extension and, if applicable, to realize the conversion of the corresponding contract.
- 6 The Customer agrees to return the vehicle to MOOWAY on the scheduled date and at the scheduled time and place agreed upon in the rental agreement. No refund will be made should the vehicle be returned before the deadline stipulated in the contract. Returning the Vehicle to a different place from the one initially agreed upon requires prior acceptance of the change by MOOWAY and will entail an additional charge of €50. Submission of a copy of the contract and the keys to the vehicle are required for any change or refund. A delay in returning the vehicle will result in a €50 penalty in addition to the price corresponding to the number of extra days.
- 7 Service is only considered complete when the Vehicle, its keys, accessories and extras have been delivered to MOOWAY during the office hours of the office from which it was rented and under the conditions stipulated in the contract.

## ARTICLE 3. PAYMENTS.

- 1 The Customer agrees to pay MOOWAY:
- a) The deposit at the moment of signing the Contract, which will be charged to the current account or card of the customer.
  - b) The final amount resulting from the application of the General Price in Force and the initial price agreed upon in the rental contract as per the selected price, corresponding to the duration, additional insurance, additional equipment and complementary services in accordance with the stipulated conditions and applicable taxes and fees.
  - c) The amount corresponding to fines or sanctions resulting from any infringement of existing legislation which the Customer may incur from the use of the Vehicle, as well as the corresponding interest and surcharges and judicial or extra judicial expenses that are generated.
  - d) In the event of a fine, MOOWAY will proceed to collect €49 Vat Included from the customer for administrative costs, an amount that will be charged directly to the customer's credit card.
  - e) The amount of €50 will be charged should a MOOWAY employee have to travel to a municipal facility to recover the vehicle that was removed on account of the Customer.
  - f) The Customer will also be responsible for the payment of any fee or fine imposed by the local authorities for the removal of the vehicle, an amount that will be charged directly to the customer's credit card.
  - g) Any amount arising from circumstances as a result of damages to third parties or to MOOWAY caused by the Customer. In the event that the customer is insured, when MOOWAY receives payment for damage or loss from the insurer, it will refund the Customer for the amount charged for damages.
- 2 In the event the Customer fails to pay these amounts, MOOWAY is entitled to retain them from the Deposit and, should this be insufficient, will charge the difference to the customer's credit card. If the customer does not pay within 24 hours, MOOWAY can deduct said payment from the deposit and file a claim through the courts or by any other means without further formality.
- 3 With the signing of the Rental Agreement, it will be understood that the Customer expressly authorizes the

direct payment of these amounts from his/her account or credit card.

- 4 The Customer is obliged to always carry with him or her a copy of the Rental Agreement.

## ARTICLE 4. COMPULSORY VEHICLE INSURANCE FOR THEFT, LOSS AND DAMAGE TO THE VEHICLE.

- 1 The rental price includes compulsory vehicle liability insurance covering damages to third parties and passengers with an excess. It does not include insurance for theft, total or partial loss, damages (or any other impairment) to the vehicle itself (or in the baggage, goods or personal objects transported in the vehicle), for any reason (either due to vandalism or traffic accident) or personal injuries.
- 2 The accessories (keys, helmets, etc.) and the extras contracted are not covered by the excess and their loss or damage will be charged to the Customer according to the general listing that is found in the shop and that has been duly explained to and acknowledged by the Customer.
- 3 Notwithstanding the foregoing, MOOWAY offers its customers the possibility of taking out additional insurance, specific information for which will be provided at the time of signing the Contract. The Customer can take out additional insurance that covers vehicle damages and theft and reduce the excess, depending on the category of the vehicle. This point will be stated in the Contract.
- 4 Excess reduction is not available for Quads.
- 5 The accessories (keys, helmets, etc.) and extras (GPS, wifi, top case, gloves, screen, blanket, etc.) are not covered by the excess reduction and their loss or damage will be charged according to the general list of damages shown at the front desk of the rental office that has been duly explained to and acknowledged by the Customer.
- 6 In case of the loss of keys, error in refuelling or a flat tire, the customer must call the shop where the vehicle was rented.
- 7 In the event of an accident or breakdown of the vehicle, MOOWAY may, at its discretion, deliver a replacement vehicle. Under no circumstances will the customer be entitled to a replacement vehicle if the accident or breakdown is due to fault or negligence of the customer.
- 8 MOOWAY reserves the right to cancel the Rental Agreement at any time and for any reason.

## ARTICLE 5. ASSISTANCE.

- 1 In the event that the vehicle can no longer be ridden or does not start, the Customer must call the road assistance company hired by MOOWAY (this number is also found on the instruction sheet together with the scooter documentation or on a sticker on the handlebar of the scooter).
- 2 The road assistance service is included in the rental price and covers a distance up to 30 km from the shop where the vehicle is rented. For assistance outside this distance, this cost will be borne by the Customer. The Customer is obliged not to leave the vehicle until the tow truck arrives to take it to the MOOWAY shop from where it was rented.
- 3 The amount of €50 will be charged to the Customer in the event of inappropriate use of the road assistance service: (I) loss or breakage of keys or helmets, (II) lack of fuel or inadequate refuelling, (III) retrieving of vehicles in places or roads not suitable for driving or unpaved, or (IV) any other error, negligence or misuse of the vehicle by the Customer.

## ARTICLE 6. FUEL.

- 1 The fuel consumed by the Vehicle during the rental period is paid for by the Customer.
- 2 The Customer must refuel the Vehicle with the appropriate type of fuel. Otherwise, the Customer will be responsible for the expenses caused by the transfer and/or repair of the damages produced in the Vehicle due to the use of inappropriate fuel.
- 3 The Customer agrees to return the Vehicle with the same level of fuel that it had at the shop. Otherwise, there will be a charge for the difference plus an additional refuelling charge of €20,50 + VAT

## ARTICLE 7. MAINTENANCE AND REPAIRS. ACCIDENTS.

- 1 The Customer is not authorized to order the repair of the Vehicle unless expressly authorized by MOOWAY. It is the Customer's obligation to stop the Vehicle upon detecting some irregularity with the functioning of the Vehicle and contact the shop where the vehicle was rented.
- 2 The Customer must contact MOOWAY or the road assistance company.
- 3 In the event of an accident with the vehicle, the customer must submit an accident report (the blue form inside the vehicle seat with the other documents) to the

shop where it was rented that is duly completed by the two parties involved and a statement of what happened within 24 hours from the time of the accident, except in situations justified by force majeure, and in any case always before the end of the vehicle rental period.

The non-delivery or the submission of an incomplete or illegible accident report or statement of what happened will result in a minimum charge of €150 regardless of the value of the damage to the vehicle at the time of its return, an amount which can be charged by MOOWAY in any case without additional excess reduction insurance coverage, in accordance with the provisions of the Contract and its Annexes. In any event, the Customer's deposit will be retained until the party responsible for the accident has been determined and, thus, the party which will cover the damage to the vehicle. In the event the vehicle is unable to be used safely, MOOWAY will keep it until the completion of an assessment by an expert.

## ARTICLE 8. MODIFICATIONS TO THE RENTAL AGREEMENT

- 8.1 These General Conditions, as well as the remaining clauses in the rental contract, may only be modified by means of a written agreement signed by both parties.

## ARTICLE 9. PERSONAL DATA PROTECTION

- 1 Please be advised that the data included in the present document is included in the customer files for which TURISMOSANVITOLCAPO SRL is responsible.
- 2 At any given time you will be able to exercise your right to access, rectification, opposition, limitation and, when applicable, portability or cancellation by communicating this in writing and providing your personal details to the address [booking@mooway.it](mailto:booking@mooway.it), indicating in the Subject line: «GDPR, Affected Rights», and attaching a photocopy of your ID or the equivalent pursuant to the law.
- 3 Likewise, we inform you that MOOWAY will be able to consult files that contain information about your financial solvency and creditworthiness, according to local regulations in force. Likewise, in the event of any non-payment, we inform you that the data relating to the non-payment may be placed in files relating to the non-fulfilment of financial obligations.

## ARTICLE 10. APPLICABLE LEGISLATION AND JURISDICTION

- 1 This contract will be governed and interpreted in accordance with Italian laws.
- 2 Issues arising from this contract between MOOWAY and the Customer are the responsibility of the Italian courts and tribunals corresponding to the city where the contract was signed and to which both parties will be subject.

SIGNATURE

mooway  
MAKE A MOVE

