

GENERAL WEBSITE CONDITIONS



The website www.maggiore.it (hereinafter the “**Site**”) is controlled by and belongs to Maggiore Rent S.p.A., **Registered Office** Via di Monte Parioli, 6 – Rome, Italy 00197 (hereinafter “**Maggiore**”). **Headquarters and Administrative Offices** on Via di Tor Cervara, 225 Tel. (+39)0622935.1 – VAT number 06771581003 – Fiscal Code 06771581003 (hereinafter “**Maggiore**”).

Access and use of the Site or use of products and services described within it imply complete acceptance of the General Conditions included in this document. The Client agrees to have reviewed and understood the General Conditions and accepts to comply with all terms herein.

All the intellectual property rights of or included on the Site, as well as of the products and services, any information and/or images and every component of the Site (including its configuration and structure), are exclusively owned by Maggiore Rent Spa and any use of the aforementioned property that may infringe those property rights is prohibited without prior written consensus by Maggiore Rent Spa.

Downloading or printing a copy of information included in the Site, for personal or non-profit company use, is allowed. The Client agrees to use the Site with complete respect to the laws governing it and in no way to violate the rights of Maggiore or third parties.

Maggiore is in no way responsible for third-party content on the site and does not guarantee the information or content of other links or websites on the Site in any way. Third parties assume the exclusive responsibility for use of their contents, freeing Maggiore from any responsibility. The Client assumes the exclusive responsibility for accessing web-links and other websites on the Site, the Client absolves Maggiore of the responsibility for the functioning of those sites or external resources and exonerates Maggiore from every type of responsibility including damage claims or refunds for damage incurred by flaws, incomplete or false representations of services and products by third parties mentioned on the Site.

Maggiore is not responsible for these sites in any way and assumes no responsibility for content and/or materials, even ads, which may appear on those sites or external resources.

The Client understands and agrees that the use of the Site and of services and/or products described within it are done at the Client’s own risk. Maggiore does not guarantee that products and/or services correspond to the Client’s request or that they correspond to the stated description nor does Maggiore guarantee the results hoped for or obtained through the use of the site.

Maggiore declines any and all responsibility for third-party information (images or words), the documents or the materials on the Site even if that content regards services that are offered in editorial content presented by Maggiore.

The user guarantees, within the limits of Article 1229 of the Italian Civil Code, to indemnify, defend and hold Maggiore and its providers, as well as its and their officers, directors, employees, affiliates, licensors, and suppliers from harm against all losses, expenses, damages and costs, including legal fees resulting from use of the Site or services bought on the site and from violation of Terms and Conditions provided on the Site.

If the laws do not permit complete exoneration of responsibility then Maggiore's responsibility will be limited within the allowance of the law.

Maggiore declines all responsibility for any difficulty derived from impossibility to access or use the Site for any reason whatsoever.

Maggiore may not be held responsible for not concluding agreements nor be held responsible for any damages caused by improper functioning of services or non-accessibility of the Site caused by improper functioning of electronic devices or communication devices outside and beyond their control, including but not limited to non-accessibility of telephone connections and/or of other providers, computer malfunction, and/or malfunction of other electronic devices (including those necessary to utilize Internet), malfunctioning of Client-installed software, and actions of other users or persons who might access the net.

At any moment, Maggiore reserves the right to interrupt the connection temporarily or permanently or to deny access to on-line services (in whole or in part), as well as negate access to the Site. The user recognizes that Maggiore may in no way be held responsible by clients or third parties or any others who might access the net for any interruption of service.

Maggiore does not offer any implied or explicit guarantee for the functioning of the site nor of the information, the products and services or any other type of content included on the Site and/or parts of the Site.

Within the current applicable laws, Maggiore disavows any implied or explicit guarantees.

Maggiore is not responsible for direct or indirect damages resulting from or following use of the Site.

The present General Conditions and all contractual relations between Maggiore and its clients are regulated by Italian law.

Maggiore retains the right to change the Site or modify its contents including the present General Conditions. Any change in the present General Conditions will be made following a notice on the Maggiore Site. For any controversy that might arise, the only competent judicial authority shall be the Courts of Rome, Italy.

CONDITIONS FOR ON-LINE RENTAL RESERVATION SERVICES

On-line rental is an alternative way to make a rental reservation.

The information contained on the Site describes services offered by Maggiore Rent; it does not represent a contractual offer nor a public offer of the services described therein, except in cases where this is precisely indicated.

Maggiore Rent will only be held responsible for terms and conditions present in the General Conditions and Rental Agreement as well as those in the relative documents signed by the Client at vehicle pick up.

The Client guarantees to have provided valid reservation information and that any credit card information is valid and that the card is authorized for use and has an availability equal to the sum agreed upon. The Client must quickly inform Maggiore in the case of any changes in information provided.

Maggiore Rent reserves the right to refuse any request or reservation in case of failure to supply the necessary information to ascertain eligibility for certain offers or in the case that required eligibility requisites are lacking, or in the case of electronic malfunction, defective operating software, flawed or incomplete information displayed on the site, or in the case of non-availability of vehicles.

In the case of reservation non-approval, Maggiore Rent will not charge and will advise of non-availability as soon as possible (by mail, fax, or telephone) at the address provided. If payment is effectuated by credit card, Maggiore Rent reserves the right to verify the validity of the credit card; in such a case, the Client must provide requested information regarding the credit card.

Maggiore Rent declines all responsibility for abuse, which is beyond its control, of the credit card and for any undue debt or damages suffered by the Client following operations effectuated with the card. In case of non-payment within the established terms, Maggiore reserves the right to refuse vehicle rental. Maggiore uses protected connections, which cannot be visualized by other web users, for on-line reservations. The connection is guaranteed by HTTPS protocol and a 128-bit encrypted SSL digital certificate.

At the end of the reservation process, the client will be assigned a reservation number. An e-mail confirmation will follow that lists the details of the acquired service and the reservation number, which will be requested at the moment of rental.

The Client must communicate any problems to Maggiore as soon as possible to help resolve things in the most efficient manner.

Maggiore Rent refuses all responsibility for on-line reservation services. The terms and conditions of reservation and rental of vehicles by Maggiore Rent may be changed in any moment. The information relative to the prices for on-line reservations is based on information supplied by the Client.

On-line reservation of any vehicle by Maggiore Rent may in no way be considered as a rental contract.

The General Conditions for vehicle rental from Maggiore Rent are available on the official Maggiore Rent Site. In all cases, the rental contract will be stipulated at the moment the Client picks up the vehicle, after signing the contract and accepting the rental conditions.

Protection of Personal Information on the Site

Maggiore hereby declares to treat and use any personal information it obtains in the registration process or through the use services offered on the Site in complete respect with the terms set out in Italian law D.Lgs 196/2003 ("Privacy Act") including later modifications and integrations of the law in the modality specified in the release that the Client declares to have seen and understood.

:: PROTECTION OF PERSONAL INFORMATION

You are invited to carefully read this notice regarding treatment of your personal data.

The Italian law D.Lgs 196/2003 "Civil Code for the protection of personal data" regulates that the use of personal data take place with respect to a person's fundamental liberties and in particular to the privacy of personal identity.

The aforementioned law provides that if information is collected from a person, then that person has the right to receive information regarding the treatment of his/her data as well as the purpose for collecting it and must be asked to give consensus for certain uses of that information.

We at Maggiore Rent Spa and our affiliates (the Maggiore System) fully agree with the principles that inspired this law, in fact we agree that everyone should have full respect of and control in the personal sphere.

In the attached document, we provide the information requested by law regarding the reasons for and the ways that your personal data may be used.

We ask you to please read it and to sign it, together with the Rental Agreement and the Autolease Consignment Document with attention and to give your consensus so that we may carry out or continue to carry out the requested service.

::USER INFORMATION

The present information is taken from Article 13 of D.lgs 196/2003 and it relates to the treatment of data collected by Maggiore Rent spa during the stipulation of the Rental Agreement for the vehicle, truck or motorcycle or later during the actuation of the contract; it also relates to Maggiore Fleet spa regarding the data collected in the compilation of the Document for Autolease Consignment or at a later time by Maggiore Fleet spa, as well as for the subcontractors/affiliates indicated in the Rental Agreement, if that Agreement is in their name.

The data that is collected will be treated with respect to the above-cited law and with the confidentiality with which the Maggiore System carries out all of its activities.

The collection of data will take place using paper forms that list personal data, which is registered on local terminals and elaborated at the Gruppo Maggiore headquarters, which are equipped with an informatics security system

The treatment of personal data includes communicating all or part of that data to third parties working within Gruppo Maggiore, businesses that are part of the National System, or to external sub-contractors that may require it for the role they play in managing the contract including any activities necessary to minimize the incidence of fraud, as well as being communicated to tour operators, or banking and financial institutions, which manage the credit card used by the Client to pay the rental sums.

Since the Maggiore System is part of an international circuit, data reported in the Rental Agreement can be sent abroad, particularly in the case that the Client requests services abroad or following a sojourn by the Client outside Italy.

Communicating the information required by the present information summary is obligatory, including the data of any other eventual drivers, and is required by Maggiore Rent spa and/or Maggiore Fleet spa and/or any eventual subcontractors and not communicating that data or non-consensus to handle that data will inhibit carrying out the above-cited contract.

To improve our services, it is our intention to send the Client informative material, mailing updates, invitations to events, information regarding ad campaigns realized in collaboration with other companies that work in the sector of transport and travel for business or tourism, as well as questionnaires to better understand the client's opinion on themes regarding transportation, the quality of our services, and level of consumer satisfaction so that we can improve our customer relationships and our services.

Consensus for this particular treatment of Personal data is optional, we ask you to please tick the appropriate box on the Rental Agreement and the Autolease Consignment form if you do not want to receive this type of information.

In relation to the aforementioned treatment, you may exercise the rights foreseen in Article 7 of the D.Lgs 196/2003, which is written here below:

1. the concerned party has the right to know if personal data has been gathered, even if it has not yet been registered and to receive thus said information in an intelligible manner.

2. the concerned party has the right to know:
 - a) the origin of personal data
 - b) the treatment and use of that data;
 - c) the method used to gather information if it is collected with electronic equipment;
 - d) the identity of the owner, managers and representatives designated in article 5 comma 2:

- e) the subjects or categories of subjects that the personal data might be communicated to or that might come in contact with it because they are designated State representatives.
3. The concerned party has the right to obtain:
- a) the updating, correction of, or when necessary, the integration of data
 - b) the cancellation, transformation into anonymous form or halting of unlawfully handled data, including that data which need not be kept in relation to the purposes for which it was initially gathered
 - c) the proof that all of the operations included in a) and b) have been brought to the attention of and understood by all those who the data will be communicated to, except in the case that it would be impossible to do so or highly impractical.
4. The concerned Party has the right to refuse entirely or in part:
- a) the treatment of personal data for legitimate reasons, even though it is pertinent to the aims for which it is being gathered;
 - b) the treatment of personal data in relation to publicity or direct sales or for market research or commercial communications.

In order to protect Maggiore and the Client from risk of theft or fraud, satellite tracking systems that are able to individuate location, speed and driving conduct may be installed in the vehicle.

The Data management facilities that process and handle that information are specialized outsourcers and information about them is available by contacting Maggiore; in no case will drivers' names be communicated to that facility.

The data will be stored in accordance with all of the necessary security measures required for up to 1 year, at which time it will be cancelled. The method used for transmitting the data guarantees its safety.

The data cannot be consulted by others and it is available to Maggiore, only as necessary, in the case of theft or non-consignment of the vehicle according to the terms stipulated; or in the case of wrecks or anomalous events. Maggiore will not access thus said data in any situation or way other than those stated.

Following notification, Maggiore can handle that data and reserves the right to communicate it to Judicial authorities, Insurance companies, Legal Studios or Studios specialized in preventing or managing theft and wrecks, as well reserving the right to use that data or permit its use for any action to safeguard its own interests.

The data controller of the information covered in this document is, in the case of the Rental Agreement, Maggiore Rent spa and any subcontractor/affiliate that is indicated in the Rental Agreement. In the case of the compilation of the Autolease Consignment Document, it is Maggiore Fleet spa.

The headquarters of Maggiore Rent spa and Maggiore Fleet spa can be contacted for further clarification and /or additional information in Via di Tor Cervara, 225 – 00155 Rome, Italy. The address of any eventual subcontractor/affiliate is written in the Rental Agreement.