



## MYLOCAUTO TERMS AND CONDITIONS

The following conditions regulate the access and the services that **Locauto Rent Spa**, with registered office in Trento, Piazza Silvio Pellico 5, Fiscal Code and VAT number 04367650969 (hereafter **Locauto**) makes available to the customer (hereinafter **Customer**) through its digital platforms in order to improve and speed up the use of rental services.

### 1. DEFINITIONS

**Website** is the Locauto website [www.locauto-rent.com](http://www.locauto-rent.com)

**MyLocauto Portal** is the website section dedicated to customer's data collection as well as the documents required to provide the services described in the following conditions.

**Customer** is the person properly and correctly registered on the MyLocauto Portal and who intends to make use of the rental services provided by Locauto.

**Locauto Account** is the system of unique and confidential credentials that allows the Customer to access the services and personal information entered on the MyLocauto Portal.

**Locauto App** is an App for mobile devices that allows, among other things, to book and rent Elefast vehicles.

### 2. REGISTRATION ON THE MYLOCAUTO PORTAL

The registration on the MyLocauto Portal is reserved for people aged 18 or more holding driving license valid for the Italian territory. Registration is valid for an indefinite period. Locauto reserves the right to refuse or cancel the Customer's registration without obligation to provide reasons.

Locauto also reserves the right to block the Customer's access to the MyLocauto Portal, and to decline the rental, even for an indefinite period, in all cases in which it has encountered irregularities in the execution of the rentals (e.g. late or missed payments, failure to update personal data and driving license data, damage to rented vehicles and refusal to compensate them etc...), and in any case in all those cases in which - at its sole discretion - it deems the guarantee of the regular execution of the rental agreement by the Customer no longer valid.

Registration on the MyLocauto Portal implies acceptance by the Customer of each part (without any reservations) of these Terms and Conditions.

### 3. MANAGEMENT OF THE LOCAUTO ACCOUNT

The Customer undertakes to keep the credentials of his Locauto Account confidential and not to make them accessible to third parties. It also undertakes to modify them immediately if it has reason to assume that a third party has become aware of them. In this case, as well as in case of loss of their credentials, the Customer is required to promptly notify Locauto of this in order to suspend the Locauto Account. The customer who has not provided immediate notice remains responsible for all the negative consequences deriving from the violation of this rule and also renounces any form of claim against Locauto for any personal damage. The Customer undertakes to enter and manage their data exclusively for personal reasons, recognizing and accepting that the use of the MyLocauto Portal is exclusively reserved to him.

### 4. PERSONAL AND BILLING DATA

The Customer undertakes to enter the data and personal documents required by the registration procedure truthfully and up to date in the MyLocauto Portal. The Customer accepts and acknowledges his responsibility for the truthfulness of these data and documents, both with reference to the creation of his personal profile (so-called "driver registry") and with reference to the insertion of billing data, where different from personal data (so-called "billing registry"). The Customer indemnifies Locauto from any disservice, error or prejudice resulting from the incorrect or incomplete insertion of the above mentioned data. If the data entered by the Customer turns out to be incorrect or out of date, Locauto reserves the right to suspend the Customer's Locauto Account until it is regularly updated.

### 5. VALIDATION OF THE DRIVER REGISTRY

The Customer acknowledges and accepts that the validation of the driver registry is an indispensable requirement in order to access the services provided by the MyLocauto Portal. The validation of the registry can take place in the following ways:

- a) automatically, through the IT verification tools prepared by the online registration procedure, after correct and complete insertion of the data and documents required by the Customer
- b) manually, after verification of the Locauto backoffice operators through remote control of the information and documents entered by the Customer
- c) manually, after contextual verification of the Customer's information and documents by the operators of the Locauto rental offices

Where required, Locauto operators may request the Customer to show an identity document and a driving license entered in the MyLocauto Portal, also through remote communication tools such as video calls, teleconferences etc. Locauto always reserves the right not to validate the customer registry without obligation to provide reasons. Locauto cannot be held responsible for any damage or inconvenience to the Customer resulting from the failure to validate the registry. The Customer acknowledges that any change made to the registry entered in the MyLocauto Portal entails the obligation of a new validation, which can take place in the manner listed above. In the event of omission or missed



validation of the updated master data, the Customer cannot be considered authorized to use the services of the MyLocauto Portal. Regardless of the foregoing, Locauto reserves the right to periodically check the Customer's information and documents and, in case of anomalies, to suspend or cancel the Customer's membership.

## **6. DRIVING LICENSE**

The customer is sole and only responsible for meeting the eligibility requirements for driving a vehicle on Italian territory. If, after the validation of the registry, facts have occurred that make the Customer not eligible for driving (such as, for example, but not limited to, the revocation, suspension, even temporary or loss of the license, the issuance of judicial restrictions, etc.) the Customer must refrain from using the services provided by the MyLocauto Portal. In the event of non-compliance with the aforementioned provisions, the Customer assumes full and total responsibility, also relieving Locauto Rent of any prejudice. If the Customer is not in possession of a valid driving license for the Italian territory, it is his duty to obtain an international driving license or an equivalent document (such as, for example, the sworn translation into Italian of the national driving license, issued by an authorized body or a embassy) and send it to Locauto using the tools provided by the online registration procedure on the MyLocauto Portal. The Customer acknowledges that this equivalent document represents an indispensable requirement for driving on the Italian territory, therefore he undertakes to take it with him during each rental, assuming all responsibility deriving from the unavailability of the same towards the police forces and also relieving Locauto of any consequence that the aforementioned lack may cause to the assets of its property such as, for example and without claiming to be exhaustive, the seizure of the rented car.

## **7. ONLINE CHECK-IN SERVICE**

The Customer who proceeds correctly and completely to the creation of a driving registry on the MyLocauto Portal, has the right to use the "Online Check-In" service. The service consists in the possibility, before the rental, to associate their personal data to a reservation, thus allowing Locauto IT systems to pre-fill the rental contract and therefore to speed up its issuance.

To take advantage of the Online Check-In service, the Customer must:

- a) make sure that personal data are complete and updated
- b) make sure that personal data are validated
- c) associate a reservation already made (or to be made after registration) to the Locauto Account through the appropriate tools provided on the MyLocauto Portal
- d) show up at the day and time of expected collection of the vehicle at the Locauto rental office
- e) show the Locauto staff the identity document and the driving license to allow verification of identity and issue of the rental contract

The omission of even only one of the aforementioned obligations by the Customer will make it impossible for Locauto to provide the service. The Customer accepts and acknowledges that the aforementioned activities are his sole and exclusive responsibility and that no claim can be made against Locauto for any prejudice deriving from the omission of the aforementioned obligations.

## **8. SMART CHECK-IN SERVICE**

The Customer who has correctly and completely completed the procedures indicated in point 7 has the right to use the "Smart Check-In" service. The service consists in the possibility provided to the Customer, before the rental, to associate a payment method to the rental itself, thus allowing Locauto IT systems to pre-fill and pre-print the rental contract and therefore further speed up the issue of the same.

To take advantage of the Smart Check-In service, in addition to the provisions of point 7, the Customer must:

- a) associate a valid payment method with the rental, such as, but not limited to, a credit card, debit card, etc.
- b) allow the pre-authorization of the security deposit - where required
- c) accept the General Terms and Conditions shown on the MyLocauto Portal (ref. art. 12 Rental Terms and Conditions)

By entering the details of the payment method in the appropriate area of the MyLocauto Portal, the Customer authorizes Locauto to collect the payments due for any cost, penalty or contractual penalty that may arise at the conclusion of the rental contract, pursuant to the General Conditions and Rental Details that the Customer undertakes to read, know and accept. The omission of even one of the aforementioned obligations by the Customer will make it impossible for Locauto to provide the service. The Customer accepts and acknowledges that the aforementioned activities are his sole and exclusive responsibility and that no claim can be made against Locauto for any prejudice deriving from the omission of the aforementioned obligations.

## **9. ELEFAST SERVICE**

The Customer who proceeds correctly and completely to the creation of a registry on the MyLocauto Portal, has the right to use the "Elefast" service. The service consists in the possibility of renting Locauto vehicles in the rental offices enabled for the service in a completely autonomous way, using the Locauto App installed on the mobile device (smartphone or tablet) to manage the generation of the rental contract and unlock the doors of the vehicle.

To use the Elefast service, the Customer must:

- a) make sure that personal data are complete and updated
- b) make sure that personal data are validated and the account expressly enabled to use the Elefast service
- c) download the Locauto App and log in with the credentials of the Locauto Account



- d) book an Elefast vehicle on the Website or on the Locauto App using the credentials associated with the Locauto Account: the Customer accepts and acknowledges that the booking made through the digital platforms listed above is an essential requirement to access the service
  - e) show up at the day and time of expected collection in the parking lot of the Locauto rental office where the booking was made
  - f) follow the instructions indicated by the App to proceed with the rental
- The Elefast service is regulated by the General and Special Rental Conditions and by the Booking Terms and Conditions that the customer undertakes to read, know and accept before each rental.

#### **10. SECURITY AND PROTECTION OF THE METHOD OF PAYMENT**

The method of payment entered in the MyLocauto Portal is managed through the security protocols of the credit institution that provides the merchant service platform to Locauto, through a tokenization procedure. This platform supports the Verified by Visa and MasterCard SecureCode standards and provides an additional security function for online shopping: where the customer has created a code or password for the protection of online purchases (eg MasterCard SecureCode, Verified by Visa etc.). he will have to type it to complete the insertion of the payment method. In the event of the theft or loss of the credit card inserted, the Customer undertakes to delete the data of the same at the same time from the MyLocauto Portal.

#### **11. CAUSES OF FORCE MAJEURE THAT MAY LIMIT THE USE OF THE SERVICE**

The services offered by the MyLocauto portal could be subject to limitations and impediments that go beyond the control of Locauto, with particular reference to the availability of the network services provided by the suppliers of the mobile network, the mobile network itself, the GPS systems and the Internet access, with reference to the service areas of the respective mobile network service providers. The inaccessibility of the mobile network can, in particular cases, determine the unavailability of particular services due to the failure to transmit data. Such services could also be affected by weather conditions, geographical conditions or obstacles (e.g. bridges, tunnels, buildings). The same happens for GPS systems. In addition, the use of the Internet may be subject to further limitations (e.g. network overload). In addition, the reduced capacity of the network can be caused by load peaks in services, fixed or mobile networks or the Internet. Malfunctions can also be caused by force majeure such as strikes, lockouts or administrative provisions, or by technical or other measures (e.g. repairs, maintenance, software updates, upgrades) adopted on the information systems by Locauto, by its suppliers of services and content or by network operators necessary for the provision of services. If these cases occur, Locauto will not be responsible for the failure and / or delay in providing the services requested by the Customer.

#### **12. RENTAL TERMS AND CONDITIONS**

The Customer acknowledges that all rentals made at Locauto are governed by the General and Special Rental Conditions available for consultation in hard copy at each Locauto agency and on the website <https://www.locauto.com/en/legal-notice/terms-and-conditions/> which declares to have examined and expressly accepted. Upon signing the rental agreement, the Customer will receive the text of the General and Specific Rental Conditions, as well as the Privacy Policy at the email address provided and indicated on the rental agreement.

#### **13. DATA STORAGE AND CANCELLATION**

The data and information entered by the Customer during the registration and use of the services provided by the MyLocauto Portal are kept by Locauto in compliance with the highest security and privacy standards laid down by current regulations. In the event of failure to complete the registration, the data entered by the Customer are kept in memory on Locauto systems for a period of 24 hours, in order to allow the completion of the procedure at a later time. After 24 hours without this procedure being successful, the data will be definitively deleted and the procedure will have to be started again. The Customer has the right to cancel his Locauto Account at any time and without notice, using the tools provided by the MyLocauto portal. The cancellation starts from the date and time of sending the confirmation communication, sent by e-mail from Locauto. The cancellation automatically involves the disabling of all the services provided by the MyLocauto portal, including the cancellation of any Elefast type reservations: in this case, the Customer accepts and acknowledges that the canceled reservations are subject to the Booking Terms and Conditions available on the Website that the Customer undertakes to read, know and accept. The Customer has the right to request from Locauto the modification of reservations for these reservations in other types of vehicles: confirmation of this modification is subject to availability of the requested cars and could be subject to tariff adjustments or restrictions. Locauto has the right to cancel the Customer's registration from the MyLocauto Portal without notice and with no obligation to provide explanations. Cancellation does not exempt the Customer from paying Locauto the amounts that have not yet been paid, both for an open rental agreement and rentals already concluded.

#### **14. PERSONAL DATA TREATMENT**

The personal data and information entered by the Customer upon registration and on the occasion of the use of all the services provided by the My Locauto Portal are kept and processed in accordance with the Privacy Policy which can be consulted on the Locauto Website, the provisions of which form part integral of these conditions.



#### **15. CHANGES TO TERMS AND CONDITIONS**

Locauto reserves the right to modify the present Terms and Conditions and the services connected to it at any time, at its discretion and without any written communication to the Customers, subject only to the respect of the rights already acquired by the Customers duly registered up to that moment. Therefore, the Customer is required to constantly consult the Terms and Conditions of use of the MyLocauto Portal and the services connected to it, published on the website [www.locauto.com](http://www.locauto.com)

#### **16. APPLICABLE LAW AND COMPETENT COURT FOR DISPUTES**

The Terms and Conditions of use of the MyLocauto Portal and the services connected to it are governed by Italian law. For any dispute between the parties relating to the aforementioned Terms and Conditions of use of the MyLocauto Portal and the services connected to it, the Court of Milan is exclusively competent to decide; the jurisdiction of the court of the place of residence or domicile remains unaffected for the Customer who qualifies as a "consumer".