

Rental Agreement - PARTNERS

DEFINITIONS

SERVICE: the rental service covered by this Agreement;

COMPANY: the Company providing the SERVICE to the public;

CUSTOMER: the customer subscribing the SERVICE;

DEVICE: electronic device object of the rental;

EVOLIA : Evolia Srl, the company owner of the DEVICE;

STORE: place where the COMPANY rents the DEVICE to the CUSTOMER;

SITE: the website www.witourist.com, property of EVOLIA, through which the SERVICE is presented to the public, and where published contacts are available to receive assistance;

PENALTY: amount the CUSTOMER agrees to pay the COMPANY as compensation in case of non-fulfillment of the provisions of this Agreement;

SECURITY LABEL: seal affixed to certain types of DEVICES to prevent their manumission;

PACKAGING: all elements necessary to return the DEVICE in a place different from the STORE, which are provided at time of delivery, consisting of a box and an envelope for shipment;

DEPOSIT: security deposit, bearing no interest, paid by the CUSTOMER for the eventual fulfillment of a PENALTY.

1 - OBJECT

1.1 The COMPANY rents directly, and under his exclusive responsibility the DEVICE to the CUSTOMER.

1.2 The rental service includes technical and logistical support by the COMPANY, and through the the SITE contacts, the provision of instructions, accessories, and PACKAGING, when necessary.

All material that are made available by the COMPANY to the CUSTOMER are the exclusive property of EVOLIA, and are only temporarily provided for specific time frame of the rental.

1.3 The relationship between the CUSTOMER and the COMPANY is governed by this Agreement, any additional forms signed, and the documents and rules recalled.

1.4 The payment for the rental must be done before the DEVICE delivery, for the entire amount established.

2 - USE

2.1 The rental can only be used within Italian territory. The CUSTOMER agrees not to remove the DEVICE outside of Italian territory under any circumstances; in case of non-compliance with this limit, a PENALTY will be applied as reported under Article 8.2 A-B.

2.2 The CUSTOMER agrees to keep the DEVICE and its accessories in proper working order for the entire duration of the rental, and to return them on the date and through the agreed

methods. Where there is a SECURITY LABEL, the CUSTOMER agrees not to remove it for any reason, unless specifically authorized in writing.

3 - RETURN

3.1 It is the CUSTOMER's obligation to return the DEVICE on the appointed day.

3.2 In all cases where the CUSTOMER requires the return of the DEVICE to a specific Hotel, he agrees to delegate, for all purposes of the law, to the staff of these facilities to manage the DEVICE on his behalf and in his name, assuming personal responsibility for the custody and use of the DEVICE.

3.3 In any case of return to a specific Hotel, it is the responsibility of the CUSTOMER to respect the facilities opening hours.

3.4 If the CUSTOMER has not returned the DEVICE to the designated location within 5 hours after the deadline, the COMPANY will proceed to charge the PENALTY for failure to return the rented hotspot device provided for in Article 8.2 A-B.

3.5 The CUSTOMER must keep the PACKAGING provided until time of return, so that he can use it to return the DEVICE. In case of PACKAGING loss, the COMPANY will agree to alternative solutions with the CUSTOMER, and will apply the PENALTY provided for in Article 8.2 D.

3.6 No refunds will be made for DEVICES returned in advance of the agreed upon date.

4 - IMPLEMENTATION OF THE CONTRACT

4.1 The execution of this Agreement occurs upon subscription of the booking order by signing the paper form at the STORE, with the related specific clauses acknowledging the conditions provided by this Agreement.

4.2 The CUSTOMER must make the payment of the rental fee in advance and for the entire rental period.

5 - ASSISTANCE

5.1 Each DEVICE is tested regularly and prior to every delivery. The CUSTOMER must verify the DEVICE's functionality on the day of delivery and must report immediately any possible malfunctions.

5.2 The CUSTOMER fully entrusts the COMPANY in the assessment of damage and / or tampering of the DEVICE.

5.3 In all cases of malfunctioning reports, the COMPANY will proceed with assisting the CUSTOMER at the STORE.

If it is impossible to solve the reported problem using these methods, the COMPANY may use its discretion, and replace the malfunctioning DEVICE with another of similar characteristics.

5.4 In the event of a proven DEVICE failure due to causes not attributable to the CUSTOMER, the COMPANY will have the sole obligation to repay the actual days of non-use of the SERVICE.

5.5 In calculating the above reimbursement, the COMPANY will proceed to return the difference between the amount already paid by the CUSTOMER and that due, only for the period of actual use.

5.6 In case of where the DEVICE is reported by the CUSTOMER as malfunctioning, and thus withdrawn or replaced, but determined by the COMPANY to be functioning properly, the CUSTOMER will be charged a PENALTY as reported under Article 8.2 C.

In addition to the above, if as result of the malfunction report the COMPANY had sent a further DEVICE, it will charge its related rental fee.

6 - LIABILITY

6.1 The CUSTOMER is fully responsible for the DEVICE, its related accessories, and is responsible for it since this is withdrawn by him or his delegate.

6.2 The CUSTOMER holds the COMPANY and EVOLIA harmless for any loss or damage resulting from failure or incorrect operation of the DEVICE, from incompatibility between the DEVICE and the CUSTOMER's personal devices, from force majeure, and from non-compliance and / or technical problems caused by third parties.

6.3 In case of loss or theft, the CUSTOMER must immediately inform the COMPANY or the assistance contacts published on the SITE, which will provide for the immediate deactivation of the DEVICE and apply the PENALTY provided for under Article 8.2 A-B.

In this case, the CUSTOMER is entitled to request a replacement of the DEVICE. In the absence of such a request, the COMPANY will have no further obligations to the CUSTOMER.

If the CUSTOMER had chosen the DEPOSIT as rental guarantee, he has to make a new DEPOSIT equal to the one originally paid.

7 - CONNECTION

7.1 When renting a DEVICE, which requires for its normal operation a data and/or telephone connectivity, the COMPANY provides, free of charge, the connection, supplying the DEVICE already configured and ready to use.

7.2 The CUSTOMERS is aware that EVOLIA subscribes the connection through an independent phone Operator, chosen from the main service providers in Italy.

The CUSTOMER acknowledges and accepts that: the coverage offered by the Operator in Italy may not be homogeneous, nor extended to all areas of the territory itself, and therefore the use may be discontinuous or of low quality in some parts of the Italian territory; that the use

of the DEVICE is limited to the Italian national territory; that for technical and organizational reasons independent of the COMPANY and EVOLIA, the Operator may terminate the service in specific areas, or for a specific period of time, without notice.

In all these cases the CUSTOMER holds the COMPANY and EVOLIA harmless of any liability and obligation.

7.3 The CUSTOMER is informed and accepts that when using a DEVICE with an "Unlimited" data plan, the Operator, pursuant to the rules of "fair policy" designed to avoid overloading of the infrastructure by some CUSTOMERs at the detriment of others, may suspend without notice the provision of the connections recording a usage considered abnormal, such as: a usage significantly higher than the average levels recorded nationwide during a persistent amount of time; using counterfeit accounts; access to illegal services and/or sites.

In each case of connection suspension, the CUSTOMER holds the COMPANY and EVOLIA harmless for any responsibility and obligation, and, if so requested by the COMPANY, agrees to return the DEVICE within the next 5 working days, with no further pretensions.

If after this period, the CUSTOMER has not completed the request, the COMPANY will proceed to the complete deactivation of the DEVICE, applying the PENALTY provided in case of failure to return under Article 8.2 AB.

7.4 The CUSTOMER will use the DEVICE and the connection under his full responsibility, and shall indemnify the COMPANY and EVOLIA from abuse or unlawful use operated during the rental period.

The CUSTOMER declares to be aware of, and approve, that the COMPANY and/or EVOLIA must under existing laws preserve and communicate the CUSTOMER information to the competent authorities, when by requested by them, for a period of 10 years from the date of rental.

8 - PENALTIES AND WARRANTIES OF RENTAL

8.1 At the time of rental, the CUSTOMER is required to satisfy a formula to guarantee rental, in form of a DEPOSIT payment for each DEVICE under a fixed amount stated at the time of the ORDER, or with a pre-authorization to charge the CUSTOMER's credit card for any amount due to the COMPANY following failure to comply with one or more articles of this Agreement.

8.2 In the event of failure to comply with conditions set forth in this Agreement, the CUSTOMER is required to pay a PENALTY, according to the following scheme:

A - DEVICE not returned, transferred abroad, damaged, or SECURITY LABEL showing signs of tampering: € 70;

B - Battery charger or other accessory not returned, transferred abroad or damaged: € 20;

C - Unnecessary DEVICE replacement: € 15;

D - Loss of one or more PACKAGING elements: € 8;

8.3 All amounts paid as DEPOSIT by the CUSTOMER may be held by the COMPANY as a withdrawal PENALTY to cover any type of damage or failure. If the DEPOSIT is insufficient to

meet the payment due by the CUSTOMER as a PENALTY, the CUSTOMER is bound to pay the difference due upon request by the COMPANY .

8.4 In the case of pre-authorization on the CUSTOMER's credit card, the CUSTOMER is responsible for the accuracy of the data reported, the validity of the card, and guarantees the COMPANY the availability of the amount preauthorized during the booking confirmation. When this is made impossible, the CUSTOMER is directly responsible to the COMPANY until full payment of any PENALTY.

8.5 The CUSTOMER, when using a credit card not directly in his name, declares to be entitled to its specific use by the actual holder, taking all responsibility with regards to it, including possible additional amounts due as PENALTY.

8.6 In all cases of DEVICE return by courier, the CUSTOMER is responsible for the DEVICE until the return of the same at the STORE.

After proper verification of the conditions of the DEVICE and accessories, the COMPANY will refund the DEPOSIT within one working day to the CUSTOMER, or else will delete the data related to the CUSTOMER's credit card within 30 calendar days, starting from date of actual return to the STORE.

9 - JURISDICTION

For any dispute the competent jurisdiction is the Court of Rome.

The parties declare to have read and approved this Agreement and expressly approve the points 1, 2, 3, 4, 5, 6, 7, 8 and 9 under the Articles 1341 and 1342 C.C.