



RENTAL TERMS & CONDITIONS

Joyrent s.r.l. (hereinafter referred to as "Joyrent") hereby rents out to the Customer a motor vehicle (hereinafter referred to as the "Vehicle") identified in the Conditions set forth in this Car Rental Agreement, with the covenants thereby foreseen, and under the following Terms and Conditions:

1. At the time of delivery and before collection the Customer agrees to give timely notice of any internal or external defects or anomalies of the Vehicle that are not noted on Joyrent forms. In the absence of any such notice, it shall be deemed that the Customer received the Vehicle in perfect working order and in any case in accordance with the forms signed by the Customer. The Customer agrees to return the Vehicle in the same conditions in which he or she took delivery thereof, except for any normal wear and tear in relation to distance travelled in kilometres, in clean condition compatible with normal use, including tires, fittings, documents and complete equipment outfit. The Vehicle shall be returned to a Joyrent office during normal working hours in the city in which it was rented out, or in a different place, at the day and at the time specified in this Agreement, or before if this Agreement is terminated in advance or in the event that the Vehicle is used in breach of the provisions set forth therein. Pursuant to Article 1456 of the Italian Civil Code, Joyrent may terminate this Agreement early if the Customer contravenes Articles 2 and 3 or fails to pay its debts as they fall due, or in the event of bankruptcy or of any other insolvency procedure.

Joyrent shall in any case reserve the right, prior written notice, to terminate this Agreement and the ensuing Commercial Agreement, where applicable, in the event that the requirements for the Customer's economic and financial reliability, upon which the aforementioned Agreement is based, are reduced.

Having given notice of the termination of the Agreement, the Customer shall be required to immediately return the Vehicle(s) belonging to Joyrent and to pay the latter the amount agreed upon until the date of delivery of the aforementioned Vehicle(s).

Regardless of the conditions set forth in Article 4 below, the Customer shall be liable for any loss caused to the Vehicle on account of improper use thereof or for wear and tear that is disproportionate to the kilometres travelled and, as a penalty not subject to equity reduction, for the commercial value of the Vehicle in the event that the latter does not return the keys of the vehicle to Joyrent in case of theft or does not deliver to Joyrent the original theft report, presented at the Judicial Authority; the theft report must be submitted by the Customer, except in cases of proven impediment, within 24 hours of the event. What applies in case of theft, except the obligation to report to the Judicial Authority, applies also, mutatis mutandis, in case of fire (except for cases set out in article 4 below).

Joyrent shall not be liable for any loss caused by the Customer's failure to keep the Vehicle in good working order and drive it with reasonable care and reserves the right to charge the Customer, as a penalty, for damages to the vehicle however related to wilful misconduct and/or gross negligence of the Customer in the use of the same. There shall be no prejudice to the Customer's right to prove that any damage was caused by reasons not imputable to him/her pursuant to Article 1588 of the Italian Civil Code.

2. The vehicle may be driven by the Customer whom this rental agreement is made out, to and by other persons, both in Italy and in permitted foreign countries, listed on the Specific Terms and Conditions, only after written consent has been given by Joyrent and only once the additional fee indicated in this Agreement has been paid. Under no circumstances shall the Vehicle be driven by a person who does not hold a valid driving license issued by at least one year and, normally, by persons under 21 years of age.



Provided that they have been in possession of a driving license for at least two years and that the additional fee indicated in this Agreement has been paid, persons under 21 years of age may drive specific categories of vehicles listed in the Special Rental Conditions.

Additional requirements for the driving license are:

- the driver must always be in possession of the original driving license;
- the driving license must be valid upon pick up of vehicle and its expiry date must be later than the drop off of vehicle;
- no cancellation and/or erasure must be present on the driving license;
- no amendment and/or adjustment is allowed unless they are certified (with date and stamp) by an appropriate Authority;
- the driving license must report the driver's photo and signature,
- to drive in Italy, all driving licenses issued by countries member of the European Community are valid but the driver must be in possession of a valid passport as well;
- as for the driving licenses issued by countries not member of the European Community, the driver must be in possession (together with the driving license, of course) of a proper International Driving Permission whose validity is of 1 year so it needs to be in regular course of validity;
- all driving licenses reporting non-Latin characters (e.g. Arabian, Chinese, Japanese, Cyrillic and so on) are not accepted unless they have been translated by the Embassy or Consulate in Latin characters;
- in no case military driving licenses, copies of driving licenses will be accepted.
- Temporary driving licenses issued by the police station, valid at the time of pick-up of the vehicle with driver photograph attached and approved by the police officer, are accepted.

Moreover, the vehicle must not be driven by persons under the influence of alcohol or drugs.

Lastly, the Vehicle must not be used:

- a. for the transportation of smuggled goods, explosive material or polluting substances which, because of their conditions, can damage the vehicle and obstruct or delay the possibility to be hired again by Joyrent;
- b. for the transportation of animals different than guide dogs for visually impaired people.
- c. for the transportation of passengers or goods for good and valuable consideration;
- d. to push or tow another motor vehicle or tow vehicle;
- e. in competitions of any sort whatsoever, whether sportive or not, or for track tests;
- f. for driving off-road or on roads unsuitable;
- g. for driving under overload conditions or improperly secured loads;
- h. for the transportation of packs or postal packages;
- i. to give driving lessons or driving practice;
- j. to do sub-rent activities, without the prior written permission of Joyrent;
- k. to circulate in restricted areas, such as, but not limited to, runways or take-off, the streets of airports or adjacent areas;
- l. for any other use in breach of laws or regulations, or to pursue any other illegal activity.

3. The Customer agrees to pay and/or reimburse Joyrent for any of the following items proven by an invoice:
 - a. a fee for the kilometres travelled by the Vehicle during the rental period, calculated on the basis of the applicable rate;



- b. a fee calculated on the basis of the rental period. If the Vehicle is returned with more than 59 minutes of delay, Joyrent shall be allowed to invoice a further day of car rental;
 - c. an additional fee in the event that the Vehicle is returned at a different location from where it was rented;
 - d. any other fee set forth in this Agreement as compensation for additional equipment outfit and/or refund, including additional amounts for reduction/exclusion of liability for loss and/or theft;
 - e. the cost of refuelling the tank, as well as related services, in the event that the Customer opts to return the Vehicle with less fuel than he has received. In the event, however, that the Customer decides to purchase a full tank of fuel at the start of the rental period, the cost of which shall be indicated in this Agreement, the Customer shall not be charged for the cost of such service, but shall not be reimbursed for the remaining fuel. If the Customer travels up to a maximum of 120 km, then, even if the fuel tank indicator shows a full tank, a sum of €15 + VAT will be charged unless, at the time the vehicle is returned, the Customer shows a refuelling receipt of the petrol station closer to rental location;
 - f. the fines charged to the Customer and/or Joyrent for any violation of the Road Code and/or infringement of other applicable regulations during the rental period, as well as the related fee cost listed on own Joyrent website www.joyrent.it as administrative fee for each such fine;
 - g. any toll fee and/or parking fee not paid directly by the Customer, as well as the related fee cost listed on own Joyrent website www.joyrent.it as an administrative fee incurred in dealing with such non-compliance.
- The Customer shall be directly liable to the Authority imposing a fine, with the exception of violations to the Road Code or other applicable regulations not attributable to the Customer. In the event of seizure or of any other sort of impounding of the Vehicle attributable to the Customer, Joyrent shall charge the Customer a daily rental fee for every day of impound of the Vehicle as well as any other cost incurred by the latter for the return from the Authorities;
- h. any expense, including legal fees, which Joyrent may incur to obtain payment of any amount due by the Customer;
 - i. all administrative expenses, taxes, surcharges and duties arising from the rental;
 - j. award of damages for losses negligently caused by the Customer to the roof, bottom, upholstery or body of the Vehicle, even if the Customer has paid a premium for reduction or total elimination of economic liability (the so called "Additional Service" described in article 4);
 - k. the amount for the Delivery and/or Collection for each rental starting and/or ending in places other than rental offices Joyrent (ex. Hotel, Firms etc.), as specified in the tables available at the offices Joyrent;
 - l. the amount due for each rental that starts or ends outside the operating hours observed by rental offices Joyrent.

4. The Customer acknowledges that the rental shall terminate on the date and time indicated for returning the Vehicle and its keys to Joyrent. Failure to return the keys on the date and time agreed upon shall result in the Customer being charged (the exact amount being detailed in the Special Rental Conditions at: www.joyrent.it).

The Customer acknowledges, moreover, that if Joyrent authorized the Vehicle and keys to be returned out of office hours, such rental shall terminate at the date/hour in which the aforementioned rental office re-opens without prejudice to the Customer's liability for any damages to the Vehicle.



In the event of a delay for any reason whatsoever in the payment of any amount due and invoiced, the Customer shall pay Joyrent the interest accrued at the official BCE rate applicable at such time, increased by 7 percentage points and always in compliance with the limits established by the law.

The Customer agrees to return the vehicle in time, and in any case within 7 days if so required by vehicle recalls, scheduled maintenance or Joyrent administrative needs. Failure to return the vehicle shall result in the Customer being charged the economic losses that Joyrent may prove to have incurred.

5. The Customer shall be held accountable for any damage to the Vehicle, except for any specific liability reductions purchased at the time of the rental. Joyrent shall charge the Customer for the cost of the repairment of the Vehicle accordingly to the amount of the Economic Liability indicated in the Rental Agreement.

The Customer may choose to sign up for the Additional Service that reduces or eliminates the penalty in the event of damage to the Vehicle. Signing up for the Additional Service that reduces or eliminates damage liability (except for the damage set out in article 3-point j. above) shall not exempt the Customer from his/her ordinary duty of care in driving the Vehicle. Additionally, the Customer will be liable for any damages caused to the vehicle due to vegetation, even if he has subscribed the aforementioned Additional Services, as this can be considered his negligence to drive the car in the countryside or in places where the vegetation can cause scratches and damages to the vehicle. Joyrent reserves the right to charge the Customer for damages the Customer is responsible for. In such events, The Customer shall retain the right to prove that the damage was caused by reasons not imputable to him/her pursuant to Article 1588 of the Italian Civil Code. Joyrent shall charge the amount identified in our specific terms and conditions in the form of an administration fee for the claim's handling.

On return of the vehicle it's customer's responsibility to check in with staff assigned Joyrent the state of the vehicle, ensuring and signing any differences than indicated in the form signed by the Customer at the start of rental. The Customer acknowledges that in any case any further charges to repair the vehicle, resulting from "hidden damage" to the body or due to mechanical failure detected by Joyrent after the delivery, will be charged to the Customer.

If, for any reason a joint review was not possible, the Customer hereby authorizes Joyrent to charge him for any damage later found on the vehicle, whilst the above mentioned about any "hidden damage".

The quantification of the damage will be worked out by Joyrent on the basis of reparation price lists adopted by the Car Manufacturer at the date of return of the vehicle. Joyrent reserves the right to arrange specific tables for immediate estimation of the damage detected.

The Customer is responsible for total or partial theft of the Vehicle up to the amount indicated in the Rental agreement.

The Reduction/Exclusion of Liability for Theft shall not exonerate the Customer from adopting ordinary diligence to avoid vehicle theft.

In the event of total or partial theft, Joyrent shall charge the amount identified in our specific terms and conditions in the form of an administration fee for the claim's handling.

Joyrent reserves the right to charge the Customer, as a penalty, the price of the Vehicle (with reference to Yellow Eurotax) in case of theft, unless the Customer is able to prove that he/she acted diligently to avoid the theft and that this occurred for reasons not imputable to the Customer pursuant to article 1588 of the Italian Civil Code.



Without prejudice to the restriction of vehicle circulation in countries not included in the Specific Rental Terms and Conditions, the Reduction/Exclusion of Economic Liability for Damages, and the Reduction/Exclusion of Economic Liability for Theft shall not apply if travelling to countries other than those specified in Specific Rental Terms and Conditions.

In such events, the Customer shall, as a penalty, be obliged to reimburse Joyrent for damages to the vehicle or, in case of theft, to pay for the commercial value of the vehicle according to the Yellow Eurotax official value in the month and year in which the theft took place.

The customer, therefore, by signing the Rental Agreement, expressly agrees and authorizes Joyrent, in case of towing or particular damage difficult to establish and not immediately quantifiable, to examine the issue in due time and meanwhile proceed, with the purpose to protect the company, to increase the credit line of the pre-authorization, taken when signing the Rental Agreement, to the maximum of the compensatory penalties defined under the Specific Terms and Conditions.

6. With reference to the charges set out in Articles 3 and 4 of this Rental Agreement, the Customer acknowledges that some of them could be detected also after the return of the vehicle, without any forfeiture of the Law terms.

The Customer, therefore, by signing the Rental Agreement, expressly agrees that any such charge may occur even after the return of the vehicle, on the Credit Card presented by the Customer at time of rental as a method of payment.

7. All Vehicles are covered by R.C.A. (Third Party Liability) compulsory insurance in accordance with the current laws and in the countries specified in the green card. R.C.A. insurance policy guarantees insurance coverage of Civil Responsibility toward third parties, animals and goods.

The Customer may, moreover, take up insurance coverage for injuries to the driver and passengers. The general insurance policy conditions are available for viewing at Joyrent Head Office for examination of the contents thereof. Customer acknowledges that Joyrent can never be held responsible for loss or damage to property, goods and/or values transported, abandoned or forgotten in the vehicle, during the whole rental period as well as after it has been returned. Without prejudice to the above, if property is found in the vehicle Joyrent shall inform the Customer and make the property available to the Customer for collection for a period of maximum 30 days after the rental, after which period, the property shall be understood to be abandoned.

8. In the event of a road accident, the Customer may obtain a replacement vehicle from Joyrent. The Customer agrees to protect the interests of Joyrent and its insurance company, agreeing, among other things, to:

- a. provide the names and addresses of the parties involved in the accident, as well as of the witnesses thereto;
- b. not admitting to uncertain possible responsibilities or negligence;
- c. not leaving the Vehicle unattended or without adequate protection;
- d. give immediate notice of the accident to Joyrent, even in the event of minor damages.

In order to allow Joyrent for a quick start-up of the claim and in any event pursuant to Article 1913 and 1915 of the Civil Code, the Customer agrees to immediately report in writing to Joyrent about the accident within 48 hours (unless there are objective and documentable reasons that impede this), sending the CAI (Constatazione Amichevole di Incidente) form duly filled out by both parties involved in the accident or a detailed report supported by a scheme of the dynamics of the accident and the details of the counterparty. In order to protect the Customer from potential requests for damage compensation by third parties related



to events occurring during rental period for which the Customer is not responsible, signing the “Compulsory Statement” certifying the involvement or not in an accident at the end of the rental period is mandatory. If such statement does not reflect the true circumstances of the event the Customer shall be prosecuted by the law for false or untrue statements. In the event of disputes with third parties, within and no later than 5 working days from the recorded letter with advice of receipt sent by Joyrent, the Customer agrees to follow up on specific document requests supplying his/her own further collaboration and providing any elements not yet transmitted to Joyrent which may be useful for the proper handling of the defence line. Customer’s failure to comply with this obligation shall render the *Additional Service* for the Reduction/Exclusion of Liability unusable. Furthermore, Customer shall be charged entirely for any other cost deriving from requests for damage compensation by third parties and in relation to which Joyrent is not able to produce defence documentation.

Under no circumstances shall Joyrent guarantee the replacement of merchandise trucks, and strictly forbids that such vehicles be taken abroad unless express authorization has been given by the rental office in question.

9. The Customer acknowledges that during the winter period it is mandatory to have winter tires or show chains onboard when traveling on part of the national and international road network; Joyrent provides such items. Joyrent declines any responsibility if Customer chooses not to use them.

10. Without prejudice to the manufacturer’s responsibility for manufacturing flaws and defects and the provisions set forth in Article 1 of this Agreement, Joyrent shall apply reasonable care to keep the vehicle fully maintained. Should malfunctions occur during the rental period, Joyrent shall not be held liable in contract or in tort for damages of any nature suffered by the Customer and directly or indirectly due to the aforementioned flaws and defects, unless these events are attributable to Joyrent. Joyrent shall not be held liable for damages deriving from the Customer’s failure to diligently comply with maintenance and handling of the vehicle. The Customer undertakes to provide the vehicle with the correct type of fuel and check the engine oil level and all other liquids, every 1000 km covered, providing top up if necessary.

11. In case of accident or breakdown the customer is required to contact Joyrent Road Assistance by calling the phone numbers listed in the Rental Agreement folder. No work can be done on the vehicle without prior written consent by Joyrent. For any replacement vehicle, subject to availability and opening hours of the rental centres, the customer has to reach the nearest car centre. Any cost incurred (travel, hotel, etc.), to reach the rental centre or to continue the journey itself will be redeemable for a maximum amount of Euro 200,00 upon presentation of receipts, subject to the provisions of art. 1223 cc on the damage that is immediate and direct consequence of the failure occurred. For any other type of occurrence, reimbursement and / or compensation will never exceed the total value of the rental, subject to the provisions of art. 1223 cc on the damage that is immediate and direct consequence of what occurred. Joyrent reserves the right to not provide a replacement vehicle in case of accident, breakdown, theft, damage or for any other reason at its sole discretion, without having to justify such refusal. No replacement vehicle shall be provided in case of theft or fire occurred in Campania, Apulia, Calabria and Sicily.

12. The Customer undertakes not to assign, sell, mortgage or pledge this Agreement, the Vehicle, the equipment or any other part thereof and not to act against Joyrent property rights.

13. Any amendment or addition to these Car Rental Agreement General Terms and Conditions is forbidden.

14. This Car Rental Agreement shall be governed by Italian law.



15. If there is disagreement between the interpretation of the Italian version and this translation of the Car Rental Agreement, the Italian version shall prevail.

16. If the Customer wishes to extend the rental period beyond the term established in this Agreement, an immediate notice shall be sent to the office where the Rental Agreement was issued to obtain authorization for the extension. The Customer shall be required to comply with the terms and conditions set forth in this Rental Agreement even if Joyrent authorizes the extension of the rental period.

17. Joyrent shall invoice the services provided for in this Rental Agreement to the person entering into the same, unless the latter has signed in the name and on behalf of another person who has duly authorized so. In such a case, the authorizing person shall need to be indicated in the Rental Agreement with signature commitment and without prejudice to commercial agreements as an exception.

18. The Customer has been informed by Joyrent that, pursuant to Legislative Decree No. 196 of 30th June 2003 (hereinafter referred to as the "Data Protection Code"), the data provided by the Customer may be treated in compliance with the provisions contained therein.

The Data Controller, pursuant to the Data Protection Code, is Joyrent – Cr.so Italia 17, 39100 – Bolzano (BZ). The foregoing personal data shall be used by Joyrent exclusively for reasons and purposes related to the rental, specifically:

- a. completion and execution of Vehicle Rental Agreements and any other related agreements, as well as the creation of a Customer Database for such purposes;
- b. implementation of international payment systems standards (such as, bank wire transfers, debits/credits by means of credit or debit cards, etc.);
- c. transmission of advertising material; commercial analyses and market researches of consumer habits.

Moreover, Joyrent may use such data to allow the public authorities to notify any penalties to Customers who have violated the Road Code, or other applicable provisions, for payment of the related pecuniary sanctions. The Customer is hereby informed that electronic devices indicating the geographical position of the vehicle and/or recording of driving parameters may be installed on Joyrent vehicles.

Such data shall be used by Joyrent only in the case of theft, failure to return the vehicle, accidents or other illicit behaviour in which the Customer may have been involved and shall not be kept for a period beyond that strictly necessary for such purpose or communicated to parties other than public authorities, insurance companies, firms and appointed professionals who provide Joyrent with the services required to protect the Customer's rights in the foregoing events.

Lastly, Joyrent may use data, pursuant to Article 24 of the Law, for other activities authorised expressly by provisions of the law or by the Italian Data Protection Authority.

Data processing shall be carried out by using instruments that ensure the safety and confidentiality thereof and shall be performed:

- a. by the persons expressly appointed under the Data Protection Code by the Data Controller and Processor(s);



- b. by individuals specifically appointed pursuant to the Data Protection Code, who provide Joyrent with specific data analysis and/or processing services;
- c. by individuals and economic instates having access to the Customer's personal data to the extent permitted by the legislation currently in force or introduced in the future.

The updated list of data processors, as well as the list of persons appointed to process such data in relation to the previous points i. ii. can be accessed on the Internet site "Joyrent.it", as well as at the registered office of Joyrent.

As a result, thereof, the Customer is aware that his or her personal data may be transferred, even electronically, to other parties, such as:

- a. all companies of the Joyrent Group or rightfully using the Joyrent trademark;
- b. companies specialized in commercial credit rating and management of clients, even if potential, on behalf of Joyrent, or in procedures provided for by the law in relation to the performance of used vehicles' rental and/or sale agreements entered into by Joyrent;
- c. companies and economic institutes which, in partnership with Joyrent or with Joyrent Group companies, may offer the Customer products and services that may be of interest.

An updated list of the parties mentioned in letters a., b. and c. above is available on "www.Joyrent.it", as well as from the Joyrent registered office.

The Customer's consent for the transfer and data processing is discretionary and necessarily functional to the establishment and performance of this agreement.

In any case, pursuant to Article 7 of the Data Protection Code, the Customer may at all times obtain information on:

- a. the source of the personal data;
- b. the purpose and method for data processing;
- c. the method of storage and processing of the information;
- d. the personal details of the data controller and data processors;
- e. the type of parties to whom such data may be disclosed, or who may have knowledge of the data in their capacity of data processors or persons appointed to process such data.

In order to access his/her personal data the Customer must provide Joyrent with enough information to identify said data. Moreover, Joyrent must be able to confirm the identity of the Client to ensure that his/her personal data won't be shared with a third party, but only with the interested party. Requests shall be issued to the following email address: privacy@joyrent.it

Moreover, the Customer has the right to obtain: the updating, rectification, integration, cancellation, transformation into an anonymous form or the blocking of data processed in breach of the law, including data whose storage is not necessary for the purposes for which it has been gathered or subsequently processed. If requested, the Customer is also entitled to ask for a certification that the aforementioned processing operations, including the contents of the data processed, have been brought to the attention of the persons to whom the data was transmitted.



The Customer may exercise the rights set forth in Article 7 of the Data Protection Code by sending a recorded letter to the attention of the Data Processor to the following address: Joyrent – Via delle Pollative,58 Prato or by writing through the web site www.Joyrent.it.

Joyrent will acknowledge the reception of the Customer's request and will provide a feedback within one month from the reception of said request.

In addition to the data provided by the Customer, the Customer is informed that electronic devices for the detection of the geographical position of the vehicle and/or the recording of driving parameters may be installed on Joyrent vehicles. Joyrent collects the aforementioned automatic data from the cars that display a specific window sticker.

Collected data are:

- a. position of the car (GPS coordinates)
- b. status of the car (on/off)
- c. elevation of the car (lifted, grounded...)

These data are transmitted via reserved access points to the network (APN) in total security; from there the encrypted data travel across the internet following adequate security protocols.

The data will be used by Joyrent only in case of theft, failure to return the vehicle, accidents or other illegal behaviors in which the rented vehicle may be involved. The data will be kept only for the amount of time strictly necessary to achieve such purpose and won't be shared with subjects other than public authorities, insurance companies, companies and appointed experts which provide Joyrent with the necessary services for the protection of its rights in the above mentioned cases.

The management of these data is handled primarily via Targa Telematics servers.

In relation to personal data processing concerning the Customer, as previously described, the Customer freely expresses his or her consent pursuant to and for the purposes of the Law.

If a provision of this Rental Agreement is null and void, such nullity will not invalidate the other provisions of this Rental Agreement.

If the Customer decides to pay in a currency other than the one used to quote the rental cost, the equivalent value shall be calculated at the exchange rate published by CITI-BANK increased by 4% for the reimbursement of bank fees and expenses and foreign exchange fluctuation risks.

Accordingly of the Art. 1341 and subsequent of the Civil Code, and due to their effects, the Customer declares that he/she has inspected and expressly accepted the conditions listed in the art. 3, 5 and 6.

VAT IS 22%