

WiTourist - Rental Agreement - Online booking - R12

1 - OBJECT

1.1 We, Evolia Srl, Italian Company located in and operating from Rome, Via Tuscolana 942, under the WiTourist trademark, provide a service consisting of electronic devices rental.

1.2 The present Agreement governs the relationship between us and you, the service subscriber, in all cases where you book online by using forms and/or e-mail accounts related to the witourist.com web site, which we own.

1.3 We rent out devices "ready to use, and therefore:

- If the device needs a data plan to operate, then it is equipped with a data SIM and is already configured. In this case, it comes with simplified instructions and you can only modify the settings indicated, because not all features are available, and it is forbidden to reset the device.
- If the device does not need a data plan to operate, then it comes with factory settings and the original manufacturer instructions. In this case, you can make configuration changes according to the manufacturer instructions, and you can reset the device.

1.4 The device and its accessories are and remain property of WiTourist. You are fully liable from any point of view for their usage from the moment you receive them until they return to our main office and agree to return them on the date and in the manner agreed.

2 - ORDER

2.1 Initially, you are required to submit a booking quotation request and provide your email address. We will only accept communications concerning your order from this contact, except if you authorize us to receive communications also from other contacts. In this case, you assume personal responsibility concerning the communications received from the additional contacts provided.

During the rental, it is your responsibility to be reachable at the contacts provided, until the order is closed.

2.2 In case of online rental, we provide the following services:

- "Rental" of the device and its accessories, including assistance according to the terms under this Agreement;
- "Order management", a service aiming at registering your order and booking under your name the device chosen, in order to make it available for the period indicated;
- "Delivery and return", a service aiming at delivering the device according to your directions at the beginning and at the end of your rental period;
- "Insurance", an optional service that excludes the possibility of the application of some penalties provided in this Agreement, as better specified in the Art.7.2, and the need to pay a deposit for the device you intend to rent.

2.3 You confirm your order by making the payment of the amount indicated in the quotation.

2.4 The rental ends, and the order is closed, only when the device has been returned to our main office. We will give you communication of the return by a specific mail. In all other cases where a device is not returned, the order is closed when all conditions set forth in this Agreement have been met.

2.5 The rental takes place exclusively in the Italian Territory and you agree not to transfer, for any reason, the device outside Italy. In case of non-fulfillment of this term, we will apply the penalty provided in Art. 7.1 A "device transferred abroad".

2.6 Some quotes are produced by an automatic system that is not able to verify if the delivery and return locations you indicated are in Italy. In case of confirmation of an order for which you have indicated delivery and / or return outside the Italian territory, we will ask you to indicate locations in the Italian territory and we will modify the order by applying the provisions of Art. 4.1 A.

3 - DELIVERY AND RETURN

3.1 If we are not able to provide the devices within the terms originally stated, for reasons not depending on you, we have no obligation other than to try to deliver in an alternative way on the first possible date and refund you the rental amount for the period you have not been able to use the device as result of the delay. If the period between the first possible date of delivery and the end of the rental is less than four (4) days, we can, at our discretion, decide not to deliver the device. In this case, our only obligation is to refund the entire amount paid.

3.2 In any case in which the delivery and/or the return are at locations subject to opening hours, it is your responsibility to respect them and to go there personally by showing an identity document.

3.3 When you request delivery and/or return to a location where third party participation is required (eg. hotels, apartments, offices, schools), you delegate these entities to manage the package containing the device and assume all responsibility with respect to its custody.

3.4 You agree to return the device according to the established terms. If the device is not returned within 12 hours after the planned date, we will apply the penalty provided in Art.7.1 A for "device not returned".

3.5 Together with the device, we provide all items necessary for the return, consisting of a box and an envelope with a label indicating "return bag" and a prefilled waybill. You are required to keep all these items and to use them for the return. In case of loss of one or more items, you are required to notify us immediately: we will try to recover the device by alternative means and we will apply the penalty provided in Art.7.1 D for "loss of the packaging".

4 - ORDER MODIFICATIONS

4.1 You agree not to modify dates and places initially agreed for delivery and return.

In any case of modification, you must inform us immediately and wait for our possible acceptance before proceeding in any other manner than that agreed. In case of modification, we will apply the penalty provided in Art. 7.1 E for "modification of the order" and we will proceed as follows:

A - If the device has not been not shipped yet, we will refund 90% of the amount relating to the "rental" and to any "insurance", and 100% of the amount related to delivery and return.

B - If the device was shipped, or if you return the device in advance with respect to the date agreed, we will refund 70% of the amount relating to the "rental" and to any "insurance", starting from the day after the date in which the device can be actually collected by the courier for the return;

C - If you intend to extend your rental period, we will send you a payment request for the additional "rental" days and for the "insurance", if originally activated, applying the rental fees in force on the date of the extension, as if it were a new order. You are required to make the payment by the deadline we will indicate, otherwise, if the deadline won't be respected, the extension request will be considered canceled and you will have to return the device in accordance with the terms originally agreed;

D - If you modify the delivery and/or the return location, we will verify if the modification is possible and we will charge/credit the possible different delivery and/or return cost with respect to the options initially established. If the modification causes delays in the delivery date initially agreed, no refund is provided for the possible non-used rental days.

E - In case of a delay in returning for proven reasons that do not depend on your will, in our sole judgment we reserve the right not to apply the penalty provided for in Article 3.4, and to wait for the return of the device within new agreed terms. In this case, we will apply the penalty provided for in Art. 7.1 G and we will disable the data connectivity of the devices until their actual return.

4.2 We will issue the refund only at the termination of the order, together with the possible return of the deposit.

4.3 The refunds of the amounts less than €15 will be issued exclusively in the form of a voucher. This voucher consists of a unique alphanumeric code and you will be the only one to know it. This code has to be used at the moment of the request of one or more quotations and allows the application of a discount equal to the refund amount agreed.

At the first payment of a quote using this code, the discount is applied and the code is no longer usable.

The voucher can be used within 2 years from its issue, its use is not bound by the identity of the user and therefore you can communicate it to allow third parties to use it, at your sole responsibility.

4.4 If you rent more devices in the same order, you can ask for modifications only for all the devices included in the order..

5 - ASSISTANCE

5.1 We test the operation of all devices and accessories carefully before and after each rental. You are required to verify the proper operation of the device and accessories provided

upon delivery and report immediately any malfunction. After 24 hours from the delivery, any malfunction will be attributed to accidental damages occurred during the rental period.

5.2 If you experience a device malfunction, you are required to contact us as soon as possible. We will provide assistance according to the operating times and through the contacts indicated on our website. If we are unable to resolve the issue remotely, we will deactivate the device initially sent and we will send a replacement device that you will have to return together with the first one at the end of the rental period. There is only a possible replacement per rental. If for any reason you do not want to proceed with the replacement, we will organize the early return of the device and we will refund you for the rental days not used in accordance with the provisions of Article 4.1 B

5.3 If the malfunction is reported within 24 hours from the delivery, we will refund the amount for the unused rental days, calculated from the moment you report the malfunction until the actual delivery of the replacement device. In all other cases in which a replacement is made, no refund will be due, except for the case described in Article 5.4

5.4 If the period between the first possible date of replacement and the end of the rental is less than four (4) days we can at our discretion decide not to proceed with the replacement. In this case we have the only obligation to refund the rental amount corresponding to the rental days not used, calculated from the day after the damage has been reported.

5.5 Once the device is returned, we will proceed with an accurate check. You trust our ability to assess the device. In any case of malfunction, our technicians will try to reset the device and based on the result we will proceed as follows:

A - In the event that the malfunction can be resolved by a reset, we will not apply any penalty.

B - In the event that the malfunction cannot be resolved by reset, we will apply the penalty provided in Article 7.1 A for "damaged device". If, as a result of this malfunction, it was necessary to send a replacement device, we will also apply the penalty provided in Article 7.1 D for "additional delivery".

C - If we replaced a device because you reported a malfunction, but we do not find the malfunction upon our assessment, we will apply the penalties provided in Art.7.1D for "additional delivery". In this case, no refund is provided for any possible days of non-use.

5.6 In case of loss or theft of a device, you are required to inform us immediately: we will apply the penalty provided in Art.7.1 A for "device not returned" and you may request a new device, after paying a new deposit and the penalty provided in Art.7.1 D for "additional delivery". In this case, and in the absence of a request for the replacement device, no refund is provided for any possible days of non-use.

5.7 In case of loss, damage or theft of a charger and/or cable given as a device accessory, you are required to inform us immediately: we will apply the related penalty provided in Art. 7.1 B and C, and you may request a replacement after paying the penalty provided in Art.7.1 D for "additional delivery".

In the absence of such a request, we have no further obligations.

6 - DATA PLAN

6.1 If you rent a device needing a data plan to work, you acknowledge and agree that it is not sold or rented, but it is subscribed under our name with a third party Company ("Provider"), it remains our property, and it is at your disposal for free with the sole purpose of making the device immediately usable.

In any case of non-usage of the data plan, including its possible malfunctioning, no refund is allowed as the rental amount is due for the device and not for the possible associated data plan.

6.2 You are responsible for the usage of the data plan and agree to exclude us from any abuse or wrongdoing undertaken up to the device return to our main office. You are required to inform us immediately of any possible loss and/or theft of a device using a data plan in order to allow us to ask the Provider for the deactivation as soon as possible. In this case, you expressly accept that your liability for the usage of the data plan ends only when it is effectively deactivated.

6.3 You acknowledge and agree that according to the Italian law, we have to keep the personal data of the user of a SIM for a period of 10 years, in order to be able to provide them in case of any request by the Competent Judicial Authority.

For this purpose, every device using a SIM is identified by a specific code printed on it. Before we send your device, we take note of its code and, consequently, of the SIM you will use. During the rental period, you will be able to contact us to verify the correspondence between this code and the information printed on your device. In the absence of such a request, you accept the association provided by us.

6.4 If the device uses a data plan, you acknowledge and agree, releasing us from any liability and obligation, that the connection given by the Provider is not homogeneous, is not extended to all areas in Italy and can be less performant in some areas. You also acknowledge and agree that for technical problems and / or maintenance of its infrastructure, the Provider can stop or limit the connection in specific areas, without notice and that it can interrupt the connection of a SIM following a use which it considers not legal and / or does not comply with its own fair policies.

6.5 You acknowledge and agree that even for devices with an "unlimited" data plan we may apply "fair policy" rules and suspend the connection up to midnight if the data usage exceeds 18 GB per day for more than 3 consecutive days.

6.6 Any suspension of the data connection, both in the case of application of fair policies and in the case of devices with pre-set daily limits, is automatic and based on the overall data traffic used in the previous 24 hours.

6.7 The devices allowing a data connection are provided with SIM cards closed off by a security seal. You agree not to remove this seal. In case of non-fulfilment of this term, we will apply the penalty provided in Art.7.1 F for "security seal tampering".

The SIM is automatically deactivated if you try to use it on a different device. In this case, the SIM will be reactivated only after the penalty payment provided in Art. 7.1 F, and no refund will be provided for any possible day of non-use.

7 - PENALTIES AND RENTAL INSURANCE

7.1 You are responsible for the devices and accessories until their return to our main office. In case of non-compliance with the conditions set forth in this Agreement, you are required to pay an amount as a penalty, according to the following scheme:

A - Device stolen / not returned / transferred abroad / damaged: device "Pro" / "Office" € 65, device "Smart 6" / "Smart 2" € 35; Power Bank "10 Ah" / "20 Ah" € 10; Car Charger € 6;

B - Charger, given as a device accessory, stolen / not returned / transferred abroad / damaged: € 12;

C - Cable, given as a device accessory, stolen / not returned / transferred abroad / damaged: € 8;

D - Loss of the packaging / additional delivery: € 8;

E - Modification of the order: € 5;

F - Security seal tampering / sim removal: € 15;

G- Late return (Art. 4.1 E): 30% of the rental rate in force for each day of delay.

7.2 Depending if you activate or not the "Insurance" option, we will apply any possible penalties as follows:

A - "Insurance" not activated:

You have to pay a deposit for the devices you rent. When your devices will return to our main office, upon successful assessment of their conditions, we will refund the deposit by two (2) working days. In case of application of penalties, we will retain the amounts from the deposit and will refund the difference.

B - "Insurance" activated:

- No penalties are applied if a device and/or its accessories are stolen and you send us, within 24 hours from the event, a copy of the complaint to the Italian Authorities with a list of the stolen devices;

- No penalties are applied if a device and/or its accessories are accidentally damaged and you return them;

- You don't have to pay a deposit for the devices you rent. In case of application of penalties, we will send you a payment request, to be paid by the following two (2) working days. You are aware that if the payment is not completed in this period, also according to the Italian anti-terrorism laws in force concerning the usage of devices providing Internet access, we will have to make a complaint for theft to the Italian Authorities.

8 - JURISDICTION

8.1 Any disputes will be settled by the Court of Rome.

8.2 You declare that you have read and approved the present Agreement and to approve the points 1, 2, 3, 4, 5, 6, 7 and 8, under 1341 and 1342 C.C.