

# Autonoleggio di Boris Micheletti Service Agreement

## 1. GENERAL

1.1. Autonoleggio di Boris Micheletti, the Company registered at via Cavallotti 63, 20099, Sesto San Giovanni, Milano, Italia (hereinafter referred to as the “**Company**”) hereby offers to use the Service available at <https://comfortseatbelt.it> and at all third level subdomains (hereinafter referred to as the “**Site**”) and further described in section 2 hereof (hereinafter referred to as the “**Service**”) to an Internet user (hereinafter referred to as the “**User**”) under the terms and conditions described herein. This Agreement (hereinafter referred to as the “**Agreement**”) shall come into force and become legally binding for the Company and the User (hereinafter referred to as the “**Parties**”) at the moment when the User first time starts to use the Service.

1.2. When starting to use the Service, the User shall be deemed to have accepted the terms of this Agreement without any reservations, exceptions or limitations not contained herein. In case of the User’s disagreement with any provision of this Agreement, the User shall not use the Service.

1.3. The Company reserves the right to change or modify this Agreement at any time and in its sole discretion and with no prior notice. A new version of this Agreement shall come into effect when posted on the Site. By continuing to use the Service, the User confirms his acceptance of the revised Agreement. The Company encourages the Users to review the Agreement frequently to ensure that the User understands the terms and conditions that apply when he uses the Service. If the User does not agree to the revised Agreement, the User may not use the Service.

1.4. This edition of the Agreement enters into force on January 29, 2021 and is effective until the following edition is adopted.

1.5. Any time frames specified in this Agreement shall be determined by the UTC+0 time zone, unless otherwise expressly indicated herein. The beginning and the end of calendar dates specified in this Agreement, including the commencement and completion of any term, are determined by the beginning and the end of the respective 24-hour period in the UTC+0 time zone.

## 2. DESCRIPTION OF SERVICE

2.1. The Service allow the User to search for private and other transportation service providers using the list of the partner organizations (hereinafter referred to as the “**Carriers**”) which have entered into separate agreements with the Company.

2.2. After registration in the Service User obtains access to a private section of the Service (hereinafter referred to as the “**Personal Account**”) accessible for the User and the contact persons appointed by him/her, which contains information about the User and his/her contact persons, sets of personal settings for interaction with the Service, information about the requests for the services posted by the User and other data. If the User adds information about his/her contact persons, such persons have the right to use the Service through the User’s Personal Account, including all the options provided by the Service.

2.3. In the Personal Account the User is able to place requests to search for a Carrier to provide private passenger transportation services (hereinafter referred to as "**Requests**"), in which he/she specifies essential and additional terms and conditions for provision of such service (including the start date and time, route or amount of time for vehicle rent, vehicle class, number of passengers, availability and amount of luggage, availability of child safety seats, possibility of smoking in the vehicle, availability of additional services in the car, etc.). If the Carrier agrees to provide services for a certain Request, he sends to the User counter-proposal for provision of services (hereinafter - the "**Offer**") via the Service. Number of Offers that can be received in response to one Request is not limited. If the User agrees with one of the received Offers, he accepts it. When the User accepts the Carrier's Offer, the transportation contract is considered to be concluded between the User and the Carrier on the terms specified in the Offer (hereinafter referred to as the "**Transportation Contract**"). If the Carrier refuses to provide the services under the terms and conditions that have been agreed between him and the User (hereinafter referred to as the "**Transfer**"), the Transportation Contract is considered terminated by the Carrier and other Offers may be sent as a response to this respective User's Request. The terms and procedure of cancellation of the Transfer by the User, including the terms and procedure of the refund of the cost of the Transfer (hereinafter referred to as the "**Transfer Price**") in case of its cancellation by the User, are defined in Section 4 below.

2.4. The User acknowledges and agrees that:(A) The User's ability to obtain transportation Service through the use of the Service does not establish the Company as a provider of the transportation Service or as a transportation carrier. When the User finds a Carrier and accepts its terms including the condition of a specific Transfer and Transfer Price), he shall enter into a Transportation Contract with the Carrier directly but not with the Company.(B) The Users may receive transportation services using the Service all by themselves only if they reached the age of majority under the laws of the country wherein the Transfer will take place. Persons who have not attained this age may not use the Service independently, but may participate in Transfers accompanied by adults (passengers at full legal age).(C) Due to the nature of the Service provided under this Agreement, the liability of the Company is limited to an obligation to accurately transmit the information between the User and the Carrier as well as to transfer prepayment or full payment for a specific Transfer received from the User to the Carrier. The Company shall not be liable for the credibility of the information passed as well as for the due and in good faith performance of the Carrier's obligations within any agreements between the Carrier and the User. The Company bears no responsibility for any losses including the loss of gains and physical losses and damages in any way determined by the use of the Service.(D) The Service, the software used for the provision of the Service and other content of the Site through which the Service are available (including but not limited to the "Epic Transportation Engine", Comfortseatbelt logo and other logos and registered trademarks) are protected by the Company's or third parties' intellectual property rights. The User is hereby granted a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the respective intellectual property solely in connection with his use of the Service; and (ii) access and use any content, information and related materials that may be made available through the Service, in each case solely for the User's personal, non-commercial use. Any rights not expressly granted herein are reserved by the Company.(E) There may exist certain technical limitations and restrictions on the Service, which can lead to the inaccessibility of the Service or delays in the transmission of communication at a particular time due to some reasons beyond the Company's control.(F) The User enters into this Agreement at its sole risk and that the Service and any information provided to the User are provided "as is" and "as available".(G) In case of violation by the User of the provisions of clause 6.1(B) of this Agreement the Company has the right to suspend User's access to the Service, as well as the payment of any amounts due to the User in accordance with section 4 of this Agreement until confirmation of the unreliability of information about the violation. In case of confirmation of information about the User's failure to fulfil the abovementioned obligation the Company has the right to terminate this Agreement as provided in section 13.(H) The relations between the User and

the Company fall exclusively within the Agreement contained herein. Nothing shall be presumed to indicate that the Company and the User have entered into or have agreed to enter into any other contract or have any rights and obligations before each other within any other agreement.

### **3. PAYMENT OF TRANSFER PRICE**

3.1. After finding a Carrier and entering into the Transportation Contract with him through the Service as stipulated herein, the User shall make a full or partial (not less than 30%) prepayment of the Transfer Price via one of the payment options offered by the Company, to the Company, which the Company shall further transmit to the Carrier subject to the terms and conditions of a separate agreement between the Company and the Carrier. The User may pay the Transfer Price by physical cash directly to the Carrier if such option was specified in his Offer.

3.2. The Company does not collect, process and / or store User's payment data.

3.3. For making the payment by wire transfer the User transfers to the Company the Transfer Price in total or on part (not less than 30 per cent) as an advance payment. The remaining part of the Transfer Price, if any, shall be paid by the User to the Carrier immediately after the finish of the Transfer by any mean agreed upon with the Carrier (either by cash or by wire transfer using the Service). In case the Transfer was prepaid partially or shall be paid by physical cash, the Company recommends the User not to transfer to the Carrier the Transfer Price in total until completion of the Transfer. In any case, the User makes the final decision on the procedure of cooperation with the Carrier independently.

3.4. The User agrees that in case the payment is made to the Company's account the Company has the right to add to the Transfer Price any processing charges which are due to under the relevant agreements between the Company and its banks and/or payment systems as well as the operating expenses. The User also agrees that the Transfer Price with any charges may be debited from the User's bank/card account in other currency than one previously selected if the payment in a specific currency and/or the mandatory currency conversion are stipulated by the bank and/or payment system effecting the payment.

In case the Transfer is cancelled at the User's discretion in accordance with Section 4 of this Agreement, the amounts of processing charges specified herein shall not be refunded to the User.

3.5. Unless this Agreement provides otherwise:(A) all payments made by a User under this Agreement shall be made gross, free of right of counterclaim or set off and without deduction or withholding of any kind other than any deductions or withholding required by law; if a User makes a deduction or withholding required by law from any payment, the sum due shall be increased to the extent necessary to ensure that, after the making of any such deduction or withholding, the Company receives a sum equal to the sum it would have received had no deduction or withholding been made;(B) there are no cost limits for making payments for Transfers;(C) all payments made by the Company shall be deemed to be inclusive of all taxes that may be payable by the User in connection with the payment, and the payment of such taxes are the User's sole responsibility. Under no circumstances shall the Company have an obligation to deduct or withhold any tax when making any payment to the User.

### **4. CANCELLATION OF TRANSFER**

4.1. The User may unilaterally cancel a Transfer booked and fully or partly paid for in the Personal Account or by sending an e-mail to the Company's support address [info@comfortseatbelt.it](mailto:info@comfortseatbelt.it). The

Transfer may be canceled in respect of one of the directions, if the Transfer between the User and the Carrier was agreed to the round trip route (“there and back”), with the observance of the rules and deadlines for Transfer cancellation established in full in this section.4.1.1. If the Carrier refuses to provide the Transfer, the User has the right to accept the offer of another Carrier or cancel the Transfer.

A change by the User of the essential Transfer conditions (such as the pick-up time, the Transfer route, the number of passengers, vehicle class, etc.) equates to the cancellation of the Transfer initiated by the User, and the Carrier has the right to refuse to perform the Transfer in accordance with the changed conditions. Refund of the Transfer, the essential terms of which have been changed by the User, is carried out in accordance with clause 4.2.

4.2. The funds transferred by the User to the account of the Company as full or partial payment for the Transfer shall be indicated in the User's Personal Account and available for payment for other Transfers in the following cases:(A) the User cancels the Transfer through Personal Account or changes its essential terms before the expiration of the cancellation deadline set during the agreeing of the Transfer conditions (this period ends no later than 48 hours before the agreed pick-up time);(B) the Transfer is cancelled before its start by the User due to the Carrier’s failure to comply with the vehicle tracking clause specified in the Offer; or(C) the Transfer is cancelled by the Carrier or the Company, excluding the cases when the Transfer was fulfilled by another Carrier.

Until the end of COVID-19 pandemic as well as in all other cases specified in sec. 8.1.(G) hereunder the amounts received as payment for the Transfers shall be returned by means of indicating the amount due in the User's Personal Account. Such amount may be used for payment for other Transfers or returned to the User's bank account when the force-majeure ends.

4.3. The request for the return of funds paid as the Transfer Price can be (in case the Transfer Price was paid in physical cash shall be) required by the User directly to the Carrier. The User hereby admits and agrees that the Company accepts funds from the User solely for the purpose of transferring them to the Carriers in order to pay for the Transfers and is not entitled to independently manage such funds, therefore the Company can not make refunds to the User. The Company does not participate in settlement of disputes between the Carrier and the User that are connected with the payment of the Transfer Price by physical cash, including any issues related to complete or partial refund of such amounts to the User.

4.4. No payment return (full or prepayment) is allowed in case the User or another passenger on whose behalf the User placed an order does not show up at an agreed place of the Transfer at the pick-up time nor within 60 minutes from the pick-up time agreed at the airports, sea or river passenger port terminals, 30 minutes - at the railway stations, 15 minutes - at all other places from the pick-up time agreed, and 5 minutes – regardless of the agreed pick-up place if the Request for such Transfer was placed in the Service by the User no more than 30 minutes before the agreed the pick-up time, as well as in case the User brought forward for the Transfer Special Cargo which transportation was not agreed or any cargo forbidden to be carried.

## **5. USER’S REPRESENTATIONS AND WARRANTIES**

5.1. The User represents and warrants at all times that the User continues to use the Service that:(A) the User has legal capacity under the laws of all applicable jurisdictions and agrees to this Agreement voluntarily, and that the User has full power, authority and capacity to comply with this Agreement and his obligations contained herein;(B) the User’s compliance with this Agreement is lawful and his obligations hereunder are legally binding and valid;(C) the User has carefully and thoroughly read and understood this Agreement;(D) the User is and has always been compliant with this

Agreement;(E) in entering into this Agreement the User has not relied on any representation, warranty, statement, undertaking or conduct of any kind other than as expressly provided in this Agreement;(F) all information provided by the User is true, complete, valid and not misleading in any respect, and it acknowledges and agrees that the Company enters into this Agreement with him in reliance on the representations and warranties set out in this clause.

## **6. USER'S ONGOING OBLIGATIONS**

6.1. The User shall:(A) regularly monitor and review any announcements connected with the Service made on the Site;(B) purchase and use the Service only for the purposes and in the manner expressly permitted by this Agreement;(C) notify the Company immediately if any of the representations and warranties made under this Agreement becomes untrue, incomplete, invalid or misleading in any respect;(D) not engage in any activity that interferes with or disrupts the Service in any way;(E) be fully responsible for keeping, the information required to access its account (including the password) store such information, ensuring its confidentiality, security, the absence of any distortion and proper control over storage;(F) not remove any copyright, trademark or other proprietary notices from any portion of the Service;(G) not reproduce, modify, use for compilation, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Service except as expressly permitted by the Company;(H) not modify, analyze, decompile, decode, restore the source code of the Service or any of its parts except as may be permitted by applicable law;(I) not link to, mirror or frame any portion of the Service;(J) not cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Service or unduly burdening or hindering the operation and/or functionality of any aspect of the Service;(K) not attempt to gain unauthorized access to or impair any aspect of the Service or its related systems or networks;(L) not use or reference in any manner the Company's names, logos, product and service names, trademarks or services marks;(M) not otherwise infringe the Company's intellectual property rights concerning the Service, the software and any other content of the Site through which the User accesses the Service;(N) observe all applicable laws and regulations (including tax laws and regulations) in such manner that will, to the best of its knowledge and belief, result in compliance by it and the Company in any jurisdiction in which it directly or indirectly uses the Service;(O) provide promptly such evidence of its compliance with this Agreement as the Company may at any time reasonably require.

## **7. EXCLUSION OF REPRESENTATIONS AND WARRANTIES BY THE COMPANY**

7.1. The User hereby accepts that, to the fullest extent permitted by law:(A) no warranty is given in respect of the Service or any information provided to the User; and(B) the Company expressly disclaims all warranties and conditions of any kind, whether express or implied, including:(i) any implied warranties of merchantability, fitness for a particular purpose or non-infringement;(ii) any warranties as to the timeliness, reliability, suitability, sequence, accuracy, adequacy, consistency or completeness of any information provided to the User at any time or from time to time;(iii) any warranties that the access to the Service provided hereunder will be uninterrupted, timely or free from error.

## **8. LIMITATIONS OF THE COMPANY'S LIABILITY**

8.1. To the fullest extent permitted by law, the Company expressly disclaims all liability for any loss whatsoever, and howsoever caused, incurred or suffered by you or anyone else, and including any loss arising from or in connection with:(A) any inaccuracy, incompleteness or delay in any

information provided to the User;(B) any transaction failure which may occur when the User seeks to make payment;(C) any malfunction, instability, or another breakdown of any software used by the Company for the provision of the Service;(D) any disclosure, loss, theft, destruction or inaccessibility of the User's account, password or other data (including the User's or any other person's failure to keep these secure, safe and confidential);(E) termination of this Agreement at any time and for any reason;(F) any failure of the Service to be used in any specific way or to meet any specific purpose or requirements;(G) any war, riots, restraints imposed by any governmental or semi-governmental or regulatory authority, industrial or trade disputes, fires, explosions, storms, typhoons, floods, lightning, earthquakes and other natural calamities.

8.2. The Company shall have no liability, however arising, for any indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data, personal injury or property damage arising out of or in connection with the provision of the Service hereunder, or otherwise related to its subject matter, regardless of the negligence (either active, affirmative, sole, or concurrent) of the Company, even if the Company has been advised of the possibility of such damages.

8.3. The Company shall not be liable for any damages, liability or losses arising out of:(A) the User's use of or reliance on the Service or the User's inability to access or use the Service; or(B) any transaction or relationship between the User and any Carrier, even if the Company has been advised of the possibility of such damages. The Company shall not be liable for delay or failure in performance resulting from causes beyond the Company's reasonable control. The User acknowledges that some Carriers may offer ridesharing (multi-passenger vehicle sharing) or peer-to-peer transportation services and may not be professionally licensed or permitted.

8.4. The Company's aggregate liability to the User for any claims for damages (whether under contract, tort, warranty, or other law) resulting from, arising out of, or in connection with this Agreement, or otherwise related to its subject matter, will under no circumstances exceed the Transfer Price paid by the User to the Company in connection with the relevant Transfer.

## 9. INDEMNITIES

9.1. The User indemnifies the Company against, and agrees to reimburse and compensate the Company for, any liability or loss arising from (and any costs incurred in connection therewith):(A) any breach of this Agreement;(B) the Company exercising, enforcing or preserving its rights, powers or remedies (or considering doing so) with respect to the User in connection with this Agreement;(C) infringement of any Company's or third parties' intellectual property rights or other laws in connection with the User's use of the Service and the Site and its contents.

9.2. It is not necessary for expense to be incurred before the indemnity in this clause operates.

## 10. USER'S CONSENT TO ADVERTISING MESSAGES AND PRIVACY POLICY

10.1. The User agrees to receive advertising messages from the Company. The User has a right to decline receiving advertising messages by using the relevant functionality of the Service, as part of which or in connection with which the User received such messages.

10.2. The User hereby gives his consent on processing and collection of his personal data to the extent and for the purposes specified in this Agreement and [Privacy Policy](#).

10.3. With regards to the personal data protection the Company follows the legislation of Cyprus and the European Union.

## **11. PROHIBITION OF DISCRIMINATION**

11.1. Discrimination refers to any distinction, exclusion, restriction or preference in the rights and freedoms of an individual or a group of individuals, as well as support for discriminatory behaviour.

11.2. The Charter of Fundamental Rights of the European Union of 7 December 2000 establishes the Inadmissibility of Discrimination, in particular article 21, paragraph 1, contains the following: “Any discrimination, in particular on grounds of sex, race, colour, ethnic or social origin, genetic traits , Language, religion or belief, political or any other views, membership of a national minority, property status, birth, disability, age or sexual orientation.” Paragraph 2 once again emphasizes that “any discrimination based on nationality is prohibited”. Racial Equality Directive 2000/43/EC establishes a ban on all forms of racial discrimination; Gender Equality Directive 2006/54/EC (in relation to employment) establishes the equality of men and women, prohibits discrimination on the basis of sex. The prohibition of discrimination is the basic principle of international law, recognized and actively supported by the entire world community.

11.3. When using the Service, the User shall be tolerant and not specify any requirements of a discriminatory nature, in particular the requirement that the transportation services be provided by a Carrier of a certain sex, race, nationality, sexual orientation. If the User indicates discriminatory requirements, the Company reserves the right to reject the request and terminate the Agreement with the User (to block the account).

## **12. ASSIGNMENT AND NOVATION**

12.1. The Company may assign, transfer, novate or otherwise deal in any manner, all or any part of the benefit of this Agreement and any of its rights, remedies, powers, duties and obligations under this Agreement to any person, without the User’s consent and in any way the Company considers appropriate.

12.2. The User agrees that it may not transfer any assignee, transferee or any other person who has an interest in this Agreement, any right of set off or other rights that the User has against the Company.

## **13. TERM AND PROCEDURE OF TERMINATION**

13.1. This Agreement will commence at the moment specified in clause 1.1 and shall continue until terminated in accordance with this section 13.

13.2. Notwithstanding any other provision of this Agreement, the Company may at any time and for any reason immediately terminate this Agreement as between the User and it without prior notice or need to specify reasons, including if:(A) the User has breached any provision of this Agreement or acted in a manner which clearly shows that the User does not intend to or is unable to comply with any provision in this Agreement;(B) the Company reasonably considers it is required to do so by the application of any laws or regulations or by any government, quasi-government, authority or public body (including any regulatory body of any jurisdiction); or(C) the Company determines that performing its obligations under this Agreement is no longer commercially viable.

13.3. The Company will inform the User of such termination by notice in accordance with section 18.

## **14. WAIVER OF SET-OFF**

The User acknowledges and agrees unconditionally and irrevocably to waive any right of set-off, netting, counterclaim, abatement or other similar remedy which the User might otherwise have under this Agreement under the laws of any jurisdiction.

## **15. GOVERNING LAW**

This Agreement is governed by and must be construed in accordance with the law of Cyprus.

## **16. RESOLUTION OF DISPUTES**

If there is a dispute between the Parties resulting from, arising out of, or in connection with this Agreement or related to its subject matter, the dispute shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, and the language to be used in the arbitral proceedings shall be English.

## **17. THIRD PARTY RIGHTS**

Any person who is not a party to this Agreement may not enforce nor enjoy the benefit of any provision of this Agreement.

## **18. NOTICES**

18.1. The User agrees that the Company may give notices and communications, under or in connection with this Agreement by announcement on the Site or by email to the email address which the User registers to its account, and that such notice is deemed to be effective and received by the User at the time when it is published on the Site, or, sent, by the Company unless the Company promptly receives an automated message indicating failed delivery of that notice.

18.2. Notices to the Company may be directed to the email address specified on the Site.

## **19. NO WAIVER**

No failure or delay on the part of the Company to exercise any right, power or remedy under this Agreement will operate as a waiver, nor will any single or partial exercise by the Company of any right, power or remedy.

## **20. REMEDIES CUMULATIVE**

The rights, powers and remedies provided in this Agreement are cumulative and are not exclusive of any rights, powers or remedies provided by law.

## **21. NO RELATIONSHIP**



This Agreement do not create any kind of partnership, joint venture, advisor, fiduciary, agency or trustee relationship or any similar relationship between the User and the Company or any other person or entity.

## **22. SEVERABILITY**

If any provision of this Agreement is held to be illegal, void, unenforceable or invalid, whether in whole or part, under the laws of any jurisdiction, that portion will be severed, and such illegality, unenforceability or invalidity will not affect the legality, enforceability or validity of the remaining provisions of this Agreement in that jurisdiction, nor the legality, enforceability or validity of this Agreement in any other jurisdiction. This section 22 has no effect if the severance would alter the basic nature of this document or be contrary to public policy.

## **23. LANGUAGES**

This Agreement is made in English. In case of any inconsistency between the English version and any translation, the English version shall prevail.

## **24. RESTRICTED REGIONS**

24.1. The User agrees that the Carriers with whom the Company has entered into relevant agreements do not carry out Transfers in the regions below and the User will not use the Service to order Transfers in the following regions:(A) Republic of Cuba;(B) Islamic Republic of Iran;(C) Syrian Arab Republic;(D) Democratic People's Republic of Korea;(E) The Crimean Peninsula;(F) Northeastern portion of the island of Cyprus;(G) Mongolia;(H) Ghana.