

## **WiTourist - Rental Agreement - Online booking - R9 (1/12/2020)**

### **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" unless otherwise indicated during the reservation, therefore:

- If the device needs an account to operate, including a telephone and/or a data one, then it is equipped with the necessary account and is already configured for immediate use. In this case, it comes with simplified instructions and you can only modify the settings indicated, because not all features are available. In this case, it is forbidden to reset the device.
- If the device does not need an account to operate, or at the moment of the reservation it is specified that it is not provided "ready to use", 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 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.

1.5 This agreement is also regulated by any further documentation in written between us from the moment you receive the quotation.

### **2 - ORDERS**

2.1 Initially, you are required to submit a booking quotation request and provide your basic contacts details. We will only accept communications concerning your order from these contacts, 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.

Once the booking is confirmed, 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 consisting on the process needed to register and manage your order and book under your name the device chosen, so that it will be 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 avoids the possible risk of the application of some of the penalties provided in this Agreement as described in the Art.7.2, and that avoids the need to pay a deposit for the device you wish 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".

### **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 attempt to provide you with the device on the first possible date and refund you the rental amount for the period that 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 you the 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, 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 to not 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, and we will apply the following provisions, depending on the modification requested:

- If you cancel the order before the shipment, we will apply the penalty provided in Art. 7.1 E for “modification of the order” and we will refund 90% of the amount relating to the “rental” and to any “insurance”, and 100% of the “shipping” fee.
- If you cancel the order after the shipment, or if you return the device in advance with respect to the date agreed, we will apply the penalty provided in Art. 7.1 E for “modification of the order” and 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 is collected by the courier for the return;
- If you intend to extend your rental period, we will apply the penalty provided in Art. 7.1 E for “modification of the order” and we will send you a payment request for the additional “rental” days and for any “insurance”, applying the rental fees in force on the date of the extension, as if it were a new order. In this case, 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 cancelled and you will have to return the device in accordance with the terms originally agreed;
- If you modify the delivery and/or the return place, we will verify if the modification is possible and if so, we will apply the penalty provided in Art. 7.1 E for “modification of the order” 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 provided, no refund is provided for the possible lost rental days.

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

4.3 The refunds of the amounts less than €10 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, 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 have the possibility to communicate it to allow third parties to use it, at your sole responsibility.

4.4 If you rent a device using a promotion providing a minimum rental period, no refund is provided for the days being part of that period.

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

## **5 - ASSISTANCE**

5.1 We test the operation of all devices and accessories carefully prior to each rental. You are required to verify the proper operation upon delivery and report to us immediately any

malfunction. After 24 hours from the delivery, any malfunction will be attributed to accidental damages suffered during the rental period.

5.2 If you experience a device malfunction, you are required to contact us as soon as possible. If we are unable to resolve the issue, we may at our discretion:

- replace the malfunctioning device with another of the same model;
- send a second device that you will have to return with the first one at the end of the rental period.

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 replace the device, with the only obligation to refund you the rental amount corresponding to the days not used, calculated from the day in which the damage has been reported.

5.3 Once the device is returned, we will proceed with an accurate check. You trust our ability to assess the device and in case of issues, you accept and agree the application of the following provisions:

A - If our assessment determines that the device has been damaged for reasons not attributable to you, we will have the sole obligation to refund the rental amount for the period you have not been able to use the device as result of the malfunction.

B - If our assessment determines a malfunction for reasons attributable to accidental damage suffered during the rental period, we will apply the penalty provided in Art.7.1 A for "damaged device" and, if we made a replacement, we will also apply the penalty provided in Art.7.1 D for "additional delivery". In this case, no refund is provided for any possible lost days.

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.7.1 E for "modification of the order " and in Art.7.1 D for "additional delivery". In this case, no refund is provided for any possible lost days.

5.4 In case of loss or theft of a device, you are required to inform us immediately: we will apply the related penalty provided in Art.7.1 A for "device not returned" or "stolen device" 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 the absence of such a request, we have no further obligations.

5.5 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/or C, and you may request a new accessory 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 - ACCOUNT**

6.1 If you rent a device "ready to use" and it needs an account in order to work, including accounts for telephone and/or data connection, you acknowledge and agree that:

- we subscribed the account under our name with a third party Company ("Operator") and it remains our property;
- we make the account available for you with the sole purpose of making the device usable and there isn't any sale or rental of the account.

If for any matter you don't want to use the account provided or you are not satisfied with it, you may contact us and we will give you instructions on how to replace our account with another one of your own property.

You acknowledge and agree that in all cases of non-usage of the account, including its possible malfunctioning, no refund is allowed as the rental amount is due for the device and not for the possible associated account.

6.2 You are responsible for the usage of the account 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 an account so that we can ask the Operator for the deactivation as soon as possible. In this case, you expressly accept that your liability for the account usage ends only when the account is effectively deactivated.

6.3 You acknowledge and agree that, according to the Italian law, in case of usage of an account allowing a data and/or telephonic connection, we have to keep your data, associated to the account data used for a period of 10 years, in order to provide any possible detail to the Competent Judicial Authority in case of investigation on illegal activities conducted by a specific account.

For this purpose, every device using an account is identified by a specific code printed on it and uniquely associated to a specific account. Before we send your device, we take note of its code and its associated account. During the rental period, you can 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 telephonic account for mobile telephone/data connection, you acknowledge and agree, releasing us from any liability and obligation, that the connection given by the Operator is not homogeneous, is not extended to all areas in Italy, can be less performant in some areas, and that for technical reasons the Operator can temporarily stop or limit the connection in specific areas, without notice.

6.5 You acknowledge and agree, releasing us from any liability and obligation, that even for devices with an "unlimited" data connection, we may apply "fair policy" rules and suspend the connection up to midnight in case of data consumption significantly higher (over 500%) than the average consumption per device nationwide, currently equal to 2.3 Gb/day.

6.6 You agree not to tamper with the device configuration.

The devices using an account allowing a data and/or telephone connection are provided with SIM cards closed off by a security seal and, in addition, an automatic system reports any possible attempt of usage of the SIM in another device and, in this case, it automatically blocks the SIM card. You agree not to remove the security seal, and in case of non-fulfilment of this term, we will apply the penalty provided in Art.7.1 F for "security seal tampering". If the

SIM is blocked for the attempt of usage in another device, we will reactivate it only after the penalty payment, and no refund will be provided for any possible lost day.

## **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: Pocket WiFi "Pro" € 65, Pocket WiFi "Smart" € 35, Pocket WiFi "3G" € 25, Power Bank "10000 mAh" € 12; Power Bank "20000 mAh" € 15; Car Charger € 6.

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

C - Cable, given as 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: € 15.

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 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.