General conditions for chauffeur services booking and purchasing by means of the website <u>www.cosepuri.it</u> for clients with an Executive Agreement - Rev. 04

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#### GENERAL CONDITIONS FOR CHAUFFEUR SERVICES BOOKING AND PURCHASING BY MEANS OF THE WEBSITE "WWW.COSEPURI.IT" FOR CLIENTS WITH AN EXECUTIVE AGREEMENT

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#### 1. PREMISES

These General Conditions of Sale apply exclusively to the booking and purchase of car rental services with driver in the province of Bologna carried out by Clients with an Executive Agreement (companies, professionals or private individuals) on the website "www.cosepuri.it" owned by Cosepuri Soc. Coop. P.A. (hereinafter, COSEPURI).

Therefore, all services requested and/or provided to customers whose payment terms are regulated by a Business Agreements remain excluded from the application of these Conditions.

These Conditions may be subject to changes and the date of publication of the same on the website www.cosepuri.it (indicated on the cover of these Conditions) is equivalent to their date of entry into force.

In the event of changes to the Conditions, the General Conditions published on the website at the time the booking request is sent by the CUSTOMER will be applied to the booking and purchase of services. These Conditions govern the relationships between the Parties in compliance with the provisions regarding distance contracts and electronic commerce of the following Italian laws:

• Part III, Title III, Chapter I, of the "Consumer Code" (Legislative Decree no. 206/2005), as amended by Legislative Decree. n. 21/2014;

• Legislative Decree. n. 70/2003 regarding electronic commerce.

Any communication relating to the website www.cosepuri.it, written or oral, between the buyer and the company will take place in Italian and/or in English, in the case of foreign customers.

In particular, telephone conversations relating to the aforementioned site between COSEPURI and the CUSTOMER will take place in Italian and/or English.

#### 2. OBJECT OF THE CONTRACT

With these Conditions, COSEPURI offers and the CUSTOMER remotely books and purchases chauffeur services departing in Bologna city and suburbs available on the website "www.cosepuri.it".

The Executive Agreement between the Parties is concluded exclusively via the internet, through the forwarding by the CUSTOMER of the booking request on the website indicated above and the confirmation of the booking by COSEPURI.

Before proceeding with the booking and purchase of the service, the CUSTOMER undertakes to read these General Conditions, with particular reference to the pre-contractual information referred to in the following art. 3 provided by COSEPURI pursuant to art. 49 Legislative Decree 206/2005, and to accept them fully and unconditionally by means of specific flags on the occasion of each purchase. Any right of the CUSTOMER to compensation for damages and/or compensation remains excluded, as well as any contractual or non-contractual liability of COSEPURI for prejudices of any nature caused by the failure to accept a booking request.

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#### **3. PRIOR INFORMATION IN FAVOR OF THE CUSTOMER**

Before confirming the booking, the CUSTOMER, as a consumer pursuant to Italian Legislative Decree 206/05, receives the following information:

- the professional contact details of COSEPURI (also indicated in the following art. 13);

- the main characteristics of the service offered reported in the following art. 4;

- the criteria for calculating the prices applied, the indication of any applicable taxes and any other additional costs, where applicable, reported in the following art. 5;

- the payment methods listed in the following art. 10;

- the methods and times within which to proceed with any cancellation of the reservation made, reported in the following art. 11.

#### 4. CHARACTERISTICS OF THE SERVICES OFFERED

### 💉 FLEET

COSEPURI makes recently registered prestigious CARS available to its customers (Mercedes, Audi, BMW, Volvo, Maserati, etc.).

Available types: SEDANS STATION WAGON MPV 5/7 SEATER MERCEDES S CLASS<sup>1</sup> HYBRID SEDAN.

All cars are equipped with every comfort, the best insurance guarantees and are driven by drivers with proven experience, discretion and professionalism, to allow you to reach any destination, in Italy and abroad, comfortably and with maximum safety.

<sup>&</sup>lt;sup>1</sup> With specific reference to the rental of 5/7 seater MPVs and Mercedes S Class, the CUSTOMER can request a cost estimate on the website www.cosepuri.it, being able to proceed with the actual booking only via the COSEPURI Call Center, Tel +39051519090 – <u>booking@cosepuri.it</u>. These conditions do not, therefore, apply to the booking and purchase of the aforementioned service).

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The drivers has got a suitable driving license, a regular Municipal Authorization for the management of the chauffeur service activity, a Certificate of Professional Qualification and are registered with the Chamber of Commerce and the Register of Artisan Companies.

They conform their behavior according to a precise code which provides for particular courtesy and attention towards the CUSTOMER and are required to wear elegant, sober and classic-cut clothes.

## <u></u>SERVICES

COSEPURI offers the CUSTOMER its complete availability for the provision of the following services: Bookable via the website www.cosepuri.it:

⇒ transfers departing from Bologna to any destination;

⇒ transfers in Bologna from/to the airport, station, fair and city centre;

⇒ accompaniment in Bologna to/from stadiums, theatres, entertainment venues.

Bookable only by email to <a href="mailto:booking@cosepuri.it">booking@cosepuri.it</a>:

 $\Rightarrow$  representation services at conferences, meetings, conventions and ceremonies throughout the national territory;

⇒ services at client's disposal to/from any destination;

⇒ transfers/excursions to/from the main places of tourist and food and wine interest;

 $\Rightarrow$  transport services for people with reduced mobility.

#### OPERATIONS CENTER AND GPRS SYSTEM

COSEPURI has got a computerized Operations Center working 7 days/24 hours, which collects and distributes reservations made by telephone, via e-mail, via mobile APP or on the website. All cars are connected to the Operations Center via a GPS satellite geo-localisation system of the vehicles which allows:

the identification of the closest vehicle to the pick up point and the automatic distribution of services;

greater efficiency in the distribution of services to drivers in the area;

- reduction of response times to requests;
- limitation of empty journeys;

actual arrival times of the cars at the pick-up location

remote tele-management of operational units also in other cities, managed directly from the Bologna office.

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#### 5. RATES

- a) The cost of the service is expressed in Euros, inclusive of taxes applied (VAT included, rate in accordance with law). However, a minimum service charge will apply. In this regard, see the price list attached to these General Conditions and forming an integral part thereof.
- b) The proposed rates include: vehicle rental, driver labor, consumption (fuel, lubricants, antifreeze, etc.), third party insurance.
- c) The cost of the chauffeur service offered by COSEPURI, in addition to being made up of the fixed and variable costs referred to in the previous point (among the latter, fuel, which is notoriously subject to fluctuations), derives from the application of a kilometric fare in compliance with the following methods: the amounts relating to urban, hinterland and out of town services carried out are calculated taking into account the outward and return kilometers travelled.

- CITY TRANSFERS: urban transfers must be understood as those carried out with departure and arrival within the territory of of the city where the service is requested and related suburbs (bordering with the city within the same province).

- HINTERLAND TRANSFERS: hinterland transfers must be understood as those carried out with departure or arrival within towns not neighboring the city (i.e. not bordering with the city within the same province).

- OUT OF TOWN TRANSFERS: extra-urban transfers must be understood as those carried out with departure within the territory of the city where the service is requested and related neighboring towns (bordering with the city within the same province) and arrival in another city.

- Advance booking of services on the website www.cosepuri.it does not entail the charging of any supplement.
- e) COSEPURI reserves the right to make adjustments to the price list at any time.
- f) On the basis of official data collected monthly by the Ministry for Economic Development, in the event of increases in the cost of fuel exceeding 10% compared to the price in force on 1 January

of each year, COSEPURI reserves the right to apply during the year an adjustment to the proposed fares proportional to the variation recorded.

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g) The service offered by the website www.cosepuri.it provides the possibility for the CUSTOMER to be accompanied, in addition to the single route, also to multiple destinations with one or more stops with waiting time not exceeding 3 hours. Requests for services at client's disposal for a period of more than 3 hours can be made by sending an email to <u>booking@cosepuri.it</u>

#### A) Basic rates

The basic rates at the bottom of these General Conditions refer to the use of a sedan-type representative car with its driver suitable for transporting up to 4 passengers.

#### B) Supplements and/or special conditions for providing the service

• station wagon cars: in relation to the request for services to be carried out via station wagon cars, a fixed supplement of €5.00 will be applied to the proposed rates.

• night rates: from 10.00 pm to 6.00 am an increase of 20% will be charged to the proposed rates;

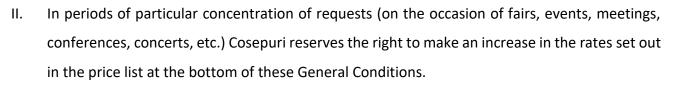
• Sunday/holiday rates: on public holidays, an increase of 20% will be charged to the proposed rates.

#### C) Additional costs

Any expenses useful for carrying out the services (food and accommodation for the driver, motorway tolls, crossings, ferries, tunnels, car parks, etc.) must be considered excluded from the proposed rates and are to be considered in CUSTOMER's charge who will settle them upon presentation of adequate supporting documentation.

#### D) Surcharges

If the CUSTOMER, at the time of the pick up, accumulates a delay compared to the agreed time of more than ten minutes, with corresponding waiting by the driver, an increase of €5.00 including VAT will be applied to the amount of the service for each fraction of 10 minutes (up to 60) starting from the 11th minute of waiting. The supplement will be applied for every fraction of min. 10 upon triggering of the same, regardless of the actual achievement of the n. 10 minutes of additional waiting in total. This integration will be requested by the driver on board the car at the end of the service.



III. On services to/from the Airport/Railway Station/Exhibition District, Cosepuri reserves the right to apply an increase to the rates listed in the price list at the bottom of these General Conditions.

#### E) Exclusions

1. Any promotions/agreements with payment on board the car cannot be activated or used through the booking service via the website www.cosepuri.it and these conditions do not apply to them. As an example:

Coop Alleanza 3.0 members or Card Cultura holders may be entitled to a discount (not cumulative) only by telephone booking of services and under the conditions exclusively provided by Coop or Card Cultura in favor of its members. These Conditions, therefore, will not apply to such telephone bookings.

2. Accompaniment services for events and ceremonies cannot be purchased through the website www.cosepuri.it and these conditions do not apply to them. As an example:

The prices offered online are not applicable in the case of events, meetings, conferences, demonstrations, etc. which could involve the request for a certain number of cars. Similarly, these rates are not applicable in the case of ceremonies (weddings, baptisms, funeral ceremonies, etc.). In both cases, during the booking phase, the quote must be requested from the Car Operations Center by telephone at no. +39 051 519090 or via e-mail to booking@cosepuri.it;

#### 3. Higher class cars or MPV/minivan cars:

Services to be carried out by means of "F" segment cars (Mercedes S Class or similar) or via MPV cars suitable for carrying 5 to 7 passengers cannot be booked via the website www.cosepuri.it, but can only be requested by telephone at no. +39 051 519090, via e-mail to <a href="mailtobooking@cosepuri.it">booking@cosepuri.it</a>, but can only the appropriate forms on the website <a href="mailto:https://www.cosepuri.it">https://www.cosepuri.it</a> or by filling out the appropriate forms on the website <a href="mailto:https://www.cosepuri.it">https://www.cosepuri.it</a> or by filling out the appropriate forms on the website <a href="mailto:https://www.cosepuri.it">https://www.cosepuri.it</a> or by filling out the appropriate forms on the website <a href="mailto:https://www.cosepuri.it">https://www.cosepuri.it</a> or by filling out the appropriate forms on the website <a href="mailto:https://www.cosepuri.it">https://www.cosepuri.it</a> or by filling out the appropriate forms on the website <a href="mailto:https://www.cosepuri.it">https://www.cosepuri.it</a> or by filling out the appropriate forms on the website <a href="mailto:https://www.cosepuri.it">https://www.cosepuri.it</a> on the website <a href="mailto:https://www.cosepuri.it">https://www.cosepuri.it</a> or by filling out the appropriate forms on the website <a href="mailto:https://www.cosepuri.it">https://www.cosepuri.it</a> or by filling out the appropriate forms on the website <a href="mailto:https://www.cosepuri.it">https://www.cosepuri.it</a> or by filling out the appropriate forms on the website <a href="mailto:https://www.cosepuri.it">https://www.cosepuri.it</a> or by filling out the appropriate forms on the website <a href="mailto:https://www.cosepuri.it">https://www.cosepuri.it</a> or by filling out <a href="mailto:https://www.cosepuri.it">https://www.cosepuri.it</a> or by filling out <a href="mailto:https://www.cosepuri.it">https://www.cosepuri.it</a> or by filling out <a href="mailto:https://www.cosepuri.it">https://www.cosepuri.it</a> or by filling

All services that cannot be purchased by means of the website are excluded from these conditions and can be booked at +39 051 519090 or by e-mail to <u>booking@cosepuri.it</u>.

#### 6. BOOKING PROCEDURE

a) The service offered by the website www.cosepuri.it does not allow the purchase of immediate, socalled "volanti" transfers (a function present in the Cosepuri App) but only reservations on the desired date and time.

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- b) The service offered by the website www.cosepuri.it allows only the request of services departing from the Bologna area and province to any destination in Italy.
- c) The service offered by the website www.cosepuri.it allows you to request transfers with a single route as well as allowing you to request cars at your disposal for multiple destinations and/or multiple stops with corresponding driver's waiting time for a period of time not exceeding 3 hours.
- d) Before proceeding to purchase the requested services, the CUSTOMER registers his/her personal data on the website www.cosepuri.it (or, alternatively, on the Cosepuri App which they can access with the same credentials). Following this, the CUSTOMER will receive a welcome email from COSEPURI with a summary of the access credentials and personal data provided for the use of the site's and App's services; in the event that CUSTOMERS verify the presence of errors or needs to update their summary data, they will be able to access their account at any time from the "Personal data" section of the "welcome" menu and carry out the necessary update.
  - I. Estimating and booking can only be completed upon registration.
  - II. It is possible to purchase the services through two areas of the site present in the fixed header menu: "CLIENT AREA" and "QUOTATION AND BOOKING".
- e) The booking procedure on the website www.cosepuri.it is structured as follows:

#### STEP 1:

a) Once registered, the CUSTOMER can log in and access the "QUOTATION AND BOOKING " area. At this point, the CUSTOMER can book the service by choosing between two distinct possibilities: choice of any car or choice of type and/or number of cars.

In case of selecting the second option (type and number of cars), the CUSTOMER has the possibility of viewing the specific types of cars offered (sedan, station wagon, MPV/minivan, Mercedes S Class <sup>2</sup>). Please note: Customers with an Executive Agreement can only purchase one car at a time.

<sup>&</sup>lt;sup>2</sup> MPV/minivan, Mercedes S Class: service cannot be booked and/or purchased online, but only through the COSEPURI Call Center Tel. +39051519090 – booking@cosepuri.it; however, the quote request function is active on the site, with the completion of any booking by telephone (see also art. 4. of these conditions)

b) Once the type of service has been selected, the CUSTOMER chooses the date and time required for the pick-up and drop-off service. **PLEASE NOTE**: booking must be made with no less than 30 minutes notice. At this point, the CUSTOMER has the possibility to enter any additional information in a specific "NOTE" field, where appropriate and/or useful for the best use of the service by the CUSTOMER himself (e.g. **flight number**, functional indications for finding a poorly visible house number, <u>presence of baggage and/or particular and bulky equipment - e.g. skis - to avoid that the vehicle is not suitable for carrying out the service<sup>3</sup>, request for a sign with the passenger's name, or accessory services - which will be provided subject to availability - such as transport of user with wheelchair (<u>only folding</u>), transport of animal accompanying the passenger (only of small size or as an aid), etc.</u>

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c) The procedure then continues with the customer's choice between the possible types of transfer (execution of a single route and/or request for a car available hourly for multiple routes and/or multiple stops with driver waiting for a period of time not exceeding 3 hours).

d) Once this further choice has been made, the CUSTOMER proceeds to enter the address for the pick up: via a further "drop-down" menu it is possible to select some pre-compiled "points of interest" (e.g. railway station, airport, etc.) or, without selecting any of them, indicate the specific pick up address. At this point, the CUSTOMER must enter the destination address useful for calculating the quote (also in this case it is possible to select the pre-compiled "interest" points mentioned above).

#### STEP 2:

At this point, the CUSTOMER:

a) has available a brief summary of the requested service (type of car, date, time, pick-up address, destination address, any stops and/or intermediate routes compared to the final pick-up point) and the quote.

b) is also informed that, if there are waiting times exceeding 10 minutes, the cost of the service may be increased and that the difference in price will be requested by the driver at the end of the journey.c) reads and accepts, by affixing 2 flags:

3 It remains at the discretion of the drivers to load bulky objects/suitcases onto the cars that are not declared or do not meet the conditions for safe transport (damaged, dirty baggage, etc.)

• The version in force at the time of the request of the "General conditions for chauffeur services booking and purchasing by means of the website www.cosepuri.it for clients with an Executive Agreement";

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• The articles 5), 6), 7), 9) and 11) of the "General conditions for chauffeur services booking and purchasing by means of the website www.cosepuri.it for clients with an Executive Agreement" in force at the time of the request, pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code.

d) At this point, can proceed with purchasing the transfer service by credit card according to the method illustrated in point 10 below.

#### STEP 3:

The customer, after confirming the purchase, reads on the screen a message regarding the booking being taken over, together with indications for the possible cancellation of the requested service (according to the conditions illustrated in more detail in the following art. 11).

At the same time, the CUSTOMER will also receive a first email regarding the booking being taken over, automatically generated by the site with the following message: "Dear Customer, we confirm that your request will be taken over of by our Operations Centre. We will send you a further email to confirm the assignment of the ride to an available car and provide you with the details of the car and the driver's contact details. The amount will be charged to the credit card only after the service has been assigned to the driver."

Furthermore, in the acceptance email, COSEPURI makes the following information available to the CUSTOMER:

- summary of personal data provided by the CUSTOMER for the use of the site's services; in the event that the CLIENTS verifies the presence of errors or needs to update their summary data, they can access their account at any time from the "Personal details" menu and carry out the necessary update.
- customer code, to be used in any further communication with COSEPURI for the purposes of rapid identification;
- date, time and address of pick up and destination;
- indication of the price of the service and payment made by credit card.

Upon receipt of the email accepting each reservation, the CUSTOMER undertakes to verify the correctness of the personal data provided, proceeding, in the event of errors or changes occurred subsequently, to carry out the necessary update of their account on the website <u>www.cosepuri.it</u> by accessing from the "Personal details" menu (see also art. 13 of these conditions). Errors and/or missing corrections in the transmission of data cannot be attributed to Cosepuri.

In the end, when the service is assigned to the car, the CUSTOMER receives a second email:

a) In case of car NOT FOUND (ride cancelled):

"Dear Customer, we are sorry but there are no cars available at the moment. The service will not be charged. We apologize for the inconvenience."

#### Failure to provide the service resulting from the unavailability of vehicles will not incur any charges.

b) In the case of a car FOUND or in the case of a reservation ASSIGNED to the car in advance (even more than 8 hours) of the pick-up time:

"Dear Customer, we confirm your booking. Any waits longer than 10 minutes can be adjusted on board." This e-mail indicates the date and time of the service, as well as the driver's initials and telephone number.

The reservations purchased by the CUSTOMER are listed in the MY TRIPS section of the "welcome" menu and are characterized by the "confirmed" status.

# In this section, reservations can be cancelled by the CUSTOMER using the "Details/Cancel" button in compliance with the terms illustrated in detail in the following art. 11 "CANCELLATION OF RESERVATIONS, REFUNDS".

If they are cancelled, reservations are characterized by the status "cancelled" (for cancellation methods see the CANCELLATION OF RESERVATIONS, REFUNDS section).

#### 7. EXECUTION OF THE SERVICE BY COSEPURI

Booking transfer services on the desired date and time does not constitute a guarantee of provision of the service, the execution of which is guaranteed only upon availability of the requested vehicle. COSEPURI, once the ride has been assigned to the car and the CUSTOMER's request has been

confirmed, undertakes in every reasonable way to provide the service and to have its vehicles arrive punctually with respect to the scheduled time for picking up the passenger(s).

COSEPURI will not, however, be responsible for delays due to causes beyond its control when carrying out the pick-up/drop-off service.

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Once the ride has been assigned to the car and the CUSTOMER's request has been confirmed, in the event of non-performance of the service, every circumstance suitable to exclude the liability of COSEPURI in cases attributable to fortuitous circumstances or force majeure has been evaluated, such as all natural events, traffic blockages, accidents due to third party liability, driver illness, unexpected and unforeseeable failures, any compensation must be considered commensurate only with the damage emerging as a foreseeable, immediate and direct consequence of the breach itself pursuant to the art. 1223 of the Italian Civil Code and will be limited to the reimbursement of the total amount requested for the execution of the route(s), paid by the CUSTOMER via credit card.

Likewise, COSEPURI does not assume any responsibility for disservices attributable to malfunctions and disservices of the internet network during the online booking and/or purchase of services, in the event that it is unable to execute the booking requests within the times and according to the methods referred to in these Conditions.

#### 8. INSURANCE COVERAGE

All vehicles made available by COSEPURI are covered by RCA insurance coverage of at least  $\in$  12,000,000 with a single guarantee limit for accidents/injured person/damage to property. COSEPURI also has RCT corporate insurance coverage (Civil liability towards third parties) with a single maximum limit of  $\in$  16,000,000 as well as RCO corporate insurance coverage (Civil liability towards workers) with a single maximum limit of  $\in$  10,000,000. This coverage is also extended to the luggage of transported passengers (suitcases, backpacks, parcels and similar) in the event of damage during loading, unloading and handling with a limit to the compensation per accident/year equal to  $\in$  300,000.00 and application of a minimum deductible equal to  $\in$  55.00). The policies are contracted with primary insurance companies.

#### 9. PROHIBITIONS

Customers are prohibited from:

- a) smoking during transport;
- b) throw objects from both stationary and moving vehicles;
- c) dirty, soil or damage the vehicle;

d) demand the transport of pets without having adopted, in agreement with COSEPURI, all useful measures to avoid damage or soiling of the vehicle; in this regard, the art. 36 paragraph c) Rights of Taxi and N.C.C. drivers of the local "Unified Regulation for the supra-municipal management of non-scheduled public bus services with cars (taxi and rental with driver)" prescribes that "*Drivers, during the performance of the service, have the right to refuse the transport of animals, without prejudice to what provided for by article 32, paragraph 1, letter I)*". This last article refers to the obligation to "*transport, free of charge, dogs accompanying people with visual disabilities*". In any case, in order to meet the needs of customers, COSEPURI takes care to entrust these services to drivers available for the transport of animals, as long as they are small or assistive.

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e) demand that the transport be carried out in violation of the safety and behavior rules established by the current Italian Highway Code.

Furthermore, COSEPURI assumes no responsibility for any damage caused by passengers to the vehicles used for the service during the performance of the same. Therefore, if the vehicles used suffer damage for which the passengers transported are responsible, COSEPURI reserves the right to request compensation for any damage suffered and to proceed to request compensation for the costs incurred for any repairs and/or cleaning operations. Similarly, COSEPURI hereby declines any responsibility for any damage caused by passengers to third parties and/or things in violation of the aforementioned prohibitions, with the CUSTOMER undertaking to indemnify it in this sense in the event of disputes and/or requests for compensation.

#### **10. PAYMENTS**

Payment for the requested service(s) is made by online purchase via credit card at the time of booking. After the website has generated the quote, the CUSTOMER can proceed with the payment of the service by clicking on the appropriate "BUY NOW" button located at the bottom of the web page (step 2 of the procedure, art. 6 Conditions).

The CUSTOMER pay for the requested service(s) by credit card, in accordance with the types specified on the site.

The RESERVATIONS' amount is actually debited by the payment circuit:

- once the service has been assigned to a car;

- if it has been cancelled by the CUSTOMER beyond the notice periods referred to in the art. 11).

The RESERVATION amount is not charged by the payment circuit in the event of "Car not found".

The day following the performance of each service, COSEPURI sends a receipted electronic invoice via e-mail to the address provided by the CUSTOMER during registration.

In the event that the CUSTOMER does not receive the invoice via email to the address provided during registration and within the above deadline, he or she may contact COSEPURI at the following addresses also indicated in the following art. 13:

Cosepuri - Car Invoicing Office Via A. Pollastri, 8 - 40138 Bologna BO

Tel.: 051/6029954; e-mail: fatturazione@cosepuri.it

For the purposes of issuing the invoice, the personal information provided by the CUSTOMER is authentic, therefore COSEPURI reminds the CUSTOMER to always verify, with the utmost care, the accuracy of the information provided.

#### **11. CANCELLATION OF RESERVATIONS, REFUNDS**

It is not possible to modify a reservation but it is permitted to cancel it, respecting the notice periods referred to in the art. 11, and make a new one.

The CUSTOMER may withdraw from the contract concluded with COSEPURI based on the purchase of the requested service(s) for any reason, without the need to provide explanations.

However, the withdrawal methods provided for in the art. 54 of Italian Legislative Decree 206/2005 do not apply to the contractual relationship between the Parties governed by these Conditions, by express provision of exclusion introduced by the same provision (art. 59 paragraph 1, letter n).

#### • How to cancel the service(s).

a) Service booked on the website with payment by credit card "pending" (i.e. not yet completed by the CUSTOMER):

On the site there is an active check on all reservations that are in the "to be paid" status, which are automatically cancelled by the system 30 minutes before the booking time.

b) Service purchased on the website via credit card (**payment already completed**):

The CUSTOMER, once the online purchase of the service has been made and the confirmation via email has been received (step 3, art. 6: "receipt of e-mail confirmation "), can immediately proceed to cancel the booking of the service/s by accessing the Customer Area of the site, by clicking on the "My travels" item in the Menu, <u>provided that the notice periods illustrated in the following section "Terms</u>

<u>for canceling the reservation/s" are respected</u>. In this area of the site, the CUSTOMER can view the data relating to the requested service(s) and proceed with the cancellation by clicking on the "Read more/cancel" button. Once the button is clicked, the detailed summary of the trip(s) appears with a further request to confirm the cancellation. If the cancellation is confirmed, the site provides the confirmation.

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At this point, in the list of the purchased rides, the cancelled booking is marked with the status "cancelled".

#### • Terms of cancellation of the service(s).

Please note that the amount of a RESERVATION is actually charged by the payment circuit:

a) once the service has been assigned to a car;

b) if it has been cancelled by the CUSTOMER beyond the notice periods indicated below.

The Customer is informed of the assignment of the service to the driver via an email containing the driver's initials and mobile number.

#### > RESERVATION NOT YET ASSIGNED TO THE DRIVER:

a) The booking not yet assigned to the driver can be cancelled without any charge to the credit card, after logging in, in the "My travels" section, observing the following notice periods with respect to the service start time (the distances in kilometers shown below are conventionally calculated from the center of Bologna to the starting address of the service):

Distance in km	Notice
Fino a 11	1 ora
11,1-15	2 ore
15,1-20	3 ore
20,1-25	4 ore
25,1-30	5 ore

b) Failure to comply with the notice periods indicated in letter a) will make it impossible for the CUSTOMER to independently cancel the booking and the "CANCEL" button will no longer be viewable next to the relevant service in the "My travels" section. The reservation can only be cancelled by calling the Operations Center on +39 051 519090 but its amount will still be charged.



#### > RESERVATION ALREADY ASSIGNED TO THE DRIVER:

a) Generally the reservations are assigned, with proper notice, close to the booking time with the right amount of notice, in time to reach the passenger's pick-up point with respect to the pick-up time and distance from the center of Bologna. On special occasions (e.g. trade fairs, large events, night time, etc.), in order to guarantee the punctuality of the service and provide the CUSTOMER with confirmation and the driver's details, reservations <u>could also be assigned more than 8 hours in advance of the pick-up time</u>.

b) If the CUSTOMER cancels a reservation already assigned to the car, its amount will still be charged to the credit card.

- In the event that the reservation has been assigned to the car close to the time requested by the CUSTOMER, this makes it impossible for the CUSTOMER to cancel it independently as the "CANCEL" button will no longer be visible in correspondence with the relevant service in the "My travels" area. The reservation can only be canceled by calling the Operations Center on +39 051 519090 but its amount will still be charged to the credit card.

- When the booking has been assigned to the car in advance of the requested time and it is canceled by the CUSTOMER, the latter receives an e-mail informing that COSEPURI has received the cancellation of the booking but, since the service had already been assigned, its amount will be charged to the credit card.

In the "My travels" section there is a useful link for consulting these "General conditions for booking and purchasing car rental services with driver via the website www.cosepuri.it".

#### > FAILURE TO PROVIDE THE RESERVATION:

a) In case of unavailability of vehicles, the CUSTOMER receives the relevant notice via e-mail. In this case, failure to make the reservation will not result in any charge.

b) If a reservation already assigned to the vehicle is not carried out due to reasons of force majeure (accident, sudden downtime, etc.), the CUSTOMER may request a refund of the amount paid via email to the booking@cosepuri.it mailbox by specifying the details of the service (date, time, CUSTOMER details, IBAN if necessary). COSEPURI, having verified the failure to provide the service, will reverse the

charge made on the CUSTOMER's credit card or, alternatively, make a bank transfer to the bank account indicated by the CUSTOMER and send the receipt via e-mail in response to the request.

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#### **12. ACCESS TO THE SITE**

The CUSTOMER has the right to access the site for consultation and making reservations/purchases. No other use, especially commercial, of the site or its contents is permitted. The integrity of the elements of this site, whether audio or visual, and the related technology used remain property of COSEPURI and are protected by intellectual property rights.

#### **13. PERSONAL INFORMATION**

All information requested by COSEPURI from the CUSTOMER is collected exclusively for the purpose of processing the booking/purchase request forwarded by the CUSTOMER and/or for the purpose of transmitting information to the CUSTOMER always in accordance with the execution of the contract between the parties.

All data communicated by customers are stored and processed by COSEPURI in compliance with Italian Legislative Decree 196/2003 ("Privacy Code") and R.E 679/2016 regarding the protection and processing of personal data.

The CUSTOMER has the right at any time to verify the data concerning him, as well as to modify them by accessing his personal account within the Customer Area of the website. If CLIENTS intend to delete their profile, they must make a specific request via e-mail to the mailbox info@cosepuri.it

For the purposes of accessing, modifying and/or rectifying the data communicated, in case of difficulties and/or technical problems possibly connected to the account, the CUSTOMER can contact COSEPURI at the following addresses:

Cosepuri - Car Invoicing Office Via A. Pollastri, 8 – 40138 Bologna BO

Tel.: 051/6029954; e-mail: fatturazione@cosepuri.it

COSEPURI does not disclose the personal data communicated by the CUSTOMER to third parties unrelated to the contractual relationship existing between the parties, with the exception of COSEPURI partners to whom the communication of the data is justified for the purposes of processing and/or fulfilling the reservation.

In these cases, the transmission will be limited only to the data indispensable to COSEPURI partners for the execution of their respective functions.

COSEPURI adopts all security measures, both technical and administrative, necessary to protect data against accidental and/or intentional manipulation, loss, destruction or against access by unauthorized persons.

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Payment information is transmitted securely (in encrypted form).

#### 14. APPLICABLE LAW AND COMPETENT COURT

Any dispute relating to these General Conditions, and more generally, relating to all purchases made on the website owned by COSEPURI is subject to Italian law.

Any dispute that cannot find an amicable solution will be subject to the exclusive jurisdiction of the Court of the place of residence or domicile of the CUSTOMER.

In any case, it is possible to optionally resort to the mediation procedures referred to in Italian Legislative Decree 28/2010, for the resolution of any disputes arising in the interpretation and execution of these conditions of sale.

#### **15. FINAL PROVISIONS**

These General Conditions are made up of all the clauses that compose them. If one or more provisions of these General Conditions are considered invalid or declared as such pursuant to law, regulation or following a decision by a court having jurisdiction, the other provisions will continue to have full force and effect.

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#### PRICE LIST VAT INCLUDED

for requests for chauffeur services carried out by **EXECUTIVE CLIENTS** (companies, professionals or private individuals) By means of the website "www.cosepuri.it":

Rate:	€ 22,50/h + € 0,75/km
Minimum service:	€ 16,00
Station wagon:	Supplement of € 5.00 including VAT
Holidays and nights (from 10.00 pm to 6.00 am):	+ 20%
Any additional costs or surcharges:	See the provisions of the art. 5 lett. c) and d)
Validity: starting from the date indicated on the title page of this document	

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