

## **MANAGEMENT REGULATIONS**

### **Shared Mobility service offered by Pikyrent Srl via the Pikyrent App**

1. Subject .....	2
2. Pikyrent Service Subscription.....	2
2.1 Registration for the mobility sharing service .....	3
3. Location and start-up of the Vehicles.....	4
4. Vehicle bookings and stops .....	4
5. Preliminary checks of the vehicle and start-up .....	5
6. Autonomy of vehicles .....	5
7. How to use vehicles.....	6
8. Return of the vehicle, end of rental, parking .....	7
9. Pikyrent Service Type .....	9
10. Cleanliness and condition of the vehicle, finding of items .....	9
11. Rates.....	10
12. Payment and Invoicing.....	10
13. Vehicle Breakdowns or Accidents.....	12
14. Theft, robbery, vandalism, fire.....	13
15. Miscellaneous.....	14



## 11. Subject

These management regulations ("Management Regulations" or only "Regulations") define the methods and service of mobility sharing of electric vehicles (the "Mobility Sharing Service" or only "Service") offered by **Pikyrent Srl** through the Pikyrent *mobile* application (hereinafter, "App" or "Pikyrent App").

You can view it on the website of the Manager [www.pikyrent.com](http://www.pikyrent.com) (hereinafter the "Portal" or the Website), to ensure it is available at all times.

**Pikyrent Srl**, (hereinafter "**Manager**" or simply "**Pikyrent**") with registered office at Strada 4 Palazzina Q SN, 20089 – Rozzano (MI), VAT number 10904840963, registered with the Chamber of Commerce of Milan Monza Brianza Lodi, with the R.E.A number MI-2568404, through the Pikyrent App provides the user (hereinafter "User") with the rental of *Full Electric* vehicles by charging for the use of the vehicle (*Pay as you go*), in terms of the duration of each individual trip and allowing you to rent the vehicle wherever it is parked within a predetermined Area, before requiring vehicle release by parking the vehicle within the same area (*Free floating*).

These Regulations – together with the General Conditions of Contract, the Tariff Regulations and the Privacy Policy – regulate the Mobility Sharing Service, thus constituting the contract proposal ("Contract Proposal") that the User accepts and digitally signs at the time of registration for the Service through the App. The Contract Proposal is also duly accepted by Pikyrent.

The Contract Proposal provided by the Manager is understood to be signed by the User with the successful registration to the Service and acceptance of the General Conditions of Contract through the App.

The Manager expressly reserves the right to modify these Regulations, the General Conditions of Contract, the Tariff Regulations and the Privacy Policy, communicating any changes to the User through the Pikyrent App and/or publishing them on the Portal.

## 2. Pikyrent Service Subscription

Registration with the Pikyrent Service is free and can be made through the App. Similarly, through the App, the Pikyrent *Mobility Sharing* Service can be used.

Registration and authorisation to drive vehicles shall be restricted to natural persons.

The latter is considered formalised when the User receives a OTP (one time password) and an email.



To start the rental of vehicles such as microcars and scooters, you must be at least 18 years old and hold a Driving License suitable for driving the Vehicle, verified and accepted by the Manager as an essential requirement to use the rental.

Registration to the app is activated when the User has filled in all the fields on the app.

More specifically:

- personal data;
- mobile telephone number available to the User;
- express acceptance of the General Conditions of Contract, these Regulations, the Privacy Policy and the Tariff Regulations (hereinafter, the "Contract");

## **2.1 Registration for the mobility sharing service**

The *mobility sharing* service is subject to verification and validation by the Manager:

- i. The Italian driving license or that of EU member countries or, alternatively, the passport together with the international driving permit or the sworn translation of the license;
- ii. Consent by the user to the geo-location of vehicles, and the use of their data by the Manager for the purposes of the Service;
- iii. Data relating to the credit card, prepaid card or debit card, or PayPal account provided by the User for the payment of the Service.

In the event that a Driving License other than the Italian one is provided, registration fees will be charged in accordance with the Tariff Regulations.

The use of the *mobility sharing* service is allowed only to those who have completed the admission procedure as described above and who have been enabled by the Manager.

Specifically, the User must complete their profile with:

- delivery data;
- licence data, photo of the front and back of the licence, document number together with the expiration date and *selfies* of the User together with their clearly visible Driving Licence;
- payment details;
- express acceptance of the Tariff Regulations.



After acceptance by the User of the Contract, if the Manager does not find irregularities in the proposal for the User's admission to the Service, it sends the User an email notifying validation and confirmation of registration. Therefore, the Contract is finalised when the User receives the notice of acceptance of the proposal by the Manager.

Once enabled with login details, the User will be able to access their profile where they can consult all the information regarding the official documents (Driving Licence) and payment methods provided, the "Wallet" section, the history of the rentals made and other additional information relating to the User's personal account.

If the User needs further information, they can request assistance from the Customer Service 24 hours a day through the "Contacts" section within the App and at the addresses indicated in Art. 24 of the General Conditions of Contract.

### **3. Location and start-up of the Vehicles**

Vehicle location is via GPS signal and the same vehicles can be tracked by the Manager at any time, even if they are in use by the User.

Thanks to the geo-location system that each vehicle is equipped with, the User can view on the map in the App the available vehicles closest to their location, select the chosen vehicle by tapping the corresponding icon on the map or, alternatively, by scanning the QR Code present on the vehicle.

Once the vehicle has been selected, the User can click on the **"Start"** button to unlock it and, at the same time, start the rental.

The available Pikyrent electric vehicles are located in car parks allowed on public areas or in car parks made available by the Manager always within the coverage area of the city where the Service is active. This area ("Coverage Area" or "Operating Area") is marked on the App's map in blue.

### **4. Vehicle bookings and stops**

If the User does not intend to activate the rental immediately, they can book for a fee and reserve the vehicle – selecting in the Map within the App – for a maximum time of 20 (twenty) minutes, in such a way as to prevent any other user from using that same vehicle for the booking time on the basis of the provisions of the Tariff Regulations.

If the 20 (twenty) minutes (maximum duration of the booking time) have elapsed without the User unlocking the Vehicle, the latter returns to "available" and can be booked by all other users.



In addition, during the rental, the User can make a stop by pausing the vehicle by typing the "Start Stop" option on the app. At the end of the stop, the same User can resume their trip by pressing the "End Stop" key.

During the first 30 minutes of stoppage, a reduced rate indicated in the Tariff Regulations will be applied.

After the first 30 minutes of stopping without the rider resuming the trip, the rental will continue at the standard rate.

## **5. Preliminary checks of the vehicle and start-up**

Before starting the vehicle, the User must check for obvious traces of defects, damage or dirt and, if so, report them on the appropriate section of the Pikyrent App by photographing the anomalies or damage found. The same check procedure must also be carried out at the end of the rental.

In addition, it must be checked whether the following items are present in the vehicles' interior

- registration certificate;
- insurance certificate;
- CID form for the friendly statement of an accident;
- briefcase containing the emergency kit and high-visibility waistcoat;
- for e-scooters only: helmet(s) and disposable helmet muffs

In the event that the User, before starting the vehicle, has noticed the absence of one or more items listed, they must contact Pikyrent Customer Service to communicate the type and severity of the defect or damage. If safety is compromised, the Customer Service Department will have the right to prohibit the use of the vehicle.

## **6. Autonomy of vehicles**

The autonomy of the vehicle in terms of residual charge can be seen both when viewing the vehicle on the map inside the App, and on the vehicle panel at the time of opening and switching on.

At the start of the rental, the User is aware of the vehicle's autonomy limit.

For reasons of road safety, as well as for the safety of the User, the latter is obliged to interrupt the rental if the residual charge of the vehicle is less than or equal to 15%. Any breach of this provision will result in the charging of all related damages suffered by the Manager.



If at the beginning of the rental the vehicle has a residual charge level of 20%, the app will signal it through a special alert in a preventive manner while not preventing the start of the rental.

It is understood that vehicles that will not have sufficient charge (i.e. less than or equal to 15%) will not be made available for rental and therefore will not be visible on the app, nor can they be rented by scanning the QR Code.

## **7. How to use vehicles**

The vehicles must be used in accordance with the provisions of the General Conditions of Contract, these Regulations and in compliance with instructions received from Customer Service. The vehicle must only be used by a qualified person and may not be transferred to third parties even in the presence of the qualified person.

The User must comply with the rules of the Highway Code and in any case must adopt all the precautions of ordinary diligence.

The User must go to the point where the selected vehicle is located and start the rental after carrying out the checks listed in art. 5.

During the use of the vehicles, the User is required to comply with the following prohibitions:

- i. for cars, opening the engine compartment without the express permission of the Manager; ii. driving the vehicle under the influence of alcohol, drugs or anything else that alters the normal physical and mental conditions of the person; iii. using the vehicle on highways, motorways and roads where there is a cylinder capacity limitation; off-road routes, in motor events or for races of any nature; iv. using the vehicle for driving tests or lessons;
- v. transport of persons for profit; vi. towing or moving other vehicles; vii. use of the vehicle for the transport of highly flammable, poisonous, or generally hazardous materials in quantities greater than those permitted for household use;
- viii. carrying objects with the vehicle which, by reason of their size, shape or weight, could compromise the safety of driving or, for passenger cars only, damage the passenger compartment;
- ix. smoking or allowing passengers to smoke;



x. occupying the vehicle with a number of people greater than that provided for by the vehicle's registration certificate (2 people for microcars and scooters,); xi. at the end of the rental, removing items belonging to the equipment of the vehicle itself (referred to in art. 5 of these regulations); xii. carrying out or arranging the carrying out of repairs and modifications of any type on the vehicle on their own initiative; xiii. transporting children or infants in breach of the Highway Code.

## **8. Return of the vehicle, end of rental, parking**

Parking is free in all ZSR areas and in all other areas where free and paid parking is allowed

Once the vehicle has been parked in the permitted spaces, the User has two options:

- a) lock the vehicle using the "Start Stop" button on the App and make a stop during which the use of the vehicle is maintained and, on their return, they can unlock the vehicle using the "End Stop" button on the App;
- b) terminate the rental using the "Close" button on the App and follow the wizard to the end.

The User is not allowed to leave the vehicle outside the Operating Area. The rental completion wizard allows you to park the vehicle within the Operating Area, where the User still maintains the availability of the rented vehicle. In this specific case, the vehicle is available to the User, who continues to pay for the service at the rates in force in accordance with the Tariff Regulations.

Failure to comply with even one of the obligations provided for in this Article will result in the application of the Penalties to be borne by the User in the Tariff Regulations.

If the User simply intends to park the vehicle, he must ensure that:

### **for passenger cars:**

- a) All windows and doors are closed;
- b) The handbrake is engaged;
- c) The position lights are off.

### **for scooters:**

- a) The vehicle is correctly positioned on its stand, in a flat location;
- b) The two helmets are put back inside the trunk;



c) The trunk and other compartments (front compartment and saddle compartment) are closed correctly.

It is forbidden for Users to park or release the vehicle in an area where it is not possible to detect the GPS signal and/or the GSM signal, typically in underground garages.

The User is responsible, in addition to the use of the vehicles in motion, even after parking them, for all the consequences deriving from the method used to park the vehicle and its location.

If the User has terminated the rental outside of the City's Covered Areas or permitted car parks, Pikyrent will charge a penalty, as per the attached 'Tariff Regulations, in addition to the cost of recovering the vehicle itself.

It will also be the User's responsibility to ensure that they do not release the vehicle by terminating the rental on areas where parking is prohibited.

The Vehicle may not be released at the end of the rental in places with a daily or hourly parking limitation if the limitation begins before 24 hours from the time the vehicle has been parked (for example, for street cleaning, if the daily limitation begins on Monday at 8:00 a.m., the driver will be authorized to park the vehicle no later than 8:00 a.m. on the preceding Saturday).

The same rule applies in the case of parking restrictions already advertised but temporarily not yet operational (for example, in the case of temporary bans due to events or public works).

If, after the User has terminated the rental in a non-permitted parking lot, the Manager is forced to move the vehicle to another authorised parking lot, or in the event of forced removal of the vehicle by police forces or third parties, all costs incurred, of whatever nature (including administrative penalties and all possible costs of recovery, towing and storage of the vehicle), will be immediately charged to the User.

To end the rental, before leaving the vehicle, the User must:

- i. ensure that all documents and accessories already listed in art. 5 above are in their original position;
- ii. recover personal items;
- iii. make sure that the vehicle has not been damaged during the rental. If damage is found, the User is required to report it promptly to Pikyrent Customer Service.
- iv. for passenger cars:
  - engage the handbrake;
  - properly close both doors and windows;





- check that the interior of the vehicle is in order.
- v. for scooters:
  - position the vehicle on its stand, in a flat location;
  - make sure that the 2 helmets supplied have been placed in the trunk and that the trunk and the under-seat compartment are closed correctly;

To end the rental, simply select the "End" option on the App, making sure that the doors lock automatically within 30 seconds for the cars; for scooters, the safety lock is activated within 30 seconds. Before leaving the vehicle, the User must ensure that on the Pikyrent App the rental termination procedure has been successful and the car doors have closed or, for scooters, the safety locking system has been properly engaged.

In order to access the 'End rental' section, it is necessary to authorise the App to use the camera as, once the 'End rental' button has been clicked, a photo of the parked vehicle will be requested in order to end the rental.

If for any reason the procedure for releasing the vehicle cannot be completed in the manner listed in these Regulations, or in the event of technical problems of the vehicle, the User will be required to contact Pikyrent Customer Service at the addresses provided in the appropriate section of the App, providing the necessary information and waiting for information from the operators.

In general, any breach or improper use by the User will be sanctioned as per the Tariff Regulations.

## **9. Pikyrent Service Type**

Pikyrent offers a Sharing Mobility service for electric microcars and scooters. The User is required to comply with all the articles referred to in the aforementioned Management Regulations, in addition to compliance with the General Conditions of Contract signed when registering with the Pikyrent Service.

## **10. Cleanliness and condition of the vehicle, finding of items**

At the end of the rental, the User is required to leave the vehicle used clean and tidy, as well as in the same conditions as at the beginning of the rental. If this does not occur, the Manager reserves the right to charge a penalty for extraordinary cleaning or for the restoration of the de facto state of the vehicle to the User who last used it.



The discovery of abandoned items inside the vehicle must be reported to Pikyrent Customer Service who will give all necessary instructions to allow for the recovery of the same. The Manager does not provide a regular custody service for items left in vehicles; therefore, the Manager is exempt from any liability for not finding lost items.

Any User who leaves personal belongings on board must contact Pikyrent Customer Service to retrieve said items if they have been found.

## **11. Rates**

The use of vehicles entails a cost based on the time of use to which the cost of unlocking is added.

The rate applied includes the costs related to normal use of the vehicle (insurance, electric charge, parking in the permitted areas).

The User expressly declares awareness of the rates provided for the Pikyrent Mobility Sharing Service and indicated in the Tariff Regulations, submitted to the User on the App and available on the Pikyrent Website.

The Manager may update the Tariff Regulations at any time.

Any changes to the Tariff Regulations will be communicated to the User by means of publication on the App or on the Website and will be effective from the date indicated in the aforementioned communication.

## **12. Payment and Invoicing**

In the appropriate section of the App ("Wallet"), the User will have access to an electronic wallet that will be used as a means of payment for the Service. This wallet may be topped up at any time by debiting the credit, debit or prepaid card provided by the User.

Prior to the start of the first rental, the App will notify the User of the need to load the Wallet with a minimum required amount.

Starting from the second rental, in case of insufficiency of the electronic wallet, the app will carry out an automatic top up of the same by charging a predetermined amount by the User on the credit, debit or prepaid card provided.

The aforementioned function appears as "automatic top ups" and can be disabled at the User's discretion.



The User must ensure that the "Wallet" section on the App always has economic coverage of not less than €3 for scooter rental and €7 for car rental. Otherwise, the rental cannot be started.

The Pikyrent app will send an alert if the electronic wallet has a balance of less than €3.

In the event that, at the end of the trip, the credit of the wallet is not sufficient to pay for the service, the App will withdraw the missing amount directly from the associated payment method. In this case, the user will see the wallet credit with a negative balance until it is topped up.

In the event that, in the aforementioned case, the payment method does not have sufficient credit to settle the negative balance, the card and the driving licence provided will be blocked together with the User's account, preventing them from using the service, until the User has cleared the debt.

At the end of each rental, the app will send the User a receipt for the cost incurred for the service used.

The User may activate, in the same 'Wallet' section of the App, a second electronic wallet called 'Business Wallet', intended for the management of costs relating to rentals made for professional or business purposes.

- The Business Wallet may be associated to one or more payment methods indicated by the User.
- Activation of the Business Portfolio is subject to the correct completion of the relevant section and the entry of all required data (e.g. VAT number).
- Before starting each rental, the User will be required to select the wallet to which he wishes to charge the costs with the possibility of setting a default wallet.

In the event of any sums remaining in the Wallet at the end of the journey, the Service does not provide for the transfer of the money to the payment method provided by the User. Such sums shall remain in the availability of the User for the purpose of using the Service.

The statement – which shows the cost items in detail – will be visible on the User's reserved area under the item "Transaction List" in the "Profile" section. The statement may also contain the charge of sanctions, penalties or compensation as provided for by the General Conditions of Contract, Management Regulations and Tariff Regulations.

At the end of each trip, the User will receive a summary of the cost of the trip via app and email.

The User has no time limits for the return of the vehicle. However, the Manager, in the event of non-payment or impossibility of payment by the User due to insufficiency or exceedance of the payment method ceiling limit communicated during the Service Subscription, at any time, reserves the right to oblige the User to return the vehicle in compliance with the safety of the User and third parties.



In the event of a delay following an explicit reminder by the Manager to return the vehicle, the User will be charged a Penalty for the delay in fulfilling the return request, notwithstanding the suspension and/or termination of the Contract for serious breach by the User, pursuant to art. 5 of the General Conditions of Contract.

### **13. Vehicle Breakdowns or Accidents**

In the event of breakdowns and/or road accidents during use of the vehicle, the User must immediately notify the Pikyrent Customer Service of the Accident by contacting the number indicated in art. 24 of the General Conditions of Contract and also in the specific section "Reports and Claims", describing the type of Accident, the damage to the vehicle and providing the exact address of where it is located.

Pikyrent Customer Service may send an operator to the site and the User, if they do not need medical care, is required to stay on site until the operator arrives. In the event of uncertainty or dispute regarding the nature of the Accident and, in any case, in the presence of injuries, the User is required to request and wait for the intervention of the Law Enforcement or the Public Authorities. In the latter case, the User must also immediately request the intervention of the emergency services or ensure that this is done, provide help to the injured and remain with them at least until the intervention of qualified professionals.

In the event that Pikyrent receives a claim for damages as a result of an Accident, without having received notification and documentation from the User who was using the vehicle at the time of the Accident itself, the Manager reserves the right to apply the Penalties as stated in the Tariff Regulations and possibly dissolve or suspend the Service with the charge of all costs borne by the User.

In the event of an Accident, the User, without prejudice to the application of the Penalties indicated in the Tariff Regulations, will be required, if able, to:

- i. immediately notifies Pikyrent Customer Service;
- ii. report the event to the competent Authority closest to the place of occurrence of the Accident within 24 hours after the date of occurrence or the date on which the User becomes aware of it;
- iii. complete the CAI form (also known as CID) in the event that the responsibility is agreed between the parties involved and obtain the signature of both drivers;
- iv. provide the CID form or report of the competent Authorities to the Manager within 24 hours, together with any other documentation concerning the Accident and also, if intervention has taken place, to the Pikyrent operator. If the intervention of an operator is not possible, the User must send Pikyrent an email to the address indicated in



the General Conditions of Contract, with the same documentation as soon as possible; v. sends the original to the address of Pikyrent (Strada Vassallo n. 1, 70124 – Bari) no later than 48 hours from the date of the Accident, in addition to the original copy of the CID completed in all its parts, a statement in the form of a notarised deed on the nature of the Accident, subject to the application of the penalty provided for in the Tariff Regulations.

In any case, the User must:

- i. provide statements in their own name, and never in the name and on behalf of the Manager;
- ii. immediately notify the Manager in the event that the damage to the vehicle is such as to compromise its use. The Manager will then activate the roadside assistance service.

In the event of breach by the User of even one of the obligations referred to in this article, the Manager may declare the Contract terminated, pursuant to art. 6 of the Contract.

Whenever there is a need for the intervention of the roadside assistance service for the removal/transport of a vehicle for reasons attributable to the User, the costs will be charged to the latter.

#### **14. Theft, robbery, vandalism, fire**

In the event of theft, robbery, vandalism, or fire affecting the vehicle, during use by the User, the latter is required to immediately contact Pikyrent Customer Service indicating exactly where the vehicle is located and describing the incident. The Manager may send an operator to the site. In the event of a claim arising from theft/robbery/vandalism, the User must file a complaint with the Public Authority closest to the place of occurrence within 24 hours of the event.

The original of the complaint must be immediately sent to the Manager.

Please refer to art. 16 of the General Conditions of Contract for more information on the steps to follow in the event of theft, robbery, vandalism and fire.



## 15. Miscellaneous

For any cases of non-compliance not expressly mentioned in these Management Regulations, reference must be made to the General Conditions of Contract, of which these Regulations must be considered an integral and substantial part.