

TERMS AND CONDITIONS OF USE OF THE SERVICES

Dear user,

Before using the services provided by Wego srl and the volvero platform, please read these terms of use of the service carefully as they contain important information regarding your rights, remedies and obligations arising from the use of the technological platform called "volvero".

The conditions of use of the platform include various limitations and exclusions, as well as obligations related to applicable laws and regulations.

1. DEFINITIONS

Accessories: All equipment that gives access to full use of the vehicle, as well as services provided by volvero, where appropriate. The following are considered accessories: the car keys and associated key fob, card reader, on-board computer, radio, antenna, MP3 cable, GPS, child seat, chains, carrier, vehicle insurance certificate, copy of vehicle license, accident report documents, vehicle manual, car mats, spare tire or repair kit, toolbox, trunk tray, safety vest, warning triangle, fuel card, parking access card, and electric vehicle charging cable.

Advert/Listing: means a Vehicle indicated as available for sharing by an Owner through the Site, Application, and Services.

Application: The mobile technology application (iOS and Android compatible) called volvero is owned and operated by Wego.

Access details: Username and password of each User's account;

General Terms and Conditions of Sharing: The general terms and conditions of vehicle sharing applicable to any sharing done by means of volvero, which form an integral and substantive part of these Terms ([available at this link](#)).

Terms: these Terms and Conditions of use.

Content: means text, graphics, images, music, software (excluding the Application), audio, video, information, or other material.

Driver: Platform user who decides to make a reservation and use a shared vehicle on the volvero platform.

Taxes/Taxes: indicate any sales tax, value-added tax (VAT), and any other taxes by law applicable to payments made by means of the platform.

Owner: means the natural or legal person who owns one or more vehicles made available for sharing by creating an Ad through the Site, Application, and Services.

Platform: refers collectively to the App, the Site, and the Services.

P&S Policy: Peace and Safety insurance policy is available at this [link](#).

Reservation Procedure: has the meaning given in Article 6 of these Conditions.

Data Sheet: indicates a summary sheet of the technical characteristics and condition of a vehicle made available for sharing by an Owner.

Services: The services of brokerage, payment, and insurance, and aimed at sharing a vehicle between Owner and Driver as further described in Article 3 of the Conditions.

Website: www.volvero.com

User: means the natural or legal person, as Owner or Driver, registered on the volvero Platform.

Vehicle: means any equipment, device, or machine such as cars, mopeds, motorcycles, bicycles, and others that is used as a means of transportation, registered on the volvero platform.

Company or Wego: Wego S.r.l. with registered office located at 55 Giuriato Street, 36100 Vicenza, Italy.

2. TERMS AND CONDITIONS OF USE

- 2.1. Use of the Site and Application is governed by these Terms.
- 2.2. The use of the Services offered on the Site and the Application is subject to full acceptance, without any modification or reservation, of these Terms. Acceptance must be expressed by the User and is perfected by means of the "I have read and accept" button that will appear at the stage of completion of the registration procedure or at the stage of completion of the procedure for the purchase of services.
- 2.3. The User is hereby made aware that in the event that you do not agree to these Terms, it will not be possible for you to use the Site, the Application, and the Services.
- 2.4. The User acknowledges and accepts, as of now, that Wego acts as a mere technological intermediary between Users and is, therefore, to be considered as a third and extraneous party with respect to the vehicle-sharing relationship established between Users through the Application.
- 2.5. Notwithstanding the provisions of Section 2.4 above, in order for the User to benefit from uniform sharing conditions, the User is hereby made aware that any User-Owner is obliged to accept the "General Conditions of Sharing," which form an integral and substantive part of these Conditions.
- 2.6. Based on the discussion in Section 2.4 above, the User acknowledges that these terms are directed to govern solely the relationship between the Driver and Wego and between Wego and the Owner.

3. SERVICES

- 3.1. Wego, by means of the Site and the Application, aims to provide the User with a technological and multimedia platform directed exclusively to facilitate the contact between User and Owner, as well as to make the procedure of sharing vehicles faster and more efficient and, therefore, more in accordance with the needs of simplicity and celerity of Users.
- 3.2. Wego, in pursuit of the purposes set forth in Section 3.1 above, has created and operates an intuitive online platform, usable through the Site or Application, which allows for simplified booking and payment procedures, offering additional insurance coverage, as well as an online marketplace where User-Owners can advertise the sharing of their vehicles.

4. CONDITIONS FOR ACCESS TO AND USE OF THE SITE.

- 4.1. The Site may be used by the User only for personal purposes and for purposes permitted by Law and never for commercial purposes.
- 4.2. The Services are available only to properly registered Users who are **21** years of age or older.
- 4.3. The User who intends to use the Services must have completed the registration procedure (see section 5). During the registration procedure, personal data and information will be requested, the processing of which is illustrated in the Privacy Policy ("Privacy Policy": [link](#)).
- 4.4. Before embarking on the registration procedure, therefore, the Company invites the User to take an analytical look at the information on the processing of personal data ("Privacy Policy": [link](#)) found in the appropriate section of the Site.
- 4.5. Once the registration procedure has been completed, the User undertakes not to provide or transfer in any way, even on a purely temporary basis, to third parties their Access details, which must be kept by the User with due care and diligence. The User, therefore, agrees to keep secret and confidential their Access details, which are the only identification tools of the User in order to use the Services.
- 4.6. Without prejudice to the provisions of paragraph 4.5. above, the User acknowledges and accepts that all acts performed within the Site and the Platform by means of personal Access details will in any case be attributable and attributable to the User and will have the same binding effect.
- 4.7. The User is expressly prohibited from:
 - (i) Disclosing their Access details to third parties;
 - (ii) Providing false or otherwise untrue personal data or information, even partially, with particular regard to the registration process;
 - (iii) Attempting to decode, reconstruct, decipher, disassemble, copy, or reproduce the content of the software/hardware used for the Site;
 - (iv) Transmitting, sending, posting, or sharing files, data, code, and programs containing viruses,

spyware, malware, adware, Trojan horses, worms, and similar;

- (v) Attempting to breach the Site's security system and related authentication system. Any attempt or act intended to breach the security and/or authentication system will result in civil and/or criminal liability for the User;
- (vi) Attempting or engaging in any act directed at examining, testing, or proving the vulnerability of the Site or network systems connected to it;
- (vii) Reverse lookup, trace, or attempt to trace the origin of any information relating to any User or visitor to the Site, as well as exploit the Site and related Services and information made available or offered through the Site for the purpose of disclosing any information relating to any third party, including without limitation personally identifiable information;
- (viii) Inserting links or other means of connection external to the Site;
- (ix) Employing insulting, obscene, defamatory, disparaging, racist, derogatory, threatening, vulgar or otherwise offensive expressions while using the services offered by the Site or otherwise and in general while using and/or browsing the Site;
- (x) Posting within the Site their own or third parties personal information and data;
- (xi) Entering and using personal data and information that violates the privacy of others;
- (xii) Including multimedia or content that is defamatory, disparaging, vulgar, sexually explicit, pornographic, related to minors, or any other material that under the Law or regulations is considered illegal and/or unlawful;

4.8. The Company urges the User, however, to exercise the utmost fairness and good faith in the use of the Service and the Site and in the relationships that may be created therein with other Users.

4.9. The Company invites the User to give immediate notice if the User has even a suspicion that its Access details have entered the availability of third persons or if its data and/or personal information are no longer private or confidential. To this end, the User agrees to give immediate notice by email: info@volvero.com.

4.10. The User hereby agrees to indemnify and hold harmless the Company from and against liability or any detrimental consequences, including attorney's fees incurred by the Company, arising out of the violation of the above Terms of Use of the Service.

4.11. The User acknowledges and consciously declares that conduct contrary to the above Conditions gives the Company the unquestionable right to suspend access to the User's site or, in the most serious cases, to deactivate the User's Access details by also taking all actions that may be necessary to inhibit the repetition of conduct contrary to these Conditions, without this constituting a breach of contract on the part of the Company.

4.12. The User may not transfer the contract and/or your obligations or rights to third parties.

4.13. The Company reserves the right to hire subcontractors to fulfill its rights and obligations under the

contract and these Conditions.

- 4.14. In all cases, the User agrees to cooperate in good faith and fairness with Wego srl, providing any information and making reasonable efforts in support of Wego srl in connection with any claims, demands, expenses, or investigations undertaken by Wego srl or its representatives, insurers, law enforcement agencies with respect to claims, use and abuse of the Platform or other types of investigations.

5. REGISTRATION PROCEDURE.

- 5.1. The User who intends to use the Services through the Application and/or the Site is obliged to complete the registration procedure by complying with all the steps indicated therein. At the end of the registration procedure, the User will be provided with a "username" and a "password" that constitute the Access details to the personal profile created by the User.
- 5.2. The User is guaranteed the possibility, at any time, to proceed to change the Access details through the appropriate procedure.
- 5.3. By means of the Access details, which the User undertakes to keep secret and not to assign or disclose in any way to third parties in accordance with the provisions of paragraph 4 above, the User will be able to access his or her Personal Area and, by following the reservation procedure analytically described in paragraph 6 below, will be able to proceed to the use of a vehicle shared by an Owner.
- 5.4. Registration to the Platform is permitted only to individuals who are eighteen years of age or older and who hold a valid driver's license. Therefore, access to the Platform, completion of the registration process, and the ability to take advantage of the Services offered by Wego is exclusively reserved for individuals of legal age and is, on the other hand, strictly prohibited for underage and newly licensed individuals.
- 5.5. In order to access, use, and/or register for the Platform, the User, under his/her sole responsibility, represents and warrants that he/she is of legal age, possesses a regular driver's license and is not a novice driver.
- 5.6. The User is hereby made aware and expressly agrees that Wego may install a system to verify some of the data entered by the User during the registration process. In particular, Wego may verify the veracity of the telephone number, e-mail address, ID card, and driver's license provided by the User.
- 5.7. If Wego determines that the User has provided or communicated false information, it may immediately, without notice, and at any time suspend or disable the User's personal profile. In the event that the User provides inaccurate information but has already proceeded to share the vehicle or is still sharing the vehicle, the same may lose the benefit of the insurance coverage provided by the 'Owner and also from the insurance coverage provided by Europ Assistance. The User, at all times, agrees to provide all evidence requested by Wego and necessary to verify the veracity of the information provided by the User.

- 5.8. The User agrees, as of now, to update their personal information in their Personal Area whenever necessary.
- 5.9. The User expressly acknowledges and agrees that Wego has the discretion to accept and/or reject, in its sole discretion and judgment, and membership in the Site and to suspend and/or cancel any User's Personal Area.
- 5.10. In any case, Wego cannot guarantee the truthfulness, reliability, and validity of the information provided by the User, who assumes all and exclusive responsibility for it.
- 5.11. To register for the Site and access the Platform, the User is required to cumulatively fulfill all, none excluded and/or excepted conditions:
 - (i) be enrolled through the Site or through the mobile application under one's true identity and have provided one's real and current residential address;
 - (ii) Have attained the age of 18 years;
 - (iii) (Having provided his or her personal telephone number at which he or she can be reached;
 - (iv) Having created a single personal profile and refrained from creating multiple profiles;
 - (v) To be in possession of a valid means of payment;
 - (vi) To be the holder of a valid driving license in Italy, which is not suspended, withdrawn, or revoked at the time of joining the Service and for the duration of the Service. Any suspension or withdrawal of the License shall result in the automatic suspension of the interested party from access to the Service, without prejudice to Wego's right to terminate this Agreement. For this purpose, valid licenses issued by the States of the European Union are considered equivalent to Italian licenses, as well as international licenses if regularly obtained and valid under international conventions and treaties;
 - (vii) To agree that Wego, as the agent of the Owner with whom the Driver has signed the relevant sharing agreement, may charge the means of payment used for the reservation the sharing fee, the security deposit (if required) any fines, fines, fines and tolls arising from traffic offenses or violations of the Highway Code committed during the period of sharing the vehicle even if subsequently notified, as well as all expenses, charges and costs as indicated and described in the General Conditions of Sharing that the User, at the time of booking, declares to have expressly read and accepted (the General Conditions of Sharing can be consulted at any time here: [Direct link](#)); To guarantee the proper fulfillment of all obligations arising from these Terms, and the General Rental Terms;
 - (viii) To be liable for fines related to traffic infractions or violations committed during the trip during the period the vehicle was leased to it, even if subsequently served;
 - (ix) That they have not received any driving license suspension or revocation orders during the past three years;

- (x) That they have not been refused automobile insurance for the past three years;
- (xi) To have accepted these Conditions.
- (xii) That he or she is not suffering from a medical condition incapacitating the driving of shared vehicles, or that he or she is not taking drugs or other substances (broadly construed) that prevent the normal safe driving of the vehicle.

5.12. It is understood and agreed that the lack and/or defect of even one of the conditions set forth in Section 5.11 above constitutes a breach of significant importance to Wego, which shall have the right to terminate this contract and take action for damages.

6. PROCEDURE FOR VEHICLE RESERVATION AND PAYMENT.

- 6.1. Once the driver has completed the registration process and created his or her personal profile in accordance with Article 5. above, he or she may proceed to reserve the vehicle he or she intends to use by completing the reservation form on the Platform.
- 6.2. Through the Platform, in fact, the driver will be able to reserve the vehicles available for sharing and made available by the Owner by selecting:
 - (i) the model and category of vehicle you intend to reserve;
 - (ii) place, date, and time when he intends to take delivery of the vehicle;
 - (iii) place, date and time of vehicle return.
- 6.3. Once the vehicle has been chosen and the reservation form has been completed, a reservation request is automatically generated through Wego to the Owner who provided the vehicle chosen by the User. Wego, in any case, reserves the right to confirm to the User the availability of the vehicle for sharing within 48 hours after the request has been made. Prior to the confirmation by the Owner regarding the availability of the vehicle chosen by the User, no sharing fee or other expense and/or cost will be charged to the User. Confirmation of the reservation will be given to the User by notification on the Personal Area of the Platform and/or by e-mail and/or text message.
- 6.4. Once Wego has confirmed the vehicle reservation, the User's Personal Area (as created following the completion of the registration process) will be uploaded:
 - (i) a sharing voucher containing the booking identification number, the type, and category of vehicle chosen, personal data of the User, place, date, and timely delivery and return of the vehicle, and the additional services are chosen;
 - (ii) telematic copy of the General Conditions of Sharing) and Wego insurance policy ([direct link](#)) copy of the insurance policy provided by the 'owner who has made available to the User the vehicle chosen by the User and selected during the booking process;
 - (iii) the summary screen of the price for vehicle sharing (sharing fee) and the price for the Service rendered by Wego through the Platform.
- 6.5. The User, before proceeding to the completion of the booking procedure, must carefully read and

expressly accept the General Terms and Conditions of Sharing uploaded to their personal area, as well as carefully read the transmitted insurance policy.

- 6.6. Once the documents referred to in Section 6.4 above have been read, verified, and accepted, in order to proceed with the completion of the reservation process, the User must proceed to pay the price indicated in the Sharing Voucher. In fact, the reservation will be deemed completed once the payment is made.
- 6.7. The Driver must be and remain, for the entire duration of the Service, in possession of a Driver's License for the category corresponding to the type of vehicle he intends to use.
- 6.8. Accepted payment methods are the most common debit, credit cards, Apple Pay, Google Pay and PayPal, and other systems directly verifiable on the platform.
- 6.9. The user acknowledges and knowingly agrees that Wego will pre-freeze an amount equal to 50 euros for a maximum duration of 180 days from the time of payment. In any event, User acknowledges and knowingly agrees that Wego may withhold any sums due as reimbursement for any damages caused to the vehicle, penalties, tolls, and any other costs that the Owner may incur due to the use of the vehicle during the sharing period.
- 6.10. Any payment made outside the platform does not entitle the user to any of the services offered by Wego, including insurance coverage for the shared vehicle.
- 6.11. Please note that Wego is not a party to the vehicle-sharing contract between Users and cannot be held responsible for the actions or conduct of Users.
- 6.12. The User undertakes to indemnify and hold Wego harmless from all prejudicial consequences, claims, and/or demands for compensation (including from third parties), sanctions imposed by the Public Administration and/or judicial authorities, for facts or acts inherent to the sharing of the vehicle.
- 6.13. In the event of erroneous charging of any amounts charged to the User, volvero will provide the relevant refund by voucher which will be automatically credited to the User's App profile, unless otherwise expressly requested by the User.
- 6.14. The Driver undertakes and agrees to indemnify and hold harmless the Owner from any administrative and/or criminal sanctions imposed on the Owner, damages caused to the vehicle, unpaid tolls, fuel, and any other sum charged to the Owner for any other act or deed done directly and/or indirectly by the Driver and/or third parties during the entire duration of the Sharing. The Driver expressly authorizes volvero to withdraw from the means of payment used by the Driver, the sums necessary for the payment of the aforementioned penalties, up to a maximum of EUR 2,000.00 (two thousand euros only), subject to a simple written declaration to be sent to the email address used during registration.

- 6.15. If the payment method registered by the Customer rejects a charge, including in the cases referred to in paragraph 6.13. above, Wego will notify the Driver of the non-payment. In such a case, Wego may suspend Driver's account from the Services with immediate effect until the debt is paid in full, it being understood that, upon Driver's express written request, the balance may be paid by all permitted payment methods, excluding vouchers and/or coupons. After 30 (thirty) days have elapsed from the day on which any debt owed to the Owner and/or Wego has accrued, without the Driver having paid in full the amounts due, Wego shall proceed by any means at its disposal to recover the debt, as well as any further sum by way of compensation for any damages suffered.

7. VEHICLE DELIVERY.

- 7.1. Once the reservation process has been completed, the Driver must go to the place, date, and time indicated in the Sharing Voucher for the Owner's delivery of the vehicle.
- 7.2. Upon delivery of the vehicle, the User agrees to check the vehicle for scratches or other damages present in the vehicle other than those already reported and indicated in the Technical Data Sheet of the vehicle provided by the Owner and consulted by the User at the time of booking.
- 7.3. The User agrees, in the event that damage, dents, scratches, and the like not noted in the sharing agreement is found, to give immediate notice to the Owner's office prior to the commencement of the trip in accordance with the General Conditions of Sharing.

8. USER'S RESPONSIBILITY DURING SHARING.

- 8.1. The User, once the vehicle has been delivered will be solely responsible for the care and custody of the vehicle's starting keys. By way of example, but not limited to, the User agrees to drive safely, comply with all traffic regulations, lock and guard the starting keys, and employ safety devices while on the road.
- 8.2. The User, as the sole responsible and contracting party to the sharing relationship concluded with the Owner, unless otherwise provided for in said contract (see section "Authorized Driver" present in the General Conditions of Sharing, agrees to personally drive and conduct the vehicle and, therefore, it is expressly forbidden to grant use to third parties and outsiders than the User.
- 8.3. The User acknowledges that it is expressly prohibited to rent, in turn, the medium to third parties or to assign the rights and obligations assumed by the conclusion of the sharing contract to third parties.
- 8.4. The User shall employ only the fuel suitable for the vehicle granted for sharing to refuel the vehicle.
- 8.5. The User, in each case, expressly agrees to the General Conditions of Sharing that can be consulted at the link: [direct link](#) and to comply with them throughout the period of sharing.

9. CANCELLATIONS AND MODIFICATIONS

9.1. Owner

The Owner has an obligation to ensure the fulfillment of all reservations. Wego recognizes the possibility that the Owner may need to cancel a reservation and encourages the Owner to inform the driver via volvero chat as soon as possible. In such a case, the Owner may proceed to cancel the reservation via volvero's mobile application or by sending a written notice to info@volvero.com. The following provisions regulate the possible circumstances of cancellation by the Owner and the related fees or revenue charged to the Owner.

- i. If the Owner does not show up at the agreed place and time for the Driver to pick up the Vehicle or cancels the reservation less than 6 hours before the sharing period, a fee of 150 euros will be charged to the Owner. In this case, the Owner will not receive any economic revenue for sharing the Vehicle.
- ii. If the Owner cancels a confirmed reservation less than 24 hours before the start of the sharing period, a fee of 50 euros will be charged to the Owner. The Owner will not receive any economic revenue for sharing the vehicle.
- iii. If the Owner cancels a confirmed reservation more than 24 hours before the start of the sharing period, a fee of 25 euros will be charged to the Owner. The latter will not receive any economic revenue for sharing the vehicle.
- iv. In the event that the cancellation is made by volvero, the Owner will not be charged. However, the Owner will not receive any economic revenue for sharing the vehicle.
- v. In the event that during the Driver's check-in, it is determined that the Vehicle is not roadworthy, the Owner will not be subject to any charge. However, the Owner will not receive any economic revenue for sharing the Vehicle.
- vi. In the event that the Driver does not show up at the agreed place and time to pick up the Vehicle, the Owner will not be charged any fee and will be entitled to credit for the first day's rental - equal to the daily Vehicle sharing price deducted from the service charges.
- vii. In the event that the Driver does not have a valid driver's license, the Owner will not be charged any fee and will be entitled to credit for the first day's rental - equal to the daily Vehicle sharing price deducted from the service charges.

9.2. Driver

In the event that the Driver wishes to cancel a reservation, he/she must do so promptly so that the Owner has time to accept a new reservation. The Driver may proceed to cancel the reservation via the volvero mobile application or by sending a written notice to info@volvero.com. The following clauses govern the possible circumstances of cancellation by the Driver and the related provisions regarding refunds or fees payable by the Driver.

- i. In the event that the cancellation is made by volvero or the Owner, the Driver will receive a refund

of the full amount paid at the time of booking at no cost.

- ii. In the event that a cancellation is made by the Driver before the Owner accepts the reservation, the Driver will receive a refund of the full amount paid at the time of the reservation at no cost.
- iii. In the event that the Driver believes that the Vehicle is not roadworthy after it has been inspected at the beginning of the sharing period, the Driver will receive a refund of the full amount paid at the time of booking at no cost.
- iv. In the event that the Owner is unable or fails to take action to resolve a problem with the Vehicle that is not the fault of the Driver, and the problem is promptly reported to customer service, the Driver will receive a refund of the full amount paid at the time of booking at no charge.
- v. In the event of *force majeure* preventing the Driver from being present at the beginning of the sharing period, such as:
 - a serious illness that makes him/her unfit to drive, confirmed by appropriate medical documentation sent promptly to Wego;
 - Natural disasters (such as fires or floods);
 - measures and restrictions by the relevant authorities;
 - Wars, riots, uprisings or acts of terrorism;
 - and other cases equated with force majeure,

The Driver will receive a partial refund of the amount paid at the time of booking, less the cost of the service and the cost of the first day of sharing. Users release Wego from any liability for such cancellations and refunds. Wego reserves the right to request the necessary documentation to support the cancellation request in order to proceed with the refund.

- vi. If the Driver does not have a valid driver's license, the Driver will receive a partial refund of the amount paid at the time of booking deducted from the cost of the service and the cost of the first day of sharing.
- vii. If the Owner does not show up at the agreed place and time to pick up the Vehicle, the Driver will receive a partial refund of the amount paid at the time of booking deducted from the cost of the service and the cost of the first day of sharing.
- viii. If the individual who shows up to pick up the vehicle is not the User who made the reservation through the volvero mobile application, the Driver receives a partial refund of the amount paid at the time of the reservation deducted from the cost of the service and the cost of the first day of sharing.
- ix. If the Driver does not show up at the agreed place and time to pick up the vehicle, he/she will be charged the full amount for sharing.

In all other cases, the usual charging and crediting arrangements, as provided by the service, will be applied. In the event that the cancellation procedure is not carried out in accordance with the above manner and

terms, the parties concerned-namely Owner and Driver-will be subject to the ordinary rules of the service, with no refund from volvero.

10. RESPONSIBILITIES AND ROLE OF WEGO

- 10.1. As mentioned in article 2.4 above, the User acknowledges, as of now, that Wego acts as a mere technological intermediary between users and is, therefore, a third and unrelated party to the sharing agreement directed to regulate the relationship between users.
- 10.2. Wego, therefore, has no control over and cannot be held accountable in any way for the conduct of Users. In particular, The User is made aware of the fact that Wego is not the owner, lessor and/or holder in any capacity whatsoever of the vehicles granted in sharing and does not receive any compensation and/or reimbursement related to the, being the consideration due to Wego by the User due exclusively by reason of the technological intermediation activity, aimed at facilitating access to the Platform and the Services offered therein, through the Site and the Application.
- 10.3. The User, therefore, acknowledges that Wego, as a mere technological intermediary, does not assume any type of liability, contractual or extra-contractual, in order:
- (i) To information provided by users who make their vehicles available;
 - (ii) To the validity, effectiveness, or possible vexatiousness of the insurance policy provided by the Owner;
 - (iii) To the cancellations made yes as established in accordance with paragraph 9; d) the veracity of the personal data provided by the 'User;
 - (iv) By the manner and conduct of the User held during the sharing period;
 - (v) (Any non-payment by the User.
- 10.4. Based on the foregoing, the User acknowledges and agrees that the Company guarantees only the continuous availability and usability of the telematics platform. The User shall have a reasonable opportunity to access the Site and the related Platform at any time of the day. The Site and Platform are provided in accordance with these Terms except for permitted interruptions and/or suspensions such as but not limited to planned maintenance of the Site, Application, and/or Platform or service system.
- 10.5. The User acknowledges and knowingly acknowledges and agrees that Wego shall in no way be held liable for malfunctions, suspensions, or interruptions of the Services provided through the Site or the mobile application where events beyond the reasonable control of the Company occur, such as, but not limited to:
- (i) Power line interruptions, telephone line failures, or telecommunication system failures;
 - (ii) Site closures ordered by judicial authorities;
 - (iii) Systems error due to the use of third-party products;

(iv) Illegal activity dependent on third parties.

10.6. In any event, the User acknowledges and recognizes that Wego is not responsible for errors that occur as a result of the User's incorrect use of its Access details, the portal, the platform, or the Site, or for any condition that constitutes the User's responsibility.

10.7. The User declares that he/she is aware of the risks associated with the storage and transmission of any kind of information or data through a public telecommunications network such as, for example, risks related to data theft, cloning, loss, malware, phishing, and others. By reason of this, the User declares to indemnify and hold harmless the Company from any liability with regard to the aforementioned risks.

11. AMENDMENTS AND UPDATING OF TERMS AND CONDITIONS.

11.1. Wego reserves the right to change the site, policies, and these Terms at any time to offer new products or services, or to comply with legal or regulatory requirements. You will be subject to the policies and terms in effect from time to time at the time that you order products or use the site or take advantage of the services offered unless any changes to such policies and terms are required by applicable law or competent authorities (in which case, they will also apply to orders that were placed previously).

11.2. You have the right to terminate the contract, effective immediately, if changes to the Terms and Conditions or the Contract are found to produce an aggravation in the conditions of use of the Site or the Services offered to you.

12. PERSONAL DATA PROTECTION.

12.1. For all information regarding the processing of the User's personal data by Wego S.r.l., the User is invited to view the processing discipline in the appropriate "*Privacy Policy*" Section accessible here: [\(link\)](#).

13. RIGHTS RELATED TO INTELLECTUAL PROPERTY.

13.1. The text, graphics, images, logos, icons, software, and any other material on the Site (hereinafter the "Material") enjoy legal protection under both Italian and international intellectual and industrial property laws and regulations. Unauthorized use of the Material may therefore constitute a violation of intellectual property laws. The User is not authorized to sell, modify, reproduce, exhibit, publicly use, distribute, or otherwise employ the Material in any other way, for commercial or otherwise public purposes. You also agree not to exploit for commercial purposes the services offered on or access to the Site. Copying or otherwise modifying the HTML code, created by the Company for the realization of the Site pages, is in no way permitted. The code itself is protected by the Company's copyright.

13.2. You must refrain from attempting to gain unauthorized access to any part or feature of the Site, or

other systems or networks connected to the Site, by hacking techniques, password interception, or any other illegal means. Probing, examining, or testing the vulnerability of the Site or any network connected to it, as well as breaching its security or authentication measures, is prohibited. You may not reverse lookup, trace or attempt to trace the origin of any information relating to any user of or visitor to the Site or any customer; you are also prohibited from exploiting the Site or the services and information made available or offered through the Site for the purpose of disclosing any information relating to any third party, including without limitation any personally identifiable information.

14 APPLICABLE LAWS, JURISDICTION, LANGUAGE

- 14.1. These Terms and Conditions of Use of the Service shall be governed by and construed in accordance with Italian Law and the parties agree that competent to decide any dispute related to the interpretation, and performance of this agreement shall be the Italian jurisdiction.
- 14.2. In case of differences or different interpretations between the Parties, the text in the Italian language shall prevail.

15. LEGAL NOTES

- 15.1. The Platform and the website www.volvero.com are published by WEGO S.R.L. via Giuriato 55, 36100 Vicenza, Italy, P.IVA 04157060247 For further information, please contact WEGO S.R.L. at the following e-mail address info@volvero.com

GENERAL CONDITIONS OF SHARING

Dear user,

Before using the services provided by Wego srl and the volvero platform, please read these terms of use of the service carefully as they contain important information regarding your rights, remedies and obligations arising from the use of the technological platform called "volvero".

The platform terms of use include miscellaneous limitations and exclusions, as well as obligations related to applicable law and regulations. These are the general terms and conditions of sharing valid between Driver and Owner and no other external terms and conditions issued by either party outside these terms and conditions are valid.

Whereas

- A. *Forming an integral and substantive part of these Terms and Conditions are the Terms and Conditions which you represent and warrant that you have read and accepted;*
- B. Wego acts as a mere technological intermediary between users registered on the volvero platform and is, therefore, a third and unrelated party to the direct to regular relationship between Driver and Owner.
- C. Wego has no control over, and shall in no way be held accountable for, the conduct of Users. In particular, the User is made aware that Wego is not the owner, lessor and/or holder in any capacity whatsoever of the vehicles shared and does not receive any compensation and/or reimbursement related to the, being the consideration due to Wego by the User due solely by reason of the technological intermediation activity, aimed at facilitating access to the Platform and the Services offered therein, through the Site and the Application;
- D. These Terms and Conditions of Sharing apply to all sharing relationships established by means of the Platform;

1. DEFINITIONS

Accessories: All equipment that gives access to full use of the vehicle, as well as services provided by volvero, where appropriate. The following are considered accessories: the car keys and associated key fob, card reader, on-board computer, radio, antenna, MP3 cable, GPS, child seat, chains, carrier, vehicle insurance certificate, copy of vehicle license, accident report documents, vehicle manual, car mats, spare tire or repair kit, toolbox, trunk tray, safety vest, warning triangle, fuel card, parking access card, and electric vehicle charging cable.

Advert/Listing: means a Vehicle indicated as available for sharing by an Owner through the Site, Application and Services.

Application: The mobile technology application (iOS and Android compatible) called volvero owned and operated by Wego.

Access details: Username and password of each User's account;

General Terms and Conditions of Sharing: These general terms and conditions of sharing.

Terms: Terms and Conditions of use [available at this link](#).

Content: means text, graphics, images, music, software (excluding the Application), audio, video, information, or other material.

Driver: Platform user who decides to make a reservation and use a shared vehicle on the volvero platform.

Taxes/Taxes: indicate any sales tax, value added tax (VAT) and any other taxes by law applicable to payments made by means of the platform.

Owner: means the natural or legal person who owns one or more vehicles made available for sharing by creating an Ad through the Site, Application and Services.

Platform: refers collectively to the App, the Site, and the Services.

P&S Policy: Peace and Safety insurance policy available at this [link](#).

Reservation Procedure: has the meaning given in Article 6 (Procedure for vehicle reservation and payment) of the Conditions.

Data Sheet: indicates a summary sheet of the technical characteristics and condition of a vehicle made available for sharing by an Owner.

Services: The services of brokerage, payment, insurance, and aimed at sharing a vehicle between Owner and Driver as further described in Article 3 of the Conditions.

Website: www.volvero.com

User: means the natural or legal person, as Owner or Driver, registered on the volvero Platform.

Vehicle: means any equipment, device, or machine such as cars, mopeds, motorcycles, bicycles, and others that is used as a means of transportation, registered on the volvero platform.

Wego: Wego S.r.l. with registered office located at 55 Giuriato Street, 36100 Vicenza, Italy.

1. BEFORE SETTING OUT IN THE SHARED VEHICLE.

1.1. Before embarking on the trip with the booked Vehicle, at the time of delivery, the Driver is invited to carry out a thorough check of the condition of the Vehicle covered by the booking. Wego, therefore, invites the Driver not to embark on the trip without first checking the condition of the Vehicle and this is because the sharing contract and the corresponding reimbursement only cover the damage to the Vehicle indicated in the "Data Sheet" provided by the Owner at the time of making the Vehicle available for sharing on the "volvero" platform.

1.2. Before starting to use the Vehicle, the Driver must proceed to check for the presence of damages of the

Vehicle, external or internal, other than those expressly reported and indicated by the Owner in the "Technical Data Sheet" of the Vehicle" and of which the Driver, by booking, expressly declares that he/she has read them.

1.3. In the event that, at the time of delivery, the Driver finds the presence of damages other than those indicated in the "Technical Data Sheet" of the Vehicle the Driver himself is obliged to report them immediately to the attendant and / or appointed by the 'Owner present at the time of delivery or, in the case of the absence of the latter, by contacting volvero's customer service directly at the following number: [+39 353 320 1096](tel:+393533201096).

1.4. In addition to the presence of any damage, external or internal, the Vehicle, the Driver is required to verify that the Vehicle delivered by the Owner is equipped with:

- a) registration card;
- b) spare tire or alternatively tire repair kit
- c) all safety devices;
- d) the tires required by current regulations at the time of takeover or chains;
- e) the warning triangle Vehicle parked;
- f) a reflective vest;
- g) FULL TANK;
- h) jack and emergency equipment;

In addition to this, the Driver should verify that:

- i) the Vehicle license plates are securely attached to the vehicle;
- j) the windshield and rear/side mirrors are free of chips limiting proper visibility;
- k) the indicator lights (four turn signals, side turn signals, brake lights, license plate lights and tail lights) are fully functional;
- l) the windows, if electric, are working;
- m) all interior accessories (by way of example: air conditioning, interior lights, navigation system) are working;
- n) washer fluid is present;
- o) the wipers are fully functional;
- p) tire pressure is correct.

1.5. In the event that the Driver determines that the Vehicle provided by the Owner is not suitable for safe driving on the road, he/she may proceed to initiate the reimbursement procedure as expressly described, in the terms and conditions, under article 9 (Cancellations and Modifications) of the Conditions ([link](#)).

1.6. The Driver is invited, in any case, to take analytical view of all the technical specifications of the shared Vehicle and to request any information deemed useful so that the use of the Vehicle during the entire period of sharing can take place in a diligent and expert manner.

- 1.7. The Driver, before embarking on the trip, is required to check which fuel is correct for any subsequent refueling.
- 1.8. The Driver is made aware that he/she is the only person entitled to drive the shared Vehicle. In the event that the Vehicle is driven by parties other than the Driver, an additional charge will be applied for each additional driver. In this hypothesis, the rules regarding age and duration of possession of the driving license yes as indicated in the Conditions shall apply to all additional drivers. If the Driver intends to take advantage of the "additional driver" service, he is obliged to complete the section on the latter's identification data, as well as to upload in the appropriate section present at the time of booking the photo (or pdf file) of the additional driver's driving license.
- 1.9. In the event that the "additional driver" service has been selected by the Driver, the Driver is obliged to verify the validity of the driving license of any additional drivers yes as uploaded in the relevant section at the time of booking. The Driver is also made aware of and expressly accepts that all rights and obligations arising from these General Conditions of Sharing, the Conditions as well as the relevant individual sharing agreements, where entered into separately between Owner and Driver, shall also apply in favor of and to the additional driver, who shall be jointly and severally liable with the Driver himself for any breach, cost, expense and/or liability in contract or tort.
- 1.10. It is understood and agreed that the driving of the Vehicle by parties other than the Driver or additional drivers, reported through the appropriate procedure, will result in the loss of the additional insurance coverage with which all vehicles on the platform are equipped.

2. WHILE ON THE ROAD.

- 2.1. The Driver is required to use and keep the Vehicle in accordance with the diligence of the "good family man", with the utmost care and, above all, is required to fully comply with the regulations set forth in the Highway Code (Legislative Decree 285/1992 as amended) during the entire period in which the Vehicle is shared and until the keys are returned to the Owner. In particular, the Driver is required to comply with all the technical specifications of the Vehicle and to keep constantly monitored the functionality of the same and the suitability of the vehicle for road use.
- 2.2. If the Driver encounters the existence of certain problems of a technical nature, he/she must promptly inform the Owner or contact Wego at the support number: [+39 353 320 1096](tel:+393533201096). In any case, the Driver is required to behave appropriately and take all necessary precautions to avoid aggravating any technical problems or faults encountered.
- 2.3. Should any technical issues arise with the Vehicle during the trip that prevents its safe circulation or use, the Driver is required to immediately and promptly inform the Owner or, alternatively, by contacting volvero directly at the service number: [+39 353 320 1096](tel:+393533201096).
- 2.4. In the event that certain urgent and unavoidable repairs are necessary due to technical failure or breakdown that prevents the use of the Vehicle or otherwise prevents its safe use, the Driver is required

to contact Customer Service immediately and slavishly follow the information provided. a. However, where it transpires that the breakdown or technical failure is attributable to the culpable or willful conduct of the Driver the costs incurred in connection with the roadside assistance service will be charged to the Driver.

2.5. In the cases referred to in article 2.4. above, the Driver is expressly forbidden to proceed with the repair without having previously contacted the Owner or Customer Service. In any case, it is expressly forbidden for the Driver, in the event of a breakdown, to abandon the Vehicle, all obligations relating to its custody remaining with the Driver. If the Driver spontaneously carries out interventions not authorized by Customer Support or the Owner, he will be responsible for any damage caused to the Vehicle.

2.6. During the sharing period, the Driver is expressly forbidden to:

- a) Have individuals other than those authorized drive the Vehicle;
- b) Violate any rule of the Highway Code (Legislative Decree 285/1992, as amended);
- c) Use the Vehicle for commercial and/or economic purposes (for example: transporting passengers for a fee or transporting goods for a fee);
- d) Employ the Vehicle for participation in races, competitions or other contests. This restriction also extends to driving on circuits used for motor racing;
- e) Driving the Vehicle in prohibited areas i.e. on surfaces not suitable for vehicular traffic (dirt roads, off-road)
- f) Towing other vehicles;
- g) Use the Vehicle for illegal or otherwise unlawful purposes;
- h) Putting oneself behind the wheel while impaired by alcohol and/or drugs;
- i) Use the Vehicle for vehicle testing or safe driving courses;
- j) The transportation of illegal, easily inflammable, explosive materials or in any case to be considered dangerous to the safety of persons or property;
- k) Tamper with or alter, in any way, the Vehicle or standard accessories;
- l) Engage in any other conduct that may endanger or injure the safety of the driver himself/herself, any passengers, other third parties and/or threaten or compromise the integrity of the Vehicle in use, other vehicles and/or surrounding property;
- m) Violate the terms and conditions stated in the P&S Policy.

2.7. The Driver is made aware that in the event of any breach of the obligations referred to in paragraph 2.6. above, the Owner and the Driver shall have the right to terminate this contract pursuant to the effects of art. 1456 of the Civil Code, without prejudice to the right of the Owner and/or Wego to claim damages. In the event of early termination of the sharing relationship due to a cause attributable to the Driver, any costs related to the immediate restoration of possession incurred by the Owner will be placed directly at the expense of the Driver by charging the means of payment chosen by the same at

the time of booking.

- 2.8.** In addition, Driver, is hereby made aware that all damages, pecuniary and non-pecuniary, arising from the violation of the provisions of 2.6 et seq. above shall result in the loss of any insurance guarantees, including P&S Policy coverage, and, to that effect, Driver shall be held solely and exclusively liable with respect to all damages, losses, and costs incurred by Owner as a result of failure to comply with the limitations set forth in 2.6 et seq. above.
- 2.9.** Driver acknowledges and expressly agrees that he/she shall be solely responsible with respect to the payment of all tolls, fines, penalties, administrative sanctions or other contraventions related to the use of the Vehicle during the period of sharing. In the event that the appropriate Authorities proceed to request payment directly from the 'Owner as owner of the Vehicle, the fines, costs and expenses all advanced by the Owner shall be reimbursed by the Driver by charging the means of payment chosen by the Driver at the time of booking.
- 2.10.** In any case, the Driver acknowledges and expressly agrees to indemnify and hold harmless the Owner and Wego from any cost, expense, penalty or fine (however named) and/or claim arising from the use of the Vehicle during the sharing period. In particular, the Driver is hereby made aware that he/she will be charged an additional 30 euros as an administrative fee for the handling of paperwork related to fines, penalties, or contraventions.
- 2.11.** The Driver, subject to the provisions of paragraph 1.6. above, shall use the proper fuel for the shared Vehicle and shall be liable for and reimburse all costs incurred for any repairs to the Vehicle, transportation expenses, and any other costs or charges caused directly or indirectly by the use of the wrong fuel.
- 2.12.** In any case, Driver agrees to indemnify and hold Wego and Owner harmless with respect to the deterioration, misappropriation, destruction, or any damage suffered by the things, animals and/or persons carried by Driver in the Vehicle during the period of sharing, for the care of which Driver is solely responsible.

3. WHILE ON THE ROAD: VEHICLE DAMAGE AND THEFT.

- 3.1.** The Driver is made aware and expressly acknowledges that all damages to the Vehicle, other than those pre-existing and indicated in the "Technical Data Sheet" of the booked Vehicle, are the sole responsibility of the Driver, except in the event that such damages have been reimbursed by third parties (or relevant Insurance Companies) or in the event that it is established that the damage is dependent on the fault of the Owner.
- 3.2.** The Driver also acknowledges and expressly agrees that with the delivery of the keys he becomes the custodian of the Vehicle until it and its keys are returned to the Owner. In the event that the Driver at the time of redelivery is not able, for any reason, to return the keys of the Vehicle will be charged the same the costs for the replacement of the keys in addition to a penalty totaling 30 euros.

- 3.3. In the event that the Vehicle has been stolen, the Driver is required to immediately notify the Authorities, Customer Service and the 'Owner. In the event that the theft is the fault of the Driver (theft is reported without returning the keys) the Driver shall pay the full listing value of the stolen Vehicle.
- 3.4. In any case, the Driver is requested, as custodian of the Vehicle during the sharing period, to exercise the utmost diligence in the use of the Vehicle and to take every precaution to preserve its integrity.
- 3.5. Since the Insurance will cover only the period of use initially agreed upon, unless an extension is agreed upon, the Driver accepts and agrees to be responsible for all damages that may be caused during the periods other than those agreed upon and for any damages not covered by the RCA and P&S Policy.

4. WHILE ON THE ROAD: ACCIDENTS.

- 4.1. All vehicles made available by the Owner are insured for Third Party Liability. the Driver, therefore, is insured against all third-party claims for damages, pecuniary and non-pecuniary, to persons, for personal injury or death, and to the property of others. This insurance is included in the cost of the sharing fee.
- 4.2. In the event of an accident, the Driver must take action in order to procure the evidence necessary for the proper identification of responsibility. To this end he shall: (1) proceed to prepare the C.A.I. form or, alternatively, request the intervention and report of the incident to the Traffic Police, Carabinieri or Traffic Police; In any case the Driver is obliged to transmit, copy of the C.A.I or the report drawn up by the police within 24 from the incident or deliver it in person at the time of the return of the Vehicle, provided that the same takes place within 24 hours after the accident (2) collect the names and addresses of the witnesses present; (3) if requested, even afterwards, cooperate with the Owner in the management of the causes that may arise as a result of the accident; (4) not leave the Vehicle unattended and without adequate safeguards.
- 4.3. In the event that no accident has occurred in the course of sharing, in order to enable the Owner to protect his rights against fraud or unfounded claims, the Driver must nevertheless, when returning the Vehicle, explicitly state that he has not suffered or caused any event. In any case, damages reported to the Vehicle and not duly reported in the C.A.I. or in the report drawn up by the police will be fully charged to the Driver on the means of payment used for the reservation.
- 4.4. If at the end of the sharing, upon inspection of the Vehicle, unauthorized repairs are found to have been carried out which are not indicated in the data sheet, the Driver shall in any case pay the Owner the price for the full replacement of the component on which the said repair is found to have been carried out, unless he proves that the work carried out was previously authorized by the Owner or, in any case, subsequently deemed suitable by the Owner.

5. THE RETURN OF THE VEHICLE AT THE END OF SHARING.

- 5.1. At the beginning of the sharing period, the Vehicle is delivered with the tank completely full of fuel.

Therefore, at the end of the sharing period, the Driver is required to return the Vehicle with the tank completely full of fuel.

- 5.2.** If the Vehicle is not returned with a full tank of fuel, Wego, acting as a collection agent for the 'Owner who has made the Vehicle available, will charge the Driver for the costs of the Vehicle refueling service. In this case, the Driver will be charged the costs incurred for the additional fuel needed to fill the tank, with additional penalty of 30 euros.
- 5.3.** The Driver is obliged, in all cases, to return the Vehicle in the state it was in at the time of delivery. In particular, in the case of excessively dirty car inside, excessively dirty car outside, presence of smoke smell inside the car, signs of the presence of animals, Wego reserves the right to charge the Driver for the cleaning service costs incurred by the Owner. These costs are calculated based on the time it took to clean the Vehicle. In addition to these costs, a penalty of a total of 30 euros will be charged.
- 5.4.** The Driver is reminded that the shared Vehicle must be returned on the day, place and time indicated in the sharing voucher issued at the time of booking. The Driver is made aware that early return of the vehicle will not entitle him/her to any reduction or partial refund of the sharing fee established and paid.
- 5.5.** A delay of thirty minutes with respect to the scheduled time for the return of the Vehicle shall not result in the application of any penalty. In the event that the Driver returns the Vehicle more than thirty minutes late, the Driver will be required to pay the daily rate, to which will be added a penalty of a total of 30 euros.
- 5.6.** In the event that the shared Vehicle is equipped with a navigator, the Driver is made aware of the circumstance that the data entered therein or the trips entered may remain in the memory of the navigator itself, with particular regard to any connection with personal telephone devices. Therefore, the Driver is requested to proceed with the deletion of all data in the present navigation system of the Vehicle at the time of return.
- 5.7.** All standard accessories inside the Vehicle are the exclusive property of the Owner who has made the Vehicle available for sharing and the Driver is expressly prohibited from removing them. In the event that, at the time of redelivery, there has been the removal or removal of certain accessories from the Vehicle by the Driver, the Driver himself acknowledges that he will be charged the relevant replacement costs in addition to the possible exercise of criminal action and a penalty of 30 euros per missing accessory.

6. INSURANCE

- 6.1.** All vehicles on the platform must be obligatorily equipped with a valid RCA contract. When finalizing the reservation, users sign the P&S Policy, compatible with current regulations, which the Driver and Owner declare to know and accept in full, without reservations and/or exceptions.
- 6.2.** The insurance coverage of the P&S Policy begins from the moment when the Driver, after duly

completing the booking procedures stipulated in these terms, takes delivery of the Vehicle.

6.3. Insurance coverage under the P&S Policy is automatically revoked if the Driver engages in any of the following conduct:

- a) The personal or Vehicle-related information provided by Driver and/or Owner does not match the information entered on the platform. - Owner and Driver agree on a change of reservation details without using the modalities provided by the platform;
- b) The reservation payment is not made entirely by means of the platform;
- c) Any extension of the booking period must mandatorily be made through the platform. If this is not possible, the Driver must promptly and without further delay contact customer service;
- d) The Vehicle is not in compliance with the laws and regulations for road traffic.

6.4. Any conduct contrary to traffic regulations or the general terms of use of the service may also result in loss of insurance coverage.

7. REFUND AND DEBIT AUTHORIZATION

7.1. The Driver undertakes to pay the Owner a reimbursement for sharing the vehicle, the amount of which is indicated in the Announcement, being understood that the same cannot, in any case, be qualified as a rental fee, the same being intended solely to reimburse the Driver for expenses incurred for maintenance, cleaning, insurance coverage and any other expenses necessary to ensure the proper functioning of the vehicle.

7.2. The reimbursement must be paid exclusively through the electronic payment systems on the Platform, and will be (i) charged to the Driver on the means of payment selected at the time of booking and (ii) credited to the Owner upon delivery of the vehicle. Users are expressly prohibited from making payments by means other than those provided on the Platform.

7.3. The Reimbursement, at the discretion of the Driver, may consist of a variable component parameterized to the kilometers driven during the sharing (the "**Variable Reimbursement**").

In the event that a Variable Reimbursement is provided, payment of the same shall be made at the end of the rental, through the payment systems on the Platform.

7.4. The Driver is required to provide Wego with specific authorization to use a credit/debit card in his or her name. It should be noted that if the amount charged to the credit/debit card exceeds the amount that the Driver could reasonably have expected, taking into consideration his previous spending pattern, the terms of the payment services framework agreement of the institution that issued the card, and the relevant circumstances of the case, the Driver shall be entitled to make a claim against the bank that issued the card, within eight weeks of the payment amount being charged. From the time of receipt of the refund request by the card-issuing institution, the Driver is entitled to a 180-day review period for his request. The refund on the Driver's credit card will occur as soon as possible after the expiration of this review period.

- 7.5. Upon delivery of the Vehicle, Wego shall withhold from the means of payment selected by Driver an amount equal to Euro 200.00 (two hundred) as a non-interest bearing security escrow to guarantee the fulfillment of all obligations arising from these Terms and Conditions and the Terms and Conditions of Use (the "**Escrow**"). The Escrow is rendered so that Wego may retain and collect it, including in the name and on behalf of Driver, in whole or in part, including during the Sharing, in the event of Driver's failure to fulfill its obligations under these Terms and Conditions and the Terms and Conditions of Use, without prejudice to Driver's and Wego's right to recover any greater damages. Upon termination of the Sharing, the Deposit shall be returned, net of any enforcement, within 5 days after regular return of the Vehicle pursuant to Article 2 above, without interest by express covenant.
- 7.6. The Driver irrevocably authorizes Wego S.r.l., also as the agent of the Owner and/or other parties authorized by it to collect, to charge the means of payment indicated at the conclusion of the Sharing Agreement, or specified on the agreement itself, or provided subsequently or otherwise indicated, for all charges for sharing the Vehicle and additional charges arising from the Sharing Agreement, pursuant to items 2 through 4 above.
- 7.7. The compensation with Wego credits is only allowed for credits claimed by the Driver, or by an authorized driver, that is not disputed or have been definitely ascertained.

8 APPLICABLE LAW, JURISDICTION, LANGUAGE

- 8.1. These Terms and Conditions of Use of the Service shall be governed by and construed in accordance with Italian Law and the parties agree that competent to decide any dispute related to the interpretation, and performance of this agreement shall be under the Italian Law.
- 8.2. In case of differences or different interpretations between the Parties, the text in the Italian language shall prevail

9 LEGAL NOTES

- 9.1. The Platform and the website www.volvero.com are published by WEGO S.R.L. via Giuriato 55, 36100 Vicenza, Italy, P.IVA 04157060247 For further information, please contact WEGO S.R.L. at the following e-mail address info@volvero.com