

## General Contract Conditions

### Document Regulating the Access and Use of the Shared Transport Service of Cooltra Motosharing, S.L.U and its local subsidiaries

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#### **Service Manager Identification Details by Country:**

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## Content

RECITAL.....	3
1 - Object and Structure .....	4
2 - Conditions required for the user registration .....	4
3 - Registering procedure .....	5
4 - Duration and termination of the contract .....	6
5 - User Obligations.....	7
6 - Pricing, Billing, Payment and Additional Charges .....	7
7 - Insurance and deductible .....	8
8 - Damages and deposit .....	9
9 - Theft.....	9
10 - Penalties and Administrative Sanctions .....	10
11 - Accidents and Liabilities .....	10
12 - Modifications .....	11
13 – Contract Cancellation and Termination .....	11
14 – Exemption of Liability.....	12
15 - Location Devices.....	13
16 - Contact .....	13
17 - Complaints and Claims.....	14
18 - Miscellaneous .....	14
19 - Applicable law and jurisdiction.....	14
Annex 1. Cities and Local Subsidiaries.....	16
Annex 2: Service Use Regulations .....	17
Annex 3: Local Conditions .....	26

## RECITAL

The Manager of the individual transport service by means of electric vehicles is the company Cooltra Motosharing, S.L.U, located in Barcelona, Calle de la Reina Cristina, nº2 2º2ª 08003 Barcelona and provided with Tax Identification Number B-65874877 (hereinafter "eCooltra"), offering a shared rental service on a fixed-term basis of the vehicles that compose its fleet ("Service") to those who sign up correctly as Service users under these Conditions and are registered by eCooltra (hereinafter, the "User").

The Users, by virtue of this contract, become part of a collective of users of eCooltra vehicles, which will allow them to use the chosen vehicles upon formalising each reservation, as established in this document.

The list of cities in which eCooltra operates (each one, a "City") can be found in Annex 1, on the website ([www.ecooltra.com](http://www.ecooltra.com)) and on the eCooltra mobile application. The list of Cities, together with the Local Conditions applicable to the reservations made in each of them (in the Annex of this document), may be updated at any time; such update will be notified in due course to all Users and will come into force at the time indicated in the update notification.

The User is advised to carefully read these documents for the proper functioning and enjoyment of the Service.

## 1 - Object and Structure

1.1 This document contains the General Contract Conditions (hereinafter "General Conditions") applicable to the eCooltra Service, which also include the following documents:

- a. Annex 1: List of Cities in which the Service is provided and Local Subsidiaries
- b. Annex 2: General Regulations of the eCooltra Service
- c. Annex 3: Local Conditions by City

These documents regulate the contractual relationship between the User and eCooltra, for the provision and use of the Service.

1.2 Although the User signs up to the Service with Cooltra Motosharing, S.L.U under these General Conditions, the specific rental of the vehicles in each City will be provided (and invoiced) by the local member of the eCooltra business group ("Local Subsidiary" identified upon User registration and / or rental of the vehicle, see list in Annex 1) and will be additionally governed by the General Regulations of the Service use (Annex 2). Likewise, the Particular Conditions corresponding to the Cities in which eCooltra operates are attached to this document and will automatically apply to any reservation and rental of vehicles in the corresponding City.

1.3 When signing-up as a registered User, using for the first time the eCooltra Mobile Application or making a booking and rental of an eCooltra vehicle, the User accepts these General Conditions (including its Annexes, which incorporate the aforementioned Particular Conditions).

1.4 eCooltra offers a Service whose fundamental regulatory principles are based on compliance with the traffic regulations that are applicable to Users at all times and the fulfilment of the commitments related to the reservation, use and return of the vehicles by the Users in accordance with these General Conditions.

1.5 The acceptance of these General Conditions (with all its Annexes), is an indispensable prerequisite for the provision and use of this Service, in accordance with the procedures established herein, in these Annexes (including the General Regulations in Annex 2) and the traffic regulations in force in each territory.

## 2 - Conditions required for the user registration

2.1 Only natural persons with an age of 18 years or older and a driving license in force are entitled to register, as long as such driving license is valid to drive 50cc vehicles in the territory where the User's address is registered and valid in the corresponding local City. Such driving license must be provided as

documentation through the digital channels available: through the mobile app or by e-mail, as part of the registration process described in these General Conditions.

2.2 The User must be in possession of a valid driving license, which has not been suspended, withdrawn or revoked before joining the service and throughout its duration. Besides, in order to use the service in another City, this driving license must be valid for that City.

2.3 The permits determined in the Local Conditions incorporated in Annex 3 will be valid to drive in each City.

2.4 Users undertake to notify the suspension or effective expiration of their driving license, and they will be directly and exclusively responsible for all damages and losses caused to eCooltra, its subsidiaries and associated companies or third parties if they fail to communicate such information.

2.5 In the event that the User's driving license is temporarily expired or suspended, this contract will also cease to be in force between the parties (its provisions will be suspended), until the suspension is revoked, or the license renewed, and relevant proof has been provided to eCooltra.

2.6 Failure to use the Service will not imply a loss of validity of the contract and, consequently, all contractual conditions will apply until Users expressly state their wish to cancel or terminate the Service by eCooltra.

### **3 - Registering procedure**

3.1 Persons meeting the requirements of Section 2 and wishing to sign up to the Service can request it by entering all the required data included in the electronic form available on the eCooltra mobile app, and by pressing the designated key to sign up. All the information provided must be accurate, complete and up-to-date. There is no need to physically sign the application: by pressing the aforementioned key, applicants are deemed to have accepted, for all purposes, these General Conditions (including its Annexes).

- a) The registration will be made through the mobile application that is available for iPhone and Android.
- b) The applicant must complete all mandatory fields of the registration form and enter the debit or credit card details in Payment Data.

- c) The applicant must send his or her driving license and ID via the mobile application or by email to be verified and activated.

The fields filled in by Users during the process will be stored in their profiles, which they will be able to access and rectify at any time by contacting the customer service department.

3.2 It is a mandatory part of the registration process to send the required documentation via the mobile application or by email.

3.3 eCooltra will validate the application data once the process is completed. eCooltra reserves the right to reject or cancel the subscription especially but not only based on non-compliance with the established requirements in these General Conditions and Particular Conditions of application appended.

3.4 The registration is considered completed and validated once the applicant has provided all the data and documentation required and after this has been approved by eCooltra. At this moment, the applicant will receive a confirmation e-mail from eCooltra, which formalises the contract for the provision of the Service and considers the applicant a "User" of the Service.

3.5 Access data (user and password) are personal and non-transferable. If Users lose their mobile phone or suspect their user accounts have been used by a third party, they must notify the eCooltra Customer Service immediately in order to block them.

3.6 It is prohibited for Users to have more than one account, without express consent by eCooltra.

#### **4 - Duration and termination of the contract**

4.1 The contractual relationship between the User and eCooltra has an indefinite duration from the moment that a registration has been accepted. However, any of the parties may terminate it at any time.

4.2 The User may unsubscribe from the Service by sending a written communication to the address stated in the "Contact" clause of this contract.

4.3 Upon withdrawal, the User will no longer be considered as such. Access to the Service will be deactivated and this contract and any resulting relationship thereof will cease to have effects and validity (except for those clauses that presumably have effects even after contract termination).

4.4 eCooltra may terminate or suspend the validity of the contractual relationship in cases in which the terms and conditions of these General Conditions or the Local Conditions of application are not fulfilled. In such cases, eCooltra may (a) give a period of seven (7) days to rectify such breach or (b) terminate or automatically suspend the Service provided with an immediate User notification.

## **5 - User Obligations**

5.1 The User is entitled to reserve the vehicles belonging to eCooltra and access them according to the indications provided in these General Conditions, and in particular the General Regulations and the applicable Local Conditions (included in the Annex).

5.2 The User shall make use of the Service and, in particular, of the vehicle, with utmost diligence and in accordance with these General Conditions and all its Annexes and, if applicable, any other legal documents between the User and eCooltra.

5.3 All Users are expressly obliged to comply with the regulations in force during the use of the Service, in particular with the municipal ordinances of the city where each rental is made, in force at any given time.

## **6 - Pricing, Billing, Payment and Additional Charges**

6.1 The registration to the Service is free of charge.

6.2 The current rates for the use of the Service (the "Rate/s") for each City are indicated in the web site: [www.ecooltra.com](http://www.ecooltra.com). They may be updated at any time through a User notification and will apply to any reservation after such notification.

6.3 Each rental will be invoiced depending on contract conditions: one-minute fractions from the moment Users press START RIDE on the Mobile Application until they press END RIDE or alternatively by other blocks of time in those cities and tariffs where applicable.

6.4 Users registered to the Service will have the following billing and payment conditions:

- a) The applicable payment method will be the credit or debit card entered by the User during registration. Such card details may be modified by the User through the customer area.
- b) The total amount resulting from the minutes of used Service will be invoiced by a Local Subsidiary (i) whenever the amount of twenty (20) euros is reached or (ii) at the end of each month if the monthly amount is lower.

c) The invoice will be issued in electronic format by the Local Subsidiary in the territory corresponding to each rental City of the User and may be consulted and / or downloaded from the eCooltra mobile app. When an invoice is generated the User will automatically receive an email.

d) In the event that the banking institution linked to the card registered by the User rejects the payment, eCooltra will suspend the User's account until the pending payment is settled.

6.5 A non-payment will result in the temporary suspension of the User's account. The User will be notified for the regularisation of pending invoices and account reactivation.

6.6 If such regularisation is not possible, eCooltra will terminate the contract with the User and take the claiming actions that it deems appropriate under the corresponding jurisdiction; as well as seek compensation for the damages caused by the User, if applicable.

## **7 - Insurance and deductible**

7.1 The Service Rates include insurance with particular conditions for each rental City, as detailed in the Local Conditions of each corresponding City.

7.2 The value of the insurance deductible is linked to the Rate, in accordance with the Particular Conditions.

7.3 The deductible will not be applied, and Users will be responsible for all damages caused if they do not properly fulfil the Accident Report or, where appropriate, the corresponding accident or theft report, which must clearly include the data of the vehicles and drivers involved and the conditions and circumstances in which they occur.

7.4 The non-communication or denial by the user to give a version of the accident will imply a penalty, according to the Penalty Table in Annex III, whatever the amount of the damages presented by the vehicle is, whose, in any case, it will be invoiced in case of inapplicability of the franchise reduction coverage in accordance with the provisions.

7.5 This deductible will also not apply in the event of non-compliance by the User with the conditions set forth in this document.

7.6 The accessories (helmet, rear storage box, USB port, etc.) are not covered by the insurance and are under the responsibility of the User.

7.7 The insurance will not cover the damage, theft or robbery of personal belongings left inside the vehicle, punctures or bursts of tyres, as well as damages caused by the User or third parties, occurring as a result of driving the vehicle in conditions contrary to traffic regulations, motor vehicle traffic and road safety, and in the event that the vehicle is driven by a third person other than the User.

7.8 In any of these cases, the User will be solely and personally responsible for any damages suffered by the vehicle, its occupants or any third party.

## **8 - Damages and deposit**

8.1 The user is responsible for damage caused to the vehicle during its use and needs to inform eCooltra and/or its corresponding local affiliate when this occurs, using the channels provided for these sorts of problems (telephone, mobile application, web chat or email).

8.2 In this case, the User authorises the invoicing of the corresponding repair costs or other costs derived from the damages incurred, ensuring the application of the contracted deductible in accordance with the assigned rate.

8.3 Without prejudice to the application of penalties, in case of non-compliance or irregular compliance of the Users with the obligations indicated in this contract, and in particular in case of lack of diligence or fault, negligence and bad practice, Users shall be responsible for the damages attributable to them and, if applicable, will be obliged to pay eCooltra the damages caused to the electric vehicle. The official list of damages is included, for this purpose, in the Local Conditions of application.

8.4. eCooltra reserves the right to withhold a deposit of 250 € in the event of an incident during the use of the Service. In this case, the deposit will be returned upon verification that the vehicle has been returned correctly and shows no damages. In case of any damages, the corresponding value will be reimbursed once the amount of damages to be paid by the User has been determined.

## **9 - Theft**

9.1 If the vehicle or its accessories are stolen or affected by acts of vandalism during rental, the User must:

- a) Contact Customer Service (see the "Contact" section); and
- b) Make a report to the relevant authorities; and
- c) Send a copy of the theft report by e-mail to the address indicated in the "Contact" section, within the next twenty-four (24) hours of having reported the incident to the authorities.

9.2 In the event of theft, loss, misplacement or abandonment of the vehicle, the User will be obliged to pay eCooltra the amount established in the Local Conditions applicable to the rental City.

## **10 - Penalties and Administrative Sanctions**

10.1 eCooltra and / or its corresponding Local Subsidiary reserves the right to identify to the Public Administration any drivers who have committed a traffic violation during the use of the service or by parking in prohibited areas according to the corresponding local regulations.

10.2 eCooltra and / or its corresponding Local Subsidiary reserves the right to claim from the User the expenses derived from the infringements committed, as stipulated in the Particular Conditions applicable to each rental city.

10.3 All costs and charges incurred by eCooltra and / or its Local Subsidiary and the penalties resulting from legal processes and previously identified penalties shall be charged to the responsible User of the vehicle at the time of the violation.

10.4 The User is responsible for checking that there are no temporary prohibitions (due to works, markets, bank holidays, tree pruning, filming, etc.) in the parking area. If this is the case, the rental cannot be terminated if the temporary prohibition starts in less than 48 hours (for example, if the parking ban starts on Tuesday at 9 am, the User is authorised to park until 9 am on the previous Sunday).

10.5 If the vehicle is towed by the city Council in a prohibited parking area during service or after its completion, all costs and administrative penalties derived therefrom will be re-invoiced to the User responsible for the violation, in addition to the corresponding penalty, as specified in the Local Conditions of the corresponding rental City.

10.6 Failure to pay penalties and / or sanctions will result in the suspension and / or termination of this Contract between the User and eCooltra, who may, in addition to claiming such amounts, take the actions it deems appropriate to get compensation for any damages caused, as well as to raise any claim actions it considers necessary under the corresponding jurisdiction.

## **11 - Accidents and Liabilities**

11.1 If the vehicle is involved in an accident or has a failure, the User must immediately notify eCooltra and / or its corresponding Local Subsidiary, and send the corresponding Accident Report, if applicable. Please refer to the "Contact" section to find out the available shipment options of the report.

11.2 In case of fault, the User will be invoiced for the damages caused to the vehicle according to the deductible corresponding to the rate assigned at the time of the event.

11.3 If eCooltra and / or its Local Subsidiary receives a claim for damages as a result of an accident, without having received any notice and documentation of the User who was in charge of the vehicle at the time of the accident, the Company reserves the right to claim the corresponding costs, as well as to suspend the Service, based on the provisions of this contract, in addition to applying a penalty, in accordance with the applicable Local Conditions.

## **12 - Modifications**

12.1 eCooltra expressly reserves the right to make changes to these General Conditions (including the General Regulations, the Local Conditions and the Privacy Policy). Any modifications made will be announced to the Users by email and through a publication on the website.

12.2 Except where the law requires express acceptance (in which case, the use of the Service after modification is considered as acceptance), the changes will be deemed approved by the Users if they do not object to them in writing within one (1) month from the announcement of the corresponding change. In any case, they will be considered as accepted if Users use the Service after the notification arrives.

## **13 – Contract Cancellation and Termination**

13.1 Users may voluntarily unsubscribe by sending a request by e-mail to the address included in the "Contract" clause of this contract.

13.2 The following behaviours (including without limitation) shall be considered as serious infringements by the Users and serious breaches of these Conditions. If they take place, after sending a User notification by email, eCooltra shall have the right to terminate this contract with immediate effect, without prejudice to the compensation for damages caused by the Users, as well as to raise any claim actions that it deems relevant under the corresponding jurisdiction.

- a) Not having the age specified herein in order to register or not being in possession of a valid driving license.

- b) Failure by the Users to notify eCooltra and / or its Local Subsidiary of the suspension, revocation, withdrawal, etc., of their driving license.
- c) Using false documents or - in any case - not corresponding to the User at the time of registration to the Service.
- d) Making multiple bookings of one or more vehicles without initiating the rental service.
- e) Failure to pay any possible penalties applied by eCooltra, resulting from misuse or damage to the vehicle.
- f) Parking the vehicle outside of the return area, including car parks not located on public roads.
- g) Dirtying, committing acts of vandalism or leaving the vehicle in poor condition.
- h) Using the Service under the influence of drugs, alcohol or psychotropic substances.
- i) Altering, reproducing, cloning or in any case making improper or fraudulent use of the User application.
- j) Allowing the vehicle to be driven by a third party other than the User who made the reservation.
- k) Parking in private spaces or areas other than those specially designated for the parking service of two-wheeled vehicles on public roads.
- l) Facilitating or intentionally / negligently committing a theft, robbery and / or acts of vandalism related to the vehicle.
- m) Failure by the User to comply with at least one of the obligations related to the conditions of use of the vehicle established in the Regulations, an integral part of this contract.

## **14 – Exemption of Liability**

14.1 With the exception of cases of fraud or serious negligence by eCooltra, neither eCooltra nor its Local Subsidiaries will be liable for direct or indirect damages of any nature that the User or a third party may

suffer in any way by the Service, not directly attributable to them, or changes in the procedures, schedules and supply conditions of the Service also due to the suspension, interruption or lack of availability, caused by vehicles, technology equipment, IT systems and any other cause attributable to the suppliers of eCooltra and its Local Subsidiaries as well as third parties in general.

14.2 The liability of eCooltra and its Local Subsidiaries also excludes total or partial non-fulfilment of obligations due to force majeure, including but not limited to: actions of public administration, actions of public authorities, legal restrictions, fires, floods, explosions, demonstrations, riots, strikes, labour disputes, lack of raw materials, power failures, interruption of communications or others.

14.3 eCooltra reserves the right to modify, permanently or temporarily, the Service and parking areas, depending on the reasons mentioned in the previous point.

14.4 In any case, the User expressly releases eCooltra and its Local Subsidiaries from any liability for damages of any type, not motivated by fraud or serious negligence, suffered by the User or third parties in relation to the Contract execution.

## **15 - Location Devices**

15.1 In order to conserve, protect, detect, prevent crime and analyse the performance of the vehicle, eCooltra will use electronic devices that allow monitoring its state, operation and follow its movements.

15.2 This information may be used during and after the termination of each rental and service, for the sole purpose of performing the execution, control and compliance of the service and analysing the performance of the vehicle.

15.3 The collection and use of such information will be treated in accordance with the provisions of the Privacy Policy of eCooltra annexed to this document. By accepting these General Conditions, Users expressly declare to have granted their explicit consent to the use of such electronic devices and to the Privacy Policy of eCooltra.

## **16 - Contact**

16.1 For notification purposes, eCooltra designates the following addresses and forms of communication:

### **SPAIN:**

Cooltra Motosharing S.L.U

Calle de la Reina Cristina, nº2, 2º 2ª, 08003 - Barcelona

Telephone +34 931600484 (Barcelona), +34 910480016 (Madrid) and +34 963052400 (Valencia)

Email - [hola@ecooltra.com](mailto:hola@ecooltra.com)

Web Chat - [www.ecooltra.com](http://www.ecooltra.com)

### **PORTUGAL:**

Ecooltra Scootersharing Portugal Unipessoal Lda.

Rua da Ponta Delgada, nº 70A / B, 1000-244 Lisbon

Telephone +351 211450651

Email - [ola@ecooltra.com](mailto:ola@ecooltra.com)

Web Chat - [www.ecooltra.com](http://www.ecooltra.com)

### **ITALY:**

Ecooltra Scootersharing Italia SRL

Via Pellegrino Matteucci 35 A / B - 00154 Rome

Telephone +39 0694801836 (Rome) and +39 0282958175 (Milan)

Email - [ciao@ecooltra.com](mailto:ciao@ecooltra.com)

Web Chat - [www.ecooltra.com](http://www.ecooltra.com)

PEC: [ecooltrascootersharingitaliasrl@legalmail.it](mailto:ecooltrascootersharingitaliasrl@legalmail.it)

## **17 - Complaints and Claims**

17.1 The User may make any type of complaint or claim about the services provided by eCooltra and / or its Local Subsidiaries through the communication channels specified in the "Contact" section of this contract.

## **18 - Miscellaneous**

18.1 In the event that one or more of the clauses of these General Conditions (including its annexes) are declared invalid or void, this will not affect the validity of the remaining clauses. In this case, the parties undertake to complete the resulting spaces in accordance with the wish and desire of the contracting parties and replace the invalid clauses with valid ones, as close as possible to the invalid ones in an economic and non-material sense.

## **19 - Applicable law and jurisdiction**

19.1 This contract is private.

19.2 To the fullest extent permitted by the applicable law, this contract shall be governed by and construed in accordance with the Spanish legislation in force.

19.3 Without prejudice to the consumers' right to take action in the courts of the city of residence, any dispute arising in connection with this contract, regardless of the cause, shall be resolved, renouncing to any other jurisdiction that may correspond to the Parties:

- a) With regards to the general reservation service and the use of the eCooltra mobile application, to the jurisdiction of the competent Courts and Tribunals of the city of Barcelona, Spain.
- b) With regards to a private rental and / or a Local Subsidiary, to the jurisdiction of the competent Courts and Tribunals in the location of the Local Subsidiary.

### Annex 1. Cities and Local Subsidiaries

Country	City	eCooltra Local Subsidiary
Spain	Barcelona	Cooltra Motosharing, S.L.U.
	Madrid	Cooltra Motosharing, S.L.U.
	Valencia	Cooltra Motosharing, S.L.U.
	Malaga	Cooltra Motosharing, S.L.U.
	Mallorca	Cooltra Motosharing, S.L.U.
Italy	Rome	Ecooltra Scootersharing Italia SRL
	Milan	Ecooltra Scootersharing Italia SRL
Portugal	Lisbon	Ecooltra Scootersharing Portugal Unipessoal Lda

## Annex 2: Service Use Regulations

These Regulations define the processes and conditions of use of the rental and individual transport Service by means of eCooltra's electric vehicles. The User must read them before registering.

eCooltra reserves the right to modify at any time these Regulations and to notify the User, as established in the General Conditions. Such modifications will be communicated by e-mail and will be published on the website and on the mobile application of eCooltra.

### 1. Introduction to the Service and subject

This Annex regulates the conditions of use applicable to the Individual Transport Service by eCooltra's electric vehicles. They are incorporated by reference to the General Conditions for the provision of the motosharing Service of eCooltra.

eCooltra provides a motorcycle rental service, which allows registered Users to use a vehicle for their commute in the cities where the Service is available (Annex 1) and pay only for the minutes used in each journey.

To this end, the system designed has no fixed parking spaces, enabling to reserve, initiate and return an electric motorcycle in any location within the service area.

The User must use the service through the mobile application of eCooltra (the "App"), available for mobile phones with iOS and Android systems.

### 2. Use of the service reservation and the vehicle

Each Service is considered initiated when Users press the "RESERVE" button and finishes when they press "END RIDE" in their mobile application. The vehicle is considered in use when users press the "START RIDE" button.

In each trip and throughout the period in which Users are using the Service, they must have full knowledge of the provisions of the General Conditions, the Particular Conditions applicable to the Rental City and these Regulations, which shall be read in advance.

#### 2.1 Use of the vehicle

Access to the vehicles provided by this Service will be granted through the methods established for their use and according to the rules described in these Regulations.

The User agrees to use and drive the Vehicle in accordance with the basic driving and traffic rules in force in each city, and in conformity with the specifications of use, detailed in the Regulations.

Upon termination of using the Service, the User must park the vehicle in a suitable area for parking two-wheeled vehicles and within the established return area, in accordance with the instructions described in this contract.

The traffic of vehicles equivalent to 50 cc on motorways, highways and other traffic lanes is prohibited.

It is permitted to carry one (1) passenger in the vehicle and the maximum, total weight allowed is one hundred and fifty (150) Kg.

Users must ensure that, when reserving a vehicle, and throughout its use, the battery has sufficient autonomy to finish the trip correctly, in addition to parking within the return area, in the event of leaving such area during its use. It will be the responsibility of the Users if they are not able to finish their trip because they have not made this verification previously, and eCooltra reserves the right to penalise Users if the vehicle runs out of battery outside the return area.

The vehicle shall only be driven by Users registered to the service and using their own mobile application, accessed with their User IDs and passwords, which are personal and non-transferable.

Users agree to have the vehicle properly parked and guarded while it is being used. It should be kept locked when unguarded, through the PAUSE option in the mobile application.

It is expressly prohibited for the user to assign, rent, sell or otherwise provide the following as guarantee: the vehicle, personal access to the application of eCooltra, equipment, tools and / or accessories of the vehicle and / or any part or piece thereof; or treat the above in a way that causes damage to eCooltra.

It is the User's obligation to stop the vehicle as soon as possible if the indicators flash or any of the witnesses detect a malfunction while the vehicle is running. In this case the User must exclusively contact eCooltra's Customer Service. No charges will be accepted on behalf of any Assistance Company, except when expressly authorised by eCooltra.

It is not allowed to transport the vehicle on board any other type of transport, unless expressly authorised by eCooltra.

The documentation of the vehicle must always be kept inside the vehicle.

The User agrees not to use the Vehicle and not to let it be used in the following cases:

- a) Paid transportation of passengers.
- (b) Pushing or towing any vehicle or any other object, rolling or not.
- c) Participating in competitions, official or not; as well as performing resistance tests of materials, accessories or products.
- d) Driving the vehicle under the influence of alcohol, narcotics or any other narcotic substances.
- e) Transporting goods that violate the Law or the legal provisions in force, or for illicit purposes.
- f) Transporting a number of passengers higher than authorised and indicated in the Vehicle Registration Certificate and / or Technical Inspection Sheet.
- g) Transporting goods higher in weight, quantity and / or volume than those authorised in the Circulation Permit and / or Vehicle Inspection Sheet.
- h) Transporting flammable and / or dangerous goods, as well as harmful, toxic and / or radioactive products.
- i) Transporting live animals.

## [2.2 Location, Reservation, Access and Start up](#)

### [2.2.1 Location:](#)

All vehicles are geolocated by a GPS signal and can be located and identified by the User through the eCooltra mobile application. They can be reserved for a maximum period indicated in the app, within which the User must reach the vehicle and start the ride.

When clicking on the vehicle indicated on the map, the User must check on its current autonomy and determine if it will be enough to complete the desired journey before pressing the RESERVE button.

### 2.2.2 Reservation:

There is a maximum reservation time, indicated in the app, that will be offered for free. For extensions of this reservation time eCooltra could charge the user, always communicating such extra cost beforehand and in the app.

In case of not starting the trip within this time, the reservation will expire, and no charges will incur; Users can also cancel the reservation if they decide not to use the vehicle.

It is prohibited to make repeated successive reservations without using the vehicle and eCooltra reserves the right to penalise the User if this is the case, in accordance with the applicable rates established in the corresponding Annex 3 (Local Conditions of each city).

### 2.2.3 Access and Start up

When you get to the vehicle, you must press the START RIDE button in the mobile application to unlock it. At that moment, the display light will begin to flash, indicating that the scooter has been unlocked.

The scooters have two helmets. You'll be able to access the scooter's helmet compartment through the application or by pressing the corresponding button.

When you lower the scooter from its centre stand and press START, the vehicle panel will power up, indicating that you can start riding.

Each vehicle is equipped with a sensor to detect hard braking and sudden manoeuvres, to increase the User's safety.

While the vehicle is on the stand, it will not start. The stand must be removed to start up the vehicle and start the movement. Attention should be paid that the vehicle makes no noise when starting up.

Before using the vehicle, it is advisable to make a brief review of the physical conditions of the vehicle and to report any abnormality detected (damage to the bodywork, wheels, helmets, abnormal vehicle noise, and lights malfunctioning) by calling Customer Support, or at the end of the trip, through the option offered on the app.

### 2.3 Utilisation process

After pressing the START RIDE key in the application, the vehicle is unlocked. At this time, Users can:

- a) Access the helmet compartment through the mobile application or manually by pressing the button assigned to it, and then put on the helmet.
- b) Lower the vehicle from the stand and press the START key to switch it on.
- c) The vehicle is electric, and it does not make any noise. The panel will be lit while the vehicle is in motion.
- d) Once the trip has been completed, you must park the scooter correctly and put it back up on its central stand. The display light will flash until the vehicle is locked.
- e) The PAUSE option will block the vehicle, but it will not end the service. Minutes will continue to be invoiced according to the assigned price range at that moment.

The User shall not allow the use of the vehicle to other persons in any case. Non-compliance will be penalised according to the penalties table available in Annex 3.

#### 2.4 Parking and return:

- a) Users can display the map of the vehicles' return area on the mobile application and on the website, which they should check before making a trip.
- b) The service cannot be terminated outside the established area, but it can be in PAUSE mode.
- c) The User may not terminate the Service in a parking lot that is not located on a public road, or where the GPS signal of the vehicle cannot be detected.
- d) To end the ride, the user must press END RIDE in the application and wait for the session to be finished and for the vehicle's display light to be switched off.
- e) The User is responsible for parking the vehicle correctly after its use and for any penalties resulting from parking and shall take responsibility for them.
- f) In order to avoid such penalties, the vehicle must be parked in specific spaces for two-wheeled vehicles, according to the city's traffic code (Annex 2).

Before ending the ride, the User should also make sure that:

- a) The two helmets are inside their compartments.
- b) The helmet compartment is securely closed.
- c) The other accessories and documents belonging to the vehicle are in order and in place.

In case of breach of any of these rules, Users will be penalised, in accordance with the corresponding Local Conditions.

Users will be able to check the details of their movements, such as mileage, minutes used and total charge of the service, on the mobile app in the MY RIDES section.

### 3. Usage rules

- a) The User is obliged to comply with the conditions specified in these Regulations and in the General Conditions.
- b) The service is strictly to be used by Registered Users in possession of a valid driving license for the city where the service is being used at any time.
- c) Any changes related to driving licenses (withdrawal, suspension, expiration, loss) must be communicated to eCooltra's Customer Service.
- d) Users who have initiated a rental will not allow a third person to drive the vehicle under their supervision, even if they are also eCooltra Users.
- e) The driving must be carried out in accordance with the traffic regulations in force in each city.
- f) Users must be in full possession of their mental faculties and not have consumed any type of drugs, alcohol or medicines that may limit their driving ability. A strict ban on alcohol consumption (0%) applies.
- g) The penalties resulting from infractions (traffic regulations, municipal regulations, tolls and parking charges) will be notified to the User, who must take responsibility for them.

h) The termination of the service cannot be performed in areas other than those established by the service. Failure to comply with this rule will lead to a penalty, in accordance with the General Conditions and Local Conditions applicable.

#### 4. Cleaning and personal items

The User must leave the vehicle clean and in the same condition it was before using it.

Personal items found inside must be reported to Customer Service, who will take care of them until they are claimed.

However, eCooltra cannot be held responsible for the forgotten objects inside the vehicles.

#### 5. Breakdowns and vehicle Malfunction

The User must contact Customer Service Support in case of detecting a breakdown or malfunction of the vehicle and will not abandon it in any case, unless expressly authorised by eCooltra.

#### 6. Accidents

In the event of an accident during the use of the vehicle, the User should call the eCooltra Customer Support as soon as possible and describe the type of accident, the damage suffered by the vehicle and provide the exact address of the accident, in addition to filling the Accident Report and returning it to eCooltra.

eCooltra will decide if it is necessary to send an operator to the place of the incident and if the User must remain there until their arrival.

The non-communication of an accident or the refusal to provide the data required for the subsequent processing with the insurer will be penalized according to the penalty table available in Annex III.

#### 7. Theft and acts of vandalism

In case of theft, robbery, vandalism or damage to the vehicle during use, Users must immediately contact eCooltra's Customer Service and provide their exact location and description of the facts. They must also file a complaint with the competent authorities and return the report to eCooltra.

eCooltra will decide whether to send an operator to the place of the incident and if the User must remain there until their arrival.

#### 8. Promotional Codes

Regulations of use of promotional codes created for specific actions of eCooltra's Marketing department:

1. All promotional codes are for single use per User, so the same code cannot be entered more than once.
2. Each promotional code has a certain validity, as previously indicated. In case of expiration, they will lose their validity.
3. The number of promotional credit may vary according to the promotional code.
4. Promotional codes are not cumulative unless expressly stated otherwise.
5. Certain promotional codes may be limited to a certain number of uses, in which case Users will be informed in advance.
6. Promotional registration codes can be entered during the registration process, or in the Payment section for a limited period of time after registration started.

Typologies of promotional codes:

- Promotional registration codes, only valid for new Users, who can enter them on the first screen of the registration process or later. It can be introduced up to seven (7) days after the start of the registration process and it is not compatible with other registration code.
  - General promotional codes, for new and previous registered Users.
  - Referral Promotional codes, to invite friends to register and obtain free credit to test the service. This code also grants credit to who invite a new user as soon as invited users make their first trip. The referral code can be introduced up to seven (7) days after the start of the registration process and it is not compatible with other registration code.
7. Free credit obtained through a promotional code do not expire, unless otherwise stated, and will be redeemed as they are used over the course of various rentals.
  8. Free credit obtained through a promotional code can be used in all cities in which the Service is provided.

9. Free credit cannot be exchanged for real money or used to purchase other eCooltra products or services.
10. Free credit cannot be used to decrease any debt the user might have with eCooltra.

## Annex 3: Local Conditions

### Rates, deductibles and insurance

The current rates can be consulted at any time on the App and the website.

**The insurance has coverage for damages to third parties. Full coverage applies in cases of damage and theft of the vehicle, with a deductible of five hundred (500) euros. If the responsibility (fault) lies on the Users, they will have to settle the amount corresponding to the damages, up to a maximum of the abovementioned amount. The insurance does not cover the drivers' personal injuries.**

### Annex 3.1: Local Conditions in Barcelona – Madrid – Valencia – Malaga - Mallorca

#### a) Driving licenses considered valid for Barcelona – Madrid – Valencia – Malaga - Mallorca

- 1) Those issued in accordance with the current Spanish legislation.
- 2) Permits issued in countries of the European Union and the European Economic Area.
- 3) In certain conditions, the following driving licenses are also valid to drive in Spain:
  - National permits of other countries which are issued in accordance with Annex 9 of the Geneva Convention or Annex 6 of the Vienna Convention, or those that differ from such models only in the adoption or removal of non-essential items.
  - National permits of other countries written in Spanish or accompanied by their official translation.
  - International permits issued abroad in accordance with Annex 10 of the Geneva Convention, or in conformity with Annex E of the Paris International Convention, in the case of nations that have joined this Convention and have not signed or joint the Geneva Convention.
  - Those recognised by specific international agreements in which Spain is a party and under the conditions indicated therein.

## b) Table of Damages and Penalties

Official listing of damages Govecs vehicles

<b>Details</b>	<b>Value in €</b>
<i>Category 1</i>	
Breakage or loss of rear storage box keys	9
Breakage or loss of display cover	9
Brake levers damage	9
<i>Category 2</i>	
Broken or missing rear-view mirror	12
Footrest damage	12
License plate holder	12
Rear mudguard	12
Inner shield	20
Top case	25
Front signal lights	30
Rear signal lights	30
Central stand	45
Wheel	45
Loss of motorcycle documents	50
Grab-handle	55
Rear mudguard damage	65
Rear lateral cover	65
Damaged or missing helmet	75
<i>Category 3</i>	
Throttle damage	90
Rear wheel axle	90
Damaged seat	90
Transmission crown	95
Headlight	100
Tyre damage	130
Keel damage	150
Chassis realignment	150
Front shield damage	220
Fork damage	275

Official listing of damages Askoll vehicles

Details	Value in €
<i>Category 1</i>	
Breakage or loss of rear storage box keys	9
Breakage or loss of display cover	90
Brake levers damage	15
<i>Category 2</i>	
Broken or missing rear-view mirror	20
Footrest damage	30
License plate holder	30
Rear mudguard	50
Inner shield	25
Top case	250
Front signal lights	30
Rear signal lights	35
Central stand	55
Wheel	45
Loss of motorcycle documents	50
Grab-handle	60
Rear mudguard damage	45
Rear lateral cover	55
Damaged or missing helmet	75
<i>Category 3</i>	
Throttle damage	30
Rear wheel axle	55
Damaged seat	55
Transmission crown	N/A
Headlight	115
Tyre damage	125
Keel damage	60
Chassis realignment	150
Front shield damage	65
Fork damage	275

Official list of penalties

Details	Value in €
<i>Category 1</i>	
Administrative expenses related to the management of fines	25
Team displacement for scooter relocation due to an unduly parking	25
Administrative expenses related to unpaid invoices	25
Deposit recovery expenses	25
Assistance costs of motorcycle without battery due to negligence	30
City Towing Expenses	61
Recovery costs of motorcycle outside of return area *	200
<i>Category 2</i>	
Making repeated reservations without starting the trip	50
Driving with another user's account	100
Vehicle driven by a person other than a User	100
Driver is not in possession of documentation or valid permit	150
Leaving the vehicle without finishing the trip or pausing it	150
Parking the vehicle in private parking / garage or restricted access	250
Failure to communicate or deliver the accident report and/or do not provide a version of the facts	882

\* **The maximum amount calculated based on the commute time of two technicians for the purposes of pickup the vehicle, kilometres covered and toll charges.**

\*\* **Driving under the influence of alcohol or drugs is penalized with the suspension of the user account for a period of 8 months**

*NOTE: The penalties established will be charged without prejudice to the penalties applied, which will be charged separately by the public administration or banking entity, depending on their nature.*

c) Applicable legal regime and competent jurisdiction

Barcelona	Any municipal ordinances, in particular, the Pedestrian and Vehicle Traffic Ordinance and the Ordinance for the use of public roads and public spaces in Barcelona shall apply to the rental and use of eCooltra vehicles in Barcelona. Any questions that may arise regarding the application, execution or interpretation of the rental contract shall be submitted to the Courts and Tribunals of Barcelona.
Madrid	Any municipal ordinances, in particular, the Pedestrian and Vehicle Traffic Ordinance and the Ordinance for the use of public roads and public spaces in Madrid shall apply to the

	<p>rental and use of eCooltra vehicles in Madrid.</p> <p>Any questions that may arise regarding the application, execution or interpretation of the rental contract shall be submitted to the Courts and Tribunals of Madrid.</p>
Valencia	<p>Any municipal ordinances, in particular, the Pedestrian and Vehicle Traffic Ordinance and the Ordinance for the use of public roads and public spaces in Valencia shall apply to the rental and use of eCooltra vehicles in Valencia.</p> <p>Any questions that may arise regarding the application, execution or interpretation of the rental contract shall be submitted to the Courts and Tribunals of Valencia.</p>
Malaga	<p>Any municipal ordinances, in particular, the Pedestrian and Vehicle Traffic Ordinance and the Ordinance for the use of public roads and public spaces in Malaga shall apply to the rental and use of eCooltra vehicles in Malaga.</p> <p>Any questions that may arise regarding the application, execution or interpretation of the rental contract shall be submitted to the Courts and Tribunals of Malaga.</p>
Mallorca	<p>Any municipal ordinances, in particular, the Pedestrian and Vehicle Traffic Ordinance and the Ordinance for the use of public roads and public spaces in Mallorca shall apply to the rental and use of eCooltra vehicles in Mallorca.</p> <p>Any questions that may arise regarding the application, execution or interpretation of the rental contract shall be submitted to the Courts and Tribunals of Mallorca.</p>

#### d) Parking regulations in the city

Parking regulations in each city may vary for reasons that eCooltra cannot control. At the publication date of this contract, the most updated version of such regulations is published in the following links:

Barcelona	<a href="https://ajuntament.barcelona.cat/ordenances/sites/default/files/pdf/circulacio_ordenan%C3%A7a_2017-es-ES.pdf">https://ajuntament.barcelona.cat/ordenances/sites/default/files/pdf/circulacio_ordenan%C3%A7a_2017-es-ES.pdf</a>
Madrid	<a href="https://sede.madrid.es/FrameWork/generacionPDF/ANM2018_45.pdf?idNormativa=5ccdb732cef96610VgnVCM2000001f4a900aRCRD&amp;nombreFichero=ANM2018_45&amp;cacheKey=212">https://sede.madrid.es/FrameWork/generacionPDF/ANM2018_45.pdf?idNormativa=5ccdb732cef96610VgnVCM2000001f4a900aRCRD&amp;nombreFichero=ANM2018_45&amp;cacheKey=212</a>
València	<a href="https://sede.valencia.es/sede/descarga/doc/DOCUMENT_1_ORD0076_V">https://sede.valencia.es/sede/descarga/doc/DOCUMENT_1_ORD0076_V</a>
Malaga	<a href="http://movilidad.malaga.eu/opencms/export/sites/movilidad/.content/galerias/Documentos-del-site/Ordenanza-de-Movilidad.pdf">http://movilidad.malaga.eu/opencms/export/sites/movilidad/.content/galerias/Documentos-del-site/Ordenanza-de-Movilidad.pdf</a>
Mallorca	<a href="https://www.palma.cat/portal/PALMA/RecursosWeb/DOCUMENTOS/1/14_5816_9.pdf">https://www.palma.cat/portal/PALMA/RecursosWeb/DOCUMENTOS/1/14_5816_9.pdf</a>

## Annex 3.2: Particular Conditions in Lisbon

### a) Driving licenses considered valid for Lisbon

- 1) Those issued in accordance with the current Portuguese legislation.
- 2) Permits issued in countries of the European Union and the European Economic Area.
- 3) In certain conditions, the following driving licenses are also valid to drive in Portugal:
  - National permits of other countries which are issued in accordance with Annex 9 of the Geneva Convention or Annex 6 of the Vienna Convention, or those that differ from such models only in the adoption or removal of non-essential items.
  - National permits of other countries written in Portuguese or accompanied by their official translation.
  - International permits issued abroad in accordance with Annex 10 of the Geneva Convention, or in conformity with Annex E of the Paris International Convention, in the case of nations that have joined this Convention and have not signed or joined the Geneva Convention.
  - Those recognised by specific international agreements in which Portugal is a party and under the conditions indicated therein.

## b) Table of Damages and Penalties

Official listing of damages Askoll vehicles

Details	Value in €
<i>Category 1</i>	
Breakage or loss of rear storage box keys	9
Breakage or loss of display cover	90
Brake levers damage	15
<i>Category 2</i>	
Broken or missing rear-view mirror	20
Footrest damage	30
License plate holder	30
Rear mudguard	50
Inner shield	25
Top case	250
Front signal lights	30
Rear signal lights	35
Central stand	55
Wheel	45
Loss of motorcycle documents	50
Grab-handle	60
Rear mudguard damage	45
Rear lateral cover	55
Damaged or missing helmet	75
<i>Category 3</i>	
Throttle damage	30
Rear wheel axle	55
Damaged seat	55
Transmission crown	N/A
Headlight	115
Tyre damage	125
Keel damage	60
Chassis realignment	150
Front shield damage	65
Fork damage	275

Official listing of damages Govecs vehicles

Details	Value in €
<i>Category 1</i>	
Breakage or loss of rear storage box keys	9
Breakage or loss of display cover	9
Brake levers damage	9
<i>Category 2</i>	
Broken or missing rear-view mirror	12
Footrest damage	12
License plate holder	12
Rear mudguard	12
Inner shield	20
Top case	25
Front signal lights	30
Rear signal lights	30
Central stand	45
Wheel	45
Loss of motorcycle documents	50
Grab-handle	55
Rear mudguard damage	65
Rear lateral cover	65
Damaged or missing helmet	75
<i>Category 3</i>	
Throttle damage	90
Rear wheel axle	90
Damaged seat	90
Transmission crown	95
Headlight	100
Tyre damage	130
Keel damage	150
Chassis realignment	150
Front shield damage	220
Fork damage	275

Official list of penalties

Details	Value in €
<i>Category 1</i>	
Administrative expenses related to the management of fines	25
Team displacement for scooter relocation due to an unduly parking	25
Administrative expenses related to unpaid invoices	25
Deposit recovery expenses	25
Assistance costs of motorcycle without battery due to negligence	30
City Towing Expenses	61
Recovery costs of motorcycle outside of return area *	200
<i>Category 2</i>	
Making repeated reservations without starting the trip	50
Driving with another user's account	100
Vehicle driven by a person other than a User	100
Driver is not in possession of documentation or valid permit	150
Leaving the vehicle without finishing the trip or pausing it	150
Parking the vehicle in private parking / garage or restricted access	250
Failure to communicate or deliver the accident report and/or do not provide a version of the facts	882

\* **The maximum amount calculated based on the commute time of two technicians for the purposes of pickup the vehicle, kilometres covered and toll charges.**

\*\* **Driving under the influence of alcohol or drugs is penalized with the suspension of the user account for a period of 8 months**

*NOTE: The penalties established will be charged without prejudice to the penalties applied, which will be charged separately by the public administration or banking entity, depending on their nature.*

### c) Applicable legal regime and competent jurisdiction

Any regulations or municipal laws shall apply to the rental and use of eCooltra vehicles in Lisbon, those that refer to the traffic of vehicles and the occupation of public roads and public spaces in Lisbon.

Any questions that may arise regarding the application, execution or interpretation of the rental contract shall be submitted to the Courts of Lisbon.

### Annex 3.3: Particular Conditions in Rome

#### a) Driving licenses considered valid for Rome

- 4) Those issued in accordance with the current Italian legislation.
- 5) Permits issued in countries of the European Union and the European Economic Area.
- 6) In certain conditions, the following driving licenses are also valid to drive in Italy:
  - National permits of other countries which are issued in accordance with Annex 9 of the Geneva Convention or Annex 6 of the Vienna Convention, or those that differ from such models only in the adoption or removal of non-essential items.
  - National permits of other countries written in Italian or accompanied by their official translation.
  - International permits issued abroad in accordance with Annex 10 of the Geneva Convention, or in conformity with Annex E of the Paris International Convention, in the case of nations that have joined this Convention and have not signed or joined the Geneva Convention.
  - Those recognised by specific international agreements in which Italy is a party and under the conditions indicated therein.

## b) Table of Damages and Penalties

Official listing of damages Askoll vehicles

Details	Value in €
<i>Damage penalties</i>	
Lost or damaged trunk keys	9
Lost or damaged odometer cover	90
Damaged brake handle	15
Lost or damaged rear-view mirror	20
Damaged footrest	30
Lost vehicle registration or insurance certificate	30
Damaged rear fender or license plate	50
Damaged rear hugger	25
Damaged head indicator	250
Damaged tail indicator	30
Damaged central stand	35
Damaged wheel or tire puncture	55
Damaged rear handles (each)	45
Damaged front fender	50
Damaged rear side plastic (each)	60
Damaged or lost helmet	85
Damaged throttle	30
Damaged rear wheel axle	55
Damaged saddle	55
Front hugger	65
Damaged chain and sprocket	N/A
Damaged head light	115
Damaged wheel rim	125
Chassis realigned (certificate)	150
Damage or lost trunk	250
Fork	275

Official listing of damages Govecs vehicles

Details	Value in €
<i>Damage penalties</i>	
Breakage or loss of rear storage box keys	9
Breakage or loss of display cover	9
Brake levers damage	9
Lost or damaged rear-view mirror	20
Damaged footrest	20
Lost vehicle registration or insurance certificate	20
Damaged rear fender or license plate	40
Damaged rear hugger	50
Damaged head indicator	50
Damaged tail indicator	50
Damaged central stand	55
Damaged wheel or tire puncture	55
Damaged rear handles (each)	55
Damaged front fender	65
Damaged rear side plastic (each)	85
Damaged or lost helmet	85
Damaged throttle	90
Damaged rear wheel axle	90
Damaged saddle	95
Damaged chain and sprocket	95
Damaged head light	100
Damaged wheel rim	190
Damage or lost trunk	250
Realigned chassis (certificate)	250
Front shield damage	250
Fork damage	275

Official list of penalties

Dettaglio	Valore in €
<i>Costi Amministrativi</i>	
Administrative costs for processing fines	25
Administrative costs for unpaid invoices	25
Procedure management costs for administrative detention	190
Costs for recovering the scooter from judicial deposit	190
Costi di assistenza su scooter con batteria scarica per negligenza dell'utente oltre al costo del recupero scooter qualora sia fermo fuori dalla zona dove eCooltra consenta di terminare il noleggio	200
Costs for assisting scooters with low battery due to the user's negligence, in addition to the cost of recovering the scooter if it was left outside the area where eCooltra allows the ride to be completed	30
<i>Penali</i>	
Making repeated bookings without starting the ride	50
Transferring your account and related access data to another person not duly authorized by eCooltra	100
Penalty for scooter seizure due to administrative custody (each day)	25
Penalties for driving the scooter without a valid driver's license	150
Abandoning the vehicle without ending or suspending the journey	150
Parking the scooter in a private parking/garage or on a private road	250
Lack of notification regarding an accident within 24h from the event, with mandatory submission of the accident's full documentation	250
Lack of communication regarding the theft or loss of the rented scooter	250

\* The maximum amount calculated based on the commute time of two technicians for the purposes of pickup the vehicle, kilometres covered and toll charges.

\*\* Driving under the influence of alcohol or drugs is penalized with the suspension of the user account for a period of 8 months

*NOTE: The penalties established will be charged without prejudice to the penalties applied, which will be charged separately by the public administration or banking entity, depending on their nature.*

c) Applicable legal regime and competent jurisdiction

Any regulations or municipal laws shall apply to the rental and use of eCooltra vehicles in Rome, those that refer to the traffic of vehicles and the occupation of public roads and public spaces in Rome – Codice della Strada.

Any questions that may arise regarding the application, execution or interpretation of the rental contract shall be submitted to the Courts of Rome.

#### Annex 3.4: Particular Conditions in Milan

##### a) Driving licenses considered valid for Milan

- 1) Those issued in accordance with the current Italian legislation.
- 2) Permits issued in countries of the European Union and the European Economic Area.
- 3) In certain conditions, the following driving licenses are also valid to drive in Italy:
  - National permits of other countries which are issued in accordance with Annex 9 of the Geneva Convention or Annex 6 of the Vienna Convention, or those that differ from such models only in the adoption or removal of non-essential items.
  - National permits of other countries written in Italian or accompanied by their official translation.
  - International permits issued abroad in accordance with Annex 10 of the Geneva Convention, or in conformity with Annex E of the Paris International Convention, in the case of nations that have joined this Convention and have not signed or joint the Geneva Convention.
  - Those recognised by specific international agreements in which Italy is a party and under the conditions indicated therein.

## b) Table of Damages and Penalties

Official listing of damages Askoll vehicles

Details	Value in €
<i>Damage penalties</i>	
Lost or damaged trunk keys	9
Lost or damaged odometer cover	90
Damaged brake handle	15
Lost or damaged rear-view mirror	20
Damaged footrest	30
Lost vehicle registration or insurance certificate	30
Damaged rear fender or license plate	50
Damaged rear hugger	25
Damaged head indicator	250
Damaged tail indicator	30
Damaged central stand	35
Damaged wheel or tire puncture	55
Damaged rear handles (each)	45
Damaged front fender	50
Damaged rear side plastic (each)	60
Damaged or lost helmet	85
Damaged throttle	30
Damaged rear wheel axle	55
Damaged saddle	55
Front hugger	65
Damaged chain and sprocket	N/A
Damaged head light	115
Damaged wheel rim	125
Chassis realigned (certificate)	150
Damage or lost trunk	250
Fork	275

Official listing of damages Govecs vehicles

Details	Value in €
<i>Damage penalties</i>	
Breakage or loss of rear storage box keys	9
Breakage or loss of display cover	9
Brake levers damage	9
Lost or damaged rear-view mirror	20
Damaged footrest	20
Lost vehicle registration or insurance certificate	20
Damaged rear fender or license plate	40
Damaged rear hugger	50
Damaged head indicator	50
Damaged tail indicator	50
Damaged central stand	55
Damaged wheel or tire puncture	55
Damaged rear handles (each)	55
Damaged front fender	65
Damaged rear side plastic (each)	85
Damaged or lost helmet	85
Damaged throttle	90
Damaged rear wheel axle	90
Damaged saddle	95
Damaged chain and sprocket	95
Damaged head light	100
Damaged wheel rim	190
Damage or lost trunk	250
Realigned chassis (certificate)	250
Front shield damage	250
Fork damage	275

Official list of penalties

Dettaglio	Valore in €
<i>Costi Amministrativi</i>	
Administrative costs for processing fines	25
Administrative costs for unpaid invoices	25
Procedure management costs for administrative detention	190
Costs for recovering the scooter from judicial deposit	190
Costi di assistenza su scooter con batteria scarica per negligenza dell'utente oltre al costo del recupero scooter qualora sia fermo fuori dalla zona dove eCooltra consenta di terminare il noleggio	200
Costs for assisting scooters with low battery due to the user's negligence, in addition to the cost of recovering the scooter if it was left outside the area where eCooltra allows the ride to be completed	30
<i>Penali</i>	
Making repeated bookings without starting the ride	50
Transferring your account and related access data to another person not duly authorized by eCooltra	100
Penalty for scooter seizure due to administrative custody (each day)	25
Penalties for driving the scooter without a valid driver's license	150
Abandoning the vehicle without ending or suspending the journey	150
Parking the scooter in a private parking/garage or on a private road	250
Lack of notification regarding an accident within 24h from the event, with mandatory submission of the accident's full documentation	250
Lack of communication regarding the theft or loss of the rented scooter	250

\* The maximum amount calculated based on the commute time of two technicians for the purposes of pickup the vehicle, kilometres covered and toll charges.

\*\* Driving under the influence of alcohol or drugs is penalized with the suspension of the user account for a period of 8 months

NOTE: The penalties established will be charged without prejudice to the penalties applied, which will be charged separately by the public administration or banking entity, depending on their nature.

c) Applicable legal regime and competent jurisdiction

Any regulations or municipal laws shall apply to the rental and use of eCooltra vehicles in Milan, those that refer to the traffic of vehicles and the occupation of public roads and public spaces in Milan – Codice della Strada.

Any questions that may arise regarding the application, execution or interpretation of the rental contract shall be submitted to the Courts of Milan.