

UNIPOLMOVE CITY TERMS AND CONDITIONS

Preamble

These terms and conditions (the "**General Conditions**") regulate the use of the UnipolMove CITY application (the "**App**") and the services available on it (the "**Services**").

The General Conditions are structured into 3 (three) sections:

Section A: CONDITIONS OF THE APP USE;

Section B: CONDITIONS OF THE SERVICES' USE;

Section C: COMMON PROVISIONS.

By downloading the App and by accessing to it, the User confirms that he/ she has read and agree to the General Conditions.

Definitions

In addition to what may be defined in other parts of the General Conditions, the terms and expressions indicated by capital letters shall be given the following meanings:

- "**Account**": the User's dedicated profile on the App;
- "**App**": the UnipolMove CITY application, which can be downloaded free of charge by the User in the Apple App Store and Google Play Store;
- "**Civil Code**": Royal Decree March 16, 1942, no. 262 and its subsequent additions and amendments;
- "**Client**": the User who enters into the Contract to purchase a Service;
- "**Consideration**": the price of the Service requested by the Client, including taxes;
- "**Consumer**": the User or Client acting for purposes unrelated to his or her business, trade, craft or profession, as provided for in the Consumer Code;
- "**Consumer Code**": the D. Lgs. September 6, 2005, no. 206 and its subsequent additions and amendments;
- "**Contract**": the contract concluded by the Client for the provision of the Services requested through the App;
- "**Force Majeure**": the occurrence of an event that prevents a Party from fulfilling one or more contractual obligations, if and to the extent that the Party impacted by the event proves that: (a) such impediment is beyond its reasonable control; (b) the event could not have been reasonably foreseen at the time of the conclusion of the Contract; and (c) the effects of the impediment could not have been avoided or overcome by the Party impacted by the event. In the absence of proof to the contrary, the following are presumed to be Force Majeure events: strikes, acts of vandalism, failure or malfunctioning of *networks* of third parties and/or telecommunication equipment, as well as the *internet* network, *hacker* attacks, war, civil war, invasion, extensive military mobilization, riot,

revolution, military force or insurrection, acts of terrorism, epidemic, pandemic, fire, natural disaster or extreme natural events;

- **"General Conditions"**: these terms and conditions governing the use of the App and the purchase of the Services, articulated in Section A: CONDITIONS OF THE APP USE, Section B: CONDITIONS OF THE SERVICES' USE, Section C: COMMON PROVISIONS below;
- **"Group"**: Unipol Group;
- **"In-App Credit"**: cash credit given to the Client for promotional reasons (*e.g. voucher* campaign) and usable by the Client for the payment of any Service, unless otherwise stated. The Client can upload the In-App Credit and view the available amount in the related section of the App "*Travel Credit and Vouchers*";
- **"Law"**: all applicable legal rules, primary and secondary, including laws, decrees, regulations and directives, as well as decisions, ordinances, awards, judicial, arbitral, administrative, ministerial or regulatory orders, or any other binding provisions at the local, national and supranational levels;
- **"Order Confirmation"**: the summary of purchased Services and their prices, processed by UnipolTech after the completion of the Contract;
- **"Parties"**: UnipolTech and the User or the Client, as the case may be;
- **"Privacy Policy"**: the note containing information regarding the processing of personal data provided: (a) by Users for the purpose of Account activation; and (b) by Clients for the purpose of using the Services, in accordance with and under the terms of the Privacy Policy;
- **"Privacy Regulations"**: the D. Lgs. June 30, 2003, no. 196, amended in accordance with D. Lgs. August 10, 2018, no. 101, Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, and any other Laws applicable to the processing of personal data, as well as the orders of the Data Protection Authority;
- **"Services"**: mobility services, as described in Art. 1, Section B, of the General Conditions, made available to the User on the App;
- **"Third Party Providers"**: companies other than UnipolTech that provide Services available on the App under special contracts with UnipolTech;
- **"UnipolTech"**: UnipolTech S.p.A., with registered office in via Stalingrado 37, 40128 - Bologna (BO), registration number to Registro delle Imprese of Bologna and tax code 03506831209, VAT number 03740811207, REA number BO - 525485, certified e-mail address unipoltech@pec.unipol.it, subject to the management and coordination of Unipol Group S.p.A. And part of the Group;
- **"UnipolTech Customer Service"**: the support service offered to the User/ Client by UnipolTech pursuant to Art. 9, Section A, and 10, Section B, of the General Conditions;
- **"User"**: the natural person who uses the App.

Amendments

UnipolTech reserves the right to unilaterally change the General Conditions if the following justified reasons exist:

- (i) changes in Law;
- (ii) measures of the competent authorities;
- (iii) evolutions related to the manner, cost and/ or burden of production, marketing and delivery of Services, market conditions and/ or competitive environment; and
- (iv) changes in technical, managerial, organizational, administrative and/or business needs.

Any amendments to the General Conditions will be communicated to the User's *e-mail address* as "*Unilateral amendment proposal*", with an indication of the specific reasons justifying them, the effective date (in any case not less than 2 (two) months from the date of receipt of the communication), the User's right to exercise the right of withdrawal if he/ she does not intend to adhere to the aforementioned amendment proposal, and any additional information that may be required by Law.

The User, within the specified effective date, may notify UnipolTech of its intention to withdraw, without charge or penalty. After the aforementioned period has passed without the User giving notice of withdrawal, the proposed changes will be deemed to have been accepted.

The above part will not apply in the event of changes imposed by the Law or by measures of the competent Authorities, which will apply, even without prior notice, in accordance with the provisions of the Law or the measures.

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SECTION A: CONDITIONS OF THE APP USE

1. Use the App and availability of the General Conditions

1.1 Before starting to use the App, the User is required to read the General Conditions carefully.

1.2 General Conditions remain available and the User can download them at all times in the section of the App "*About us*" as well as at <https://www.unipolmove.it/privacy-policy/>.

2. Registration and account creation

2.1 Installation and use of the App is free of charge. The only amounts the User is required to pay are the Considerations for Services purchased. Such payments are regulated by Art. 5, Section B, of the General Conditions.

2.2 In order to access the App and use the Services for the first time, the User is required to follow and properly complete the process to register and to create a personal Account.

2.3 For the purpose of creating the Account, the User shall:

- (i) provide his/ her phone number and confirm his/ her identity by entering the *one time password* (OTP) received via SMS; and
- (ii) confirm that he/ she have read the General Conditions and Privacy Policy by placing the *flags* on the relative boxes.

It should be noted that consents to the processing of personal data for commercial and profiling purposes, as well as those relating to communication, in pursuit of the same purposes, to third parties, are not essential for the creation of the Account, but remain optional for the User. For more information, Users can consult the Privacy Policy.

2.4 The User states:

- (i) to be at least 18 (eighteen) years old;
- (ii) to have full capacity to act;
- (iii) to be responsible for the activities performed through his/ her Account;
- (iv) to be registered only with one Account;
- (v) that the Account is not shared with others; and
- (vi) not to act through *bots* or other automated tools.

2.5 The User is prohibited from registering with third-party, false or fictitious personal data. It is the User's responsibility to provide true, current, and complete data at the time of registration and throughout the time he/ she uses the App and uses the Services.

2.6 The User is responsible for keeping his/her access credentials confidential and shall be considered liable for any damages experienced by UnipolTech and/or any third parties, including other companies of the Group, as a result of his/her actions and omissions that allowed third parties to use the Account.

3. Account cancellation and suspension

3.1 The User may delete his/ her Account at any time by accessing the section of the App "*Profile and payments*" and selecting "*Remove my account*".

3.2 Even in the absence of a request by the User, UnipolTech has the right to suspend or delete the Account without prior notice in the event of violation of the provisions set forth in Art. 2 and Art. 5 of this Section A.

3.3 Suspension or deletion of the Account shall not entitle the User to any compensation, refund or indemnification.

4. Industrial and intellectual property rights

4.1 The User acknowledges that the intellectual and industrial property rights inherent the App and its contents are exclusive property of UnipolTech and its *partners* and are protected under applicable Law.

4.2 By downloading the App, the User does not acquire any right on the App itself and the Services other than to use the Services for personal, non-commercial use in accordance with the General Conditions.

5. Allowed use of the App

5.1 The App has to be used only for legitimate purposes, in accordance with the Law. Consistent with this principle, the User guarantees to:

- (i) not use the App and Services for purposes that are improper, fraudulent, and/or otherwise not in compliance with the Law;
- (ii) use the App and its content to the extent strictly necessary to enjoy the Services; and
- (iii) do not cause damage, disruption or harassment to third parties while using the Services.

5.2 The User will not engage in conduct that could potentially carry out conduct that:

- (i) harm and/ or weaken the intellectual property rights, legitimate interests and/ or reputation of UnipolTech and/ or other Group companies;
- (ii) impair the operation of the App in any way; and/or
- (iii) infringe the rights of third parties.

5.3 The User further agrees to:

- (i) not upload, post or transmit viruses or other *malicious software* that may disrupt, destroy or limit the operation of the App or interfere with other Users' access to the App;
- (ii) not copy, modify, duplicate, reproduce, adapt, decipher, decompile, disassemble, decodify, and/or otherwise perform *reverse engineering operations* on the App; and
- (iii) not circumvent, disable, or otherwise interfere with features concerning the security of the App.

6. Termination of accessibility and decommissioning of the App

6.1 UnipolTech reserves the right to temporarily suspend the accessibility of the App for purposes of maintenance and/or system updates, as well as for any other intervention that may be necessary or even only appropriate in order to improve the App and/or make it compliant with the Law. In such a case, to the extent practically possible, UnipolTech will inform Users of the temporary suspension.

6.2 In the event of termination of the App, UnipolTech reserves the right to terminate the Account with 30 (thirty) calendar days' notice. In such a case, without prejudice to the rights granted to Users by virtue of the Privacy Regulations, UnipolTech will ensure that Users have access to their personal data and information concerning them.

7. Force Majeure

7.1 UnipolTech shall not be liable if the App is not accessible due to Force Majeure or otherwise beyond its reasonable control.

8. Personal data protection

The processing of User's personal data, carried out in the context of the use of the App and the provision of the Services, is carried out by UnipolTech as the data controller, in accordance with the provisions of the Privacy Policy. More information on how UnipolTech processes Users' personal data can be found in the Privacy Policy.

9. Customer Service

The User may contact UnipolTech Customer Service in order to request assistance and information inherent to the use of the App from 00:00 to 23:59, Monday to Sunday, at the contact details given within the "Contact Us" feature in the section of the App "*Help Center*" or on the page www.unipolmove.it/ti-serve-supporto/.

10. Complaints

Any complaint pertaining to the use of the App should be sent using the appropriate "Contact Us" feature in the section of the App "*Help Center*" or through the channels on www.unipolmove.it/ti-serve-supporto/.

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SECTION B: CONDITIONS OF THE SERVICES' USE

1. Services

1.1 UnipolTech offers the User the possibility to compare different mobility options to reach the desired destination, as well as to book and purchase Services through the App.

1.2 Specifically, the User can access the following types of Services:

- (i) *Single Services*. These are the Services listed and described on the *homepage* of the App, provided to the Client directly by selected Third Party Providers, partners of UnipolTech. To request this type of Services, the Client is required to accept the terms and conditions of the Third Party Providers responsible for the Service provision;
- (ii) *Bundle Services*. These are the Services indicated and described in the section of the App "*Bundles and subscriptions*", managed individually by Third Party Providers, whose terms and conditions has to be accepted by the Client, and offered by UnipolTech as aggregate packages of predetermined duration. The Services in *bundle* may also include prepaid travel tickets that are valid and usable by the Client until the purchased package expires; and
- (iii) mobility through the purchase of travel tickets. The Client is given the opportunity to purchase from the *homepage* of the App travel tickets that allow him/ her to use specific mobility services. By purchasing travel tickets, the Client agrees to use the corresponding mobility services by complying with the terms and conditions of the Third Party Providers responsible for provision.

1.3 Although the Services are available on the App, they are provided by Third Party Providers different by UnipolTech. UnipolTech's offerings should therefore not be confused with those of Third Party Providers, who are solely responsible for the quality of the Services and assistance to the Client related to the Services offered. In any case, UnipolTech offers the Client the first-level support service referred to in the following art. 9 of this Section B of the General Conditions.

1.4 UnipolTech is not responsible for, nor makes any warranties about, the information provided by Third Party Providers, or the content, availability, accuracy, or operation of such third party sites, resources, and/or services, including the Services.

1.5 Notwithstanding the provisions of Art. 4, Section A, of the General Conditions, UnipolTech informs Client that the trademarks and logos that distinguish the Services are the exclusive property of the relative Third Party Providers and the reproduction of these distinctive signs within the App is for descriptive purposes only. The Client is expressly prohibited from reproducing or using in any way the trademarks and logos of Third Party Providers without their express permission.

2. How to request the Services

The Services can be requested by the User directly on the App, according to the following procedure:

- (i) Single Services and mobility via ticket purchase - from the *homepage* of the App
 - select the transport mode to use
 - select the transport operator (*i.e.* Third Party Provider)
 - proceed to purchase the selected Single Service/ ticket using the default payment method or In-App Credit;
- (ii) Single Services and mobility through purchase of travel tickets - from the section of the App "*Journey planner*"
 - enter origin and destination of the desired route in the App section "*Journey planning*"
 - select, from the results, the preferred travel option
 - proceed to purchase the ticket / Single Service (in the case of Single Service, this will only be possible once in the proximity of the vehicle) using the default payment method or In-App Credit; and
- (iii) Services in *bundle* - from the section of the App "*Packages and subscriptions*"
 - select the *bundle* of interest
 - proceed to purchase the selected *bundle* using the default payment method or In-App Credit.

3. Contract finalization and Order Confirmation

3.1 The Contract is finalized when the Client finalizes the purchase of the Services by clicking "*Pay*" through the App.

3.2 Following the Contract finalization, UnipolTech shall process and send to the Client's *e-mail address* the Order Confirmation.

4. How to use the Service

4.1 Public transportation. Local public transport tickets are subject to fares and supply limitations imposed by the public transport operator. The User can proceed to purchase them directly on the App by selecting the category "*Public Transportation*" on the *homepage* of the App or within the section of the App "*Journey planning*". The use of purchased tickets will be possible only after their activation, to be performed in the section of the App "*Tickets*".

4.2 Mobility in *sharing* (cars, scooters, electric bikes, bikes, etc.). The User can purchase the Services in *sharing* available on the App according to the modalities provided by the transport operator (*i.e.* Third Party Provider) and based on the availability of vehicles in the relevant area. The availability and details about the vehicle of interest, the mechanism for unlocking/ locking the vehicle, and subsequent payment are visible directly on the App, in the dedicated sections.

4.3 Short-term rental. The User can purchase Rental Services on the App according to the modality provided by the transport operator (*i.e.* Third Party Provider) and based on the availability of vehicles in the relevant area. The vehicle availability, details about the vehicle of interest (category, model, etc.) and subsequent payment are visible directly on the App by selecting the category "*Short-term Rental*" on the *homepage* of the App.

4.5 Taxi. The User can purchase the mobility service on cab in the modality provided by the transport operator (*i.e.* Third Party Provider), subject to reservation and based on the availability of vehicles in the relevant area, which can be verified by selecting the category "*Taxi*" on the *homepage* of the App. In the same section of the App, it will also be possible to view the estimated waiting time and proceed to payment.

4.4 The Client shall comply with all requirements for the use of the vehicles and of the Services arising from the General Conditions, the terms and conditions of Third Party Providers, and the Law (by way of example, with reference to minimum age and possession of valid driver's license necessary for driving cars).

4.5 UnipolTech is never liable for damages arising out of or in connection with Client's use of the Services in violation of the preceding Art. 4.4.

5. Payment of the Consideration

5.1 The Client is requested to pay the Consideration specified for each Service requested. Except for the Services in *bundle*, UnipolTech remains uninvolved in any pricing policies related to the Services.

5.2 The Client may use the following payment methods in the App:

- (i) credit and debit cards on Visa or Mastercard circuits;
- (ii) Apple Pay;
- (iii) prepaid cards on Visa or Mastercard circuits;
- (iv) American Express; e
- (v) In-App Credit.

5.3 If the payment method "*(v) In-App Credit*" is selected and the In-App Credit is less than the Consideration for the requested Service, the remaining amount will be charged to the payment method selected in the section of the App "*Payment Methods*".

5.4 In case the Client disposes of a *voucher*, it will be possible to upload it in the appropriate section of the App "*Travel Credit*" and use it as In-App Credit.

5.5 Payment of the Consideration is made by clicking on the "*Pay*" box, at the end of a process that goes through the display of available Services and the selection of the requested Service by the User.

5.6 The User is informed that, following the addition of a payment method, a temporary charge of modest amount will be carried out to verify its validity. The amount will then be reimbursed automatically once the payment method is confirmed to be valid.

5.7 In the event that Client purchases single Services, he/ she understands and agrees that he/ she will be charged a lump sum subject to subsequent adjustment depending on the actual amount due for the use of the requested Service.

6. Billing

6.1 For the Services referred to in Art. 1.2, point (i), of this Section B (so-called Single Services), in connection with which UnipolTech acts on behalf of and for Third Party Providers, billing is provided by the Third Party Provider that provided the Mobility Service to the Client.

6.2 For the Services referred to in Art. 1.2, point (ii), of this Section B (so-called Services in *bundle*), UnipolTech issues the Client the appropriate commercial document to the Customer in electronic form, unless the Customer requests UnipolTech the issuance of the invoice.

6.3 For the Services referred to in Art. 1.2, point (iii), of this Section B (so-called mobility through the purchase of travel tickets), UnipolTech issues the Client a simple receipt of the transaction made. In any case, the Client may contact Customer Service to request the issuance of the invoice by and at the expense of the Third Party Provider responsible for providing the mobility service.

7. Force Majeure

7.1 Neither Party will be liable for defaults/ failures due to Force Majeure events.

7.2 In case a Force Majeure event causes a suspension of a Party's obligations, that Party shall notify the other as soon as reasonably practicable, specifying the effective date and expected duration of the suspension, in whole or in part, and the nature of the Force Majeure event.

7.3 The Party whose obligations had been suspended as aforesaid shall resume the compliance of such obligations as soon as reasonably practicable to it after the termination of the Force Majeure cause, upon notice to the other Party.

7.4 After 30 (thirty) calendar days of suspension of Contract execution due to Force Majeure, if there is no solution, either Party may terminate the Contract.

8. Client's right of withdrawal

8.1 With respect to the Services in *bundle*, immediately usable after purchase, the Client has the right to withdraw within 14 (fourteen) calendar days from receipt of the Order Confirmation. If the right of withdrawal is exercised, UnipolTech will refund the Consideration paid by the Consumer on the payment method used by the Client for the purchase, unless otherwise specified.

8.2 In the event that the Client has expressly requested to start using the Services in *bundle* before the end of the withdrawal period referred to in Art. 8.1 of this Section B, he/ she has to pay UnipolTech, pursuant to Art. 57, co. 3, of the Consumer Code, an amount proportional to the amount provided up to the time the

Consumer informed UnipolTech of the willingness to exercise of the right of withdrawal. UnipolTech shall have the right to offset this amount against what is due to the Consumer as a result of the withdrawal.

8.3 The Consumer may exercise the right of withdrawal under Art. 8.1 and Art. 8.2 of this Section B with notice to be sent to UnipolTech at the following address: assistenza-city@unipolmove.it.

8.4 With reference to the other types of Services referred to in Art. 1 of this Section B, the right of withdrawal is governed by the terms and conditions of the Third Party Provider responsible for providing the Service.

9. Refund policy

9.1 The Client may request from UnipolTech a partial or total refund of any Consideration paid if the use of the requested Service has been impossible, or has been limited, by the failure/ malfunctioning of the App. Actual reimbursement will be possible upon verification of the justifying circumstances by the IT *team* of UnipolTech.

9.2 The Client may also request a partial or total refund of any Consideration paid in the event of a malfunction of the Service requested. In such a case, the eligibility of the refund request will be evaluated by the Third Party Provider responsible for providing the Service.

9.3 With reference to the hypothesis referred to in Art. 9.1 e Art. 9.2:

- (i) If reimbursement is for single Services, (a) in case of issues related to the App (*i.e.* assumptions *ex* Art. 9.1), the Consideration paid has to be reimbursed by UnipolTech to the payment method used by the Client for the purchase, unless otherwise specified; (b) otherwise (*i.e.* assumptions *ex* Art. 9.2), reimbursement will be handled by the Third Party Provider responsible for provision, according to its terms and conditions; and
- (ii) if the refund relates to Services in *bundle*, (a) in the case of issues related to the mere transaction, the Consideration paid will be reimbursed to the payment method used by the Client for the purchase, unless otherwise specified; (b) otherwise, the refund will be of non-monetary nature and the Service will be refunded (*e.g.* travel minutes and possible time extension of the package/ subscription duration).

9.4 The Client may request a refund of the Consideration paid for the purchase of travel tickets if there is a technical problem that prevents the Client from properly using the mobility service linked to the purchased travel ticket. In this case, the reimbursement will be of non-monetary nature and the Service (*i.e.* travel ticket) will be reimbursed.

9.5 Client's refund requests should be addressed to Customer Service, which can be contacted as described in Art. 10 of this Section B.

10. Customer Service

The Client may contact UnipolTech Customer Service in order to request assistance and information from 00:00 to 23:59, Monday to Sunday, at the contact details given within the "Contact Us" feature in the "Help Center" section of the App or on the page www.unipolmove.it/ti-serve-supporto/.

11. Complaints

Any complaint pertaining to the purchased Services should be submitted using the appropriate "Contact Us" feature in the "Help Center" section of the App or through the channels listed at www.unipolmove.it/ti-serve-supporto/.

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SECTION C: COMMON PROVISIONS

1. Applicable Law and Jurisdiction

1.1 The General Conditions and any Contract entered into by the Client with UnipolTech are governed by Italian Law.

1.2 Any disputes relating to the validity, effectiveness, execution and interpretation of the provisions set forth in the General Conditions and/or in the Contract, if any, entered into by the Client with UnipolTech shall be competent:

- (i) in the case of a Consumer User, the Court of the User's place of residence or domicile, if located in the territory of Italy; or
- (ii) in the case of a non-Consumer User, exclusively, the Court of Bologna.

2. Final Provisions

2.1 In case any provision of the General Conditions will be considered invalid by the court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

2.2 Failure or delay in exercising any right of either Party under the General Conditions shall never be intended as a waiver of such right.