



GENERAL TERMS AND CONDITIONS

The Vehicle rental services and the motorbike rental by Driving the Dream S.R.L. Company (acting as the lessor) are regulated by this contract signed by the Customer (as the driver) and by the Italian laws in compliance with the Italian Civil Code and with the Privacy Laws.

ARTICLE 1) REQUIREMENTS

1. The Vehicles are rented out only to people over 18 years old and only after showing a valid identity document, a numerical fiscal code (for the Italian Customers) and appropriate driving license, with the date of expiry subsequent to the termination of the rental contract.
2. The Driver agrees not to provide false personal information concerning his general age, his address and the existence of the legal requirements for the entitlement to drive. He expressly exonerates the Lessor for any damaging consequences that may arise in case of false statements.
3. The Lessor is obliged to deliver to the Customer the Vehicle agreed in the contract, in an optimum state of repair. The Driver has to return the Vehicle in the same condition at the end of the rental period. The Driver through the contract signing and the specific approval of the general conditions, on its taking over the Vehicle by the Lessor, declares to have verified the Vehicle is in a good overall condition and suitable for the stipulated use.
4. The Driver is obliged not to transfer the Vehicle to a third party for any reason whatsoever. Whoever signs the contract in the name of or on behalf of a third party is jointly liable with them for the execution of the obligations of this rental agreement. In any case, the Customer is accountable for his actions and omissions of whoever guides the Vehicle.
5. With this agreement is transferred to the Driver only the detention of the Vehicle, while the possession of the Vehicle remains with the Lessor. The Lessor reserves the right to terminate the contract in case of infringements of the Articles of this contract at his sole discretion and to demand the immediately restitution of the concerned Vehicle, in such case by returning only the difference of the renting price relating the period of non-use of the Vehicle.

ARTICLE 2) CUSTOMER DUTIES

The driver is obliged to:

1. To pay the Lessor the agreed amount, the deductible stipulated in the contract and any possible adding cost that can result from any additional km/days at the redelivery of the Vehicle.
2. To use and safeguard the rented Vehicle with the greatest caution and care, applying all the Italian laws properly.
3. To use the Vehicle with the most care and prudence, to avoid high speed and over-effort and to avoid any kind of races or speed competitions and the Customer is also not allowed to insert the Vehicle into circuit races. To not use the Vehicle for unlawful purposes or in prohibited areas and to not break the Highway Code or any current law, regulation or code.
4. To use the Vehicle exclusively in those countries referred to in the rental contract or indicated in the green card.
5. To proceed with the payment of any traffic fine, tolls or parking contested directly or subsequently during the rental period.
6. To release the Lessor from any claims and/or request made by third parties for any damages they have suffered related to this rental and/or to any assets personally owned.
7. To refund the Lessor, upon presentation of invoice, for any expenses, including legal fees, which are incurred by the Lessor for the fulfillment of financial obligation due to any reason.
8. To return the Vehicle in a good state of repair at the end of the rental period in the same conditions specified in the rental contract. Any eventual damage suffered by the Vehicle will be reported in the Handing over certificate and the cost of Vehicle recovery will be charged to the Customer.
9. To admit not being the holder of the Vehicle with no effective right to the Vehicle and to the supplied accessorize and, therefore, to not dispose of those attachments in any manner.
10. To drive and hold the Vehicle for personal use and to not transfer it, free of charge or upon payment to a third party for any reason whatsoever.
11. To not use the Vehicle under the influence of drugs, narcotics, alcohol or other intoxicant or substances which may limit the ability to understand and react.
12. To verify the Vehicle's fuel level at the moment of delivery and to return it with the same quantitative of fuel or to pay the equivalent amount of money specified in the rental contract.
13. To refuel the Vehicle with the correct fuel type.
14. To inform the Lessor immediately in case of drillings, breakdowns, accidents, theft or attempted theft, fire and to follow the instructions given.
15. To drive the Vehicle with the approved helmet (for motorcycle only) and with appropriate clothing and to transport passengers only with approved helmet (for motorcycle only) and with the appropriate clothing.
16. For motorcycles only: to ensure that greasing, lubrication and brakes fluid are in the required state to ensure the operation and safety of the Vehicle during the rental period.

ARTICLE 3) LESSOR LIMITATION OF RESPONSIBILITY

The Lessor shall not be liable to the Customer, or the Vehicle Driver and/or its passengers, for the damages of whatsoever nature, included the economic injuries, that they have to endure for lack of operation of the Vehicle or road accidents. The Lessor also cannot be held responsible for any damage incurred as a result of theft, riots, war, force majeure and fortuitous events.

The objects eventually forgotten by the Customer on the rented Vehicle will be considered abandoned and the Lessor is not required to safe keep and preserve them.

ARTICLE 4) BOOKING, WITHDRAWAL AND CANCELLATION POLICY

The booking of Vehicles can be made through e-mail or by phone. Upon booking the Vehicle, the customer must indicate the Vehicle and the chosen booking period and must provide a copy of driver's license and of an identity document and a numerical fiscal code (for the Italian Customers), and must pay an account of 30% of the total amount of rental for the Vehicle, paid as a confirmation deposit.

The booking could be modified, subject to availability, within 15 days from the beginning of the rent period agreed.

The full payment (nonrefundable) is made 5 days from the beginning of the rent period agreed. The payment is done through Credit Card or, with the Lessor's consent, with cash, Debit Card or Cashier's Check.

ARTICLE 5) DEPOSIT GUARANTEE

At the time of rental will be required to the holder of the rental agreement a Credit Card in the customer's name as a warranty. The caution will not be collected, but may be subsequently used to cover additional charges in case of loss of Vehicle registration documents or keys or for managing fines or penalties committed by the driver. Furthermore, the caution may also be used to cover damage to third parties which involves the payment of the insurance deductible, namely the Vehicle damages encountered at the end of the rental contract.

ARTICLE 6) DELIVERY AND RETURN

The Vehicle is delivered at the rental stations or in other places agreed with the Lessor, where they must also be returned in the date and time agreed upon. The Vehicles must be delivered in good overall conditions. The Customer must check the conditions of the rented Vehicle and must point out on the body or mechanical state. The Vehicle must be returned equipped with all the accessories, keys and documents found at the time of delivery. Otherwise, the customer agrees to pay a penalty (see paragraph 12). In case of anticipate drop off of the rented Vehicle, by driver's chose, or anyway not for the Lessor's necessity, fault or demand or not for Vehicle technical failures imputable to the Customer, will not be possible for himself to obtain a refund, namely the fee corresponding to the remaining period of non-use of the Vehicle. The Customer agrees to communicate to the Lessor, upon return of the Vehicle, any grave contravention subsequent to violations of the Street Code and to deliver to the Lessor the copy of the report to determine the infringements.

ARTICLE 7) INSURANCE COVER

All Vehicles are cover by liability insurance (RCA) and by Kasko insurance with a relative deductible. The validity of the insurance coverage provided by the Lessor is subject to compliance by the Customer to all the requirements laid down and excludes all the accessorize and the items transported. The Customer is not guaranteed by insurance coverage: 1) When the use of the Vehicle is for illegal purposes, or for racing or speed contests of all kinds; 2) When the Vehicle is used for towing or for goods transportation (only if it is not authorized by the Lessor); 3) When the hired Vehicle is driven by a person under the influence of alcohol or drugs; 4) For the damage to the rental Vehicle when these are caused in accidents not reported in the prescribed time; 5) For the damages caused intentionally or by noncompliance failure to implement the Street Code, or provoked by Customer's negligence; 6) For damages for transport by tow truck and/or repatriation of the same; 7) For damages for civil liability and property damages to third parties and thinks beyond the limits of the policy. In all cases of theft or attempted theft and fire, the Customer is obliged to make a complaint to the competent authorities (Police or Carabinieri) by delivering to the Lessor the original copy of the report, no later than 24 hours after. The Customer is responsible in case of fire or theft. This responsibility is conventionally limited, except in cases of willful misconduct or gross negligence of the Customer, to a maximum amount that varies according to the Vehicle and is referred to as "deductible" in the rental contract. The damage is entirely responsibility of the Customer in the event of willful misconduct or gross negligence of the Customer, when the Customer does not return the keys to the Lessor, in cases where insurance does not fully compensate the damage. The Lessor may, at its sole discretion, not to grant a replacement Vehicle in case of theft, fire or serious accident to the rental Vehicle, regardless of the reasons that led to the event. The rental amount is due until the date of delivery of the copy of the complaint, in addition to the amount of the deductible.

ARTICLE 8) ACCIDENTS

If an accident should occur, the Customer agrees to: A) To inform immediately the Lessor by phone, by sending in the next 12 hours the CID entirely filled with all the detailed information, or, if not the detailed report of the facts; B) To inform the nearest police authorities; C) To take note of the names and addresses of the parties and of any witnesses including the identities of the Insurance companies of Vehicles involved (company, policy number, agency); D) To provide the Lessor any other useful information; E) To follow the instructions that will provide the Lessor with regard to custody and/or repair of the Vehicle. The Customer agrees to refund the Lessor the penalty related to the handling costs, indicated on the 12th paragraph.

ARTICLE 9) VEHICLE DAMAGES

In case of technical failure to the rented Vehicle not attributable to the Customer, and that precludes the possibility of using the Vehicle, the Lessor shall replace the Vehicle with a similar one. In the event of impossibility he will reimburse the Driver of any unexpired part of the rental period already paid (Additional damages are conventionally excluded). The abandonment of the Vehicle without permission entails the Customer's obligation to pay all direct and indirect expenses necessary for the recovery of the Vehicle and the penalty indicated on the 12th paragraph.

Any damage and failure caused by the Vehicle, provoked by negligence or in the event of willful misconduct or gross negligence (from drops, accidents and dings), the market price of the Vehicle will be entirely payable by the Customer. In case of damage that exceeds the cost of the Vehicle, the market price of the Vehicle will be entirely payable by the Customer.

ARTICLE 10) TIRE PUNCTURE

In case of tire puncture the Driver must immediately communicate to the Lessor what has happened and to follow the instructions supplied.

ARTICLE 11) SEIZED VEHICLE

In case of seizure/confiscation of the Vehicle by the judicial authorities for reasons attributable to the supplier, the Lessor will charge the Customer the same daily cost of rental calculated on this contract, until the release from seizure of the Vehicle.

ARTICLE 12) PENALTIES

- Vehicle abandon: until the entire price of the deductible
- Loss and/or damage and/or theft of documents: € 250
- Loss and/or damage and/or theft of keys: € 500
- Loss and/or damage and/or theft of number plate: € 700
- Costs relating to the accident management: € 150
- Loss of keychain: € 30
- Fines and penalties management: € 40
- Refund for damaging or losing the accessories property of the Lessor: the costs shall be estimated



ARTICLE 13) CONTROVERSIES

The rental conditions of this Agreement are governed by Italian laws. For any controversy deriving from the terms regulated by "Rental Agreement", it is the sole jurisdiction the registered office or the residence of the Lessor.

ARTICLE 14) TRANSLATION

In the contrast between the Italian version and the English one will prevail the Italian, whose English is a mere translation.

ARTICLE 15) PRIVACY

In accordance with the article 13 of the Italian Law Legislative Decree n. 196/2003 setting forth the Consolidated Code on the protection of persons and other parties with regard to the processing of personal data (hereinafter the Code), the information and data supplied by you or otherwise acquired in filling out the above form will be processed in compliance with the above provisions and the obligations of confidentiality that govern our activity.

The treatment of the lessor's interest has the following purposes:

1) Implementation of the service

a) constitution and execution of the obligations arising from the rental contract and/or for additional services provision and/or those related to the contract requested by you.

b) Establishment of measures relating to the safeguarding towards the credit risk, including finalized activities aimed to identify the Customer, to check the veracity of the data provided, his economic reliability/ financial solvency, even in progress to report. However any refusal to provide data does not allow an establishment of the contractual relationship.

c) Establishment of measures relating to the safeguarding the company's assets or the company's personnel against any acts relating to the customers, that are or unlawful or fraudulent, or in any case, in breach of contract or of general principles of law or of principles/code of conduct and behavior in the commercial relations, included the activities and the treatments such as those finalized in order to identify the person responsible for these acts and to retain such information for subsequent determinations, on the part of the company.

In such cases, the conferred information may be communicated to the, or may be to learn of it the following entities or categories of parties:

-Police, armed forces, and other public administrations, for the fulfillment of obligations imposed by the law, by regulations or by European Union Community Legislation. In this context of

communications, are also included the law communications envisaged by the competent authorities in accordance with the article 126 C.D.S., in case it needs to be notified or to be reported to a third party the sanctions applied in case of the violation of the street code in the rental period.

-Companies or other legal entities in which the Lessor participates as a member.

-Lessor's consultants and/or partners.

-Insurance companies responsible for the settlement of claims.

-Societies or insurance companies exercising safeguarding towards the credit risk.

-Other societies that carry on the activity of Vehicle rental, if useful for the execution of the service or of the related activities.

2) Improvement of the service

d) Initiatives predisposition aimed to improve the services provided to our customers, such as economic and statistical analyses, Interactive marketing communications, commercial information, dispatch of advertising/information material, measure the degree of satisfaction of the customers.

With regard to area of communication of your personal data with the purpose of service improvement, the conferred information may be communicated or may be to learn of specialized companies in the management of the commercial information or concerning the credit or the advertising promotion.

The Holder's details for the processing of the data provided are as follows:

Driving the Dream S.R.L., registered legal office Viale Europa 61, 53100 Siena

You can contact anytime the company's owner and the treatment's controllers, without formalities or without using the model drafted by the authorities.

As guarantor of the processing of personal data to enforce its rights to the terms and conditions guaranteed in Article 7 of the Code (Anti-trust Authority for the protection of personal data)

Signature for acceptance

ARTICLE 16) SPECIFIC APPROVAL

It is specifically approved pursuant to Article 1341, 1342 of the Civil Code the following clauses:

Art. 2) Driver's duties; Art. 3) Lessor limitation of responsibility; Art. 8) Accidents; Art. 9) Vehicle damages; Art. 11) Seized Vehicle; Art. 12) Penalties; Article 13) Controversies

Signature for acceptance
